



# TOWNSHIP BOARD MEETING

December 22, 2025 | 6:00 PM | Township Hall Board Room

The meeting will be held in person and available via Zoom at: <https://us02web.zoom.us/j/88406846789>

**5:00 PM COMMITTEE OF THE WHOLE – Located in Conference Room 1** *(not publicly streamed):*

**CANCELED**

- ITEM 1. CALL TO ORDER**
- ITEM 2. PLEDGE OF ALLEGIANCE**
- ITEM 3. ROLL CALL**
- ITEM 4. PUBLIC COMMENT ON AGENDA AND NON-AGENDA ITEMS** (LIMIT TO 3 MINUTES)
- ITEM 5. PRESENTATION / PUBLIC HEARINGS / COUNTY COMMISSIONER**
- ITEM 6. SUPERINTENDENT REPORT**
- ITEM 7. BOARD, COMMITTEE AND STAFF REPORTS**
  - A. Fire Department Report
- ITEM 8. ADOPTION OF MEETING AGENDA**
- ITEM 9. APPROVAL OF GENERAL CONSENT AGENDA**
  - A. Approval of December 8, 2025 Regular Meeting Minutes; December 11 & December 15, 2025 Special Meeting Minutes
  - B. Approval of Bills for \$445,870.98
  - C. Payroll of \$92,553.98
  - D. Financial Reports: November 2025 Rev/Exp Report, November 2025 Cash by Bank & Fund
  - E. New Township Hall Construction Pay App #40
  - F. RCKC Q3 Service Request Summary Report
- BUSINESS**
- ITEM 10. TABLED**
- ITEM 11. NEW**
  - A. Board and Committee Appointments
  - B. Longhorn Drive Property Owner Easements
  - C. Longhorn Drive Development Agreement
  - D. Longhorn Drive Construction Bid, Contract and Contract Addendum
  - E. Community Development Specialist Position Description
  - F. Resolution #25-30 to Establish Supervisor’s Salary for 2026
  - G. Resolution #25-31 to Establish Trustee’s Salary for 2026
  - H. Resolution #25-32 to Establish Treasurer’s Salary for 2026
  - I. Resolution #25-33 to Establish Clerk’s Salary for 2026
  - J. Adopt 2026 Compensation Schedule
  - K. Resolution #25-34 FY25 Budget Amendments
  - L. General Liability Insurance Policy Renewal for 2026
  - M. Interim Superintendent Discussion
- ITEM 12. BRIEF PUBLIC COMMENTS ON NON-AGENDA ITEMS** (LIMIT TO 2 MINUTES)
- ITEM 13. ATTORNEY’S REPORT**
- ITEM 14. BOARD MEMBER COMMENTS**
- ITEM 15. ADJOURNMENT**

The Township Hall is located at 7227 West Q Avenue and the Board Room is barrier-free.

Texas Township will provide the necessary reasonable auxiliary aids and services, such as signers for hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting upon seven (7) days notice to the Township Office. Individuals with disabilities requiring auxiliary aids or services should contact the Township by writing or calling the Township Office.

# TEXAS TOWNSHIP FIRE DEPARTMENT

## Monthly Summary - November 2025



### TURNOUT TIME SAMPLING

Turnout time for the fire service is the time between when the dispatch is received and when the crew leaves the station. We strive for short turn-out times to provide the best service for our community. National best practice is 60 seconds for medical and 80 seconds for fire. The turnout times below are an example of the excellent work our crews do every day on behalf of Texas Township.



00:53

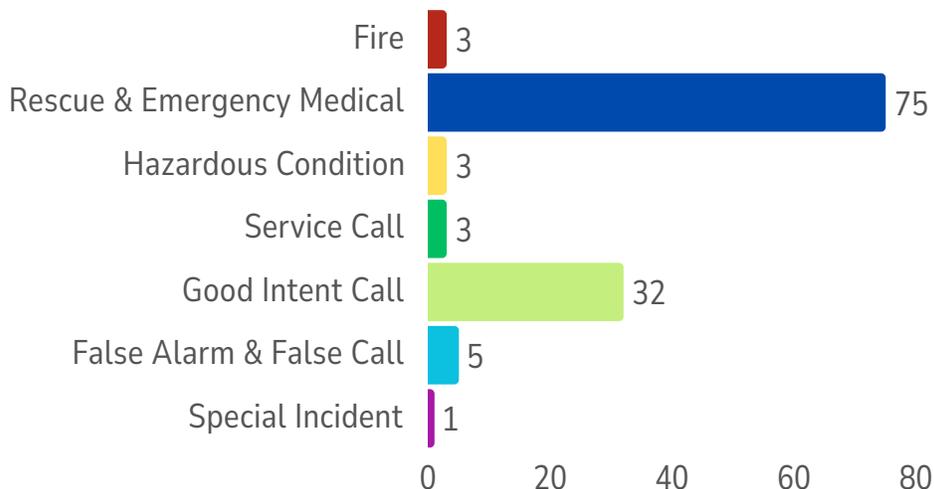
**MEDICAL**



01:08

**FIRE**

### RESPONSE SUMMARY - 115 INCIDENTS



### BURN PERMIT PROCESS UPDATE

Online burn permit applications must now be submitted through Community Connect, our online public safety portal. Residents who prefer may still apply by phone or in person at the Fire Department during business hours. Please note that the Township's Burn Ordinance has not changed; only the application process has transitioned to the new platform.

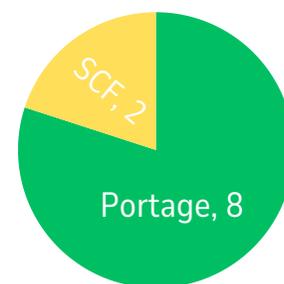


Overlapping Incidents: **23**

Day of the week: **Monday**

Time of day: **10 am**

Mutual/Automatic Aid Incidents: **18**



# 7110 W Q AVE KALAMAZOO MI 49009

(269) 375-4610 TexasTwpFire info@texasfire.org

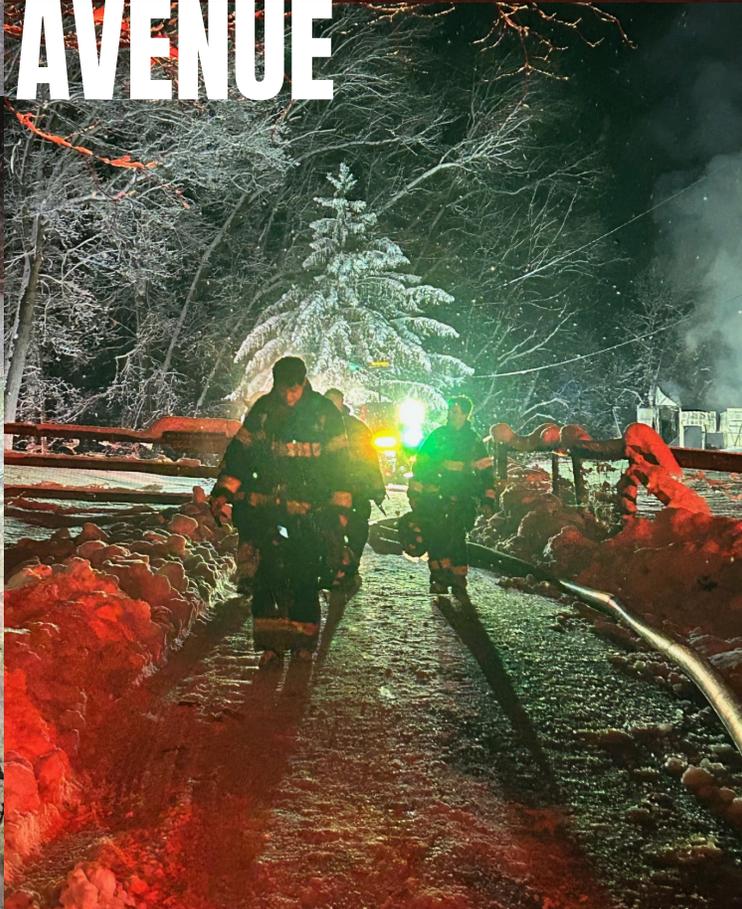
Committed to serving the community through education, engagement, and professionalism.

# MULTIPLE STRUCTURE FIRES

In November, the Texas Township Fire Department responded to multiple structure fires. These included a commercial structure fire on Elm Valley Drive, which involved a laser cutting machine inside a large manufacturing facility, and a fully involved pole barn fire on West O Avenue. Suppression efforts at the pole barn fire were delayed for more than two hours due to a live utility line, as response from the utility provider was significantly delayed. Once the utility line was manually removed, the fire was extinguished within 20 minutes.



**WEST O AVENUE**



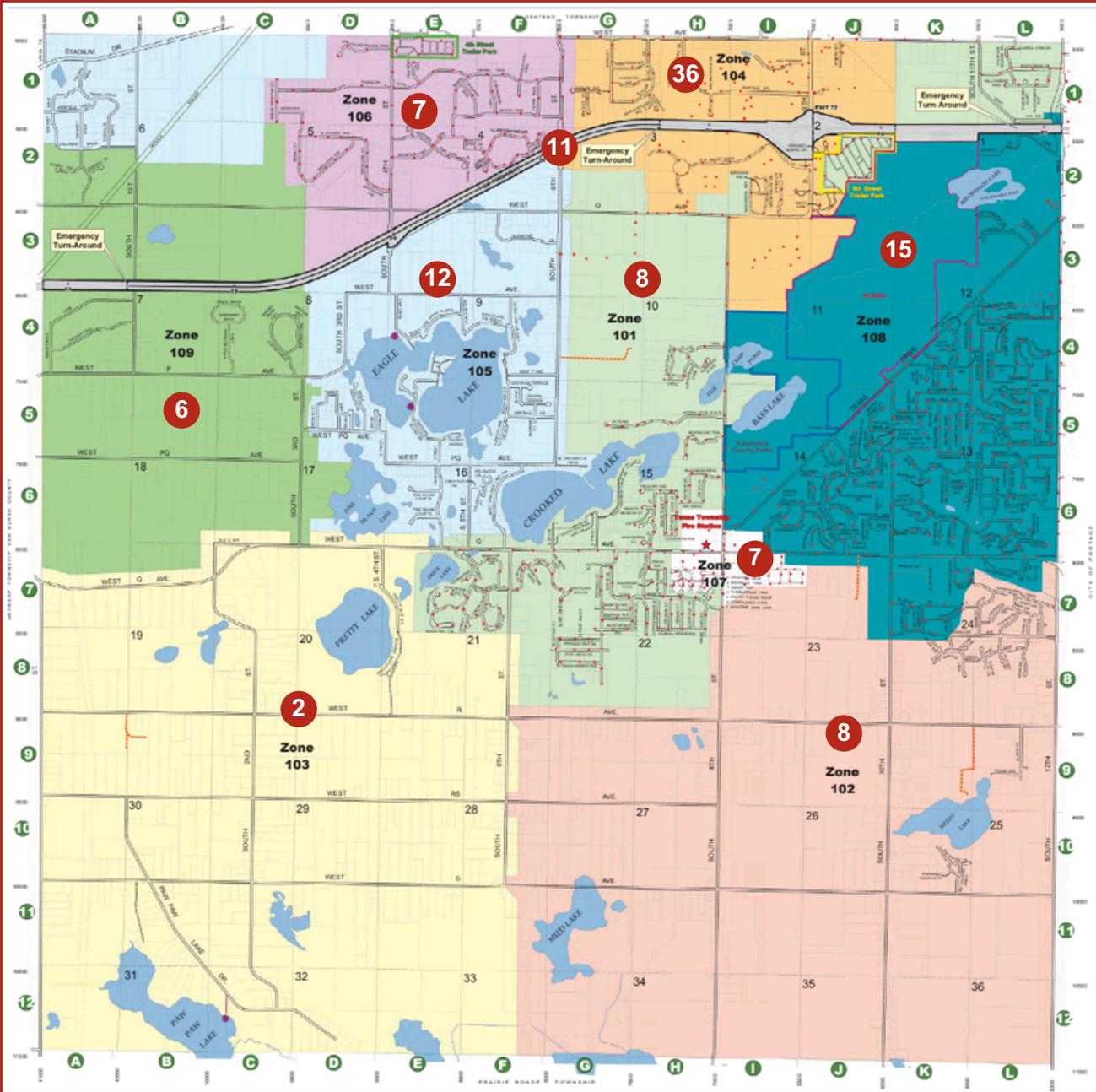


# ELM VALLEY DRIVE

LT Dawson  
FF Newcastle  
FF Messamore  
FFEO A. Ryder  
FFEO Flemming  
Captain Lohrberg  
FFEO Wheeler



FF MESSAMORE



# RESPONSE ZONES

## APPARATUS MAINTENANCE

PM Service complete, 1161 Tank repair in process



1                                   **CHARTER TOWNSHIP OF TEXAS BOARD MEETING, DECEMBER 8, 2025**

2  
3                   **COMMITTEE OF THE WHOLE**

4           Supervisor O'Rourke commenced the Committee of the Whole discussion at 5:00 p.m. The following  
5 Board members were present: Clerk Emily Beutel, Trustee Don Boven, Trustee Barb Hammon, Trustee  
6 Lisa Koop, Treasurer Emily Meinema, Trustee Michelle O'Neill, and Supervisor JoAnne O'Rourke. Also  
7 attending were Superintendent Brooke Hovenkamp, HR Manager Lourdes Franco-Puzevic, Attorney  
8 Michael Homier, and approximately eight members of the public.

9                   **Interim Superintendent Candidate Review**

10           Board members reviewed qualified Interim Superintendent Candidate submissions and discussed  
11 moving forward with five candidates and conducting interviews by the full Board. They directed HR  
12 Manager Franco-Puzevic to reach out to candidates to schedule interviews Thursday and Friday.

13                   **SWOT Analysis**

14           Supervisor O'Rourke reviewed the Strengths-Weaknesses-Opportunities-Threats analysis exercise  
15 that Dr. Lew Bender has asked the Board to complete before Strategic Planning on January 9-10. There  
16 was discussion of delaying strategic planning efforts until a new Superintendent can participate in the  
17 process, but consensus was to move forward as a Board in setting a road map to guide the new  
18 Superintendent.

19                   **Board Policy Manual Update**

20           HR Consultant Kristine Cunningham has been reviewing the Board Policy Manual and asked the  
21 Board to consider appointing a sub-committee for that process. Board members discussed the sub-  
22 committee membership and had some brief dialogue on potential revisions.

23                   **Position Description Update & Compensation Schedule**

24           Board members reviewed the proposed compensation schedule and the Community Development  
25 Specialist job description. They asked to review a Fire Department Executive Assistant job description as  
26 well before that reclassification.

27           Committee of the Whole adjourned at approximately 5:55 p.m.

28  
29                   **CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

30           Supervisor O'Rourke called the meeting to order at 6:00 p.m. and asked everyone to join in the  
31 Pledge of Allegiance.

32  
33                   **ROLL CALL**

34           Clerk Beutel called the roll, and the following board members were present: Trustee Don Boven,  
35 Trustee Barb Hammon, Trustee Lisa Koop, Trustee Michelle O'Neill, Supervisor JoAnne O'Rourke,  
36 Treasurer Emily Meinema, and Clerk Emily Beutel. Also attending were Superintendent Brooke  
37 Hovenkamp, Attorney Michael Homier, Engineer Tom Wheat, Planning Director Kelly McIntyre, HR  
38 Manager Lourdes Franco-Puzevic and approximately 12 members of the public.

39  
40                   **PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEM**

41           Margie Stinson, resident, commented on the speed limit concerns on Texas Drive.  
42           Marcia Smell, resident, expressed concern about the traffic on Q Avenue.

43  
44                   **PRESENTATION / PUBLIC HEARINGS / COUNTY COMMISSIONER**

45                   **KCSD Statistics**

46           Lt. Michael Boisonault addressed the process for changing the speed limit through a speed study,  
47 which begins at the County level. He gave an update on calls for service statistics in November, which  
48 are consistent with previous months.

49  
50                   **SUPERINTENDENT REPORT**

51           Superintendent Hovenkamp reported on township activities, highlighting an update on the Fire Chief  
52 hiring status and resident usage of Leaf Drop-off. She reported that Kalamazoo County Animal Services  
53 is no longer allowing dog license sales at the township level, and residents may renew licenses online.

54 **BOARD, COMMITTEE AND STAFF REPORTS**

55 There were none.

56  
57 **ADOPTION OF MEETING AGENDA**

58 Motion by O'Neill, seconded by Boven, to approve the meeting agenda with the following  
59 amendments: we will move Item 9G – Board Meeting Schedule to Item 11H, add Item 11I – Board Policy  
60 Manual Update Committee, and add Item 11J for discussion only – Superintendent position description  
61 review. Motion carried, 7-0.

62  
63 **APPROVAL OF GENERAL CONSENT AGENDA**

64 Motion by O'Rourke, seconded by Hammon, to approve the General Consent Agenda consisting of:

- 65 • Approval of November 24, 2025 Regular Meeting Minutes
- 66 • Approval of Bills for \$114,898.75
- 67 • Payroll of \$79,615.20
- 68 • Building Department Report
- 69 • Farmers Market Manager Report
- 70 • KCCDA November CFS Report
- 71 • Appoint 2026 Professional Service Providers
- 72 • Correspondence – Van Buren District Library Service Notification

73 Motion passed, 7-0.

74  
75 **BUSINESS**

76 ***NEW***

77 **Resolution #25-26 Villas at Mulberry Conditional Rezoning Agreement**

78 Planning Director McIntyre presented the Conditional Rezoning Agreement for the Villas at Mulberry  
79 166-unit multiple family apartment complex located on the south side of West N Ave. On February 13,  
80 2023, the Texas Township Board of Trustees voted to approve a conditional rezoning, Ordinance 369,  
81 for that property, known as parcel No. 3909-02-226-020. As part of the Conditional Rezoning, the owners  
82 proposed limitations on the use of the property. On October 28, 2025, the Planning Commission  
83 approved a final site plan for the development of a 2-phased, 166-unit multiple family apartment complex.  
84 The Conditional Rezoning Agreement includes the parcel limitations, conditions of approval, and the final  
85 site plan. The signing and recording of the Conditional Rezoning Agreement is the last step in this  
86 process.

87 Motion by O'Neill, seconded by Boven, to adopt Resolution #25-26 for Villas at Mulberry Conditional  
88 Rezoning Agreement and authorize the Clerk and Supervisor to sign the Conditional Rezoning  
89 Agreement (Exhibit A) and record with the Register of Deeds.

90 Roll Call Vote: Ayes – Beutel, Boven, Hammon, Koop, Meinema, O'Neill, O'Rourke. Nays – none.  
91 Absent – none. Motion carried, 7-0.

92  
93 **FY26 Fee Schedule**

94 Superintendent Hovenkamp presented a master fee schedule, which staff developed as part of the  
95 budget process this year. If approved, this schedule would go into effect on January 1, 2026.

96 Motion by O'Neill, seconded by Koop, to approve the FY26 fee schedule as presented. Motion  
97 carried, 7-0.

98  
99 **Kalamazoo Public Library – Library Services Agreement**

100 Superintendent Hovenkamp presented a three-year agreement with the Kalamazoo Public Library  
101 (KPL) for consideration, as the current agreement with for library services expires on December 31,  
102 2025. The only change to the existing agreement is to clarify digital platforms. This agreement gives  
103 residents of Mattawan and Schoolcraft school districts basic access to KPL; residents of Kalamazoo and  
104 Portage schools have access to KPL and the Portage District Library, respectively.

105 Motion by O'Rourke, seconded by Boven, to approve the three-year agreement for library services  
106 with Kalamazoo Public Library and authorize Superintendent Hovenkamp to sign. Motion carried, 7-0.  
107

108 **RCKC Non-Motorized & Sidewalk Umbrella Agreement**

109 The Road Commission of Kalamazoo County (RCKC) is requiring the Township to adopt umbrella  
110 agreements for non-motorized and sidewalk facilities in conjunction with permit approvals for Longhorn  
111 Drive, which Foster Swift is currently reviewing. The Township previously approved non-motorized  
112 facilities agreements in 2017 and 2021.

113 Motion by O'Neill, seconded by Meinema, to adopt the RCKC non-motorized facility umbrella  
114 agreement and sidewalk special assessment umbrella agreement, contingent upon review and approval  
115 by Foster Swift.  
116

117 **Resolution #25-27 Recreation Master Plan Adoption**

118 Planning Director McIntyre reviewed the Recreation Master Plan Plan, which guides the community's  
119 investments in parks, open spaces, and trail connections over the next five years and reflects extensive  
120 public engagement, careful analysis, and a shared commitment to preserving what makes Texas  
121 Township special while enhancing recreational opportunities for all residents. The Township held the  
122 public hearing for the 2026-2030 Parks and Trails Master Plan at its regular meeting on November 24,  
123 2025. To qualify for MDNR parks grants, the plan must be adopted by the Township Board.

124 Motion by Koop, seconded by Beutel, to adopt Resolution #25-27 for the 2026-2030 Parks and Trails  
125 Master Plan, Texas Tomorrow: Preserve and Enhance.

126 Roll Call Vote: Ayes – Beutel, Boven, Hammon, Koop, Meinema, O'Neill, O'Rourke. Nays – none.  
127 Absent – none. Motion carried, 7-0.  
128

129 **Resolution #25-28 Trailway Feasibility Study Adoption**

130 On November 24, 2025, Williams & Works presented the Township Board with findings of the 2025  
131 Texas Township Trail Feasibility Study. The study's goal was to examine the feasibility of expanding the  
132 Township's trailways and determine a safe, accessible trail route in priority areas that support Texas  
133 Charter Township's vision for connectivity. The study and findings are based on site visits, data analysis,  
134 input received, as well as public feedback received from six community engagement efforts.

135 The study report recommends five routes along three corridors (12th Street, 10th Street, W Q  
136 Avenue, and between 6th Street Park and the Farmers' Market) that would connect area residents to  
137 community assets, including parks, natural areas, local businesses, schools, and neighborhoods via  
138 nonmotorized infrastructure. It also identifies routes for further study in the future.

139 Motion by Beutel, seconded by Hammon, to adopt Resolution #25-28 for the Texas Charter  
140 Township Trail Feasibility Study 2025.

141 Roll Call Vote: Ayes – Beutel, Boven, Hammon, Koop, Meinema, O'Neill, O'Rourke. Nays – none.  
142 Absent – none. Motion carried, 7-0.  
143

144 **Resolution #25-29 General Ordinance #381 – Retirement Plan, Wellhead Protection, Noise, and**  
145 **Other Administrative Amendments Introduction and First Reading**

146 Superintendent Hovenkamp reviewed recommended updates to Chapters 2, 8, 10,12, and 18 of the  
147 Township Code of Ordinances to reflect recent modifications to health insurance and retirement plans,  
148 align the noise provisions with the current requirements of the Zoning Ordinance, and include minor  
149 updates to the Wellhead Protection Ordinance to reflect recently adopted standards. Additional minor  
150 cleanup items are also included, as well as the update of civil infraction fines and the new fee schedule.

151 Board members reviewed suggested edits and discussed noise and decibel restrictions as it relates  
152 to the Michigan Motor Vehicle Code.

153 Motion by Meinema, seconded by Koop, to approve Resolution #25-29 to introduce Ordinance #381  
154 for first reading and direct the Clerk to publish the Notice of Proposed Ordinance.

155 Roll Call Vote: Ayes – Beutel, Boven, Hammon, Koop, Meinema, O'Neill, O'Rourke. Nays – none.  
156 Absent – none. Motion carried, 7-0.  
157



158 **2026 Township Board Meeting Schedule**

159 Supervisor O'Rourke asked the Board to consider adding Committee of the Whole to the first meeting  
160 of the month for the first four months, through April 13. Board members also discussed scheduling  
161 around the holidays.

162 Motion by O'Rourke, seconded by Boven, to amend the 2026 Township Board Meeting schedule to  
163 include Committee of the Whole on February 9, March 9, and April 13, and also to switch to November 9  
164 and December 14, and otherwise adopt the schedule as presented.

165  
166 **Board Policy Manual Update**

167 The Board would like to establish the Board Policy Manual Update committee to begin reviewing the  
168 draft manual update that HR Consultant Kristine Cunningham has been working on.

169 Motion by O'Neill, seconded by Meinema, to authorize Superintendent Hovenkamp, prior to her  
170 departure, to establish the Board Policy Manual Update Committee consisting of Supervisor O'Rourke,  
171 Clerk Beutel, Trustee Hammon, the HR Consultant, and HR Director, and the Superintendent.

172  
173 **Superintendent Position Description Discussion**

174 Board members reviewed the Township Superintendent Job Description that the Board approved on  
175 March 10, 2025. There was discussion on years of experience and education requirements. Board  
176 members requested that HR Manager Franco-Puzevic update the format to be consistent with other  
177 descriptions and will provide other updates by Wednesday, December 17 for a red-lined version for  
178 consideration at the December 22 Board meeting.

179  
180 **BRIEF PUBLIC COMMENTS ON NON-AGENDA ITEMS**

181 Chris DiPiero, resident, commented on noise restrictions in agricultural and industrial zones.

182  
183 **ATTORNEY'S REPORT**

184 Attorney Homier commented on the increase in activity with battery storage facilities and data  
185 centers. Townships can be proactive in adopting ordinances to give the township more control and  
186 regulatory oversight of such facilities. Many municipalities are considering zoning ordinances that provide  
187 the Township Board the opportunity to impose a moratorium on new and emerging land uses for a period  
188 of time.

189  
190 **BOARD MEMBER COMMENTS**

191 Trustee Boven commented on how little of his tax bill actually goes to township administration. Taxes  
192 to schools and the County keep going up. He thanked Brooked for everything she's done for the  
193 township and wished her luck.

194 Clerk Beutel asked about the upcoming Planning Commission meeting with the Drain Commission  
195 and RCKC and what would be discussed. She'd like to have a joint Planning Commission and Board  
196 meeting soon to align priorities and common goals.

197 Supervisor O'Rourke thanked Brooke for her service and wished her luck.

198  
199 **ADJOURNMENT**

200 Motion by Boven, seconded by O'Rourke, to adjourn the meeting. The meeting adjourned at  
201 approximately 7:15 p.m. Motion carried, 7-0.

202  
203 **SUBMITTED:** December 17, 2025  
204 Clerk Emily Beutel  
205 Attested:

**APPROVED:**

12/18/2025

CHECK REGISTER FOR TEXAS CHARTER TOWNSHIP  
CHECK DATE FROM 12/09/2025 - 12/22/2025

Check Date	Check	Vendor Name	Amount
Bank GEN PNC			
12/11/2025	47431	DIANNA LEAVITT	25.00
12/11/2025	47432	SERVICE PROFESSOR	50.00
12/11/2025	47433	SERVICE PROFESSOR	60.00
12/11/2025	47434	KAL COUNTY TREASURER	2,322.50
12/12/2025	EFT667	FEDERAL WITHHOLDING	24,365.99
12/15/2025	47435	CHASE CARD SERVICES	4,891.46
12/22/2025	47436	ACCIDENT FUND	50,825.00
12/22/2025	47437	BARROW & CO. CREATIVE	749.93
12/22/2025	47438	BAUCKHAM THALL	4,032.61
12/22/2025	47439	CITY OF KALAMAZOO	177.87
12/22/2025	47440	CITY OF KALAMAZOO TREAS.	1,042.92
12/22/2025	47441	COMCAST CABLE	133.26
12/22/2025	47442	CONSUMERS ENERGY	18,275.47
12/22/2025	47443	DELOOF CONSTRUCTION, INC.	4,155.00
12/22/2025	47444	ENGINEERED PROTECTION SYSTEMS, INC	1,122.06
12/22/2025	47445	FOSTER SWIFT	11,565.60
12/22/2025	47446	GRAINGER	118.96
12/22/2025	47447	GRIFFIN PEST SOLUTIONS	69.00
12/22/2025	47448	INDIANA MICHIGAN POWER	14.51
12/22/2025	47449	KAL KLEEN, INC.	1,111.00
12/22/2025	47450	KALAMAZOO CITY TREAS.	565.62
12/22/2025	47451	KALAMAZOO CO. FIRE CHIEFS	800.00
12/22/2025	47452	LOWES	237.80
12/22/2025	47453	MACQUEEN EMERGENCY	3,892.46
12/22/2025	47454	MEC	1,404.87
12/22/2025	47455	MUTUAL OF OMAHA	1,123.63
12/22/2025	47456	PREIN & NEWHOF ENGINEERING	12,221.50
12/22/2025	47457	PROGRESSIVE SPR	22,796.09
12/22/2025	47458	RATHCO SAFETY SUPPLY	175.00
12/22/2025	47459	RESTORATIVE LAKE SCIENCES, LLC	2,075.00
12/22/2025	47460	ROAD COMMISSION KALAMAZOO COUNTY	217,960.32
12/22/2025	47461	SAMANTHA FERNANDEZ	53.90
12/22/2025	47462	SIEGFRIED CRANDALL PC	422.50
12/22/2025	47463	SIGN ART, INC	450.00
12/22/2025	47464	STAPLES TECHNOLOGY SOLUTIONS	1,649.84
12/22/2025	47465	STEENSMA LAWN & POWER EQUIPMENT	797.15
12/22/2025	47466	TAPLIN GROUP, LLC	44,676.47
12/22/2025	47467	TEXAS CORNERS HARDWARE	382.56

12/22/2025	47468	TRANSNATION TITLE AGENCY OF MI	4,775.00
12/22/2025	47469	TWINKLE HOLIDAY LIGHTING	542.50
12/22/2025	47470	ULTRA CLEAN DETAILING	325.00
12/22/2025	47471	VALEO NETWORKS	350.00
12/22/2025	47472	VRIESMAN & KORHORN	2,929.63
12/22/2025	47473	WMU HOMER STRYER M.D. SCHOOL OF MED	6.00
12/22/2025	47474	YOURMEMBERSHIP.COM, INC	150.00

GEN TOTALS:

Total of Checks: 445,870.98

Less 0 Void Checks: 0.00

**Total of Disbursements: \$ 445,870.98**

12/18/2025 INVOICE REGISTER REPORT FOR TEXAS CHARTER TOWNSHIP  
 EXP CHECK RUN DATES 12/09/2025 - 12/22/2025  
 JOURNALIZED OPEN AND PAID  
 BANK CODE: GEN

Inv Num Inv Ref#	Vendor Address GL Distribution	Inv Date Description	Due Date	Inv Amt Entered By	Amt Due Status	Jrnized Post Date
Vendor ACC FUND - ACCIDENT FUND:						
1002371473						
29698	ACCIDENT FUND P.O. BOX 734928 DEPT 77125 CHICAGO, IL 60673-4928	12/08/2025 WORKERS COMPENSATION POLICY - 202	01/01/2026	50,825.00 EMILY	0.00 Paid	Y 12/10/2025
	101-272-960.000 INSURANCE & BONDS			7,623.75		
	206-336-960.000 INSURANCE & BONDS			43,201.25		
Total for vendor ACC FUND - ACCIDENT FUND:				50,825.00	0.00	
Vendor BARROW - BARROW & CO. CREATIVE:						
DTC-039						
29697	BARROW & CO. CREATIVE PO BOX 455 MATTAWAN, MI 49071	12/10/2025 DDA SOCIAL MEDIA	12/31/2025	749.93 EMILY	0.00 Paid	Y 12/10/2025
	248-728-804.000 PROMOTIONAL EXPENSE - DDA			400.00		
	248-728-803.001-MM-25 2025 MAKERS MKT SOCIAL MEDIA COVERAGE			250.00		
	248-728-803.001-MM-25 MAKERS MKT AD SPEND			99.93		
Total for vendor BARROW - BARROW & CO. CREATIVE:				749.93	0.00	
Vendor BAUCKHAM - BAUCKHAM THALL:						
16221						
29733	BAUCKHAM THALL 470 W CENTRE AVENUE PORTAGE, MI 49024	12/16/2025 TAX TRIBUNAL LEGAL FEES	01/15/2026	4,032.61 EMILY	0.00 Paid	Y 12/18/2025
	101-257-826.000 LEGAL FEES			4,032.61		
Total for vendor BAUCKHAM - BAUCKHAM THALL:				4,032.61	0.00	
Vendor CARDMEMBER - CHASE CARD SERVICES:						
DECEMBER 2025						
29655**	CHASE CARD SERVICES PO BOX 4099 CAROL STREAM, IL 60197-4099	12/02/2025 CREDIT CARD STATEMENT	12/23/2025	4,891.46 MELISSA	0.00 Paid	Y 12/02/2025
	249-371-740.000 TOOLS AND SUPPLIES INTL CODE BOOKS			(369.50)		
	101-228-800.000 COMPUTER SOFTWARE ZOOM			79.00		
	101-268-728.000 OFFICE SUPPLIES			129.00		

249-371-740.000	TOOLS AND SUPPLIES INTL CODE BOOKS	369.50
206-336-920.000	UTILITIES WATER/SEWER	46.23
101-257-729.000	MEMBERSHIP AND DUES	175.00
101-257-729.000	MEMBERSHIP AND DUES	97.38
101-228-800.000	COMPUTER SOFTWARE-MAILCHIMP	45.00
101-262-728.000	OFFICE SUPPLIES E-POLL BOOKS	1,745.00
101-268-728.000	OFFICE SUPPLIES	69.39
101-272-956.000	MISCELLANEOUS	43.51
101-228-800.000	COMPUTER SOFTWARE ASANA	101.17
101-806-880.000	PROMOTION - MARKET MAILCHIMP	39.25
101-228-800.000	COMPUTER SOFTWARE ADOBE	5.60
248-728-803.001-MM-25	MAKERS MKT NOV 2025	26.59
248-728-803.001-MM-25	MAKERS MKT NOV 2025	151.98
248-728-803.001-MM-25	MAKERS MKT NOV 2025	8.89
101-270-956.000	MISCELLANEOUS HRSPEC EMPLY	29.95
101-228-800.000	COMPUTER SOFTWARE ADOBE	143.94
101-703-716.000	FRINGE BENEFITS HOMEWOOD SUITES	213.64
101-268-728.000	OFFICE SUPPLIES	39.52
101-272-956.000	MISCELLANEOUS	11.82
101-703-716.000	FRINGE BENEFITS HOMEWOOD SUITES	106.82
101-703-716.000	FRINGE BENEFITS HOMEWOOD SUITES	106.82
101-268-728.000	OFFICE SUPPLIES	13.50
101-268-728.000	OFFICE SUPPLIES	19.44
101-265-750.000	TOOLS & SUPPLIES TOOL BOX	219.00
405-265-975.000	BUILDINGS, ADDITIONS & IMPROVEMENTS	168.86
101-265-955.000	CONTINUING EDUCATION	34.95
101-265-955.000	CONTINUING EDUCATION	159.10
206-336-830.000	ELECTRONICS	(120.00)
206-336-956.000	MISCELLANEOUS-JETS PIZZA	217.84
206-336-931.000	BUILDING MAINTENANCE (7110)	108.85
206-336-956.000	MISCELLANEOUS-KZOO CNTY FIRECHIEFMEETING	52.80
206-336-830.000	ELECTRONICS	70.24
206-336-956.000	MISCELLANEOUS-HUNGRYHOWIESPIZZA	38.36
206-336-802.000	COMPUTER SOFTWARE	30.00
206-336-956.000	MISCELLANEOUS	42.38
101-272-956.000	MISCELLANEOUS - VENMO CHARGE	419.62
101-272-956.000	MISCELLANEOUS - INTEREST CHARGE	1.02

Total for vendor CARDMEMBER - CHASE CARD SERVICES:

4,891.46 0.00

Vendor KALAMAZOO - CITY OF KALAMAZOO:

12082025

29681	CITY OF KALAMAZOO	12/08/2025	01/05/2026	177.87	0.00	Paid	Y
	241 WEST SOUTH STREET			KHYDE			12/09/2025

	KALAMAZOO, MI 49007							
	206-336-920.000	UTILITIES			177.87			
Total for vendor KALAMAZOO - CITY OF KALAMAZOO:					177.87	0.00		
Vendor KAL TREAS - CITY OF KALAMAZOO TREAS.:								
DECEMBER 2025								
29677	CITY OF KALAMAZOO TREAS.		12/08/2025	01/05/2026	1,042.92	0.00	Paid	Y
	241 W. SOUTH STREET		FD - WATER/SEWER		MELISSA			12/08/2025
	KALAMAZOO, MI 49007-							
	206-336-920.000	UTILITIES			1,042.92			
Total for vendor KAL TREAS - CITY OF KALAMAZOO TREAS.:					1,042.92	0.00		
Vendor COMCAST - COMCAST CABLE:								
12132025 - 01122026								
29707	COMCAST CABLE		12/11/2025	12/19/2025	120.87	0.00	Paid	Y
	PO BOX 4089		FD - INTERNET		MELISSA			12/11/2025
	CAROL STREAM, IL 60197							
	206-336-920.000	UTILITIES			120.87			
DEC 2025								
29724	COMCAST CABLE		12/04/2025	12/22/2025	12.39	0.00	Paid	Y
	PO BOX 4089		FD CABLE BOX		KHYDE			12/16/2025
	CAROL STREAM, IL 60197							
	206-336-920.000	UTILITIES			12.39			
Total for vendor COMCAST - COMCAST CABLE:					133.26	0.00		
Vendor CON ENERGY - CONSUMERS ENERGY:								
601014181419								
29679	CONSUMERS ENERGY		11/30/2025	12/30/2025	6,949.48	0.00	Paid	Y
	PAYMENT CENTER		STREET LIGHTS		MELISSA			12/09/2025
	PO BOX 740309							
	CINCINNATI, OH 45274-0309							
	219-441-920.000	STREET LIGHTING			6,671.50			
	101-441-926.000	TOWNSHIP STREET LIGHTING			277.98			
601014181422								
29680	CONSUMERS ENERGY		11/30/2025	12/30/2025	5,048.51	0.00	Paid	Y
	PAYMENT CENTER		STREET LIGHTS		MELISSA			12/09/2025
	PO BOX 740309							
	CINCINNATI, OH 45274-0309							
	219-441-920.000	STREET LIGHTING			5,048.51			
201276385404								
29711	CONSUMERS ENERGY		12/10/2025	01/02/2026	967.06	0.00	Paid	Y
	PAYMENT CENTER		FD - NATURAL GAS		MELISSA			12/16/2025
	PO BOX 740309							
	CINCINNATI, OH 45274-0309							
	206-336-920.000	UTILITIES			967.06			

205814726143								
29712	CONSUMERS ENERGY	12/10/2025	01/02/2026	1,123.15	0.00	Paid	Y	
	PAYMENT CENTER		FIRE DEPT ELECTRIC	MELISSA				12/16/2025
	PO BOX 740309							
	CINCINNATI, OH 45274-0309							
	206-336-920.000		UTILITIES	1,123.15				
206081670150								
29713	CONSUMERS ENERGY	12/11/2025	01/05/2026	37.66	0.00	Paid	Y	
	PAYMENT CENTER		5125 VICTORIAN LN	MELISSA				12/16/2025
	PO BOX 740309							
	CINCINNATI, OH 45274-0309							
	219-441-920.000		STREET LIGHTING	37.66				
206081670151								
29714	CONSUMERS ENERGY	12/11/2025	01/05/2026	40.16	0.00	Paid	Y	
	PAYMENT CENTER		5065 VICTORIAN LANE	MELISSA				12/16/2025
	PO BOX 740309							
	CINCINNATI, OH 45274-0309							
	219-441-920.000		STREET LIGHTING	40.16				
206081670152								
29715	CONSUMERS ENERGY	12/11/2025	01/05/2026	55.30	0.00	Paid	Y	
	PAYMENT CENTER		6697 TEXAS DR - PARK	MELISSA				12/16/2025
	PO BOX 740309							
	CINCINNATI, OH 45274-0309							
	101-751-920.000		UTILITIES	55.30				
201721284941								
29716	CONSUMERS ENERGY	12/12/2025	01/05/2026	114.92	0.00	Paid	Y	
	PAYMENT CENTER		FARMER'S MARKET PAVILION	MELISSA				12/16/2025
	PO BOX 740309							
	CINCINNATI, OH 45274-0309							
	101-751-920.000		UTILITIES	114.92				
201187415036								
29717	CONSUMERS ENERGY	12/12/2025	01/05/2026	29.07	0.00	Paid	Y	
	PAYMENT CENTER		555 TREASURE ISLAND DR PUMP	MELISSA				12/16/2025
	PO BOX 740309							
	CINCINNATI, OH 45274-0309							
	815-441-920.000		UTILITIES	29.07				
205013902608								
29718	CONSUMERS ENERGY	12/12/2025	01/05/2026	217.74	0.00	Paid	Y	
	PAYMENT CENTER		512 E EAGLE LAKE DR	MELISSA				12/16/2025
	PO BOX 740309							
	CINCINNATI, OH 45274-0309							
	818-441-920.000		UTILITIES	217.74				

202077256181									
29719	CONSUMERS ENERGY	12/04/2025	12/29/2025	1,678.00		0.00	Paid	Y	
	PAYMENT CENTER	7227 W Q AVE BLDG		MELISSA				12/16/2025	
	PO BOX 740309								
	CINCINNATI, OH 45274-0309								
	101-265-920.100	UTILITIES (7227)		1,678.00					
204746934967									
29720	CONSUMERS ENERGY	12/11/2025	01/05/2026	2,014.42		0.00	Paid	Y	
	PAYMENT CENTER	7227 W Q AVE BLDG		MELISSA				12/16/2025	
	PO BOX 740309								
	CINCINNATI, OH 45274-0309								
	101-265-920.100	UTILITIES (7227)		2,014.42					
Total for vendor CON ENERGY - CONSUMERS ENERGY:				18,275.47		0.00			
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Vendor DELOOF CON - DELOOF CONSTRUCTION, INC.:									
102963									
29689	DELOOF CONSTRUCTION, INC.	12/09/2025	12/26/2025	4,155.00		0.00	Paid	Y	
	6781 WEST Q AVENUE	6TH ST PARK POLE BUILDING REPAIRS		MELISSA				12/09/2025	
	KALAMAZOO, MI 49009-								
	405-265-975.000	BUILDINGS, ADDITIONS & IMPROVEMENTS		4,155.00					
Total for vendor DELOOF CON - DELOOF CONSTRUCTION, INC.:				4,155.00		0.00			
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Vendor MISC - DIANNA LEAVITT:									
MAKERS MARK 2025									
29688	DIANNA LEAVITT	12/09/2025	12/10/2025	25.00		0.00	Paid	Y	
	7212 CHIANTI CIRCLE	REFUND FOR MAKERS MARKET 2025		NANCY				12/09/2025	
	MATTAWAN, MI 49071								
	248-728-803.001-MM-25	MAKERS MKT NOV 2025		25.00					
Total for vendor MISC - DIANNA LEAVITT:				25.00		0.00			
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Vendor EPS - ENGINEERED PROTECTION SYSTEMS, INC:									
A888846									
29703	ENGINEERED PROTECTION SYSTEMS, INC	12/11/2025	12/31/2025	276.36		0.00	Paid	Y	
	750 FRONT NW	FD - ACCESS CONTROL SERVICE AGREEM		MELISSA				12/11/2025	
	GRAND RAPIDS, MI 49504-4400								
	206-336-931.000	BUILDING MAINTENANCE (7110) - EPS		276.36					
A889678									
29704	ENGINEERED PROTECTION SYSTEMS, INC	12/11/2025	12/31/2025	218.40		0.00	Paid	Y	
	750 FRONT NW	VIDEO SERVICE AGREEMENT 1.1.26 - 3.31		MELISSA				12/11/2025	
	GRAND RAPIDS, MI 49504-4400								
	101-265-931.100	BUILDING MAINT (7227)		218.40					
A889679									
29705	ENGINEERED PROTECTION SYSTEMS, INC	12/11/2025	12/31/2025	280.80		0.00	Paid	Y	
	750 FRONT NW	ALARM SYSTEM MONITORING 1.1.26 - 3.3		MELISSA				12/11/2025	
	GRAND RAPIDS, MI 49504-4400								

	101-265-931.000	BUILDING MAINTENANCE			280.80			
A884482-B								
29735	ENGINEERED PROTECTION SYSTEMS, INC		12/18/2025	10/24/2025	346.50	0.00	Paid	Y
	750 FRONT NW		VIDEO SERVICE AGREEMENT 10.1.25 - 12.		MELISSA			12/18/2025
	GRAND RAPIDS, MI 49504-4400							
	101-265-931.100	BUILDING MAINT (7227)			346.50			
Total for vendor EPS - ENGINEERED PROTECTION SYSTEMS, INC:					1,122.06	0.00		
Vendor FOSTER - FOSTER SWIFT:								
930783								
29729	FOSTER SWIFT		12/08/2025	12/31/2025	11,565.60	0.00	Paid	Y
	313 S. WASHINGTON SQUARE		ATTORNEY FEES - NOVEMBER 2025		EMILY			12/18/2025
	LANSING, MI 48933							
	101-272-826.000	LEGAL FEES - MUNICIPAL GENERAL			1,594.10			
	101-703-826.000	LEGAL FEES - ENFORCEMENT			408.00			
	101-272-826.000-00206	LEGAL FEES			2,516.50			
	101-270-826.000	LEGAL FEES - HR			331.50			
	233-728-826.000	LEGAL FEES - LONGHORN DRIVE			6,715.50			
Total for vendor FOSTER - FOSTER SWIFT:					11,565.60	0.00		
Vendor GRAINGER - GRAINGER:								
9736321960								
29699	GRAINGER		12/09/2025	01/08/2026	118.96	0.00	Paid	Y
	DEPT. 861946671		AIR PRESSURE REGULATOR		KHYDE			12/10/2025
	PALATINE, IL 60038							
	206-336-931.000	BUILDING MAINTENANCE (7110)			118.96			
Total for vendor GRAINGER - GRAINGER:					118.96	0.00		
Vendor GRIFFIN - GRIFFIN PEST SOLUTIONS:								
2728314								
29706	GRIFFIN PEST SOLUTIONS		12/11/2025	12/28/2025	69.00	0.00	Paid	Y
	1606 MOMENTUM PLACE		TH - MONTHLY PEST CONTROL		MELISSA			12/11/2025
	CHICAGO, IL 60689-5316							
	101-265-931.100	BUILDING MAINT (7227)-GRIFFIN			69.00			
Total for vendor GRIFFIN - GRIFFIN PEST SOLUTIONS:					69.00	0.00		
Vendor AEP - INDIANA MICHIGAN POWER:								
NOVEMBER 2025								
29700	INDIANA MICHIGAN POWER		11/01/2025	12/24/2025	14.51	0.00	Paid	Y
	PO BOX 371496		STREETLIGHTS		MELISSA			12/11/2025
	PITTSBURGH, PA 15250-7496							
	219-441-920.000	STREET LIGHTING			14.51			
Total for vendor AEP - INDIANA MICHIGAN POWER:					14.51	0.00		
Vendor 00071 - KAL COUNTY TREASURER:								
SITE FEES 9&10 25								
29687	KAL COUNTY TREASURER		12/09/2025	10/22/2025	2,322.50	0.00	Paid	Y

	201 WEST KALAMAZOO AVENUE KALAMAZOO, MI 49007-	WYNGATE/SADDLEBROOK SEPTEMBER/C		NANCY			12/09/2025
	101-000-239.000	SADDLEBROOK FARMS SEPTEMBER 25 SET			290.00		
	101-000-239.000	SADDLEBROOK FARMS SEPTEMBER 25 CNTY			72.50		
	101-000-239.000	WYNGATE FARMS SEPTEMBER 25 SET			640.00		
	101-000-239.000	WYNGATE FARMS SEPTEMBER 25 CNTY			160.00		
	101-000-239.000	SADDLEBROOK FARMS OCTOBER 25 SET			290.00		
	101-000-239.000	SADDLEBROOK FARM OCTOBER 25 CNTY			72.50		
	101-000-239.000	WYNGATE FARMS OCTOBER 25 SET			638.00		
	101-000-239.000	WYNGATE FARMS OCTOBER 25 CNTY			159.50		
Total for vendor 00071 - KAL COUNTY TREASURER:					2,322.50	0.00	
Vendor KAL KLEEN - KAL KLEEN, INC. :							
129071							
29710	KAL KLEEN, INC.	11/01/2025	12/01/2025		1,111.00	0.00	Paid Y
	SERVICE MASTER OF KALAMAZOO	JANITORIAL SERVICES FOR NOVEMBER 20		MELISSA			12/16/2025
	3344 RAVINE						
	KALAMAZOO, MI 49006						
	101-265-931.000	BUILDING MAINTENANCE			1,111.00		
Total for vendor KAL KLEEN - KAL KLEEN, INC. :					1,111.00	0.00	
Vendor KAL - WATE - KALAMAZOO CITY TREAS.:							
10.27.25 - 11.24.25							
29702	KALAMAZOO CITY TREAS.	12/11/2025	12/26/2025		53.41	0.00	Paid Y
	241 W SOUTH STREET	WATER/SEWER - 6321 S 6TH ST		MELISSA			12/11/2025
	KALAMAZOO, MI 49007-4750						
	101-751-920.000	UTILITIES - 6TH STREET W/S			53.41		
DECEMBER 2025							
29708	KALAMAZOO CITY TREAS.	12/11/2025	01/05/2026		512.21	0.00	Paid Y
	241 W SOUTH STREET	7227 W Q AVE WATER/SEWER		MELISSA			12/11/2025
	KALAMAZOO, MI 49007-4750						
	101-265-920.100	UTILITIES (7227)			512.21		
Total for vendor KAL - WATE - KALAMAZOO CITY TREAS.:					565.62	0.00	
Vendor 00210 - KALAMAZOO CO. FIRE CHIEFS:							
607							
29690	KALAMAZOO CO. FIRE CHIEFS	10/24/2025	12/22/2025		800.00	0.00	Paid Y
	2617 N BURDICK	HEAVY TRUCK EXTRICATION TRAINING - M		KHYDE			12/10/2025
	KALAMAZOO, MI 49007						
	206-336-704.500	TRAINING/CONVENTIONS			800.00		
Total for vendor 00210 - KALAMAZOO CO. FIRE CHIEFS:					800.00	0.00	
Vendor LOWES - LOWES:							
988298							
29684	LOWES	11/25/2025	12/22/2025		237.80	0.00	Paid Y
	PO BOX 669821	FD VACCUM, STATION SUPPLIES		KHYDE			12/09/2025

	DALLAS, TX 75266							
	206-336-931.000	BUILDING MAINTENANCE (7110)			237.80			
Total for vendor LOWES - LOWES:					237.80		0.00	
Vendor MACQUEEN - MACQUEEN EMERGENCY:								
P59040								
29683	MACQUEEN EMERGENCY		12/05/2025	12/22/2025	1,442.46	0.00	Paid	Y
	1125 7TH STREET E		2.5 SIAMESE		KHYDE			12/09/2025
	SAINT PAUL, MN 55106							
	206-336-750.000	TOOLS & EQUIPMENT			1,442.46			
P59743								
29736	MACQUEEN EMERGENCY		12/18/2025	12/22/2025	2,450.00	0.00	Paid	Y
	1125 7TH STREET E		INTAKE VALVE (2 OF 2)		KHYDE			12/18/2025
	SAINT PAUL, MN 55106							
	206-336-750.000	TOOLS & EQUIPMENT			2,450.00			
Total for vendor MACQUEEN - MACQUEEN EMERGENCY:					3,892.46		0.00	
Vendor MIDWESTELE - MEC:								
DEC 2025								
29709	MEC		12/14/2025	01/05/2026	1,404.87	0.00	Paid	Y
	60590 DECATUR ROAD		STREETLIGHTS		EMILY			12/15/2025
	CASSOPOLIS, MI 49031-							
	219-441-920.000	ALIDOR NEIGHBORHOOD			180.41			
	219-441-920.000	BEL VILLAGIO			104.14			
	219-441-920.000	MAPLEWOOD FARMS			546.92			
	101-441-926.000	TOWNSHIP STREET LIGHTING - 6TH ST			38.79			
	101-751-930.000	MAINTENANCE - PARK			534.61			
Total for vendor MIDWESTELE - MEC:					1,404.87		0.00	
Vendor MUTUAL - MUTUAL OF OMAHA:								
002004738002								
29747	MUTUAL OF OMAHA		12/18/2025	01/01/2026	1,123.63	0.00	Paid	Y
	PAYMENT PROCESSING CENTER		DISABILITY INSURANCE		EMILY			12/18/2025
	PO BOX 2147							
	OMAHA, NE 68103-2147							
	101-272-719.000	DISABILITY INSURANCE			602.33			
	249-371-712.000	DISABILITY INSURANCE			122.50			
	206-336-711.000	DISABILITY INSURANCE			398.80			
Total for vendor MUTUAL - MUTUAL OF OMAHA:					1,123.63		0.00	
Vendor PREIN & NE - PREIN & NEWHOF ENGINEERING:								
93114								
29691	PREIN & NEWHOF ENGINEERING		12/08/2025	12/31/2025	684.25	0.00	Paid	Y
	3355 EVERGREEN DRIVE NE		2250024 - DEEDS/SPLITS		EMILY			12/10/2025
	GRAND RAPIDS, MI 49525							
	101-257-834.000	SPLITS & DEEDS			684.25			

92727									
29692	PREIN & NEWHOF ENGINEERING	12/03/2025	12/31/2025	50.50	0.00	Paid	Y		
	3355 EVERGREEN DRIVE NE	2180536 - BRADFORD OAKS SITE CONDO		EMILY					12/10/2025
	GRAND RAPIDS, MI 49525								
	101-000-284.000-25-09	BRADFORD OAKS		50.50					
92731									
29693	PREIN & NEWHOF ENGINEERING	12/03/2025	12/31/2025	8,049.00	0.00	Paid	Y		
	3355 EVERGREEN DRIVE NE	2230956 - VILLAS AT MULBERRY WAY		EMILY					12/10/2025
	GRAND RAPIDS, MI 49525								
	101-000-284.000-25-10	VILLAS @ MULBERRY		8,049.00					
93015									
29694	PREIN & NEWHOF ENGINEERING	12/08/2025	12/31/2025	3,091.00	0.00	Paid	Y		
	3355 EVERGREEN DRIVE NE	2240737 - APPLGATE POINTE		EMILY					12/10/2025
	GRAND RAPIDS, MI 49525								
	101-000-284.000-24-12	APPLGATE POINTE PHASE 4		3,091.00					
93118									
29695	PREIN & NEWHOF ENGINEERING	12/08/2025	12/31/2025	148.75	0.00	Paid	Y		
	3355 EVERGREEN DRIVE NE	2250264 - MISC. MAPPING (SEWER CONN		EMILY					12/10/2025
	GRAND RAPIDS, MI 49525								
	403-441-820.000	ENGINEERING FEES		148.75					
92830									
29696	PREIN & NEWHOF ENGINEERING	12/05/2025	12/31/2025	198.00	0.00	Paid	Y		
	3355 EVERGREEN DRIVE NE	2250366 - 2025-2029 CAPITAL IMPROVEM		EMILY					12/10/2025
	GRAND RAPIDS, MI 49525								
	403-441-820.000	ENGINEERING FEES - SANITARY CCTV		198.00					
Total for vendor PREIN & NE - PREIN & NEWHOF ENGINEERING:				12,221.50	0.00				
Vendor PROGRESS - PROGRESSIVE SPR:									
G742 - 40									
29730	PROGRESSIVE SPR	12/17/2025	12/26/2025	22,796.09	0.00	Paid	Y		
	1811 4 MILE ROAD NE	NEW TOWNSHIP HALL CONSTRUCTION -		MELISSA					12/18/2025
	GRAND RAPIDS, MI 49525								
	408-000-970.000	CONSTRUCTION COST		22,796.09					
Total for vendor PROGRESS - PROGRESSIVE SPR:				22,796.09	0.00				
Vendor RATHCO - RATHCO SAFETY SUPPLY:									
185975									
29732	RATHCO SAFETY SUPPLY	11/14/2025	12/14/2025	175.00	0.00	Paid	Y		
	6742 LOVERS LANE	WELCOME TO TEXAS TOWNSHIP SIGN		EMILY					12/18/2025
	PORTAGE, MI 49002-								
	101-272-962.000	TOWNSHIP PROMOTION		175.00					
Total for vendor RATHCO - RATHCO SAFETY SUPPLY:				175.00	0.00				
Vendor RESTORATIV - RESTORATIVE LAKE SCIENCES, LLC:									
1696									

29746	RESTORATIVE LAKE SCIENCES, LLC PO BOX 127 REPUBLIC, MI 49879 840-441-820.000 ENGINEERING FEES	12/16/2025	01/01/2026	2,075.00	EMILY	0.00	Paid	Y	12/18/2025	
Total for vendor RESTORATIV - RESTORATIVE LAKE SCIENCES, LLC:				2,075.00		0.00				
Vendor 00055 - ROAD COMMISSION KALAMAZOO COUNTY:										
55049-55050										
29734	ROAD COMMISSION KALAMAZOO COUNTY 4400 S 26TH STREET KALAMAZOO, MI 49048 816-441-801.000 VANKAL HMA OVERLAY - PROGRESS BILLING 816-441-801.000 VANKAL - FINAL, CONTINGENCY PROJECT	11/30/2025	01/15/2026	217,960.32	EMILY	0.00	Paid	Y	12/18/2025	
Total for vendor 00055 - ROAD COMMISSION KALAMAZOO COUNTY:				217,960.32		0.00				
Vendor FERNANDEZS - SAMANTHA FERNANDEZ:										
NOVEMBER 2025										
29676	SAMANTHA FERNANDEZ 1720 BANBURY RD KALAMAZOO, MI 49001 101-268-873.000 MILEAGE	12/09/2025	12/26/2025	53.90	MELISSA	0.00	Paid	Y	12/08/2025	
Total for vendor FERNANDEZS - SAMANTHA FERNANDEZ:				53.90		0.00				
Vendor MISC - SERVICE PROFESSOR:										
00029841										
29685	SERVICE PROFESSOR 4770 50TH STREET SE GRAND RAPIDS, MI 49512 249-000-476.300 GAS PIPING (EACH) 249-000-476.300 INSPECTION FEE - FINAL	12/09/2025	12/16/2025	50.00	NANCY	0.00	Paid	Y	12/09/2025	
00029841										
29686	SERVICE PROFESSOR 4770 50TH STREET SE GRAND RAPIDS, MI 49512 249-000-476.200 FEEDERS,BUS DUCTS PER 50FT 249-000-476.200 INSPECTION FEE - FINAL 249-000-476.200 GENERATOR/SOLAR	12/09/2025	12/16/2025	60.00	NANCY	0.00	Paid	Y	12/09/2025	
Total for vendor MISC - SERVICE PROFESSOR:				110.00		0.00				
Vendor SIEGFRIED - SIEGFRIED CRANDALL PC:										
118518										
29701	SIEGFRIED CRANDALL PC 5220 LOVERS LANE SUITE 130 PORTAGE, MI 49002 101-272-821.000 ACCOUNTING FEES	11/30/2025	12/26/2025	422.50	MELISSA	0.00	Paid	Y	12/11/2025	
				422.50						

Total for vendor SIEGFRIED - SIEGFRIED CRANDALL PC:				422.50	0.00		
Vendor SIGN ART - SIGN ART, INC:							
013051							
29728	SIGN ART, INC	11/28/2025	11/28/2025	450.00	0.00	Paid	Y
	5757 E CORK ST	BANNER SWAP - WINTER 2025		MELISSA			12/16/2025
	KALAMAZOO, MI 49048						
	101-272-962.000	TOWNSHIP PROMOTION		225.00			
	248-728-804.000	PROMOTIONAL EXPENSE - DDA		225.00			
Total for vendor SIGN ART - SIGN ART, INC:				450.00	0.00		
Vendor STAPLESTEC - STAPLES TECHNOLOGY SOLUTIONS:							
SPG247							
29731	STAPLES TECHNOLOGY SOLUTIONS	12/17/2025	12/22/2025	1,649.84	0.00	Paid	Y
	P.O. BOX 95230	MICROSOFT SURFACE LAPTOP COPILOT I		MELISSA			12/18/2025
	CHICAGO, IL 60694						
	249-371-750.000	COMPUTER HARDWARE		1,649.84			
Total for vendor STAPLESTEC - STAPLES TECHNOLOGY SOLUTIONS:				1,649.84	0.00		
Vendor STEENSMA - STEENSMA LAWN & POWER EQUIPMENT:							
1283043							
29723	STEENSMA LAWN & POWER EQUIPMENT	12/11/2025	12/22/2025	797.15	0.00	Paid	Y
	7561 STADIUM DRIVE	PLOW REPAIR		KHYDE			12/16/2025
	KALAMAZOO, MI 49009						
	206-336-933.000	EQUIPMENT MAINTENANCE		797.15			
Total for vendor STEENSMA - STEENSMA LAWN & POWER EQUIPMENT:				797.15	0.00		
Vendor TAPLIN - TAPLIN GROUP, LLC:							
PAY APP#1							
29726	TAPLIN GROUP, LLC	11/30/2025	12/26/2025	44,676.47	0.00	Paid	Y
	5140 WEST MICHIGAN AVENUE	SEWER CLEANING & CCTV 2025		MELISSA			12/16/2025
	KALAMAZOO, MI 49006						
	403-441-930.000	SEWER MAINTENANCE & REPAIR		44,676.47			
Total for vendor TAPLIN - TAPLIN GROUP, LLC:				44,676.47	0.00		
Vendor TEXAS CORN - TEXAS CORNERS HARDWARE:							
NOVEMBER 2025							
29644	TEXAS CORNERS HARDWARE	12/01/2025	12/31/2025	382.56	0.00	Paid	Y
	7129 WEST Q AVENUE	ACE HARDWARE STATEMENT		MELISSA			12/01/2025
	KALAMAZOO, MI 49009						
	405-265-975.000	BUILDINGS, ADDITIONS-PNT TRAY LINERS		2.99			
	206-336-931.000	BUILDING MAINTENANCE (7110)STOR HOOKS		6.99			
	101-751-930.000	MAINTENANCE - PARK-ANTIFREEZE		14.97			
	248-728-956.000	MISCELLANEOUS-STREETLIGHT QUIKRETE		15.98			
	101-265-750.000	TOOLS & SUPPLIES CHALK&REEL		13.99			
	405-265-975.000	BUILDINGS, ADDITIONS-PRIMER, ROLLER		70.98			
	405-265-975.000	BUILDINGS, ADDITIONS-GLOVES, BRUSH		21.98			

	405-265-975.000	BUILDINGS, ADDITIONS-PRIMER			62.99			
	101-567-956.000	MISCELLANEOUS-SLEDGE HAMMER			64.99			
	248-728-803.001-MM-25	MAKERS MKT NOV 2025-ELEC TAPE SANTA JOE			3.98			
	248-728-803.001-MM-25	MAKERS MKT NOV 2025-PROPANE			40.14			
	248-728-803.001-MM-25	MAKERS MKT NOV 2025-OUTDR TIMER			25.99			
	206-336-931.000	BUILDING MAINTENANCE (7110)GARAGE REPAIR			36.59			
	Total for vendor TEXAS CORN - TEXAS CORNERS HARDWARE:				382.56	0.00		
Vendor TRANSNATIO - TRANSNATION TITLE AGENCY OF MI :								
378769								
29737	TRANSNATION TITLE AGENCY OF MI	09/25/2025	12/26/2025	550.00	0.00	Paid	Y	
	570 SEMINOLE ROAD	TITLE SEARCH - 8107 VINEYARD PKWY		MELISSA				12/18/2025
	SUITE 102							
	MUSKEGON, MI 49444							
	233-728-826.000	LEGAL FEES		550.00				
378796								
29738	TRANSNATION TITLE AGENCY OF MI	09/02/2025	12/26/2025	550.00	0.00	Paid	Y	
	570 SEMINOLE ROAD	TITLE SEARCH - 8109 VINEYARD PKWY		MELISSA				12/18/2025
	SUITE 102							
	MUSKEGON, MI 49444							
	233-728-826.000	LEGAL FEES		550.00				
378859								
29739	TRANSNATION TITLE AGENCY OF MI	09/02/2025	12/26/2025	550.00	0.00	Paid	Y	
	570 SEMINOLE ROAD	TITLE SEARCH SUMMARY - 8113 S 8TH ST		MELISSA				12/18/2025
	SUITE 102							
	MUSKEGON, MI 49444							
	233-728-826.000	LEGAL FEES		550.00				
379059								
29740	TRANSNATION TITLE AGENCY OF MI	09/30/2025	12/26/2025	550.00	0.00	Paid	Y	
	570 SEMINOLE ROAD	TITLE SEARCH SUMMARY - V/L S 8TH ST		MELISSA				12/18/2025
	SUITE 102							
	MUSKEGON, MI 49444							
	233-728-826.000	LEGAL FEES		550.00				
379085								
29741	TRANSNATION TITLE AGENCY OF MI	09/30/2025	12/26/2025	550.00	0.00	Paid	Y	
	570 SEMINOLE ROAD	TITLE SEARCH SUMMARY - 8088 VINEYARI		MELISSA				12/18/2025
	SUITE 102							
	MUSKEGON, MI 49444							
	233-728-826.000	LEGAL FEES		550.00				
379123								
29742	TRANSNATION TITLE AGENCY OF MI	10/01/2025	12/26/2025	550.00	0.00	Paid	Y	
	570 SEMINOLE ROAD	TITLE SEARCH SUMMARY - 8131 VINEYARI		MELISSA				12/18/2025
	SUITE 102							

	MUSKEGON, MI 49444							
378797	233-728-826.000	LEGAL FEES			550.00			
29743	TRANSNATION TITLE AGENCY OF MI		09/26/2025	12/26/2025	550.00	0.00	Paid	Y
	570 SEMINOLE ROAD				TITLE SEARCH SUMMARY - 8170 VINEYARI	MELISSA		12/18/2025
	SUITE 102							
	MUSKEGON, MI 49444							
379230	233-728-826.000	LEGAL FEES			550.00			
29744	TRANSNATION TITLE AGENCY OF MI		10/02/2025	12/26/2025	375.00	0.00	Paid	Y
	570 SEMINOLE ROAD				TITLE SEARCH SUMMARY - 8104 S 8TH ST	MELISSA		12/18/2025
	SUITE 102							
	MUSKEGON, MI 49444							
378720	233-728-826.000	LEGAL FEES			375.00			
29745	TRANSNATION TITLE AGENCY OF MI		09/25/2025	12/26/2025	550.00	0.00	Paid	Y
	570 SEMINOLE ROAD				TITLE SEARCH SUMMARY - 8180 S 8TH ST	MELISSA		12/18/2025
	SUITE 102							
	MUSKEGON, MI 49444							
	233-728-826.000	LEGAL FEES			550.00			
Total for vendor TRANSNATIO - TRANSNATION TITLE AGENCY OF MI :					4,775.00	0.00		
Vendor TWINKLE - TWINKLE HOLIDAY LIGHTING:								
1143								
29727	TWINKLE HOLIDAY LIGHTING		12/16/2025	12/26/2025	542.50	0.00	Paid	Y
	6490 S SPRINKLE RD				DDA - HOLIDAY DECORATIONS - HOLIDAY	MELISSA		12/16/2025
	PORTAGE, MI 49002							
	248-728-803.001-MM-25	MAKERS MKT NOV 2025			271.25			
	101-272-962.000	TOWNSHIP PROMOTION			271.25			
Total for vendor TWINKLE - TWINKLE HOLIDAY LIGHTING:					542.50	0.00		
Vendor ULTRA - ULTRA CLEAN DETAILING:								
797642								
29725	ULTRA CLEAN DETAILING		12/15/2025	12/22/2025	325.00	0.00	Paid	Y
	8069 VINEYARD PKWY				DETAILING CHIEFS VEHICLE 1109	KHYDE		12/16/2025
	KALAMAZOO, MI 49009							
	206-336-934.000	VEHICLE MAINTENANCE			325.00			
Total for vendor ULTRA - ULTRA CLEAN DETAILING:					325.00	0.00		
Vendor VALEO - VALEO NETWORKS:								
38985-L9718								
29722	VALEO NETWORKS		12/12/2025	01/11/2026	350.00	0.00	Paid	Y
	PO BOX 735416				FD - PROJECT #7839 - ONBOARDING FOR	MELISSA		12/16/2025
	DALLAS, TX 75373							
	206-336-801.100	TECHNICAL SUPPORT			350.00			

Total for vendor VALEO - VALEO NETWORKS:				350.00	0.00
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Vendor VRIESMAN - VRIESMAN & KORHORN:					
17607					
29721	VRIESMAN & KORHORN	12/11/2025	01/10/2026	2,929.63	0.00 Paid Y
	7885 BYRON CENTER AVE SW	DDA ROAD CONNECTOR PROJECT - 916		MELISSA	12/16/2025
	SUITE A				
	BYRON CENTER, MI 49315				
	248-728-970.100	RING ROAD PROJECT		2,929.63	

Total for vendor VRIESMAN - VRIESMAN & KORHORN:				2,929.63	0.00
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Vendor WMU - WMU HOMER STRYER M.D. SCHOOL OF MED:					
INV16176					
29682	WMU HOMER STRYER M.D. SCHOOL OF MED	12/05/2025	12/22/2025	6.00	0.00 Paid Y
	PO BOX 50391	PROVIDER BLS CARD		KHYDE	12/09/2025
	KALAMAZOO, MI 49005-0391				
	206-336-900.000	PRINTING AND PUBLISHING		6.00	

Total for vendor WMU - WMU HOMER STRYER M.D. SCHOOL OF MED:				6.00	0.00
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Vendor YOURMEMBER - YOURMEMBERSHIP.COM, INC:					
R75324270					
29678	YOURMEMBERSHIP.COM, INC	12/08/2025	12/25/2025	150.00	0.00 Paid Y
	P.O. BOX 737454	MML CLASSIFIED ADS - INTERIM TOWNSH		MELISSA	12/08/2025
	DALLAS, TX 75373-7454				
	101-172-956.000	MML CLASSIFIED AD JOB 81330731		150.00	

Total for vendor YOURMEMBER - YOURMEMBERSHIP.COM, INC:				150.00	0.00
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# of Invoices:	74	# Due:	0	Totals:		421,504.99	0.00
# of Credit Memos:	0	# Due:	0	Totals:		0.00	0.00
Net of Invoices and Credit Memos:						421,504.99	0.00

\* 1 Net Invoices have Credits Totalling: (489.50)

--- TOTALS BY BANK ---

GEN	PNC	421,504.99
EFT667	FEDERAL WITHHOLDING	24,365.99
<b>TOTAL</b>		<b>\$ 445,870.98</b>

--- TOTALS BY GL DISTRIBUTION ---

101-000-239.000	FEES HELD FOR DISTRIBUTION	2,322.50
101-000-284.000-24-12	APPLGATE POINTE PHASE 4	3,091.00
101-000-284.000-25-09	BRADFORD OAKS	50.50
101-000-284.000-25-10	VILLAS @ MULBERRY	8,049.00
101-172-956.000	MISCELLANEOUS	150.00
101-228-800.000	COMPUTER SOFTWARE	374.71
101-257-729.000	MEMBERSHIP AND DUES	272.38
101-257-826.000	LEGAL FEES	4,032.61
101-257-834.000	SPLITS & DEEDS	684.25

101-262-728.000	OFFICE SUPPLIES	1,745.00
101-265-750.000	TOOLS & SUPPLIES	232.99
101-265-920.100	UTILITIES (7227)	4,204.63
101-265-931.000	BUILDING MAINTENANCE (7060 & 7110)	1,391.80
101-265-931.100	BUILDING MAINT (7227)	633.90
101-265-955.000	CONTINUING EDUCATION	194.05
101-268-728.000	OFFICE SUPPLIES	270.85
101-268-873.000	MILEAGE	53.90
101-270-826.000	LEGAL FEES	331.50
101-270-956.000	MISCELLANEOUS	29.95
101-272-719.000	DISABILITY INSURANCE	602.33
101-272-821.000	ACCOUNTING FEES	422.50
101-272-826.000	LEGAL FEES	1,594.10
101-272-826.000-00206	LEGAL FEES	2,516.50
101-272-956.000	MISCELLANEOUS	475.97
101-272-960.000	INSURANCE & BONDS	7,623.75
101-272-962.000	TOWNSHIP PROMOTION	671.25
101-441-926.000	TOWNSHIP STREET LIGHTING	316.77
101-567-956.000	MISCELLANEOUS	64.99
101-703-716.000	FRINGE BENEFITS	427.28
101-703-826.000	LEGAL FEES	408.00
101-751-920.000	UTILITIES	223.63
101-751-930.000	MAINTENANCE - PARK	549.58
101-806-880.000	PROMOTION - MARKET	39.25
206-336-704.500	TRAINING/CONVENTIONS	800.00
206-336-711.000	DISABILITY INSURANCE	398.80
206-336-750.000	TOOLS & EQUIPMENT	3,892.46
206-336-801.100	TECHNICAL SUPPORT	350.00
206-336-802.000	COMPUTER SOFTWARE	30.00
206-336-830.000	ELECTRONICS	(49.76)
206-336-900.000	PRINTING AND PUBLISHING	6.00
206-336-920.000	UTILITIES	3,490.49
206-336-931.000	BUILDING MAINTENANCE (7110)	785.55
206-336-933.000	EQUIPMENT MAINTENANCE	797.15
206-336-934.000	VEHICLE MAINTENANCE	325.00
206-336-956.000	MISCELLANEOUS	351.38
206-336-960.000	INSURANCE & BONDS	43,201.25
219-441-920.000	STREET LIGHTING	12,643.81
233-728-826.000	LEGAL FEES	11,490.50
248-728-803.001-MM-25	MAKERS MKT NOV 2025	903.75
248-728-804.000	PROMOTIONAL EXPENSE	625.00
248-728-956.000	MISCELLANEOUS	15.98

248-728-970.100	RING ROAD PROJECT	2,929.63
249-000-476.200	ELECTRICAL PERMITS CFS	60.00
249-000-476.300	MECHANICAL PERMITS CFS	50.00
249-371-712.000	DISABILITY INSURANCE	122.50
249-371-750.000	COMPUTER HARDWARE	1,649.84
403-441-820.000	ENGINEERING FEES	346.75
403-441-930.000	SEWER MAINTENANCE & REPAIR	44,676.47
405-265-975.000	BUILDINGS, ADDITIONS & IMPROVEMENT	4,482.80
408-000-970.000	CONSTRUCTION COST	22,796.09
815-441-920.000	UTILITIES	29.07
816-441-801.000	ROAD MAINTENANCE	217,960.32
818-441-920.000	UTILITIES	217.74
840-441-820.000	ENGINEERING FEES	2,075.00

--- TOTALS BY FUND ---

101 - GENERAL FUND	44,051.42	0.00
206 - FIRE FUND	54,378.32	0.00
219 - STREET LIGHTING FUND	12,643.81	0.00
233 - LONGHORN DR CONSTRUCTION	11,490.50	0.00
248 - DOWNTOWN DEVELOPMENT AUTHORITY	4,474.36	0.00
249 - INSPECTION FUND	1,882.34	0.00
403 - SPECIAL SEWER	45,023.22	0.00
405 - CAPITAL IMPROVEMENT FUND	4,482.80	0.00
408 - NEW TOWNSHIP HALL CONSTRUCTION	22,796.09	0.00
815 - TREASURE ISLAND SAD FUND	29.07	0.00
816 - ROAD MAINTENANCE FUND	217,960.32	0.00
818 - EAGLE LAKE SPECIAL ASSESSMENT	217.74	0.00
840 - CROOKED LAKE SAD #2	2,075.00	0.00

--- TOTALS BY DEPT/ACTIVITY ---

000 -	36,419.09	0.00
172 - SUPERINTENDENT	150.00	0.00
228 - COMPUTER/IT	374.71	0.00
257 - ASSESSING	4,989.24	0.00
262 - ELECTIONS	1,745.00	0.00
265 - BUILDINGS & GROUNDS	11,140.17	0.00
268 - TOWNSHIP OFFICE	324.75	0.00
270 - HUMAN RESOURCES	361.45	0.00
272 - ADMINISTRATION	13,906.40	0.00
336 - FIRE DEPARTMENT	54,378.32	0.00

371 - BUILDING	1,772.34	0.00
441 - PUBLIC WORKS	278,265.93	0.00
567 - CEMETERY	64.99	0.00
703 - COMMUNITY & ECONOMIC DEVELOPMENT	835.28	0.00
728 - ECONOMIC DEVELOPMENT	15,964.86	0.00
751 - RECREATION & CULTURE	773.21	0.00
806 - FARMERS MARKET	39.25	0.00

12/11/2025

## Check Register Report For Texas Charter Township

For Payroll ID: 644 Check Date: 12/11/2025 Pay Period End Date: 12/06/2025

Check Date	Bank	Check Number	Name	Check Gross	Physical Check Amount	Direct Deposit	Status
12/11/2025	GEN	DD13542	BERTOLINO, VINCENT F	56.18	0.00	51.89	Cleared
12/11/2025	GEN	DD13543	BEUTEL, EMILY R	3,051.35	0.00	2,291.52	Cleared
12/11/2025	GEN	DD13544	BEYER, NICHOLAS A	87.36	0.00	26.96	Cleared
12/11/2025	GEN	DD13545	BRISBANE, KIMBERLY A	16.10	0.00	14.19	Cleared
12/11/2025	GEN	DD13546	BYRNE-THAYER, CIARAN P	1,104.45	0.00	641.67	Cleared
12/11/2025	GEN	DD13547	CULP, NANCY	2,350.77	0.00	1,867.33	Cleared
12/11/2025	GEN	DD13548	DAVISON, STACY L	844.00	0.00	746.54	Cleared
12/11/2025	GEN	DD13549	DAWSON, MATTHEW GH	3,950.64	0.00	2,611.15	Cleared
12/11/2025	GEN	DD13550	FERNANDEZ, SAMANTHA L	1,840.00	0.00	1,397.47	Cleared
12/11/2025	GEN	DD13551	FLEMMING, RYAN C	4,361.28	0.00	2,987.77	Cleared
12/11/2025	GEN	DD13552	FRANCO-PUZEVIC, LOURDES	3,615.38	0.00	2,544.72	Cleared
12/11/2025	GEN	DD13553	GLASSCOCK, VALERIE J	137.75	0.00	124.34	Cleared
12/11/2025	GEN	DD13554	GOLLNICK, CALEB I	152.95	0.00	134.76	Cleared
12/11/2025	GEN	DD13555	HAWKE, JEFFREY	5,684.62	0.00	4,094.60	Cleared
12/11/2025	GEN	DD13556	HERBERT, KEVIN J	2,934.62	0.00	2,349.55	Cleared
12/11/2025	GEN	DD13557	HOMIC, RANDY M	44.28	0.00	40.90	Cleared
12/11/2025	GEN	DD13558	HOVENKAMP, BROOKE C	5,050.00	0.00	3,596.37	Cleared
12/11/2025	GEN	DD13559	HYDE, KAITLIN W	1,884.80	0.00	1,345.33	Cleared
12/11/2025	GEN	DD13560	JEWELL, KENNETH M	2,880.00	0.00	2,361.55	Cleared
12/11/2025	GEN	DD13561	JOHNSON, RICHARD	100.63	0.00	88.65	Cleared
12/11/2025	GEN	DD13562	LEONARD, ALEX	331.82	0.00	295.31	Cleared
12/11/2025	GEN	DD13563	LOHRBERG II, ROBERT E	913.87	0.00	795.12	Cleared
12/11/2025	GEN	DD13564	MACLEOD, IAN R	4,472.64	0.00	3,249.75	Cleared
12/11/2025	GEN	DD13565	MARKUS, NATHAN D	3,738.24	0.00	2,459.70	Cleared
12/11/2025	GEN	DD13566	MARKUS, ZACHARY E	112.32	0.00	22.96	Cleared
12/11/2025	GEN	DD13567	MARTZ, ANDREW M	4,196.85	0.00	2,787.13	Cleared
12/11/2025	GEN	DD13568	MCINTYRE, KELLY A	3,957.69	0.00	2,159.38	Cleared

12/11/2025	GEN	DD13569	MEINEMA, EMILY A	3,051.35	0.00	2,339.49	Cleared
12/11/2025	GEN	DD13570	MESSAMORE, MARLEY R	1,119.99	0.00	915.72	Cleared
12/11/2025	GEN	DD13571	MILLER, JENNIE L	2,855.44	0.00	2,136.76	Cleared
12/11/2025	GEN	DD13572	MILLER, MICHAEL D	1,050.53	0.00	741.64	Cleared
12/11/2025	GEN	DD13573	NEWCASTLE, COLE J	173.08	0.00	99.02	Cleared
12/11/2025	GEN	DD13574	OLIVER, KELVIN	660.00	0.00	573.15	Cleared
12/11/2025	GEN	DD13575	PADDOCK, SCOTT A	1,980.00	0.00	1,644.38	Cleared
12/11/2025	GEN	DD13576	PEARSON, JAMES A	181.26	0.00	167.39	Cleared
12/11/2025	GEN	DD13577	QUEMADA, JILL M	2,352.00	0.00	1,783.59	Cleared
12/11/2025	GEN	DD13578	RYDER, ALEC D	1,832.79	0.00	1,473.16	Cleared
12/11/2025	GEN	DD13579	RYDER, DAVID C	1,079.80	0.00	860.44	Cleared
12/11/2025	GEN	DD13580	SOMERS, COOPER L	584.29	0.00	520.71	Cleared
12/11/2025	GEN	DD13581	SOMERS, MELISSA A	2,471.81	0.00	1,590.27	Cleared
12/11/2025	GEN	DD13582	STIRTON, CLAUDIA G	3,765.85	0.00	2,269.99	Cleared
12/11/2025	GEN	DD13583	STUBBS, JOHN A	529.53	0.00	438.17	Cleared
12/11/2025	GEN	DD13584	STUBBS, JOHN A	900.00	0.00	792.90	Cleared
12/11/2025	GEN	DD13585	WHEELER, ABIGAIL K	3,283.94	0.00	1,981.27	Cleared
12/11/2025	GEN	DD13586	WILCOX, WILLIAM A	4,938.85	0.00	3,685.12	Cleared
12/11/2025	GEN	DD13587	WILLIS, BRET M	1,852.88	0.00	1,565.36	Cleared

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Totals: 92,533.98 0.00 66,665.14

Total Physical Checks:

Total Check Stubs: 46

**CASH ALLOCATION BY FINANCIAL INSTITUTION**

**MONTH ENDING 11/30/2025**

Financial Institution	CDs	CASH	TOTALS	% OF TOTAL-POOLED
1st Source Bank	\$ 200,000.00	\$ -	\$ 200,000.00	1.20%
ADVIA Credit Union	\$ 307,272.04	\$ 39,761.25	\$ 347,033.29	2.08%
Consumers Credit Union	\$ 8,882.24	\$ 1,747,276.71	\$ 1,756,158.95	10.51%
First National Bank of Michigan	\$ 741,116.49	\$ -	\$ 741,116.49	4.43%
Huntington	\$ -	\$ 11,767.90	\$ 11,767.90	0.07%
Mercantile Bank	\$ 323,410.66	\$ 108,687.14	\$ 432,097.80	2.59%
Michigan Class Investment Pool	\$ -	\$ 6,430,481.84	\$ 6,430,481.84	38.47%
Southern Michigan Bank & Trust	\$ 1,445,545.12	\$ -	\$ 1,445,545.12	8.65%
<b>SUB-TOTAL</b>	<b>\$ 3,026,226.55</b>	<b>\$ 8,337,974.84</b>	<b>\$ 11,364,201.39</b>	<b>67.99%</b>
PNC Bank (4)	\$ -	\$ 5,342,094.31	\$ 5,342,094.31	31.96%
PNC Bank-HRA	\$ -	\$ 3,951.74	\$ 3,951.74	0.02%
PNC Bank-Splash Pad Acct	\$ -	\$ -	\$ -	0.00%
PNC Bank-Farmers Market Bridge Acct	\$ -	\$ 3,749.32	\$ 3,749.32	0.02%
<b>TOTAL POOLED FUNDS</b>	<b>\$ 3,026,226.55</b>	<b>\$ 13,687,770.21</b>	<b>\$ 16,713,996.76</b>	<b>100.00%</b>
TAX FUND (703) CASH-PNC (3)	\$ -	\$ 311,947.74	\$ 311,947.74	
<b>TOTAL CASH BY FINANCIAL INSTITUTION</b>	<b>\$ 3,026,226.55</b>	<b>\$ 13,999,717.95</b>	<b>\$ 17,025,944.50</b>	

**CASH ALLOCATION BY FUND**

**FROM 01/01/2025 THROUGH 12/31/2025**

**CALENDAR YEAR-END**

Fund	Description	Beginning Balance 01/01/2025 POST-AUDIT	Total Debits	Total Credits	Ending Balance 11/30/2025
101	GENERAL FUND	\$ 3,246,307.59	\$ 5,977,505.60	\$ 6,080,418.50	\$ 3,143,394.69
206	FIRE FUND	\$ 196,884.60	\$ 2,551,359.00	\$ 2,563,321.18	\$ 184,922.42
212	LIQUOR LAW ENFORCEMENT FUND	\$ 12,510.14	\$ 11,111.51	\$ 2,090.73	\$ 21,530.92
219	LIGHTING FUND	\$ 57,564.92	\$ 185,689.64	\$ 156,394.41	\$ 86,860.15
233	LONGHORN DR CONSTRUCTION	\$ -	\$ -	\$ 19,608.70	\$ (19,608.70)
248	DOWNTOWN DEVELOPMENT AUTHORITY	\$ 602,726.85	\$ 199,334.45	\$ 204,452.14	\$ 597,609.16
249	INSPECTION FUND	\$ 397,462.79	\$ 528,391.72	\$ 439,994.60	\$ 485,859.91
284	OPIOID SETTLEMENT FUND	\$ -	\$ 595.78	\$ -	\$ 595.78
285	AMERICAN RESCUE PLAN ACT	\$ 258.74	\$ 258.78	\$ 517.52	\$ -
299	TORNADO RECOVERY	\$ 2,275.45	\$ 211,840.44	\$ 209,283.90	\$ 4,831.99
301	GENERAL DEBT SERVICE-TWP HALL	\$ 14,595.26	\$ 1,006,591.40	\$ 1,008,978.96	\$ 12,207.70
403	SPECIAL SEWER	\$ 3,492,211.23	\$ 645,769.18	\$ 156,271.13	\$ 3,981,709.28
404	WATER CONNECTION FUND	\$ 756,989.55	\$ 22,203.14	\$ 6,492.56	\$ 772,700.13
405	CAPITAL IMPROVEMENT FUND	\$ 1,180,418.34	\$ 265,013.95	\$ 263,154.12	\$ 1,182,278.17
406	FIRE CAPITAL PROJECTS FUND	\$ 1,039,976.87	\$ 399,123.57	\$ 208,987.79	\$ 1,230,112.65
408	NEW TOWNSHIP HALL CONSTRUCTION	\$ 411,660.59	\$ 48,943.30	\$ 96,191.83	\$ 364,412.06
425	MDNR TRUST GRANT #2	\$ -	\$ -	\$ -	\$ -
449	BUILDING DEPT CAPITAL PROJECTS	\$ 345,202.29	\$ 12,537.32	\$ 22,759.95	\$ 334,979.66
470	7110 WEST Q FACILITY RENOVATION	\$ 54,595.55	\$ 929.68	\$ 55,525.23	\$ -
703	TAX FUND	\$ 14,529,545.15	\$ 31,037,863.76	\$ 45,255,461.17	\$ 311,947.74
810	N.EAGLE LAKE DRIVE SAD	\$ 9,539.51	\$ 2,854.00	\$ 4,124.71	\$ 8,268.80
813	CCTA SPECIAL ASSESSMENT DISTRICT	\$ 28,550.75	\$ 31,150.89	\$ 28,283.32	\$ 31,418.32
814	LAKE LEVEL PROJECT (County Drain)	\$ 2,568,537.73	\$ 2,462,141.43	\$ 2,451,697.54	\$ 2,578,981.62
815	TREASURE ISLAND SAD FUND	\$ 3,697.34	\$ 9,680.47	\$ 6,384.76	\$ 6,993.05
816	ROAD MAINTENANCE FUND	\$ 1,158,892.16	\$ 1,567,699.41	\$ 1,444,664.61	\$ 1,281,926.96
817	TEXAS CORNERS CORRIDOR & PATHWAY E	\$ 22,454.03	\$ 19,880.69	\$ 25,940.08	\$ 16,394.64
818	EAGLE LAKE SPECIAL ASSESSMENT	\$ 114,230.63	\$ 94,121.64	\$ 81,973.31	\$ 126,378.96
819	EAGLE LAKE SAD #2	\$ 60,763.92	\$ 55,360.77	\$ 43,028.56	\$ 73,096.13
821	CROOKED LAKE SPECIAL ASSESSMENT	\$ 124,174.69	\$ 114,519.50	\$ 95,024.73	\$ 143,669.46
840	CROOKED LAKE SAD #2	\$ 62,572.75	\$ 1,546.04	\$ 1,645.92	\$ 62,472.87
	<b>TOTAL - ALL FUNDS</b>	<b>\$ 30,494,599.42</b>	<b>\$ 47,464,017.06</b>	<b>\$ 60,932,671.96</b>	<b>\$ 17,025,944.52</b>
Fund	Description	1/1/25	Debits	Credits	11/30/25

Discrepancy - Cash by Bank vs. Cash by Fund<sup>1</sup> \$ (0.02)

12/15/2025

REVENUE AND EXPENDITURE REPORT FOR TEXAS CHARTER TOWNSHIP  
 PERIOD ENDING 11/30/2025

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
				11/30/2025	MONTH 11/30/2025	BALANCE	
				NORMAL	INCREASE	NORMAL	USED
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	
Fund 101 - GENERAL FUND							
Revenues							
Dept 000							
101-000-402.000	CURRENT REAL PROPERTY TAX	1,016,939.00	992,228.12		0.00	24,710.88	97.57
101-000-412.000	DEL PERSONAL PROPERTY TAX	1,000.00	15.69		0.00	984.31	1.57
101-000-445.000	INT. & PENAL/DEL PROP	20,000.00	29,880.30		0.00	(9,880.30)	149.40
101-000-447.000	TAX ADMINISTRATION FEE	456,356.00	323,262.36		0.00	133,093.64	70.84
101-000-477.000	CABLEVISION	110,000.00	69,280.78		18,604.79	40,719.22	62.98
101-000-480.000	LAND DIVISION APPLICATION	3,500.00	1,640.00		0.00	1,860.00	46.86
101-000-480.100	BOARD APPLICATION REVIEW	0.00	750.00		0.00	(750.00)	100.00
101-000-485.000	PASSPORT FEES	37,000.00	37,910.00		3,330.00	(910.00)	102.46
101-000-486.000	NOTARY SERVICES	0.00	390.00		125.00	(390.00)	100.00
101-000-487.000	MANUFACTURED HOME FEES	2,800.00	2,717.50		232.00	82.50	97.05
101-000-528.285	OTHER FEDERAL GRANTS - ARPA	0.00	258.76		0.00	(258.76)	100.00
101-000-552.000	STATE CONTINGENCY GRANT (TORNADO)	88,740.00	0.00		0.00	88,740.00	0.00
101-000-569.000	SBTE - STATE REIMBURSEMENT	0.00	613.87		0.00	(613.87)	100.00
101-000-573.000	PPT DISTRIBUTION REVENUE	5,000.00	4,651.98		0.00	348.02	93.04
101-000-573.100	QUAL. HEAVY EQUIP RENTAL PPT	0.00	10.06		0.00	(10.06)	100.00
101-000-574.000	STATE SHARED REVENUE	1,889,622.00	1,292,818.00		0.00	596,804.00	68.42
101-000-574.010	STATE SHARED REVENUE ROW	22,000.00	26,144.47		0.00	(4,144.47)	118.84
101-000-574.020	STATE SHARED REVENUE CVTRS	88,035.00	43,166.00		0.00	44,869.00	49.03
101-000-602.000	DISTRICT COURT FEES	16,710.00	0.00		0.00	16,710.00	0.00
101-000-603.000	PROCESSING FEE - STATE OF MICHIGAN	12,200.00	0.00		0.00	12,200.00	0.00
101-000-614.000	KVCC TKT COLLECTION FEE	50.00	0.00		0.00	50.00	0.00

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
				11/30/2025	MONTH 11/30/2025	BALANCE	
				NORMAL	INCREASE	NORMAL	
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	
101-000-618.000	ADMIN FEES WATER	0.00	0.00	0.00	0.00	0.00	0.00
101-000-618.100	ADMINISTRATION FEES - SPECIAL ASSESSMENT	12,200.00	11,200.00	0.00	1,000.00	91.80	
101-000-629.703	PLANNING COMMISSION APPLICATION	10,000.00	4,050.00	0.00	5,950.00	40.50	
101-000-630.703	ZONING BOARD OF APPEALS	3,600.00	900.00	0.00	2,700.00	25.00	
101-000-633.703	ZONING REVIEW	2,500.00	675.00	0.00	1,825.00	27.00	
101-000-634.703	SIGN PERMIT REVIEW	0.00	575.00	0.00	(575.00)	100.00	
101-000-642.000	CEMETERY LOT SALES	8,000.00	5,600.00	400.00	2,400.00	70.00	
101-000-645.000	GRAVE OPENINGS	12,000.00	15,085.00	1,430.00	(3,085.00)	125.71	
101-000-664.000	INTEREST ON INVESTMENT	140,000.00	127,590.08	10,555.87	12,409.92	91.14	
101-000-667.100	RENTAL FEES - TEXAS DRIVE PAVILION/CONC	2,750.00	3,870.00	0.00	(1,120.00)	140.73	
101-000-667.200	RENTAL FEES - TEXAS DRIVE SPORTS FIELDS	3,000.00	2,860.00	0.00	140.00	95.33	
101-000-667.300	RENTAL FEES - FARMERS MARKET PAVILION	3,000.00	2,650.00	0.00	350.00	88.33	
101-000-667.400	RENTAL FEES - 6TH STREET SPORTS FIELDS	3,500.00	2,165.00	0.00	1,335.00	61.86	
101-000-667.500	RENTAL FEES - 6TH STREET PAVILION	1,500.00	875.00	0.00	625.00	58.33	
101-000-673.000	SALE OF FIXED ASSETS	0.00	0.00	0.00	0.00	0.00	
101-000-674.000	CONTRIBUTIONS/DONATION	0.00	10,000.00	0.00	(10,000.00)	100.00	
101-000-674.751	RESTRICTED CONTRIB - TREE & BENCH	5,000.00	0.00	0.00	5,000.00	0.00	
101-000-676.248	REIMBURSEMENTS - DDA	6,717.00	6,717.00	0.00	0.00	100.00	
101-000-676.249	REIMBURSEMENT - BUILDING DEPT	39,098.00	39,098.00	0.00	0.00	100.00	
101-000-678.000	MISCELLANEOUS	1,000.00	0.00	0.00	1,000.00	0.00	
101-000-687.000	REIMBURSE ELECTION EXPENSE	10,000.00	0.00	0.00	10,000.00	0.00	
101-000-687.248	REIMBURSEMENT FROM DDA (CULVER PROP)	13,012.00	13,012.10	0.00	(0.10)	100.00	
101-000-687.300	REIMBURSE SITE PLAN FEES	0.00	0.00	0.00	0.00	0.00	
101-000-699.000	TRANSFER FROM CIF	0.00	0.00	0.00	0.00	0.00	
Total Dept 000		4,046,829.00	3,072,660.07	34,677.66	974,168.93	75.93	
Dept 262 - ELECTIONS							
101-262-687.000	REIMBURSE ELECTION EXPENSE	10,000.00	4,701.14	0.00	5,298.86	47.01	
Total Dept 262 - ELECTIONS		10,000.00	4,701.14	0.00	5,298.86	47.01	

GL NUMBER	DESCRIPTION	AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			2025	MONTH 11/30/2025	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Dept 265 - BUILDINGS & GROUNDS						
101-265-615.000	EV CHARGING STATION FEES	75.00	132.73	6.03	(57.73)	176.97
Total Dept 265 - BUILDINGS & GROUNDS		75.00	132.73	6.03	(57.73)	176.97
Dept 806 - FARMERS MARKET						
101-806-482.000	FARMERS' MARKET VENDOR FEES	20,000.00	23,810.00	495.00	(3,810.00)	119.05
101-806-585.000	SPONSORSHIPS - FARMERS' MARK	500.00	50.00	5.00	450.00	10.00
101-806-585.100	MUSIC SPONSORSHIP - FARMERS MARKET	3,600.00	4,000.00	0.00	(400.00)	111.11
101-806-664.000	INTEREST ON INVESTMENT	150.00	311.83	25.25	(161.83)	207.89
101-806-699.101	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00
Total Dept 806 - FARMERS MARKET		24,250.00	28,171.83	525.25	(3,921.83)	116.17
TOTAL REVENUES		4,081,154.00	3,105,665.77	35,208.94	975,488.23	76.10
Expenditures						
Dept 000						
101-000-703.005	VACATION BUY OUT	8,200.00	1,435.01	0.00	6,764.99	17.50
101-000-705.000	MERIT INCREASES	0.00	0.00	0.00	0.00	0.00
101-000-708.000	HRA/HSA EXPENSE	16,500.00	17,600.00	1,100.00	(1,100.00)	106.67
101-000-715.000	SOCIAL SECURITY & MEDICARE	0.00	701.52	0.00	(701.52)	100.00
101-000-995.100	TRANSFER OUT TO FIRE CAPITAL FUND	154,287.00	154,287.00	0.00	0.00	100.00
101-000-995.200	TRANSFER OUT TO FIRE OPERATING FUND	185,145.00	185,145.50	0.00	(0.50)	100.00
101-000-995.301	TRANSFER OUT - DEBT SERVICE	504,500.00	503,000.00	0.00	1,500.00	99.70
101-000-995.800	TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
Total Dept 000		868,632.00	862,169.03	1,100.00	6,462.97	99.26
Dept 101 - TRUSTEES						

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
				11/30/2025	MONTH 11/30/2025	BALANCE	
				NORMAL	INCREASE	NORMAL	
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	USED
101-101-701.000	FEES AND PER DIEM TRUSTEE	33,200.00	27,875.00	0.00	5,325.00	83.96	
101-101-715.000	SOCIAL SECURITY & MEDICARE	2,540.00	2,132.42	0.00	407.58	83.95	
101-101-801.000	DUES - MTA/COG/OTHERS	11,000.00	9,374.52	120.00	1,625.48	85.22	
101-101-875.000	SURVEY/STRATEGIC PLANNING	23,000.00	6,566.40	0.00	16,433.60	28.55	
101-101-955.000	CONTINUING EDUCATION	5,000.00	0.00	0.00	5,000.00	0.00	
101-101-956.000	MISCELLANEOUS	1,000.00	135.49	0.00	864.51	13.55	
Total Dept 101 - TRUSTEES		75,740.00	46,083.83	120.00	29,656.17	60.84	
Dept 171 - SUPERVISOR							
101-171-703.000	SALARIES-SUPERVISOR	23,801.00	17,850.39	0.00	5,950.61	75.00	
101-171-715.000	SOCIAL SECURITY & MEDICARE	1,821.00	1,365.55	0.00	455.45	74.99	
101-171-729.000	MEMBERSHIP AND DUES	100.00	0.00	0.00	100.00	0.00	
101-171-873.000	MILEAGE-SUPERVISOR	1,000.00	512.90	0.00	487.10	51.29	
101-171-955.000	CONTINUING EDUCATION	1,000.00	839.50	0.00	160.50	83.95	
Total Dept 171 - SUPERVISOR		27,722.00	20,568.34	0.00	7,153.66	74.20	
Dept 172 - SUPERINTENDENT							
101-172-703.000	SALARIES-SUPERINTENDENT	130,000.00	116,484.38	12,250.00	13,515.62	89.60	
101-172-703.300	DEPUTY SUPERINTENDENT	5,324.87	3,825.00	(2,250.00)	1,499.87	71.83	
101-172-703.400	EXECUTIVE ASSISTANT	18,620.00	15,521.91	2,278.44	3,098.09	83.36	
101-172-705.000	MERIT INCREASE	0.00	0.00	0.00	0.00	0.00	
101-172-715.000	SOCIAL SECURITY & MEDICARE	14,000.00	9,985.61	934.31	4,014.39	71.33	
101-172-715.100	SOCIAL SECURITY & MEDICARE	0.00	0.00	0.00	0.00	0.00	
101-172-729.000	MEMBERSHIP AND DUES	500.00	300.00	0.00	200.00	60.00	
101-172-873.000	MILEAGE-SUPERINTENDENT	3,600.00	604.22	0.00	2,995.78	16.78	
101-172-955.000	CONTINUING EDUCATION	1,000.00	1,114.40	0.00	(114.40)	111.44	
101-172-956.000	MISCELLANEOUS	500.00	309.37	0.00	190.63	61.87	
Total Dept 172 - SUPERINTENDENT		173,544.87	148,144.89	13,212.75	25,399.98	85.36	

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
				11/30/2025	MONTH 11/30/2025	BALANCE	
				NORMAL	INCREASE	NORMAL	
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	
Dept 215 - CLERK							
101-215-703.000	SALARIES	79,335.00	74,666.90	6,102.70	4,668.10	94.12	
101-215-703.200	SALARIES - DEPUTY CLERK	6,000.00	5,076.94	461.54	923.06	84.62	
101-215-703.300	ADMINISTRATIVE ASSISTANT	54,000.00	43,305.93	4,545.91	10,694.07	80.20	
101-215-715.000	SOCIAL SECURITY & MEDICARE	12,113.00	9,145.71	819.34	2,967.29	75.50	
101-215-729.000	MEMBERSHIP AND DUES	500.00	100.00	0.00	400.00	20.00	
101-215-873.000	MILEAGE - CLERK	500.00	267.40	0.00	232.60	53.48	
101-215-900.000	PRINTING AND PUBLISHING	6,000.00	3,099.02	0.00	2,900.98	51.65	
101-215-955.000	CONTINUING EDUCATION	1,500.00	1,337.69	178.04	162.31	89.18	
101-215-956.000	MISCELLANEOUS	500.00	39.00	0.00	461.00	7.80	
Total Dept 215 - CLERK		160,448.00	137,038.59	12,107.53	23,409.41	85.41	
Dept 228 - COMPUTER/IT							
101-228-750.000	COMPUTER SUPPLIES/EQUIPMENT	13,500.00	13,280.37	1,706.77	219.63	98.37	
101-228-800.000	COMPUTER SOFTWARE	16,000.00	15,763.53	345.12	236.47	98.52	
101-228-801.000	CONTRACT SERVICES	1,500.00	0.00	0.00	1,500.00	0.00	
101-228-802.000	TECHNICAL SUPPORT	65,766.13	49,517.84	3,712.46	16,248.29	75.29	
101-228-853.000	INTERNET	2,592.00	4,127.29	375.66	(1,535.29)	159.23	
101-228-854.000	WEBSITE	7,914.00	7,765.72	0.00	148.28	98.13	
101-228-921.000	TELEPHONE	8,818.00	7,874.81	722.86	943.19	89.30	
101-228-932.000	COMPUTER EQUIPMENT MAINT	0.00	0.00	0.00	0.00	0.00	
101-228-956.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	
Total Dept 228 - COMPUTER/IT		116,090.13	98,329.56	6,862.87	17,760.57	84.70	
Dept 247 - BOARD OF REVIEW							
101-247-712.000	FEES & PER DIEM-BD REVEIW	4,500.00	2,540.00	0.00	1,960.00	56.44	
101-247-715.000	SOCIAL SECURITY & MEDICARE	310.00	194.31	0.00	115.69	62.68	
101-247-728.000	OFFICE SUPPLIES	100.00	15.49	0.00	84.51	15.49	
101-247-900.000	PRINTING AND PUBLISHING	2,000.00	1,365.09	0.00	634.91	68.25	

GL NUMBER	DESCRIPTION	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
			11/30/2025	MONTH 11/30/2025	BALANCE	
			NORMAL	INCREASE	NORMAL	
		AMENDED BUDGET	(ABNORMAL)	(DECREASE)	(ABNORMAL)	USED
101-247-955.000	CONTINUING EDUCATION	500.00	30.00	0.00	470.00	6.00
101-247-956.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
Total Dept 247 - BOARD OF REVIEW		7,410.00	4,144.89	0.00	3,265.11	55.94
Dept 253 - TREASURER						
101-253-703.000	SALARIES	79,335.00	74,666.90	6,102.70	4,668.10	94.12
101-253-703.200	SALARY - DEPUTY TREASURER	6,000.00	6,347.63	461.54	(347.63)	105.79
101-253-703.400	TREASURER ADM ASSISTANT	47,840.00	40,913.86	4,240.00	6,926.14	85.52
101-253-715.000	SOCIAL SECURITY & MEDICARE	10,188.00	9,327.52	826.52	860.48	91.55
101-253-728.000	OFFICE SUPPLIES - TAX	4,500.00	3,644.55	2,166.20	855.45	80.99
101-253-729.000	MEMBERSHIP AND DUES	600.00	248.00	0.00	352.00	41.33
101-253-800.000	TAX SOFTWARE	3,250.00	3,297.00	0.00	(47.00)	101.45
101-253-853.000	INTERNET SERVICE	3,500.00	3,050.50	0.00	449.50	87.16
101-253-873.000	MILEAGE - TREASURER	550.00	196.00	0.00	354.00	35.64
101-253-901.000	POSTAGE	4,500.00	5,187.00	2,565.03	(687.00)	115.27
101-253-955.000	CONTINUING EDUCATION	2,000.00	2,606.75	0.00	(606.75)	130.34
101-253-956.000	MISCELLANEOUS	1,000.00	335.85	11.00	664.15	33.59
Total Dept 253 - TREASURER		163,263.00	149,821.56	16,372.99	13,441.44	91.77
Dept 257 - ASSESSING						
101-257-703.000	SALARIES	97,912.00	87,778.23	7,531.70	10,133.77	89.65
101-257-703.100	SALARIES-CLERICAL	4,736.00	3,284.38	1,041.90	1,451.62	69.35
101-257-715.000	SOCIAL SECURITY & MEDICARE	7,490.00	6,748.04	632.91	741.96	90.09
101-257-728.000	OFFICE SUPPLIES	500.00	36.98	0.00	463.02	7.40
101-257-729.000	MEMBERSHIP AND DUES	350.00	0.00	0.00	350.00	0.00
101-257-800.000	ASSESSING SOFTWARE	6,500.00	6,154.65	0.00	345.35	94.69
101-257-826.000	LEGAL FEES	5,000.00	331.50	0.00	4,668.50	6.63
101-257-834.000	SPLITS & DEEDS	15,000.00	9,320.19	1,576.75	5,679.81	62.13
101-257-853.000	INTERNET SERVICE	3,100.00	3,050.50	0.00	49.50	98.40

GL NUMBER	DESCRIPTION	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
			11/30/2025	MONTH 11/30/2025	BALANCE	
		AMENDED BUDGET	NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	USED
101-257-873.000	MILEAGE	250.00	673.12	0.00	(423.12)	269.25
101-257-900.000	PRINTING AND PUBLISHING	2,500.00	0.00	0.00	2,500.00	0.00
101-257-901.000	POSTAGE	5,000.00	4,508.79	0.00	491.21	90.18
101-257-955.000	CONTINUING EDUCATION	500.00	2,067.73	0.00	(1,567.73)	413.55
101-257-955.100	PARCEL REVIEW	20,000.00	19,880.00	0.00	120.00	99.40
101-257-956.000	MISCELLANEOUS	350.00	302.70	0.00	47.30	86.49
Total Dept 257 - ASSESSING		169,188.00	144,136.81	10,783.26	25,051.19	85.19
Dept 262 - ELECTIONS						
101-262-703.000	ELECTION ASSISTANT	4,500.00	4,477.95	0.00	22.05	99.51
101-262-704.000	PER DIEM - ELECTION WORKERS	3,000.00	2,843.25	2,843.25	156.75	94.78
101-262-715.000	SOCIAL SECURITY & MEDICARE	500.00	334.09	0.00	165.91	66.82
101-262-728.000	OFFICE SUPPLIES	5,000.00	1,319.37	0.00	3,680.63	26.39
101-262-730.000	RECORD STORAGE/DESTRUCTION	500.00	258.55	36.05	241.45	51.71
101-262-801.000	COMPUTER UPDATES & TRAINING	0.00	0.00	0.00	0.00	0.00
101-262-802.000	EARLY VOTING	1,873.00	1,872.92	0.00	0.08	100.00
101-262-873.000	MILEAGE - ELECTIONS	100.00	209.89	0.00	(109.89)	209.89
101-262-900.000	PRINTING AND PUBLISHING	3,000.00	1,333.54	0.00	1,666.46	44.45
101-262-901.000	POSTAGE	5,000.00	1,460.28	0.00	3,539.72	29.21
101-262-933.000	EQUIPMENT MAINTENANCE	6,500.00	0.00	0.00	6,500.00	0.00
101-262-956.000	MISCELLANEOUS	5,000.00	6,128.93	592.33	(1,128.93)	122.58
101-262-958.000	RENT - PRECINCT FACILITY	1,500.00	600.00	600.00	900.00	40.00
101-262-970.100	CAPITAL OUTLAY - ELECTIONS	0.00	0.00	0.00	0.00	0.00
Total Dept 262 - ELECTIONS		36,473.00	20,838.77	4,071.63	15,634.23	57.13
Dept 265 - BUILDINGS & GROUNDS						
101-265-703.000	SALARIES	26,725.00	30,491.05	4,785.57	(3,766.05)	114.09
101-265-715.000	SOCIAL SECURITY & MEDICARE	2,044.00	2,333.11	366.12	(289.11)	114.14
101-265-715.100	SOCIAL SECURITY & MEDICARE	0.00	0.00	0.00	0.00	0.00

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
				11/30/2025	MONTH 11/30/2025	BALANCE	
				NORMAL	INCREASE	NORMAL	
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	
101-265-750.000	TOOLS & SUPPLIES	15,500.00		13,952.82	1,465.46	1,547.18	90.02
101-265-763.000	AUTOMOBILE MAINTENANCE	3,000.00		2,726.95	79.28	273.05	90.90
101-265-852.000	TELEPHONE (EMPLOYEE REIMB)	0.00		0.00	0.00	0.00	0.00
101-265-873.000	MILEAGE-MAINTENANCE	0.00		7.99	0.00	(7.99)	100.00
101-265-920.000	UTILITIES (7060 & 7110)	3,000.00		0.00	0.00	3,000.00	0.00
101-265-920.100	UTILITIES (7227)	35,000.00		29,724.77	2,741.54	5,275.23	84.93
101-265-923.000	EV CHARGEPOINT FEE	3,780.00		3,780.00	0.00	0.00	100.00
101-265-931.000	BUILDING MAINTENANCE (7060 & 7110)	3,000.00		8,627.95	510.00	(5,627.95)	287.60
101-265-931.100	BUILDING MAINT (7227)	33,500.00		26,386.85	5,561.95	7,113.15	78.77
101-265-936.000	GROUNDS MAINTENANCE (7060 & 7110)	6,000.00		9,567.60	1,540.99	(3,567.60)	159.46
101-265-936.100	GROUNDS MAINTENANCE (7227)	12,000.00		9,573.52	1,103.00	2,426.48	79.78
101-265-955.000	CONTINUING EDUCATION	1,200.00		1,097.60	50.00	102.40	91.47
101-265-956.000	MISCELLANEOUS	2,500.00		0.08	0.00	2,499.92	0.00
101-265-970.100	CAPITAL OUTLAY - OFFICE	5,000.00		0.00	0.00	5,000.00	0.00
101-265-970.200	CAPITAL OUTLAY - TWP HALL	15,000.00		0.00	0.00	15,000.00	0.00
101-265-970.806	CAPITAL OUTLAY - FARMERS MKT PAV / REST	0.00		0.00	0.00	0.00	0.00
Total Dept 265 - BUILDINGS & GROUNDS		167,249.00		138,270.29	18,203.91	28,978.71	82.67
Dept 268 - TOWNSHIP OFFICE							
101-268-703.000	OFFICE SALARIES	63,560.00		53,471.53	2,278.56	10,088.47	84.13
101-268-715.000	SOCIAL SECURITY & MEDICARE	3,749.00		4,058.33	172.41	(309.33)	108.25
101-268-715.100	SOCIAL SECURITY & MEDICARE	0.00		0.00	0.00	0.00	0.00
101-268-728.000	OFFICE SUPPLIES	12,000.00		8,806.66	494.84	3,193.34	73.39
101-268-728.100	PASSPORT SUPPLIES	1,500.00		1,010.46	567.38	489.54	67.36
101-268-730.000	RECORD STORAGE/DESTRUCTION	1,250.00		832.45	147.10	417.55	66.60
101-268-740.000	OFFICE TOOLS & EQUIPMENT	3,000.00		2,591.47	0.00	408.53	86.38
101-268-776.000	EQUIPMENT MAINTENANCE	500.00		669.47	79.28	(169.47)	133.89
101-268-873.000	MILEAGE	500.00		968.36	80.85	(468.36)	193.67
101-268-901.000	POSTAGE	6,000.00		3,759.67	0.00	2,240.33	62.66

GL NUMBER	DESCRIPTION	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
			11/30/2025	MONTH 11/30/2025	BALANCE	
			NORMAL	INCREASE	NORMAL	
		AMENDED BUDGET	(ABNORMAL)	(DECREASE)	(ABNORMAL)	USED
Total Dept 268 - TOWNSHIP OFFICE						
		92,059.00	76,168.40	3,820.42	15,890.60	82.74
Dept 270 - HUMAN RESOURCES						
101-270-703.000	SALARIES	30,000.00	16,269.21	7,230.76	13,730.79	54.23
101-270-715.000	SOCIAL SECURITY & MEDICARE	0.00	1,244.59	553.15	(1,244.59)	100.00
101-270-729.000	MEMBERSHIP AND DUES	0.00	0.00	0.00	0.00	0.00
101-270-800.000	HRIS SOFTWARE	0.00	0.00	0.00	0.00	0.00
101-270-826.000	LEGAL FEES	0.00	1,020.00	714.00	(1,020.00)	100.00
101-270-955.000	CONTINUING EDUCATION	0.00	0.00	0.00	0.00	0.00
101-270-956.000	MISCELLANEOUS	0.00	545.63	29.95	(545.63)	100.00
Total Dept 270 - HUMAN RESOURCES						
		30,000.00	19,079.43	8,527.86	10,920.57	63.60
Dept 272 - ADMINISTRATION						
101-272-715.000	SOCIAL SECURITY & MEDICARE	0.00	367.08	34.18	(367.08)	100.00
101-272-715.100	SOCIAL SECURITY & MEDICARE	0.00	0.00	0.00	0.00	0.00
101-272-718.000	RETIREMENT	86,137.00	76,748.04	6,548.68	9,388.96	89.10
101-272-719.000	DISABILITY INSURANCE	8,723.00	7,896.32	602.33	826.68	90.52
101-272-800.000	ADMINISTRATIVE SOFTWARE	12,500.00	9,791.40	0.00	2,708.60	78.33
101-272-808.000	INDEPENDENT AUDITOR	15,014.00	16,151.10	0.00	(1,137.10)	107.57
101-272-820.000	ENGINEERING FEES	10,000.00	8,537.35	80.25	1,462.65	85.37
101-272-821.000	ACCOUNTING FEES	20,000.00	18,172.49	529.37	1,827.51	90.86
101-272-821.100	HR CONSULTING FEES	60,000.00	41,410.00	4,763.75	18,590.00	69.02
101-272-821.200	PAYROLL SERVICE FEES	0.00	0.00	0.00	0.00	0.00
101-272-822.000	WATER TESTING	0.00	0.00	0.00	0.00	0.00
101-272-826.000	LEGAL FEES	40,000.00	34,063.45	1,804.30	5,936.55	85.16
101-272-834.000	HOSPITAL/MEDICAL INSURANCE	146,851.00	137,942.87	14,498.41	8,908.13	93.93
101-272-852.000	TELEPHONE (EMPLOYEE REIMB)	2,850.00	1,000.00	175.00	1,850.00	35.09
101-272-860.000	CCTA TRANSPORTATION FUNDING	13,000.00	13,000.00	0.00	0.00	100.00
101-272-951.000	FARMERS' MARKET/PAVILION EXPENSE	0.00	0.00	0.00	0.00	0.00

GL NUMBER	DESCRIPTION	AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			2025	MONTH 11/30/2025	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
101-272-952.000	FARMERS MARKET MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
101-272-955.000	STAFF PROFESSIONAL DEVELOPMENT	5,000.00	5,039.88	0.00	(39.88)	100.80
101-272-956.000	MISCELLANEOUS	33,000.00	20,707.21	1,431.39	12,292.79	62.75
101-272-960.000	INSURANCE & BONDS	55,000.00	52,959.17	298.00	2,040.83	96.29
101-272-962.000	TOWNSHIP PROMOTION	32,800.00	20,916.29	0.00	11,883.71	63.77
101-272-964.000	REFUNDS/TAX TRIBUNAL	3,000.00	0.00	0.00	3,000.00	0.00
101-272-970.000	CAPITAL OUTLAY - GENERAL	3,000.00	0.00	0.00	3,000.00	0.00
101-272-995.700	TRANSFER OUT TO CAPITAL	200,000.00	200,000.00	0.00	0.00	100.00
Total Dept 272 - ADMINISTRATION		746,875.00	664,702.65	30,765.66	82,172.35	89.00
Dept 301 - PUBLIC SAFETY						
101-301-801.000	SHERIFF PATROL PAY	315,000.00	229,935.21	0.00	85,064.79	73.00
101-301-826.000	LEGAL FEES	7,580.00	8,039.40	459.00	(459.40)	106.06
101-301-933.000	EQUIPMENT MAINTENANCE	200.00	11.50	0.00	188.50	5.75
101-301-951.000	PUBLIC SAFETY STUDY	0.00	0.00	0.00	0.00	0.00
101-301-956.000	MISCELLANEOUS	200.00	0.00	0.00	200.00	0.00
Total Dept 301 - PUBLIC SAFETY		322,980.00	237,986.11	459.00	84,993.89	73.68
Dept 441 - PUBLIC WORKS						
101-441-703.000	SALARIES - MAINTENANCE	1,782.00	6,071.73	156.95	(4,289.73)	340.73
101-441-715.000	SOCIAL SECURITY & MEDICARE	136.00	431.58	11.99	(295.58)	317.34
101-441-715.100	SOCIAL SECURITY & MEDICARE	0.00	0.00	0.00	0.00	0.00
101-441-763.000	AUTOMOBILE MAINTENANCE	0.00	112.95	112.96	(112.95)	100.00
101-441-810.000	TRANSFER TO ROADS	175,000.00	175,000.00	0.00	0.00	100.00
101-441-810.299	TRANSFER TO TORNADO	0.00	0.00	0.00	0.00	0.00
101-441-818.000	COMPACTOR SERVICE	30,000.00	243.25	0.00	29,756.75	0.81
101-441-818.100	COMPACTOR - LABOR	60,000.00	54,312.50	0.00	5,687.50	90.52
101-441-819.000	RECYCLING	12,047.00	577.00	0.00	11,470.00	4.79
101-441-821.000	HOUSEHOLD HAZARDOUS WASTE	25,000.00	15,655.72	0.00	9,344.28	62.62

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
				11/30/2025	MONTH 11/30/2025	BALANCE	
				NORMAL	INCREASE	NORMAL	
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	USED
101-441-830.000	TOWNSHIP DRAIN ASSESSMENT	7,256.00	16,152.40	0.00	(8,896.40)	222.61	
101-441-850.000	TELEPHONE	0.00	40.00	0.00	(40.00)	100.00	
101-441-926.000	TOWNSHIP STREET LIGHTING	7,500.00	4,691.45	358.79	2,808.55	62.55	
101-441-930.000	12TH ROUND ABOUT MAINTENANCE	2,500.00	0.00	0.00	2,500.00	0.00	
101-441-936.000	GROUNDS MAINTENANCE (SIDEWALKS)	0.00	0.00	0.00	0.00	0.00	
101-441-956.000	MISCELLANEOUS	500.00	0.00	0.00	500.00	0.00	
101-441-999.100	CONTINGENCIES (BUDGET)	0.00	0.00	0.00	0.00	0.00	
Total Dept 441 - PUBLIC WORKS		321,721.00	273,288.58	640.69	48,432.42	84.95	
Dept 567 - CEMETERY							
101-567-703.000	SEXTON FEES	15,000.00	12,240.08	480.00	2,759.92	81.60	
101-567-703.100	SALARIES - MAINTENANCE	1,782.00	1,914.92	156.94	(132.92)	107.46	
101-567-715.000	SOCIAL SECURITY & MEDICARE	136.00	141.48	11.99	(5.48)	104.03	
101-567-750.000	TOOLS AND SUPPLIES	1,000.00	269.64	0.00	730.36	26.96	
101-567-930.000	MAINTENANCE - CEMETERY	12,500.00	13,195.80	4,505.40	(695.80)	105.57	
101-567-956.000	MISCELLANEOUS	2,900.00	1,527.63	0.00	1,372.37	52.68	
101-567-957.000	MONUMENT REPAIR	1,000.00	500.00	0.00	500.00	50.00	
101-567-970.100	CAPITAL OUTLAY CEMETERY	0.00	0.00	0.00	0.00	0.00	
Total Dept 567 - CEMETERY		34,318.00	29,789.55	5,154.33	4,528.45	86.80	
Dept 703 - COMMUNITY & ECONOMIC DEVELOPMENT							
101-703-702.000	SALARIES - PLANNING DIRECTOR	102,900.00	93,770.55	7,915.38	9,129.45	91.13	
101-703-702.100	SALARIES - ZONING ADMINISTRATOR	48,175.00	44,090.42	3,705.76	4,084.58	91.52	
101-703-703.100	ADMINISTRATIVE ASSISTANT	0.00	0.00	0.00	0.00	0.00	
101-703-703.300	SALARIES-ORDINANCE ENF.	30,000.00	21,253.00	750.00	8,747.00	70.84	
101-703-703.400	PER DIEM - PLANNING COMMISSION	22,500.00	0.00	0.00	22,500.00	0.00	
101-703-715.000	SOCIAL SECURITY & MEDICARE	15,879.00	11,714.82	890.53	4,164.18	73.78	
101-703-716.000	FRINGE BENEFITS	4,420.00	4,383.43	539.98	36.57	99.17	
101-703-728.000	OFFICE SUPPLIES	1,000.00	147.72	0.00	852.28	14.77	

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
				11/30/2025	MONTH 11/30/2025	BALANCE	
				NORMAL	INCREASE	NORMAL	
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	USED
101-703-729.000	MEMBERSHIPS AND DUES	2,000.00		1,354.19	0.00	645.81	67.71
101-703-730.000	FEES AND PER DIEM - ZBA	4,000.00		0.00	0.00	4,000.00	0.00
101-703-740.000	OFFICE TOOLS/EQUIPMENT & SUPPLIES	1,000.00		299.40	0.00	700.60	29.94
101-703-800.000	COMPUTER SOFTWARE	6,800.00		4,826.42	2,100.00	1,973.58	70.98
101-703-820.000	ENGINEERING FEES	1,000.00		800.50	0.00	199.50	80.05
101-703-824.000	GIS	2,000.00		119.00	0.00	1,881.00	5.95
101-703-826.000	LEGAL FEES	12,000.00		3,391.50	816.00	8,608.50	28.26
101-703-827.000	PLANNING SERVICE FEES	0.00		0.00	0.00	0.00	0.00
101-703-873.000	MILEAGE	0.00		257.28	0.00	(257.28)	100.00
101-703-900.000	PRINTING AND PUBLISHING	12,000.00		4,339.57	0.00	7,660.43	36.16
101-703-930.000	AUTOMOBILE MAINTENANCE	1,200.00		2,497.71	1,593.70	(1,297.71)	208.14
101-703-955.000	CONTINUING EDUCATION	5,000.00		2,730.85	0.00	2,269.15	54.62
101-703-956.000	MISCELLANEOUS	1,000.00		488.43	0.00	511.57	48.84
101-703-970.100	CAPITAL OUTLAY COMMUNITY & ECON DEVEL	0.00		0.00	0.00	0.00	0.00
Total Dept 703 - COMMUNITY & ECONOMIC DEVELOPMENT		272,874.00		196,464.79	18,311.35	76,409.21	72.00
Dept 751 - RECREATION & CULTURE							
101-751-703.000	SALARIES - MAINTENANCE STAFF	53,450.00		51,515.64	4,316.53	1,934.36	96.38
101-751-715.000	SOCIAL SECURITY & MEDICARE	4,149.00		3,941.26	330.22	207.74	94.99
101-751-750.000	TOOLS AND SUPPLIES	6,500.00		2,935.92	101.69	3,564.08	45.17
101-751-763.000	AUTOMOBILE MAINTENANCE	0.00		145.66	79.27	(145.66)	100.00
101-751-820.000	ENGINEERING	3,000.00		3,463.70	0.00	(463.70)	115.46
101-751-826.000	LEGAL FEES	1,000.00		0.00	0.00	1,000.00	0.00
101-751-827.000	PLANNING SERVICE FEES	20,000.00		14,455.00	0.00	5,545.00	72.28
101-751-853.000	INTERNET	0.00		0.00	0.00	0.00	0.00
101-751-920.000	UTILITIES	10,466.00		7,933.74	670.52	2,532.26	75.80
101-751-930.000	MAINTENANCE - PARK	90,000.00		69,437.45	11,019.82	20,562.55	77.15
101-751-930.025	MAINTENANCE - MAPLE HILL SPLASH PAD	5,000.00		3,616.46	931.00	1,383.54	72.33
101-751-931.000	MAINTENANCE - TRAILWAY	15,000.00		28,930.61	750.00	(13,930.61)	192.87

GL NUMBER	DESCRIPTION	AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			2025	MONTH 11/30/2025	MONTH 11/30/2025	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
101-751-956.000	MISCELLANEOUS	1,000.00	643.55	4.28	356.45	64.36
101-751-958.000	DONATED TREE & BENCH EXPENSE	5,000.00	698.96	0.00	4,301.04	13.98
101-751-970.100	CAPITAL OUTLAY - PARKS	17,500.00	7,886.79	0.00	9,613.21	45.07
Total Dept 751 - RECREATION & CULTURE		232,065.00	195,604.74	18,203.33	36,460.26	84.29
Dept 806 - FARMERS MARKET						
101-806-703.000	MARKET MANAGER	11,500.00	9,459.81	558.63	2,040.19	82.26
101-806-703.100	SALARIES - MAINTENANCE STAFF	891.00	920.03	78.51	(29.03)	103.26
101-806-703.300	MARKET ASSISTANT	4,000.00	3,397.50	120.00	602.50	84.94
101-806-715.000	SOCIAL SECURITY & MEDICARE	1,254.00	1,051.28	57.94	202.72	83.83
101-806-752.000	SUPPLIES	1,500.00	1,069.07	0.00	430.93	71.27
101-806-761.000	TOOLS & EQUIPMENT	2,500.00	2,046.89	0.00	453.11	81.88
101-806-880.000	PROMOTION - MARKET	6,000.00	5,921.43	139.25	78.57	98.69
101-806-931.000	BUILDING MAINTENANCE (7060)	1,000.00	737.89	63.74	262.11	73.79
101-806-952.000	FARMERS MARKET MISCELLANEOUS	1,500.00	167.72	0.00	1,332.28	11.18
101-806-953.000	BANK & CC TRANSACTION FEES	2,000.00	0.00	0.00	2,000.00	0.00
101-806-955.000	CONTINUING EDUCATION	0.00	0.00	0.00	0.00	0.00
Total Dept 806 - FARMERS MARKET		32,145.00	24,771.62	1,018.07	7,373.38	77.06
TOTAL EXPENDITURES		4,050,797.00	3,487,402.43	169,735.65	563,394.57	86.09
Fund 101 - GENERAL FUND:						
TOTAL REVENUES		4,081,154.00	3,105,665.77	35,208.94	975,488.23	76.10
TOTAL EXPENDITURES		4,050,797.00	3,487,402.43	169,735.65	563,394.57	86.09
NET OF REVENUES & EXPENDITURES		30,357.00	(381,736.66)	(134,526.71)	412,093.66	1,257.49

Fund 206 - FIRE FUND

Revenues

GL NUMBER	DESCRIPTION	2025 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			11/30/2025 NORMAL (ABNORMAL)	MONTH 11/30/2025 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Dept 000						
206-000-403.000	MILLAGE	1,198,269.00	1,193,293.08	0.00	4,975.92	99.58
206-000-528.000	GRANTS	0.00	0.00	0.00	0.00	0.00
206-000-569.000	SBTE - STATE REIMBURSEMENT	0.00	723.35	0.00	(723.35)	100.00
206-000-664.000	INTEREST ON INVESTMENT	15,000.00	15,062.17	1,087.36	(62.17)	100.41
206-000-678.000	MISCELLANEOUS	10,000.00	75.00	0.00	9,925.00	0.75
206-000-699.000	TRANSFER FROM GENERAL FUND	185,145.00	185,145.50	0.00	(0.50)	100.00
206-000-699.284	TRANSFER FROM OPIOID FUND	0.00	0.00	0.00	0.00	0.00
206-000-699.470	TRANSFER IN (7110 W Q RENO)	0.00	3,029.34	0.00	(3,029.34)	100.00
Total Dept 000		1,408,414.00	1,397,328.44	1,087.36	11,085.56	99.21
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TOTAL REVENUES		1,408,414.00	1,397,328.44	1,087.36	11,085.56	99.21
Expenditures						
Dept 000						
206-000-701.000	SALARIES - CLERICAL	0.00	0.00	0.00	0.00	0.00
Total Dept 000		0.00	0.00	0.00	0.00	0.00
Dept 336 - FIRE DEPARTMENT						
206-336-701.000	SALARIES - CLERICAL	49,005.00	44,445.35	3,857.95	4,559.65	90.70
206-336-702.000	SALARIES - FIRE CHIEF	88,855.00	110,610.97	9,269.24	(21,755.97)	124.48
206-336-702.100	SALARIES- DEPUTY CHIEF	0.00	0.00	0.00	0.00	0.00
206-336-703.000	SALARIES - ON CALL FIRE FIGHTERS	94,383.00	132,023.72	8,677.70	(37,640.72)	139.88
206-336-703.005	VACATION BUY OUT	6,405.00	0.00	0.00	6,405.00	0.00
206-336-703.006	COMP TIME CASH OUT	68,518.00	32,264.38	4,410.10	36,253.62	47.09
206-336-703.250	2023 COLA STIPEND	0.00	0.00	0.00	0.00	0.00
206-336-703.500	HOLIDAY PAY	34,955.00	1,470.26	0.00	33,484.74	4.21
206-336-704.500	TRAINING/CONVENTIONS	16,800.00	11,701.66	2,205.48	5,098.34	69.65

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
				11/30/2025	MONTH 11/30/2025	BALANCE	
				NORMAL	INCREASE	NORMAL	
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	USED
206-336-706.000	SALARIES FULL-TIME FIREFIGHTER	466,076.00		444,613.02	37,923.44	21,462.98	95.39
206-336-706.100	OVERTIME - FULL TIME FIREFIGHTERS	0.00		0.00	0.00	0.00	0.00
206-336-707.000	WAGES - PART TIME FIREFIGHTERS	0.00		0.00	0.00	0.00	0.00
206-336-708.000	HSA EXPENSE	9,900.00		10,450.00	550.00	(550.00)	105.56
206-336-711.000	DISABILITY INSURANCE	14,925.00		12,719.51	398.80	2,205.49	85.22
206-336-715.000	SOCIAL SECURITY & MEDICARE	59,730.00		59,263.52	4,956.80	466.48	99.22
206-336-715.100	SOCIAL SECURITY & MEDICARE	0.00		0.00	0.00	0.00	0.00
206-336-718.000	RETIREMENT	76,564.00		71,859.08	5,420.96	4,704.92	93.85
206-336-728.000	OFFICE SUPPLIES	1,200.00		1,743.76	75.19	(543.76)	145.31
206-336-729.000	MEMBERSHIP AND DUES	4,989.00		4,635.89	0.00	353.11	92.92
206-336-730.000	BOOKS/MAGAZINES/PERIODICALS	530.00		0.00	0.00	530.00	0.00
206-336-740.000	OPERATING SUPPLIES	14,470.00		5,734.89	235.27	8,735.11	39.63
206-336-741.000	MEDICAL SUPPLIES	15,890.00		3,456.41	42.49	12,433.59	21.75
206-336-742.000	UNIFORMS	11,068.00		4,260.86	1,909.35	6,807.14	38.50
206-336-750.000	TOOLS & EQUIPMENT	45,000.00		13,046.42	7,290.90	31,953.58	28.99
206-336-801.000	PHYSICAL EXAMS	23,100.00		19,113.49	0.00	3,986.51	82.74
206-336-801.100	TECHNICAL SUPPORT	15,000.00		19,982.50	1,844.23	(4,982.50)	133.22
206-336-802.000	COMPUTER SOFTWARE	33,048.00		28,248.32	1,226.16	4,799.68	85.48
206-336-808.000	INDEPENDENT AUDITOR	2,782.00		3,437.77	0.00	(655.77)	123.57
206-336-826.000	LEGAL FEES	1,530.00		331.50	0.00	1,198.50	21.67
206-336-830.000	ELECTRONICS	10,500.00		7,483.40	1,805.93	3,016.60	71.27
206-336-834.000	HOSPITAL/MEDICAL INSURANCE	115,216.00		105,986.75	10,653.54	9,229.25	91.99
206-336-873.000	MILEAGE	0.00		0.00	0.00	0.00	0.00
206-336-900.000	PRINTING AND PUBLISHING	2,580.00		1,287.02	0.00	1,292.98	49.88
206-336-920.000	UTILITIES	27,933.00		20,509.57	1,456.80	7,423.43	73.42
206-336-921.000	TELEPHONE/911/CELLULAR	14,023.00		7,654.78	408.00	6,368.22	54.59
206-336-923.000	GAS/OIL/PARKING	16,650.00		10,776.15	1,268.44	5,873.85	64.72
206-336-931.000	BUILDING MAINTENANCE (7110)	22,260.00		12,846.76	2,447.07	9,413.24	57.71
206-336-933.000	EQUIPMENT MAINTENANCE	21,332.00		17,629.90	4,383.90	3,702.10	82.65

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
				11/30/2025	MONTH 11/30/2025	BALANCE	
				NORMAL	INCREASE	NORMAL	
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	
206-336-934.000	VEHICLE MAINTENANCE	50,450.00		34,665.31	6,503.29	15,784.69	68.71
206-336-936.000	GROUNDS MAINTENANCE	0.00		0.00	0.00	0.00	0.00
206-336-956.000	MISCELLANEOUS	1,327.00		740.08	44.97	586.92	55.77
206-336-960.000	INSURANCE & BONDS	52,000.00		73,302.75	0.00	(21,302.75)	140.97
206-336-970.000	CAPITAL OUTLAY - GENERAL	0.00		0.00	0.00	0.00	0.00
206-336-970.100	CAPITAL OUTLAY - BUILDING	0.00		0.00	0.00	0.00	0.00
206-336-995.206	TRANSFER OUT: FIRE RENOVATION PROJECT	0.00		0.00	0.00	0.00	0.00
206-336-995.406	TRANSFER OUT: FIRE CAPITAL	0.00		0.00	0.00	0.00	0.00
Total Dept 336 - FIRE DEPARTMENT		1,488,994.00		1,328,295.75	119,266.00	160,698.25	89.21
TOTAL EXPENDITURES		1,488,994.00		1,328,295.75	119,266.00	160,698.25	89.21
Fund 206 - FIRE FUND:							
TOTAL REVENUES		1,408,414.00		1,397,328.44	1,087.36	11,085.56	99.21
TOTAL EXPENDITURES		1,488,994.00		1,328,295.75	119,266.00	160,698.25	89.21
NET OF REVENUES & EXPENDITURES		(80,580.00)		69,032.69	(118,178.64)	(149,612.69)	85.67
Fund 212 - LIQUOR LAW ENFORCEMENT FUND							
Revenues							
Dept 000							
212-000-543.000	STATE GRANTS PUBLIC SAFETY	0.00		10,841.60	0.00	(10,841.60)	100.00
212-000-664.000	INTEREST ON INVESTMENT	0.00		269.91	17.60	(269.91)	100.00
Total Dept 000		0.00		11,111.51	17.60	(11,111.51)	100.00
TOTAL REVENUES		0.00		11,111.51	17.60	(11,111.51)	100.00
Expenditures							

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
				11/30/2025	MONTH 11/30/2025	BALANCE	
				NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Dept 301 - PUBLIC SAFETY							
212-301-933.000	EQUIPMENT MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00
212-301-980.000	EQUIPMENT-SPEED POSTS	10,383.00	2,090.73	0.00	8,292.27	20.14	
212-301-995.101	TRANSFER OUT - GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 301 - PUBLIC SAFETY		10,383.00	2,090.73	0.00	8,292.27	20.14	
TOTAL EXPENDITURES		10,383.00	2,090.73	0.00	8,292.27	20.14	
Fund 212 - LIQUOR LAW ENFORCEMENT FUND:							
TOTAL REVENUES		0.00	11,111.51	17.60	(11,111.51)	100.00	
TOTAL EXPENDITURES		10,383.00	2,090.73	0.00	8,292.27	20.14	
NET OF REVENUES & EXPENDITURES		(10,383.00)	9,020.78	17.60	(19,403.78)	86.88	
Fund 219 - STREET LIGHTING FUND							
Revenues							
Dept 000							
219-000-451.000	SPECIAL ASSESSMENT	182,652.00	182,651.73	0.00	0.27	100.00	
219-000-664.000	INTEREST ON INVESTMENT	800.00	1,891.98	71.01	(1,091.98)	236.50	
219-000-674.000	CONST. OF STREET LIGHTS	0.00	0.00	0.00	0.00	0.00	
219-000-678.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	
Total Dept 000		183,452.00	184,543.71	71.01	(1,091.71)	100.60	
TOTAL REVENUES		183,452.00	184,543.71	71.01	(1,091.71)	100.60	
Expenditures							
Dept 441 - PUBLIC WORKS							
219-441-808.000	INDEPENDENT AUDIT	717.00	1,145.93	0.00	(428.93)	159.82	



GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
				11/30/2025	MONTH 11/30/2025	BALANCE	USED
				NORMAL	INCREASE	NORMAL	
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	
Expenditures							
Dept 000							
233-000-991.000	INSTALL PURCH AGREEMENT PRINCIPAL		0.00	0.00	0.00	0.00	0.00
233-000-993.000	INSTALL PURCH AGREEMENT INT		0.00	0.00	0.00	0.00	0.00
Total Dept 000			0.00	0.00	0.00	0.00	0.00
Dept 728 - ECONOMIC DEVELOPMENT							
233-728-808.000	INDEPENDENT AUDITOR		0.00	0.00	0.00	0.00	0.00
233-728-820.000	ENGINEERING FEES		0.00	0.00	0.00	0.00	0.00
233-728-826.000	LEGAL FEES		0.00	19,608.70	13,824.20	(19,608.70)	100.00
233-728-920.000	UTILITIES		0.00	0.00	0.00	0.00	0.00
233-728-931.000	MAINTENANCE		0.00	0.00	0.00	0.00	0.00
233-728-931.100	MOWING		0.00	0.00	0.00	0.00	0.00
233-728-931.200	SNOW REMOVAL		0.00	0.00	0.00	0.00	0.00
233-728-932.000	STREETSCAPE		0.00	0.00	0.00	0.00	0.00
233-728-965.100	CONSTRUCTION MANAGEMENT		0.00	0.00	0.00	0.00	0.00
233-728-970.000	CONSTRUCTION		0.00	0.00	0.00	0.00	0.00
233-728-970.100	FIXTURES/FURNISHINGS/EQUIPMENT		0.00	0.00	0.00	0.00	0.00
233-728-999.100	CONTINGENCIES (BUDGET)		0.00	0.00	0.00	0.00	0.00
Total Dept 728 - ECONOMIC DEVELOPMENT			0.00	19,608.70	13,824.20	(19,608.70)	100.00
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TOTAL EXPENDITURES			0.00	19,608.70	13,824.20	(19,608.70)	100.00
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Fund 233 - LONGHORN DR CONSTRUCTION:							
TOTAL REVENUES			0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES			0.00	19,608.70	13,824.20	(19,608.70)	100.00
NET OF REVENUES & EXPENDITURES			0.00	(19,608.70)	(13,824.20)	19,608.70	100.00

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
				11/30/2025	MONTH 11/30/2025	BALANCE	
				NORMAL	INCREASE	NORMAL	
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY							
Revenues							
Dept 000							
248-000-403.000	PROPERTY TAX	290,851.00	169,642.97	0.00	121,208.03	58.33	
248-000-404.000	CAPTURE REVENUE	0.00	0.00	0.00	0.00	0.00	
248-000-411.000	DEL REAL PROPERTY TAXS	0.00	0.00	0.00	0.00	0.00	
248-000-581.000	DDA CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00	
248-000-602.000	RESTRICTED CONTRIBUTIONS - FARMERS' MARKET	0.00	0.00	0.00	0.00	0.00	
248-000-664.000	INTEREST ON INVESTMENT	16,000.00	19,198.88	1,426.63	(3,198.88)	119.99	
248-000-674.000	EVENT CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00	
248-000-674.001	MAKERS MARKET	0.00	1,674.03	1,674.03	(1,674.03)	100.00	
248-000-678.000	MISCELLANEOUS	0.00	200.00	0.00	(200.00)	100.00	
248-000-696.000	PROCEEDS FROM ADVANCE	0.00	0.00	0.00	0.00	0.00	
Total Dept 000		306,851.00	190,715.88	3,100.66	116,135.12	62.15	
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TOTAL REVENUES		306,851.00	190,715.88	3,100.66	116,135.12	62.15	
Expenditures							
Dept 000							
248-000-933.000	TEXAS DR RING ROAD SEGMENT CONST	0.00	0.00	0.00	0.00	0.00	
248-000-991.000	SIDEWALKS LOAN PAYMENT-PRINCIPAL	13,942.00	13,942.00	0.00	0.00	100.00	
248-000-993.000	INTEREST EXPENSE - CULVER PROPERTY	752.00	752.30	0.00	(0.30)	100.04	
248-000-995.000	SIDEWALKS LOAN PAYMENT - INTEREST	1,077.00	1,077.00	0.00	0.00	100.00	
Total Dept 000		15,771.00	15,771.30	0.00	(0.30)	100.00	
Dept 272 - ADMINISTRATION							

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
				11/30/2025	MONTH 11/30/2025	BALANCE	
				NORMAL	INCREASE	NORMAL	
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	USED
248-272-718.000	RETIREMENT	614.00	653.88	57.69	(39.88)	106.50	
248-272-920.000	UTILITIES	1,610.00	1,610.00	0.00	0.00	100.00	
248-272-971.000	TECHNICAL SUPPORT	2,198.00	2,198.00	0.00	0.00	100.00	
Total Dept 272 - ADMINISTRATION		4,422.00	4,461.88	57.69	(39.88)	100.90	
Dept 728 - ECONOMIC DEVELOPMENT							
248-728-703.000	SALARIES - ADMIN & EVENT	22,000.00	16,506.95	1,871.95	5,493.05	75.03	
248-728-703.100	SALARIES - MAINTENANCE	9,590.00	9,199.21	784.81	390.79	95.93	
248-728-715.000	SOCIAL SECURITY & MEDICARE	4,860.00	1,945.59	201.33	2,914.41	40.03	
248-728-728.000	SUPPLIES	1,000.00	9.99	0.00	990.01	1.00	
248-728-729.000	MEMBERSHIP AND DUES	0.00	0.00	0.00	0.00	0.00	
248-728-801.000	SPECIAL EVENTS	20,000.00	2,100.00	0.00	17,900.00	10.50	
248-728-802.000	CORNERS COINS REDEMPTION	1,000.00	80.00	0.00	920.00	8.00	
248-728-803.001	MAKERS MKT NOV 2023	0.00	5,647.24	2,314.07	(5,647.24)	100.00	
248-728-803.500	FARMERS MARKET SUPPORT	4,000.00	4,000.00	0.00	0.00	100.00	
248-728-804.000	PROMOTIONAL EXPENSE	10,000.00	18,748.70	(500.00)	(8,748.70)	187.49	
248-728-808.000	INDEPENDENT AUDIT	1,750.00	3,819.74	0.00	(2,069.74)	218.27	
248-728-826.000	LEGAL FEES	1,000.00	650.25	0.00	349.75	65.03	
248-728-827.000	PLANNING SERVICE FEES	1,000.00	0.00	0.00	1,000.00	0.00	
248-728-900.000	PRINTING & PUBLISHING	1,000.00	1,280.12	0.00	(280.12)	128.01	
248-728-901.000	ADMINISTRATIVE FEE	2,909.00	2,909.00	0.00	0.00	100.00	
248-728-931.000	MAINTENANCE	5,000.00	78.92	0.00	4,921.08	1.58	
248-728-931.100	MOWING	8,500.00	14,230.00	2,600.00	(5,730.00)	167.41	
248-728-931.200	SNOW REMOVAL	8,500.00	2,080.00	0.00	6,420.00	24.47	
248-728-932.000	STREETSCAPE	45,000.00	28,205.52	2,830.00	16,794.48	62.68	
248-728-956.000	MISCELLANEOUS	3,000.00	438.14	0.00	2,561.86	14.60	
248-728-958.000	REPAY GENERAL FUND - CULVER PROPERTY	12,260.00	12,259.80	0.00	0.20	100.00	
248-728-968.000	DEPRECIATION	0.00	0.00	0.00	0.00	0.00	
248-728-970.000	CAPITAL OUTLAY - GENERAL	100,000.00	0.00	0.00	100,000.00	0.00	

GL NUMBER	DESCRIPTION	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
			11/30/2025	MONTH 11/30/2025	BALANCE	
			NORMAL	INCREASE	NORMAL	
		AMENDED BUDGET	(ABNORMAL)	(DECREASE)	(ABNORMAL)	USED
248-728-970.100	RING ROAD PROJECT	500,000.00	47,750.72	5,783.25	452,249.28	9.55
248-728-970.200	SIDEWALK CONSTRUCTION	0.00	0.00	0.00	0.00	0.00
248-728-995.233	TRANSFER OUT - LONGHORN DR	0.00	0.00	0.00	0.00	0.00
Total Dept 728 - ECONOMIC DEVELOPMENT		762,369.00	171,939.89	15,885.41	590,429.11	22.55
TOTAL EXPENDITURES		782,562.00	192,173.07	15,943.10	590,388.93	24.56
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:						
TOTAL REVENUES		306,851.00	190,715.88	3,100.66	116,135.12	62.15
TOTAL EXPENDITURES		782,562.00	192,173.07	15,943.10	590,388.93	24.56
NET OF REVENUES & EXPENDITURES		(475,711.00)	(1,457.19)	(12,842.44)	(474,253.81)	0.31
Fund 249 - INSPECTION FUND						
Revenues						
Dept 000						
249-000-476.000	BUILDING PLAN REVIEW	9,364.00	30,558.82	300.00	(21,194.82)	326.34
249-000-476.100	BUILDING PERMITS CFS	200,000.00	261,498.91	11,179.00	(61,498.91)	130.75
249-000-476.200	ELECTRICAL PERMITS CFS	61,486.00	61,165.00	4,160.00	321.00	99.48
249-000-476.300	MECHANICAL PERMITS CFS	70,877.00	71,584.00	6,125.00	(707.00)	101.00
249-000-476.400	PLUMBING PERMITS CFS	45,120.00	33,649.00	3,649.00	11,471.00	74.58
249-000-664.000	INTEREST ON INVESTMENT	10,355.00	12,887.11	1,275.47	(2,532.11)	124.45
Total Dept 000		397,202.00	471,342.84	26,688.47	(74,140.84)	118.67
TOTAL REVENUES		397,202.00	471,342.84	26,688.47	(74,140.84)	118.67
Expenditures						
Dept 000						

GL NUMBER	DESCRIPTION	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
			11/30/2025	MONTH 11/30/2025	BALANCE	
			NORMAL	INCREASE	NORMAL	
		AMENDED BUDGET	(ABNORMAL)	(DECREASE)	(ABNORMAL)	USED
249-000-995.000	TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
Total Dept 000		0.00	0.00	0.00	0.00	0.00
Dept 371 - BUILDING						
249-371-703.000	BUILDING INSPECTIONS	102,500.00	93,543.08	8,697.13	8,956.92	91.26
249-371-703.005	VACATION BUY OUT	1,500.00	0.00	0.00	1,500.00	0.00
249-371-703.100	MECHANICAL INSPECTIONS	48,000.00	34,480.00	3,960.00	13,520.00	71.83
249-371-703.200	PLUMBING INSPECTIONS	48,000.00	20,540.00	2,100.00	27,460.00	42.79
249-371-703.250	2023 COLA STIPEND	0.00	0.00	0.00	0.00	0.00
249-371-703.400	ELECTRICAL INSPECTIONS	32,500.00	27,857.72	1,910.57	4,642.28	85.72
249-371-703.500	SALARIES - BUILDING COORDINATOR	68,470.00	62,167.29	5,264.01	6,302.71	90.79
249-371-703.600	SALARIES-TEMP INSPECTORS	4,000.00	0.00	0.00	4,000.00	0.00
249-371-705.000	MERIT INCREASES	0.00	0.00	0.00	0.00	0.00
249-371-708.000	HSA EXPENSE	1,600.00	1,650.00	0.00	(50.00)	103.13
249-371-712.000	DISABILITY INSURANCE	2,700.00	1,560.96	122.50	1,139.04	57.81
249-371-715.000	SOCIAL SECURITY & MEDICARE	23,215.00	18,518.54	1,698.18	4,696.46	79.77
249-371-718.000	RETIREMENT	20,347.00	19,476.06	1,518.87	870.94	95.72
249-371-728.000	OFFICE SUPPLIES	5,000.00	752.22	0.00	4,247.78	15.04
249-371-729.000	MEMBERSHIP AND DUES	955.00	405.00	0.00	550.00	42.41
249-371-730.000	RECORD STORAGE	500.00	239.10	89.70	260.90	47.82
249-371-740.000	TOOLS AND SUPPLIES	2,000.00	470.50	0.00	1,529.50	23.53
249-371-750.000	COMPUTER HARDWARE	3,800.00	0.00	0.00	3,800.00	0.00
249-371-801.000	BUILDING PERMIT REVIEW	0.00	0.00	0.00	0.00	0.00
249-371-802.000	COMPUTER SOFTWARE/LICENSE	7,500.00	8,894.35	3,150.00	(1,394.35)	118.59
249-371-803.000	BUILDING BOARD OF APPEALS	0.00	0.00	0.00	0.00	0.00
249-371-808.000	AUDIT	2,500.00	1,909.88	0.00	590.12	76.40
249-371-826.000	LEGAL FEES	1,000.00	0.00	0.00	1,000.00	0.00
249-371-834.000	HOSPITAL/MEDICAL INSURANCE	28,563.00	29,945.41	2,706.06	(1,382.41)	104.84
249-371-852.000	TELEPHONE (EMPLOYEE REIMB)	600.00	460.00	50.00	140.00	76.67

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
				11/30/2025	MONTH 11/30/2025	BALANCE	
				NORMAL	INCREASE	NORMAL	
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	
249-371-873.000	MILEAGE-INSPECTIONS	6,000.00		5,180.00	560.00	820.00	86.33
249-371-900.000	PRINTING AND PUBLISHING	150.00		0.00	0.00	150.00	0.00
249-371-920.000	UTILITIES/MAINTENANCE/ADMIN SUPPORT	39,098.00		39,098.00	0.00	0.00	100.00
249-371-934.000	VEHICLE MAINTENANCE	1,000.00		0.00	0.00	1,000.00	0.00
249-371-935.000	EQUIPMENT	0.00		0.00	0.00	0.00	0.00
249-371-955.000	CONTINUING EDUCATION	4,500.00		538.62	0.00	3,961.38	11.97
249-371-956.000	MISCELLANEOUS	3,500.00		28.99	0.00	3,471.01	0.83
249-371-960.000	FIRE DEPARTMENT/PLAN REVIEW	7,500.00		2,000.00	120.00	5,500.00	26.67
249-371-968.000	DEPRECIATION	0.00		0.00	0.00	0.00	0.00
249-371-970.000	CAPITAL OUTLAY - GENERAL	0.00		0.00	0.00	0.00	0.00
249-371-970.100	TO CAPITAL IMPROVEMENT FUND	0.00		0.00	0.00	0.00	0.00
249-371-995.408	TRANSFER OUT - TWP HALL	0.00		0.00	0.00	0.00	0.00
Total Dept 371 - BUILDING		466,998.00		369,715.72	31,947.02	97,282.28	79.17
TOTAL EXPENDITURES		466,998.00		369,715.72	31,947.02	97,282.28	79.17
Fund 249 - INSPECTION FUND:							
TOTAL REVENUES		397,202.00		471,342.84	26,688.47	(74,140.84)	118.67
TOTAL EXPENDITURES		466,998.00		369,715.72	31,947.02	97,282.28	79.17
NET OF REVENUES & EXPENDITURES		(69,796.00)		101,627.12	(5,258.55)	(171,423.12)	145.61
Fund 284 - OPIOID SETTLEMENT FUND							
Revenues							
Dept 000							
284-000-664.000	INTEREST ON INVESTMENT	50.00		3.33	0.49	46.67	6.66
284-000-678.000	MISC OPIOID SETTLEMENT FUNDS	0.00		592.45	0.00	(592.45)	100.00
Total Dept 000		50.00		595.78	0.49	(545.78)	1,191.56

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025 YTD BALANCE 11/30/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 11/30/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
TOTAL REVENUES		50.00	595.78	0.49	(545.78)	1,191.56
Expenditures						
Dept 000						
284-000-995.206	TRANSFER OUT TO FIRE OPERATING FUND	0.00	0.00	0.00	0.00	0.00
Total Dept 000		0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
Fund 284 - OPIOID SETTLEMENT FUND:						
TOTAL REVENUES		50.00	595.78	0.49	(545.78)	1,191.56
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		50.00	595.78	0.49	(545.78)	1,191.56
Fund 299 - TORNADO RECOVERY FUND (2024)						
Revenues						
Dept 000						
299-000-540.000	COUNTY REIMBURSEMENT	2,862.00	2,861.50	0.00	0.50	99.98
299-000-541.000	STATE GRANT - DIRECTED FUNDING	200,000.00	200,000.00	0.00	0.00	100.00
299-000-552.000	STATE CONTINGENCY GRANT (TORNADO)	97,614.00	0.00	0.00	97,614.00	0.00
299-000-664.000	INTEREST ON INVESTMENT	412.00	422.39	3.95	(10.39)	102.52
299-000-699.101	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00
299-000-699.285	TRANSFER FROM ARPA	0.00	0.00	0.00	0.00	0.00
Total Dept 000		300,888.00	203,283.89	3.95	97,604.11	67.56
TOTAL REVENUES		300,888.00	203,283.89	3.95	97,604.11	67.56

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
				11/30/2025	MONTH 11/30/2025	BALANCE	
				NORMAL	INCREASE	NORMAL	
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	
Expenditures							
Dept 000							
299-000-703.000	FIREFIGHTING LABOR		0.00	0.00	0.00	0.00	0.00
299-000-750.000	TOOLS/SUPPLIES		0.00	0.00	0.00	0.00	0.00
299-000-801.000	CONTRACT SERVICES - ATS	200,000.00	200,000.00	200,000.00	0.00	0.00	100.00
299-000-801.100	STRUCTURAL INSPECTIONS		0.00	0.00	0.00	0.00	0.00
299-000-818.000	DUMPSTERS	2,850.00	2,850.00	2,850.00	0.00	0.00	100.00
299-000-818.100	TREE DEBRIS CLEANUP		0.00	0.00	0.00	0.00	0.00
299-000-818.200	YARD WASTE DISPOSAL DROP OFF		0.00	0.00	0.00	0.00	0.00
299-000-819.000	CONTROLLED BURN	2,243.00	2,243.28	2,243.28	0.00	(0.28)	100.01
299-000-826.000	LEGAL FEES	2,525.00	2,524.50	2,524.50	0.00	0.50	99.98
299-000-900.000	PRINTING AND PUBLISHING		0.00	0.00	0.00	0.00	0.00
299-000-923.000	FUEL		0.00	0.00	0.00	0.00	0.00
299-000-965.300	ENGINEERING	278.00	277.75	277.75	0.00	0.25	99.91
299-000-980.000	EQUIPMENT - APPARATUS		0.00	0.00	0.00	0.00	0.00
299-000-995.101	TRANSFER OUT - GENERAL FUND	102,436.00	102,436.00	102,436.00	0.00	102,436.00	0.00
Total Dept 000		310,332.00	207,895.53	207,895.53	0.00	102,436.47	66.99
-----							
TOTAL EXPENDITURES		310,332.00	207,895.53	207,895.53	0.00	102,436.47	66.99
-----							
Fund 299 - TORNADO RECOVERY FUND (2024):							
TOTAL REVENUES		300,888.00	203,283.89	203,283.89	3.95	97,604.11	67.56
TOTAL EXPENDITURES		310,332.00	207,895.53	207,895.53	0.00	102,436.47	66.99
NET OF REVENUES & EXPENDITURES		(9,444.00)	(4,611.64)	(4,611.64)	3.95	(4,832.36)	48.83

Fund 301 - GENERAL DEBT SERVICE (TWP HALL)

Revenues

GL NUMBER	DESCRIPTION	AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			2025	MONTH 11/30/2025	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Dept 000						
301-000-664.000	INTEREST ON INVESTMENT	200.00	94.42	2.78	105.58	47.21
301-000-699.101	TRANSFER FROM GENERAL FUND	504,500.00	503,000.00	0.00	1,500.00	99.70
301-000-699.249	TRANSFER FROM BLDG FUND	0.00	0.00	0.00	0.00	0.00
301-000-699.408	TRANSFER FROM NEW TWP HALL CONSTRUCTI	0.00	0.00	0.00	0.00	0.00
301-000-699.449	TRANSFER FROM BLDG CAPITAL	0.00	0.00	0.00	0.00	0.00
Total Dept 000		504,700.00	503,094.42	2.78	1,605.58	99.68
-----						
TOTAL REVENUES		504,700.00	503,094.42	2.78	1,605.58	99.68
Expenditures						
Dept 000						
301-000-808.000	INDEPENDENT AUDITOR	500.00	381.98	0.00	118.02	76.40
301-000-956.000	MISCELLANEOUS	200.00	100.00	0.00	100.00	50.00
301-000-967.000	BOND ISSUANCE COSTS	0.00	0.00	0.00	0.00	0.00
301-000-969.000	PAYING AGENT FEES	1,500.00	2,000.00	0.00	(500.00)	133.33
301-000-991.000	BOND PRINCIPAL PAYMENTS	210,000.00	210,000.00	0.00	0.00	100.00
301-000-993.000	BOND INTEREST PAYMENTS	293,000.00	293,000.00	0.00	0.00	100.00
Total Dept 000		505,200.00	505,481.98	0.00	(281.98)	100.06
-----						
TOTAL EXPENDITURES		505,200.00	505,481.98	0.00	(281.98)	100.06
-----						
Fund 301 - GENERAL DEBT SERVICE (TWP HALL):						
TOTAL REVENUES		504,700.00	503,094.42	2.78	1,605.58	99.68
TOTAL EXPENDITURES		505,200.00	505,481.98	0.00	(281.98)	100.06
NET OF REVENUES & EXPENDITURES		(500.00)	(2,387.56)	2.78	1,887.56	477.51

Fund 403 - SPECIAL SEWER

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
				11/30/2025	MONTH 11/30/2025	BALANCE	
				NORMAL	INCREASE	NORMAL	
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	
Revenues							
Dept 000							
403-000-000.100	CARRY-OVER	0.00	0.00	0.00	0.00	0.00	0.00
403-000-084.100	DUE FROM OTHER FUNDS - PRINCIPAL	0.00	0.00	0.00	0.00	0.00	0.00
403-000-084.200	DUE FROM OTHER FUNDS - INTEREST	0.00	0.00	0.00	0.00	0.00	0.00
403-000-451.000	SPECIAL ASSESSMENT	75,000.00	81,495.95	0.00	(6,495.95)	108.66	
403-000-451.050	SEWER SURCHARGE	278,000.00	230,011.73	0.00	47,988.27	82.74	
403-000-540.000	STATE SAW GRANT REVENUE	0.00	0.00	0.00	0.00	0.00	
403-000-628.200	SEWER BENEFIT USE FEE - KALAMAZOO	3,600.00	10,800.00	0.00	(7,200.00)	300.00	
403-000-628.300	SEWER PARCEL CHARGE KALAMAZOO	0.00	0.00	0.00	0.00	0.00	
403-000-628.500	SEWER BENEFIT USE FEE - PORTAGE	61,200.00	81,077.00	7,200.00	(19,877.00)	132.48	
403-000-628.600	SEWER PARCEL CHARGE PORTAGE	25,800.00	0.00	0.00	25,800.00	0.00	
403-000-628.700	SEWER REPAIR/REPLACEMENT FEE	0.00	0.00	0.00	0.00	0.00	
403-000-664.000	INTEREST ON INVESTMENT	110,000.00	133,259.97	10,528.84	(23,259.97)	121.15	
403-000-664.100	INT. EARNED - SPEC.ASSESS	5,000.00	2,173.10	0.00	2,826.90	43.46	
403-000-677.000	10% ADMINISTRATION FEE	0.00	0.00	0.00	0.00	0.00	
403-000-678.000	SHARED EXPENSES	0.00	0.00	0.00	0.00	0.00	
403-000-687.000	REIMBURSE CONTRACTUAL CONNECTION FEES	0.00	0.00	0.00	0.00	0.00	
Total Dept 000		558,600.00	538,817.75	17,728.84	19,782.25	96.46	
TOTAL REVENUES		558,600.00	538,817.75	17,728.84	19,782.25	96.46	
Expenditures							
Dept 000							
403-000-960.000	INSURANCE	0.00	0.00	0.00	0.00	0.00	
Total Dept 000		0.00	0.00	0.00	0.00	0.00	

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
				11/30/2025	MONTH 11/30/2025	BALANCE	
				NORMAL	INCREASE	NORMAL	
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	
Dept 441 - PUBLIC WORKS							
403-441-729.000	MEMBERSHIP & DUES	18,000.00	22,798.00	0.00	(4,798.00)	126.66	
403-441-730.000	RECORD STORAGE/DESTRUCTION	0.00	0.00	0.00	0.00	0.00	
403-441-808.000	INDEPENDENT AUDIT	7,500.00	3,819.74	0.00	3,680.26	50.93	
403-441-820.000	ENGINEERING FEES	20,000.00	10,287.70	3,002.20	9,712.30	51.44	
403-441-826.000	LEGAL FEES	7,500.00	424.00	0.00	7,076.00	5.65	
403-441-901.000	ADMINISTRATIVE FEE	15,000.00	14,336.27	7,675.84	663.73	95.58	
403-441-902.000	SEWER LEADS	0.00	3,390.00	0.00	(3,390.00)	100.00	
403-441-930.000	SEWER MAINTENANCE & REPAIR	85,000.00	70,277.16	51,172.24	14,722.84	82.68	
403-441-956.000	MISCELLANEOUS	5,000.00	400.00	0.00	4,600.00	8.00	
403-441-960.000	INSURANCE	0.00	7,294.73	0.00	(7,294.73)	100.00	
403-441-970.000	SAW EXPENSES	0.00	0.00	0.00	0.00	0.00	
403-441-970.100	CONSTRUCTION COSTS	677,000.00	0.00	0.00	677,000.00	0.00	
403-441-970.200	Q AVE/8TH STREET WATER EXTENSION	0.00	0.00	0.00	0.00	0.00	
403-441-970.300	SEWER EXTENSION 12/TEXAS DRIVE	0.00	0.00	0.00	0.00	0.00	
403-441-995.000	CONTRIB. TO OTHER FUNDS	0.00	0.00	0.00	0.00	0.00	
403-441-995.408	TRANSFER OUT - TWP HALL	0.00	0.00	0.00	0.00	0.00	
Total Dept 441 - PUBLIC WORKS		835,000.00	133,027.60	61,850.28	701,972.40	15.93	
TOTAL EXPENDITURES		835,000.00	133,027.60	61,850.28	701,972.40	15.93	
Fund 403 - SPECIAL SEWER:							
TOTAL REVENUES		558,600.00	538,817.75	17,728.84	19,782.25	96.46	
TOTAL EXPENDITURES		835,000.00	133,027.60	61,850.28	701,972.40	15.93	
NET OF REVENUES & EXPENDITURES		(276,400.00)	405,790.15	(44,121.44)	(682,190.15)	146.81	

Fund 404 - WATER CONNECTION FUND

Revenues

GL NUMBER	DESCRIPTION	AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			2025	MONTH 11/30/2025	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Dept 000						
404-000-628.500	WATER BENEFIT USE FEES	0.00	0.00	0.00	0.00	0.00
404-000-628.600	WATER CONNECTION FEES	0.00	0.00	0.00	0.00	0.00
404-000-664.000	INTEREST ON INVESTMENT	28,000.00	21,057.21	2,063.20	6,942.79	75.20
Total Dept 000		28,000.00	21,057.21	2,063.20	6,942.79	75.20
TOTAL REVENUES						
		28,000.00	21,057.21	2,063.20	6,942.79	75.20
Expenditures						
Dept 000						
404-000-900.000	PRINTING AND PUBLISHING	0.00	0.00	0.00	0.00	0.00
Total Dept 000		0.00	0.00	0.00	0.00	0.00
Dept 441 - PUBLIC WORKS						
404-441-729.000	MEMBERSHIP & DUES	0.00	0.00	0.00	0.00	0.00
404-441-808.000	INDEPENDENT AUDITOR	2,000.00	1,145.93	0.00	854.07	57.30
404-441-820.000	ENGINEERING FEES	5,000.00	3,026.90	449.50	1,973.10	60.54
404-441-901.000	ADMINISTRATIVE FEE	0.00	750.00	0.00	(750.00)	100.00
404-441-902.000	SEWER LEADS	0.00	326.80	0.00	(326.80)	100.00
404-441-970.000	WATER EXTENSION	141,450.00	0.00	0.00	141,450.00	0.00
404-441-995.408	TRANSFER OUT - TWP HALL	0.00	0.00	0.00	0.00	0.00
Total Dept 441 - PUBLIC WORKS		148,450.00	5,249.63	449.50	143,200.37	3.54
TOTAL EXPENDITURES						
		148,450.00	5,249.63	449.50	143,200.37	3.54
Fund 404 - WATER CONNECTION FUND:						
TOTAL REVENUES		28,000.00	21,057.21	2,063.20	6,942.79	75.20
TOTAL EXPENDITURES		148,450.00	5,249.63	449.50	143,200.37	3.54

GL NUMBER	DESCRIPTION	2025 AMENDED BUDGET	YTD BALANCE 11/30/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 11/30/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
NET OF REVENUES & EXPENDITURES		(120,450.00)	15,807.58	1,613.70	(136,257.58)	13.12

Fund 405 - CAPITAL IMPROVEMENT FUND

Revenues

Dept 000

405-000-000.100	CARRY-OVER	0.00	0.00	0.00	0.00	0.00
405-000-528.285	OTHER FEDERAL GRANTS - ARPA	0.00	0.00	0.00	0.00	0.00
405-000-552.000	STATE GRANT	0.00	0.00	0.00	0.00	0.00
405-000-664.000	INTEREST ON INVESTMENT	20,000.00	38,798.95	4,008.45	(18,798.95)	193.99
405-000-664.050	INTEREST-CHECKING/SAVINGS	0.00	0.00	0.00	0.00	0.00
405-000-674.100	CONTRIBUTIONS	0.00	24,925.00	0.00	(24,925.00)	100.00
405-000-674.200	CONTRIBUTIONS - SPLASH PAD	0.00	0.00	0.00	0.00	0.00
405-000-678.000	MISC REVENUE	258,430.00	0.00	0.00	258,430.00	0.00
405-000-699.000	TRANSFER FROM GENERAL FUND	200,000.00	200,000.00	0.00	0.00	100.00
405-000-699.285	TRANSFER FROM ARPA	0.00	0.00	0.00	0.00	0.00
405-000-699.426	TRANSFER FROM 6TH ST MDNR	0.00	0.00	0.00	0.00	0.00
Total Dept 000		478,430.00	263,723.95	4,008.45	214,706.05	55.12
TOTAL REVENUES		478,430.00	263,723.95	4,008.45	214,706.05	55.12

Expenditures

Dept 000

405-000-934.000	VEHICLES	0.00	0.00	0.00	0.00	0.00
405-000-995.000	TRANSFER TO MDNR GRANT #2	0.00	0.00	0.00	0.00	0.00
Total Dept 000		0.00	0.00	0.00	0.00	0.00

Dept 265 - BUILDINGS & GROUNDS

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
				11/30/2025	MONTH 11/30/2025	BALANCE	
				NORMAL	INCREASE	NORMAL	
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	
405-265-820.000	ENGINEERING FEES	0.00	0.00	0.00	0.00	0.00	0.00
405-265-970.000	CAPITAL OUTLAY - GENERAL	0.00	0.00	0.00	0.00	0.00	0.00
405-265-975.000	BUILDINGS, ADDITIONS & IMPROVEMENTS	90,000.00	70,131.29	65,202.99	19,868.71	77.92	
Total Dept 265 - BUILDINGS & GROUNDS		90,000.00	70,131.29	65,202.99	19,868.71	77.92	
Dept 301 - PUBLIC SAFETY							
405-301-980.000	DYNAMIC SPEED SIGNS	33,000.00	30,000.00	0.00	3,000.00	90.91	
Total Dept 301 - PUBLIC SAFETY		33,000.00	30,000.00	0.00	3,000.00	90.91	
Dept 441 - PUBLIC WORKS							
405-441-820.000	CORNERS IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	
405-441-967.000	Q AVE LEFT TURN LANE	71,448.00	71,448.10	0.00	(0.10)	100.00	
405-441-970.000	BUILDING IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	
405-441-970.100	9TH STREET SIDEWALKS	0.00	0.00	0.00	0.00	0.00	
405-441-970.200	OFFICE IMPROVEMENT	0.00	0.00	0.00	0.00	0.00	
Total Dept 441 - PUBLIC WORKS		71,448.00	71,448.10	0.00	(0.10)	100.00	
Dept 567 - CEMETERY							
405-567-970.000	CAPITAL OUTLAY - CEMETERY	0.00	0.00	0.00	0.00	0.00	
Total Dept 567 - CEMETERY		0.00	0.00	0.00	0.00	0.00	
Dept 703 - COMMUNITY & ECONOMIC DEVELOPMENT							
405-703-827.000	PLANNING SERVICE FEES	10,000.00	0.00	0.00	10,000.00	0.00	
Total Dept 703 - COMMUNITY & ECONOMIC DEVELOPMENT		10,000.00	0.00	0.00	10,000.00	0.00	
Dept 728 - ECONOMIC DEVELOPMENT							
405-728-995.233	TRANSFER OUT - LONGHORN DR	150,000.00	0.00	0.00	150,000.00	0.00	
Total Dept 728 - ECONOMIC DEVELOPMENT		150,000.00	0.00	0.00	150,000.00	0.00	

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
				11/30/2025	MONTH 11/30/2025	BALANCE	
				NORMAL	INCREASE	NORMAL	
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	
Dept 751 - RECREATION & CULTURE							
405-751-970.000	PARK IMPROVEMENT	90,000.00		87,383.69	0.00	2,616.31	97.09
405-751-970.200	PICKLEBALL COURTS	0.00		0.00	0.00	0.00	0.00
405-751-970.300	6TH STREET PARK RESTROOMS	0.00		0.00	0.00	0.00	0.00
405-751-970.400	MAPLE HILL SPLASH PAD	35,500.00		0.00	0.00	35,500.00	0.00
405-751-970.500	6TH STREET PARK PAVILION	0.00		0.00	0.00	0.00	0.00
Total Dept 751 - RECREATION & CULTURE		125,500.00		87,383.69	0.00	38,116.31	69.63
TOTAL EXPENDITURES		479,948.00		258,963.08	65,202.99	220,984.92	53.96
Fund 405 - CAPITAL IMPROVEMENT FUND:							
TOTAL REVENUES		478,430.00		263,723.95	4,008.45	214,706.05	55.12
TOTAL EXPENDITURES		479,948.00		258,963.08	65,202.99	220,984.92	53.96
NET OF REVENUES & EXPENDITURES		(1,518.00)		4,760.87	(61,194.54)	(6,278.87)	313.63
Fund 406 - FIRE CAPITAL PROJECTS FUND							
Revenues							
Dept 000							
406-000-664.000	INTEREST ON INVESTMENT	20,000.00		39,826.46	4,306.87	(19,826.46)	199.13
406-000-673.000	SALE OF FIXED ASSETS	0.00		0.00	0.00	0.00	0.00
406-000-699.000	TRANSFER IN (GENERAL)	154,287.00		154,287.00	0.00	0.00	100.00
Total Dept 000		174,287.00		194,113.46	4,306.87	(19,826.46)	111.38
TOTAL REVENUES		174,287.00		194,113.46	4,306.87	(19,826.46)	111.38
Expenditures							
Dept 441 - PUBLIC WORKS							

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
				11/30/2025	MONTH 11/30/2025	BALANCE	
				NORMAL	INCREASE	NORMAL	
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	
406-441-970.000	CAPITAL IMPROVEMENTS	444,000.00		8,977.68	0.00	435,022.32	2.02
406-441-995.470	TRANSFER OUT - 7110 RENO FUND	0.00		0.00	0.00	0.00	0.00
Total Dept 441 - PUBLIC WORKS		444,000.00		8,977.68	0.00	435,022.32	2.02
TOTAL EXPENDITURES		444,000.00		8,977.68	0.00	435,022.32	2.02
Fund 406 - FIRE CAPITAL PROJECTS FUND:							
TOTAL REVENUES		174,287.00		194,113.46	4,306.87	(19,826.46)	111.38
TOTAL EXPENDITURES		444,000.00		8,977.68	0.00	435,022.32	2.02
NET OF REVENUES & EXPENDITURES		(269,713.00)		185,135.78	4,306.87	(454,848.78)	68.64
Fund 408 - NEW TOWNSHIP HALL CONSTRUCTION							
Revenues							
Dept 000							
408-000-664.000	INTEREST ON INVESTMENT	12,000.00		14,051.72	1,158.79	(2,051.72)	117.10
408-000-687.000	REIMB FROM RCKC	0.00		0.00	0.00	0.00	0.00
408-000-696.000	BOND PROCEEDS	0.00		0.00	0.00	0.00	0.00
408-000-699.101	TRANSFER FROM GENERAL FUND	0.00		0.00	0.00	0.00	0.00
408-000-699.249	TRANSFER FROM BLDG FUND	0.00		0.00	0.00	0.00	0.00
408-000-699.403	TRANSFER FROM SEWER FUND	0.00		0.00	0.00	0.00	0.00
408-000-699.404	TRANSFER FROM WATER FUND	0.00		0.00	0.00	0.00	0.00
408-000-699.449	TRANSFER FROM BLDG CAPITAL	0.00		0.00	0.00	0.00	0.00
Total Dept 000		12,000.00		14,051.72	1,158.79	(2,051.72)	117.10
TOTAL REVENUES		12,000.00		14,051.72	1,158.79	(2,051.72)	117.10
Expenditures							

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
				11/30/2025	MONTH 11/30/2025	BALANCE	
				NORMAL	INCREASE	NORMAL	
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	
Dept 000							
408-000-808.000	INDEPENDENT AUDITOR	0.00	0.00	0.00	0.00	0.00	0.00
408-000-820.000	ENGINEERING FEES	0.00	0.00	0.00	0.00	0.00	0.00
408-000-826.000	LEGAL FEES	0.00	0.00	0.00	0.00	0.00	0.00
408-000-920.000	UTILITIES	0.00	0.00	0.00	0.00	0.00	0.00
408-000-965.000	PERMIT FEES	0.00	0.00	0.00	0.00	0.00	0.00
408-000-965.100	CONSTRUCTION MANAGEMENT	0.00	0.00	0.00	0.00	0.00	0.00
408-000-965.300	ENGINEERING	0.00	0.00	0.00	0.00	0.00	0.00
408-000-965.500	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
408-000-970.000	CONSTRUCTION COST	95,000.00	55,581.76	0.00	0.00	39,418.24	58.51
408-000-970.100	FIXTURES/FURNISHINGS/EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
408-000-995.301	TRANSFER OUT - DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
408-000-995.405	TRANSFER OUT - CAPITAL	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 000		95,000.00	55,581.76	0.00	0.00	39,418.24	58.51
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TOTAL EXPENDITURES		95,000.00	55,581.76	0.00	0.00	39,418.24	58.51
-----							
Fund 408 - NEW TOWNSHIP HALL CONSTRUCTION:							
TOTAL REVENUES		12,000.00	14,051.72	1,158.79		(2,051.72)	117.10
TOTAL EXPENDITURES		95,000.00	55,581.76	0.00		39,418.24	58.51
NET OF REVENUES & EXPENDITURES		(83,000.00)	(41,530.04)	1,158.79		(41,469.96)	50.04
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Fund 449 - BUILDING DEPT CAPITAL PROJECTS FUND							
Revenues							
Dept 000							
449-000-664.000	INTEREST ON INVESTMENT	7,500.00	12,537.32	1,360.11		(5,037.32)	167.16
449-000-699.000	TRANSFER IN	0.00	0.00	0.00		0.00	0.00
Total Dept 000		7,500.00	12,537.32	1,360.11		(5,037.32)	167.16

GL NUMBER	DESCRIPTION	2025 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			11/30/2025 NORMAL (ABNORMAL)	MONTH 11/30/2025 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
TOTAL REVENUES		7,500.00	12,537.32	1,360.11	(5,037.32)	167.16
Expenditures						
Dept 000						
449-000-995.301	TRANSFER OUT TWP HALL	0.00	0.00	0.00	0.00	0.00
449-000-995.408	TRANSFER OUT - TWP HALL	0.00	0.00	0.00	0.00	0.00
Total Dept 000		0.00	0.00	0.00	0.00	0.00
Dept 441 - PUBLIC WORKS						
449-441-970.000	CAPITAL OUTLAY-BUILDING DEPT	30,000.00	22,759.95	0.00	7,240.05	75.87
Total Dept 441 - PUBLIC WORKS		30,000.00	22,759.95	0.00	7,240.05	75.87
TOTAL EXPENDITURES		30,000.00	22,759.95	0.00	7,240.05	75.87
Fund 449 - BUILDING DEPT CAPITAL PROJECTS FUND:						
TOTAL REVENUES		7,500.00	12,537.32	1,360.11	(5,037.32)	167.16
TOTAL EXPENDITURES		30,000.00	22,759.95	0.00	7,240.05	75.87
NET OF REVENUES & EXPENDITURES		(22,500.00)	(10,222.63)	1,360.11	(12,277.37)	45.43
Fund 470 - 7110 WEST Q FACILITY RENOVATION						
Revenues						
Dept 000						
470-000-528.000	OTHER FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00
470-000-664.000	INTEREST ON INVESTMENT	180.00	179.68	0.00	0.32	99.82
470-000-699.101	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00
470-000-699.206	TRANSFER FROM FIRE FUND	0.00	0.00	0.00	0.00	0.00

GL NUMBER	DESCRIPTION	AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			2025	MONTH 11/30/2025	MONTH 11/30/2025	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
470-000-699.285	TRANSFER FROM ARPA	0.00	0.00	0.00	0.00	0.00
470-000-699.405	TRANSFER FROM CAPITAL	0.00	0.00	0.00	0.00	0.00
470-000-699.406	TRANSFER FROM FIRE CAPITAL	0.00	0.00	0.00	0.00	0.00
Total Dept 000		180.00	179.68	0.00	0.32	99.82
TOTAL REVENUES		180.00	179.68	0.00	0.32	99.82
Expenditures						
Dept 000						
470-000-820.000	ENGINEERING FEES	0.00	0.00	0.00	0.00	0.00
470-000-826.000	LEGAL FEES	0.00	0.00	0.00	0.00	0.00
470-000-965.000	PERMIT FEES	0.00	0.00	0.00	0.00	0.00
470-000-965.100	CONSTRUCTION MANAGEMENT	0.00	0.00	0.00	0.00	0.00
470-000-965.300	ENGINEERING	0.00	0.00	0.00	0.00	0.00
470-000-965.500	MISCELLANEOUS	7,730.00	7,729.51	0.00	0.49	99.99
470-000-970.000	CONSTRUCTION COST	0.00	0.00	0.00	0.00	0.00
470-000-970.100	FIXTURES/FURNISHINGS/EQUIPMENT	0.00	0.00	0.00	0.00	0.00
470-000-995.206	TRANSFER OUT - FIRE OPERATING	3,029.00	3,029.34	0.00	(0.34)	100.01
Total Dept 000		10,759.00	10,758.85	0.00	0.15	100.00
TOTAL EXPENDITURES		10,759.00	10,758.85	0.00	0.15	100.00
Fund 470 - 7110 WEST Q FACILITY RENOVATION:						
TOTAL REVENUES		180.00	179.68	0.00	0.32	99.82
TOTAL EXPENDITURES		10,759.00	10,758.85	0.00	0.15	100.00
NET OF REVENUES & EXPENDITURES		(10,579.00)	(10,579.17)	0.00	0.17	100.00

Fund 810 - N.EAGLE LAKE DRIVE SAD

GL NUMBER	DESCRIPTION	AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			2025	MONTH 11/30/2025	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
Revenues						
Dept 000						
810-000-000.100	CARRY-OVER	0.00	0.00	0.00	0.00	0.00
810-000-451.000	SPECIAL ASSESSMENT	2,340.00	2,340.00	0.00	0.00	100.00
810-000-451.100	SPECIAL ASSESSMENT RECEIVABLE	0.00	0.00	0.00	0.00	0.00
810-000-664.000	INTEREST ON INVESTMENT	115.00	132.02	6.76	(17.02)	114.80
810-000-674.000	CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
Total Dept 000		2,455.00	2,472.02	6.76	(17.02)	100.69
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TOTAL REVENUES		2,455.00	2,472.02	6.76	(17.02)	100.69
Expenditures						
Dept 441 - PUBLIC WORKS						
810-441-801.000	ROAD MAINTENANCE	2,000.00	2,231.60	0.00	(231.60)	111.58
810-441-808.000	INDEPENDENT AUDITOR	382.00	381.98	0.00	0.02	99.99
810-441-901.000	ADMINISTRATIVE FEE	350.00	350.00	0.00	0.00	100.00
810-441-956.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
Total Dept 441 - PUBLIC WORKS		2,732.00	2,963.58	0.00	(231.58)	108.48
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TOTAL EXPENDITURES		2,732.00	2,963.58	0.00	(231.58)	108.48
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Fund 810 - N.EAGLE LAKE DRIVE SAD:						
TOTAL REVENUES		2,455.00	2,472.02	6.76	(17.02)	100.69
TOTAL EXPENDITURES		2,732.00	2,963.58	0.00	(231.58)	108.48
NET OF REVENUES & EXPENDITURES		(277.00)	(491.56)	6.76	214.56	177.46

Fund 813 - CCTA SPECIAL ASSESSMENT DISTRICT

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
				11/30/2025	MONTH 11/30/2025	BALANCE	
				NORMAL	INCREASE	NORMAL	
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	
Revenues							
Dept 000							
813-000-000.100	CARRY OVER	0.00	0.00		0.00	0.00	0.00
813-000-451.000	SPECIAL ASSESSMENT	16,211.00	17,123.43		0.00	(912.43)	105.63
813-000-664.000	INTEREST ON INVESTMENT	238.00	454.50		25.69	(216.50)	190.97
813-000-678.000	MISCELLANEOUS	0.00	0.00		0.00	0.00	0.00
813-000-699.000	TRANSFER FROM GENERAL FUND	13,000.00	13,000.00		0.00	0.00	100.00
Total Dept 000		29,449.00	30,577.93		25.69	(1,128.93)	103.83
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TOTAL REVENUES		29,449.00	30,577.93		25.69	(1,128.93)	103.83
Expenditures							
Dept 441 - PUBLIC WORKS							
813-441-801.000	CONTRACTED SERVICES	30,077.00	20,353.05		0.00	9,723.95	67.67
813-441-808.000	INDEPENDENT AUDITOR	621.00	572.96		0.00	48.04	92.26
813-441-826.000	LEGAL FEES	1,000.00	0.00		0.00	1,000.00	0.00
813-441-956.000	MISCELLANEOUS	250.00	0.00		0.00	250.00	0.00
Total Dept 441 - PUBLIC WORKS		31,948.00	20,926.01		0.00	11,021.99	65.50
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TOTAL EXPENDITURES		31,948.00	20,926.01		0.00	11,021.99	65.50
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Fund 813 - CCTA SPECIAL ASSESSMENT DISTRICT:							
TOTAL REVENUES		29,449.00	30,577.93		25.69	(1,128.93)	103.83
TOTAL EXPENDITURES		31,948.00	20,926.01		0.00	11,021.99	65.50
NET OF REVENUES & EXPENDITURES		(2,499.00)	9,651.92		25.69	(12,150.92)	386.23
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Fund 814 - LAKE LEVEL PROJECT							

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
				11/30/2025	MONTH 11/30/2025	BALANCE	
				NORMAL	INCREASE	NORMAL	
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	
Revenues							
Dept 000							
814-000-451.000	DRAIN OFFICE BOND PROCEEDS	0.00	0.00		0.00	0.00	0.00
814-000-529.000	FEDERAL GRANT - FEMA	237,133.00	248,162.72		0.00	(11,029.72)	104.65
814-000-540.000	STATE GRANT	0.00	1,459,600.00		0.00	(1,459,600.00)	100.00
814-000-665.000	INTEREST ON INVESTMENT	0.00	82,205.10		2,108.44	(82,205.10)	100.00
814-000-699.000	TRANSFER FROM GENERAL FUND	0.00	0.00		0.00	0.00	0.00
Total Dept 000		237,133.00	1,789,967.82		2,108.44	(1,552,834.82)	754.84
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TOTAL REVENUES		237,133.00	1,789,967.82		2,108.44	(1,552,834.82)	754.84
Expenditures							
Dept 000							
814-000-826.000	LEGAL FEES	0.00	0.00		0.00	0.00	0.00
814-000-829.000	DRAIN ASSESSMENT-TWP'S	0.00	0.00		0.00	0.00	0.00
814-000-900.000	PRINTING AND PUBLISHING	0.00	0.00		0.00	0.00	0.00
814-000-964.000	REFUND - DRAIN OFFICE	1,425,880.00	0.00		0.00	1,425,880.00	0.00
Total Dept 000		1,425,880.00	0.00		0.00	1,425,880.00	0.00
Dept 441 - PUBLIC WORKS							
814-441-808.000	INDEPENDENT AUDITOR	0.00	4,976.53		73.13	(4,976.53)	100.00
814-441-820.000	ENGINEERING FEES	0.00	0.00		0.00	0.00	0.00
814-441-900.000	PRINTING AND PUBLISHING	0.00	0.00		0.00	0.00	0.00
814-441-901.000	ADMINISTRATIVE FEE	0.00	0.00		0.00	0.00	0.00
814-441-970.000	CONSTRUCTION - LONG-TERM FLOOD PROJECT	352,282.91	0.00		0.00	352,282.91	0.00
814-441-971.000	CONSTRUCTION PERMITTING	0.00	0.00		0.00	0.00	0.00
Total Dept 441 - PUBLIC WORKS		352,282.91	4,976.53		73.13	347,306.38	1.41

GL NUMBER	DESCRIPTION	2025 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			11/30/2025 NORMAL (ABNORMAL)	MONTH 11/30/2025 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
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TOTAL EXPENDITURES		1,778,162.91	4,976.53	73.13	1,773,186.38	0.28
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Fund 814 - LAKE LEVEL PROJECT:						
TOTAL REVENUES		237,133.00	1,789,967.82	2,108.44	(1,552,834.82)	754.84
TOTAL EXPENDITURES		1,778,162.91	4,976.53	73.13	1,773,186.38	0.28
NET OF REVENUES & EXPENDITURES		(1,541,029.91)	1,784,991.29	2,035.31	(3,326,021.20)	115.83
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Fund 815 - TREASURE ISLAND SAD FUND						
Revenues						
Dept 000						
815-000-000.100	CARRY-OVER	0.00	0.00	0.00	0.00	0.00
815-000-451.000	TREASURE ISLAND SAD	9,171.00	9,171.31	0.00	(0.31)	100.00
815-000-664.000	INTEREST ON INVESTMENT	220.00	98.49	5.72	121.51	44.77
815-000-674.000	CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00
815-000-699.000	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00
Total Dept 000		9,391.00	9,269.80	5.72	121.20	98.71
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TOTAL REVENUES		9,391.00	9,269.80	5.72	121.20	98.71
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Expenditures						
Dept 000						
815-000-920.000	UTILITIES	0.00	0.00	0.00	0.00	0.00
Total Dept 000		0.00	0.00	0.00	0.00	0.00
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Dept 441 - PUBLIC WORKS						
815-441-801.000	ROAD MAINTENANCE	5,000.00	4,950.00	0.00	50.00	99.00

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
				11/30/2025	MONTH 11/30/2025	BALANCE	
				NORMAL	INCREASE	NORMAL	
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	
815-441-808.000	INDEPENDENT AUDIT	265.00		381.98	0.00	(116.98)	144.14
815-441-826.000	LEGAL FEES	0.00		0.00	0.00	0.00	0.00
815-441-900.000	PRINTING AND PUBLISHING	0.00		0.00	0.00	0.00	0.00
815-441-901.000	ADMINISTRATIVE FEE	100.00		350.00	0.00	(250.00)	350.00
815-441-920.000	UTILITIES	1,000.00		263.42	32.98	736.58	26.34
815-441-955.000	DRAIN REPAIR	1,700.00		0.00	0.00	1,700.00	0.00
815-441-956.000	MISCELLANEOUS	0.00		0.00	0.00	0.00	0.00
815-441-967.000	ROAD RESURFACING	0.00		0.00	0.00	0.00	0.00
815-441-991.000	REPAY LOAN TO GENERAL FUND	0.00		0.00	0.00	0.00	0.00
Total Dept 441 - PUBLIC WORKS		8,065.00		5,945.40	32.98	2,119.60	73.72
TOTAL EXPENDITURES		8,065.00		5,945.40	32.98	2,119.60	73.72
Fund 815 - TREASURE ISLAND SAD FUND:							
TOTAL REVENUES		9,391.00		9,269.80	5.72	121.20	98.71
TOTAL EXPENDITURES		8,065.00		5,945.40	32.98	2,119.60	73.72
NET OF REVENUES & EXPENDITURES		1,326.00		3,324.40	(27.26)	(1,998.40)	250.71
Fund 816 - ROAD MAINTENANCE FUND							
Revenues							
Dept 000							
816-000-000.100	CARRY-OVER	0.00		0.00	0.00	0.00	0.00
816-000-451.000	SPECIAL ASSESSMENT	681,022.00		698,580.00	0.00	(17,558.00)	102.58
816-000-452.000	S/A BALANCE PAYOFF	20,000.00		97,353.28	6,483.28	(77,353.28)	486.77
816-000-453.000	CRACKER BARREL DRIVE SAD	0.00		0.00	0.00	0.00	0.00
816-000-664.000	INTEREST ON INVESTMENT	50,000.00		45,620.20	4,222.81	4,379.80	91.24
816-000-678.000	MISCELLANEOUS	0.00		0.00	0.00	0.00	0.00
816-000-699.000	TRANSFER FROM GENERAL FUND	175,000.00		175,000.00	0.00	0.00	100.00

GL NUMBER	DESCRIPTION	2025 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			11/30/2025 NORMAL (ABNORMAL)	MONTH 11/30/2025 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
Total Dept 000		926,022.00	1,016,553.48	10,706.09	(90,531.48)	109.78
TOTAL REVENUES		926,022.00	1,016,553.48	10,706.09	(90,531.48)	109.78
Expenditures						
Dept 441 - PUBLIC WORKS						
816-441-801.000	ROAD MAINTENANCE	1,238,752.01	789,219.81	220,328.70	449,532.20	63.71
816-441-808.000	INDEPENDENT AUDITOR	886.00	1,145.93	0.00	(259.93)	129.34
816-441-826.000	LEGAL FEES	0.00	0.00	0.00	0.00	0.00
816-441-900.000	PRINTING AND PUBLISHING	0.00	0.00	0.00	0.00	0.00
816-441-901.000	ADMINISTRATIVE FEE	0.00	0.00	0.00	0.00	0.00
816-441-956.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
816-441-967.000	CRACKER BARREL SAD COSTS	0.00	0.00	0.00	0.00	0.00
Total Dept 441 - PUBLIC WORKS		1,239,638.01	790,365.74	220,328.70	449,272.27	63.76
TOTAL EXPENDITURES		1,239,638.01	790,365.74	220,328.70	449,272.27	63.76
Fund 816 - ROAD MAINTENANCE FUND:						
TOTAL REVENUES		926,022.00	1,016,553.48	10,706.09	(90,531.48)	109.78
TOTAL EXPENDITURES		1,239,638.01	790,365.74	220,328.70	449,272.27	63.76
NET OF REVENUES & EXPENDITURES		(313,616.01)	226,187.74	(209,622.61)	(539,803.75)	72.12
Fund 817 - TEXAS CORNERS CORRIDOR & PATHWAY ENHANCE						
Revenues						
Dept 000						
817-000-000.100	CARRY-OVER	0.00	0.00	0.00	0.00	0.00
817-000-451.000	S/A PRINCIPAL	5,552.00	4,633.82	0.00	918.18	83.46

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
				11/30/2025	MONTH 11/30/2025	BALANCE	
				NORMAL	INCREASE	NORMAL	
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	
817-000-452.000	DDA PRINCIPAL	13,941.00	13,942.00		0.00	(1.00)	100.01
817-000-664.000	INTEREST ON INVESTMENT	275.00	227.87		13.40	47.13	82.86
817-000-664.100	INT. EARNED - SPEC.ASSESS	0.00	0.00		0.00	0.00	0.00
817-000-665.100	S/A INTEREST	600.00	0.00		0.00	600.00	0.00
817-000-668.000	DDA INTEREST	1,077.00	1,077.00		0.00	0.00	100.00
817-000-687.000	REIMBURSEMENTS	0.00	0.00		0.00	0.00	0.00
817-000-696.000	DEBT PROCEEDS	0.00	0.00		0.00	0.00	0.00
817-000-699.000	TRANSFER IN	0.00	0.00		0.00	0.00	0.00
Total Dept 000		21,445.00	19,880.69		13.40	1,564.31	92.71
TOTAL REVENUES		21,445.00	19,880.69		13.40	1,564.31	92.71
Expenditures							
Dept 000							
817-000-930.025	REPAIRS / REPLACEMENTS	0.00	0.00		0.00	0.00	0.00
817-000-991.000	LOAN PAYMENT PRINCIPAL	24,373.00	24,372.91		0.00	0.09	100.00
817-000-993.000	LOAN PAYMENT INTEREST	1,567.00	1,567.17		0.00	(0.17)	100.01
817-000-995.100	REPAY GENERAL FUND PRINCIPAL	0.00	0.00		0.00	0.00	0.00
Total Dept 000		25,940.00	25,940.08		0.00	(0.08)	100.00
Dept 441 - PUBLIC WORKS							
817-441-808.000	INDEPENDENT AUDITOR	0.00	0.00		0.00	0.00	0.00
817-441-820.000	ENGINEERING FEES	0.00	0.00		0.00	0.00	0.00
817-441-826.000	LEGAL FEES	0.00	0.00		0.00	0.00	0.00
817-441-930.000	CONSTRUCTION	0.00	0.00		0.00	0.00	0.00
817-441-956.000	MISCELLANEOUS	0.00	0.00		0.00	0.00	0.00
Total Dept 441 - PUBLIC WORKS		0.00	0.00		0.00	0.00	0.00

GL NUMBER	DESCRIPTION	2025 AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			11/30/2025 NORMAL (ABNORMAL)	MONTH 11/30/2025 INCREASE (DECREASE)	BALANCE NORMAL (ABNORMAL)	
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TOTAL EXPENDITURES		25,940.00	25,940.08	0.00	(0.08)	100.00
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Fund 817 - TEXAS CORNERS CORRIDOR & PATHWAY ENHANCE:						
TOTAL REVENUES		21,445.00	19,880.69	13.40	1,564.31	92.71
TOTAL EXPENDITURES		25,940.00	25,940.08	0.00	(0.08)	100.00
NET OF REVENUES & EXPENDITURES		(4,495.00)	(6,059.39)	13.40	1,564.39	134.80
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Fund 818 - EAGLE LAKE SPECIAL ASSESSMENT						
Revenues						
Dept 000						
818-000-000.100	CARRY-OVER	0.00	0.00	0.00	0.00	0.00
818-000-451.000	SPECIAL ASSESSMENT	90,350.00	90,530.00	0.00	(180.00)	100.20
818-000-664.000	INTEREST ON INVESTMENT	1,200.00	2,445.71	103.32	(1,245.71)	203.81
818-000-678.000	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00
Total Dept 000		91,550.00	92,975.71	103.32	(1,425.71)	101.56
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TOTAL REVENUES		91,550.00	92,975.71	103.32	(1,425.71)	101.56
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Expenditures						
Dept 000						
818-000-995.000	TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
Total Dept 000		0.00	0.00	0.00	0.00	0.00
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Dept 441 - PUBLIC WORKS						
818-441-801.000	MARINE PATROL	0.00	0.00	0.00	0.00	0.00
818-441-808.000	INDEPENDENT AUDIT	1,152.00	1,145.93	0.00	6.07	99.47
818-441-820.000	ENGINEERING FEES	24,000.00	22,820.00	0.00	1,180.00	95.08

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
				11/30/2025	MONTH 11/30/2025	BALANCE	
				NORMAL	INCREASE	NORMAL	
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	
818-441-821.000	AQUATIC PLANT CONTROL	52,000.00		51,129.50	0.00	870.50	98.33
818-441-823.000	WELL REPAIRS	5,000.00		0.00	0.00	5,000.00	0.00
818-441-826.000	LEGAL FEES	0.00		0.00	0.00	0.00	0.00
818-441-900.000	PRINTING AND PUBLISHING	0.00		0.00	0.00	0.00	0.00
818-441-901.000	ADMINISTRATIVE FEE	900.00		750.00	0.00	150.00	83.33
818-441-920.000	UTILITIES	5,259.00		2,763.34	269.86	2,495.66	52.54
818-441-956.000	CONTINGENCIES	3,000.00		0.00	0.00	3,000.00	0.00
818-441-960.000	INSURANCE & BONDS	0.00		0.00	0.00	0.00	0.00
Total Dept 441 - PUBLIC WORKS		91,311.00		78,608.77	269.86	12,702.23	86.09
TOTAL EXPENDITURES		91,311.00		78,608.77	269.86	12,702.23	86.09
Fund 818 - EAGLE LAKE SPECIAL ASSESSMENT:							
TOTAL REVENUES		91,550.00		92,975.71	103.32	(1,425.71)	101.56
TOTAL EXPENDITURES		91,311.00		78,608.77	269.86	12,702.23	86.09
NET OF REVENUES & EXPENDITURES		239.00		14,366.94	(166.54)	(14,127.94)	6,011.27
Fund 819 - EAGLE LAKE SAD #2							
Revenues							
Dept 000							
819-000-000.100	CARRY-OVER	0.00		0.00	0.00	0.00	0.00
819-000-451.000	SPECIAL ASSESSMENT	43,500.00		46,020.05	0.00	(2,520.05)	105.79
819-000-664.000	INTEREST ON INVESTMENT	1,300.00		1,287.76	59.76	12.24	99.06
819-000-678.000	MISCELLANEOUS	0.00		0.00	0.00	0.00	0.00
819-000-692.000	LOAN FROM GENERAL FUND	0.00		0.00	0.00	0.00	0.00
Total Dept 000		44,800.00		47,307.81	59.76	(2,507.81)	105.60
TOTAL REVENUES		44,800.00		47,307.81	59.76	(2,507.81)	105.60

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
				11/30/2025	MONTH 11/30/2025	BALANCE	
				NORMAL	INCREASE	NORMAL	
				(ABNORMAL)	(DECREASE)	(ABNORMAL)	
Expenditures							
Dept 441 - PUBLIC WORKS							
819-441-808.000	INDEPENDENT AUDITOR	621.00	572.96	0.00	48.04	92.26	
819-441-819.000	INSTALLATION OF EQUIPMENT	2,000.00	0.00	0.00	2,000.00	0.00	
819-441-821.000	BIO-AUGMENTATION	37,000.00	25,500.00	0.00	11,500.00	68.92	
819-441-822.000	WATER TESTING	0.00	0.00	0.00	0.00	0.00	
819-441-826.000	LEGAL FEES	0.00	1,110.00	0.00	(1,110.00)	100.00	
819-441-901.000	ADMINISTRATIVE FEE	500.00	500.00	0.00	0.00	100.00	
819-441-920.000	UTILITIES	7,000.00	5,982.64	5,982.64	1,017.36	85.47	
819-441-930.000	MAINTENANCE	2,000.00	1,310.00	1,150.00	690.00	65.50	
819-441-956.000	MISCELLANEOUS	500.00	0.00	0.00	500.00	0.00	
819-441-970.000	EQUIPMENT	0.00	0.00	0.00	0.00	0.00	
819-441-991.000	REPAY GENERAL FUND PRINCIPAL	0.00	0.00	0.00	0.00	0.00	
819-441-993.000	REPAY GENERAL FUND INTEREST	0.00	0.00	0.00	0.00	0.00	
Total Dept 441 - PUBLIC WORKS		49,621.00	34,975.60	7,132.64	14,645.40	70.49	
TOTAL EXPENDITURES		49,621.00	34,975.60	7,132.64	14,645.40	70.49	
Fund 819 - EAGLE LAKE SAD #2:							
TOTAL REVENUES		44,800.00	47,307.81	59.76	(2,507.81)	105.60	
TOTAL EXPENDITURES		49,621.00	34,975.60	7,132.64	14,645.40	70.49	
NET OF REVENUES & EXPENDITURES		(4,821.00)	12,332.21	(7,072.88)	(17,153.21)	255.80	
Fund 821 - CROOKED LAKE SPECIAL ASSESSMENT							
Revenues							
Dept 000							

GL NUMBER	DESCRIPTION	AMENDED BUDGET	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
			2025	MONTH 11/30/2025	BALANCE	
			NORMAL (ABNORMAL)	INCREASE (DECREASE)	NORMAL (ABNORMAL)	
821-000-000.100	CARRY-OVER	0.00	0.00	0.00	0.00	0.00
821-000-451.000	SPECIAL ASSESSMENT	74,320.00	74,319.48	0.00	0.52	100.00
821-000-664.000	INTEREST ON INVESTMENT	1,500.00	2,576.56	117.46	(1,076.56)	171.77
821-000-699.000	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00
Total Dept 000		75,820.00	76,896.04	117.46	(1,076.04)	101.42
TOTAL REVENUES		75,820.00	76,896.04	117.46	(1,076.04)	101.42
Expenditures						
Dept 441 - PUBLIC WORKS						
821-441-808.000	INDEPENDENT AUDIT	621.00	572.96	0.00	48.04	92.26
821-441-820.000	ENGINEERING FEES	13,000.00	8,300.00	0.00	4,700.00	63.85
821-441-821.000	AQUATIC WEED/PLANT CONTROL	30,000.00	46,426.00	0.00	(16,426.00)	154.75
821-441-823.000	WELL REPAIRS	10,000.00	0.00	0.00	10,000.00	0.00
821-441-824.000	WELL REPLACEMENT	0.00	0.00	0.00	0.00	0.00
821-441-826.000	LEGAL FEES	0.00	0.00	0.00	0.00	0.00
821-441-900.000	PRINTING AND PUBLISHING	0.00	0.00	0.00	0.00	0.00
821-441-901.000	ADMINISTRATIVE FEE	100.00	500.00	0.00	(400.00)	500.00
821-441-920.000	UTILITIES	20,000.00	317.62	0.00	19,682.38	1.59
821-441-956.000	MISCELLANEOUS	1,205.00	400.00	0.00	805.00	33.20
821-441-960.000	INSURANCE	900.00	856.00	856.00	44.00	95.11
Total Dept 441 - PUBLIC WORKS		75,826.00	57,372.58	856.00	18,453.42	75.66
TOTAL EXPENDITURES		75,826.00	57,372.58	856.00	18,453.42	75.66
Fund 821 - CROOKED LAKE SPECIAL ASSESSMENT:						
TOTAL REVENUES		75,820.00	76,896.04	117.46	(1,076.04)	101.42
TOTAL EXPENDITURES		75,826.00	57,372.58	856.00	18,453.42	75.66

GL NUMBER	DESCRIPTION	AMENDED BUDGET	2025	YTD BALANCE 11/30/2025 NORMAL (ABNORMAL)	ACTIVITY FOR MONTH 11/30/2025 INCREASE (DECREASE)	AVAILABLE BALANCE NORMAL (ABNORMAL)	% BDGT USED
NET OF REVENUES & EXPENDITURES			(6.00)	19,523.46	(738.54)	(19,529.46)	#####
Fund 840 - CROOKED LAKE SAD #2							
Revenues							
Dept 000							
840-000-000.100	CARRY-OVER		0.00	0.00	0.00	0.00	0.00
840-000-451.000	SPECIAL ASSESSMENT #2		0.00	0.00	0.00	0.00	0.00
840-000-664.000	INTEREST ON INVESTMENT		400.00	973.08	51.07	(573.08)	243.27
Total Dept 000			400.00	973.08	51.07	(573.08)	243.27
TOTAL REVENUES			400.00	973.08	51.07	(573.08)	243.27
Expenditures							
Dept 441 - PUBLIC WORKS							
840-441-801.000	CONTRACT SERVICES		31,950.00	0.00	0.00	31,950.00	0.00
840-441-801.100	CONTRACT SERVICE COSTS		0.00	0.00	0.00	0.00	0.00
840-441-808.000	INDEPENDENT AUDITOR		621.00	572.96	0.00	48.04	92.26
840-441-820.000	ENGINEERING FEES		0.00	0.00	0.00	0.00	0.00
840-441-821.000	AQUATIC WEED/PLANT CONTROL		0.00	0.00	0.00	0.00	0.00
840-441-901.000	ADMINISTRATIVE FEE		600.00	500.00	0.00	100.00	83.33
840-441-920.000	UTILITIES		16,000.00	0.00	0.00	16,000.00	0.00
840-441-956.000	MISCELLANEOUS		1,000.00	0.00	0.00	1,000.00	0.00
Total Dept 441 - PUBLIC WORKS			50,171.00	1,072.96	0.00	49,098.04	2.14
TOTAL EXPENDITURES			50,171.00	1,072.96	0.00	49,098.04	2.14
Fund 840 - CROOKED LAKE SAD #2:							

GL NUMBER	DESCRIPTION	2025	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
			11/30/2025	MONTH 11/30/2025	BALANCE	
			NORMAL	INCREASE	NORMAL	
		AMENDED BUDGET	(ABNORMAL)	(DECREASE)	(ABNORMAL)	USED
TOTAL REVENUES		400.00	973.08	51.07	(573.08)	243.27
TOTAL EXPENDITURES		50,171.00	1,072.96	0.00	49,098.04	2.14
NET OF REVENUES & EXPENDITURES		(49,771.00)	(99.88)	51.07	(49,671.12)	0.20
TOTAL REVENUES - ALL FUNDS		9,880,173.00	10,199,037.71	110,005.23	(318,864.71)	103.23
TOTAL EXPENDITURES - ALL FUNDS		13,195,054.92	7,771,708.67	719,065.31	5,423,346.25	58.90
NET OF REVENUES & EXPENDITURES		(3,314,881.92)	2,427,329.04	(609,060.08)	(5,742,210.96)	73.23



## BOARD AGENDA ITEM

**BOARD MEETING DATE:** December 22, 2025

**DEPARTMENT/COMMITTEE:** Administration

**SUBJECT:** Final New Township Hall Construction Pay App

**SPECIFIC ACTION REQUESTED:** **Approve New Township Hall Pay App #40**

**TIME FRAME:** Prior to January 1, 2026

**FUNDING SOURCE:** Fund 408 – New Township Hall Construction

**IS THIS A BUDGETED ITEM?** Yes **Account # (if known):** **Varies**

**NEW OR RENEWAL?** New

**OTHER PERTINENT INFORMATION:** Enclosed is the final pay application from Progressive AE for the construction of the new Township Hall in the amount of \$22,796.09.

This final payment will be issued in FY 2025. The project fund will be formally closed in FY 2026, at which time the remaining project balance—estimated at \$341,616—will be split and transferred between the Capital Improvement Fund (405) and the General Fund (101).

**Sample Motion for Consideration:** *Motion to approve Pay App #40, Final Pay App for the New Township Hall and authorize Supervisor O'Rourke to sign.*

**PERSON SUBMITTING:** Superintendent's Office

**For Board Use Only:**

This requires **voice vote:** Yes No

This requires **roll-call vote:** Yes No

Beutel\_\_\_\_\_ Boven\_\_\_\_\_ Hammon\_\_\_\_\_ Koop\_\_\_\_\_ Meinema\_\_\_\_\_ O'Neill\_\_\_\_\_ O'Rourke\_\_\_\_\_

**Application and Certificate for Payment for a Design-Build Project**

<b>TO OWNER:</b> Charter Township of Texas 7227 West Q Avenue Kalamazoo, Michigan 49009	<b>PROJECT:</b> Charter Township of Texas New Hall 7227 West Q Avenue Kalamazoo, Michigan 49009	<b>APPLICATION NO:</b> 40 <b>PERIOD TO:</b> 11/26/25 - 12/25/25 <b>CONTRACT FOR:</b> New Township Hall <b>CONTRACT DATE:</b> 09/12/2022 <b>PROJECT NOS:</b> 53286002.1	<b>Distribution to:</b> OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
<b>FROM DESIGN-BUILDER:</b> Progressive SPR 1811 4 Mile Road NE Grand Rapids, Michigan 49525			

**DESIGN-BUILDER'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation, AIA Document G743™, Continuation Sheet for a Design-Build Project, is attached.

1. ORIGINAL CONTRACT SUM	2	\$8,471,316.7	
2. NET CHANGE BY CHANGE ORDERS	2	\$357,732.89	
3. CONTRACT SUM TO DATE (line 1 ± 2)	1	\$8,829,049.6	
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G743)	1	\$8,829,049.6	
5. RETAINAGE:			
a. 0.00% of Completed Work: (Columns D + E on G743)		\$0.00	
b. 0.00% of stored material: (Column F on G743)		\$0.00	
Total Retainage (Lines 5a + 5b, or Total in Column I of G743)		\$0.00	
6. TOTAL EARNED LESS RETAINAGE	1	\$8,829,049.6	
(Line 4 Less Line 5 Total)			
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	2	\$8,806,253.5	
(Line 6 from prior Certificate)			
8. CURRENT PAYMENT DUE:		\$22,796.09	
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		\$0.00	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS	
Total changes approved in previous months by Owner:	\$2,460,871.72	(\$2,105,206.86)	
Total approved this Month:	\$2,260.63	(\$192.60)	
<b>TOTALS</b>	\$2,463,132.35	(\$2,105,399.46)	
<b>NET CHANGES by Change Order</b>	\$357,732.89		

The undersigned Design-Builder certifies that to the best of the Design-Builder's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Design-Build Documents, that all amounts have been paid by the Design-Builder for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**DESIGN-BUILDER:**  
By: Kathleen Lucas Date: 12.17.25  
State of: MI  
County of: Kent  
Subscribed and sworn to before  
17th day of December, 2025  
Notary Public: Kathleen Lucas  
My commission expires: 07.01.2029

KATHLEEN LUCAS  
Notary Public, State of Michigan  
County of Ottawa  
My Commission Expires July 01, 2029  
Acting in the County of Kent

**CERTIFICATE FOR PAYMENT**

In accordance with the Design-Build Documents, based on the Owner's review of the Work and the data comprising this application, the Owner determines the following amount is property due and owing to the Design-Builder.

**AMOUNT DUE:** \$ 22,796.09  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified)

**OWNER:**  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Design-Builder named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**Continuation Sheet for a Design-Build Project**

AIA Document G742TM-2015, Application and Certification for Payment, containing Design-Builder's signed certification is attached.

In tabulations below, amounts are in US dollars.  
Use Column I on Contracts where variable retainage for line items may apply.

<b>APPLICATION NO:</b>	26
<b>APPLICATION DATE:</b>	12/16/2025
<b>PERIOD TO:</b>	11/26/25 - 12/25/25
<b>ARCHITECT'S PROJECT NO:</b>	

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G / C)			
1	Design Fee	\$444,416.00	\$444,416.00	\$0.00	\$0.00	\$444,416.00	100.00%	\$0.00	\$0.00
2	Design Reimbursables	\$11,200.00	\$11,200.00	\$0.00	\$0.00	\$11,200.00	100.00%	\$0.00	\$0.00
3	FF&E Product	\$231,808.36	\$231,808.36	\$0.00	\$0.00	\$231,808.36	100.00%	\$0.00	\$0.00
4	FF&E Installation/Warehousing/Gen.Requirements	\$26,913.03	\$26,913.03	\$0.00	\$0.00	\$26,913.03	100.00%	\$0.00	\$0.00
5	FF&E Estimated Freight	\$6,011.42	\$6,011.42	\$0.00	\$0.00	\$6,011.42	100.00%	\$0.00	\$0.00
6	FF&E	\$20,267.19	\$20,267.19	\$0.00	\$0.00	\$20,267.19	100.00%	\$0.00	\$0.00
7	Preconstruction	\$26,000.00	\$26,000.00	\$0.00	\$0.00	\$26,000.00	100.00%	\$0.00	\$0.00
8	General Conditions	\$543,100.00	\$543,100.00	\$0.00	\$0.00	\$543,100.00	100.00%	\$0.00	\$0.00
9	General Requirements	\$82,200.00	\$82,200.00	\$0.00	\$0.00	\$82,200.00	100.00%	\$0.00	\$0.00
10	General Contractor Fee	\$278,135.00	\$278,135.00	\$0.00	\$0.00	\$278,135.00	100.00%	\$0.00	\$0.00
11	Site Clearing	\$25,482.22	\$25,482.22	\$0.00	\$0.00	\$25,482.22	100.00%	\$0.00	\$0.00
12	Site Surveying, Stake Limits & Points	\$7,500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100.00%	\$0.00	\$0.00
13	Unsuitable Soils/Winter Conditions Allowance	\$137,700.00	\$137,700.00	\$0.00	\$0.00	\$137,700.00	100.00%	\$0.00	\$0.00
14	Contingency	\$344,100.00	\$344,100.00	\$0.00	\$0.00	\$344,100.00	100.00%	\$0.00	\$0.00
15	Concrete	\$220,800.00	\$220,800.00	\$0.00	\$0.00	\$220,800.00	100.00%	\$0.00	\$0.00
16	Masonry	\$250,000.00	\$250,000.00	\$0.00	\$0.00	\$250,000.00	100.00%	\$0.00	\$0.00
17	Metals	\$198,556.00	\$198,556.00	\$0.00	\$0.00	\$198,556.00	100.00%	\$0.00	\$0.00
18	General Trades	\$1,121,589.00	\$1,121,589.00	\$0.00	\$0.00	\$1,121,589.00	100.00%	\$0.00	\$0.00
19	Roofing	\$488,100.00	\$488,100.00	\$0.00	\$0.00	\$488,100.00	100.00%	\$0.00	\$0.00
20	Glass and Glazing	\$198,100.00	\$198,100.00	\$0.00	\$0.00	\$198,100.00	100.00%	\$0.00	\$0.00
21	Gypsum Board Assemblies	\$450,000.00	\$450,000.00	\$0.00	\$0.00	\$450,000.00	100.00%	\$0.00	\$0.00
22	Flooring	\$81,397.00	\$81,397.00	\$0.00	\$0.00	\$81,397.00	100.00%	\$0.00	\$0.00
23	Painting and Wall Covering	\$49,714.00	\$49,714.00	\$0.00	\$0.00	\$49,714.00	100.00%	\$0.00	\$0.00
24	Fire Supression	\$78,300.00	\$78,300.00	\$0.00	\$0.00	\$78,300.00	100.00%	\$0.00	\$0.00
25	Plumbing Systems	\$101,195.00	\$101,195.00	\$0.00	\$0.00	\$101,195.00	100.00%	\$0.00	\$0.00
26	Heating/Ventilating/AC Systems	\$1,219,900.00	\$1,219,900.00	\$0.00	\$0.00	\$1,219,900.00	100.00%	\$0.00	\$0.00

**Continuation Sheet for a Design-Build Project**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
27	Electrical Systems	\$698,000.00	\$698,000.00	\$0.00	\$0.00	\$698,000.00	100.00%	\$0.00	\$0.00
28	Earthwork and Site Utilities	\$864,697.50	\$864,697.50	\$0.00	\$0.00	\$864,697.50	100.00%	\$0.00	\$0.00
29	Landscaping and Irrigation	\$169,135.00	\$169,135.00	\$0.00	\$0.00	\$169,135.00	100.00%	\$0.00	\$0.00
30	Site Furnishings	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$0.00
31	Final Cleaning	\$22,000.00	\$22,000.00	\$0.00	\$0.00	\$22,000.00	100.00%	\$0.00	\$0.00
32	Materials Testing	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100.00%	\$0.00	\$0.00
33	AV/Security Allowance	\$40,000.00	\$40,000.00	\$0.00	\$0.00	\$40,000.00	100.00%	\$0.00	\$0.00
<b>34</b>	<b>PCCO#007</b>								
34.1	704-000 Deduct for PR3-8: Exterior Wall Revisions per Burggrabe Masonry PR3 cost breakdown dated March 7, 2023.	\$(30,000.00)	\$(30,000.00)	\$0.00	\$0.00	\$(30,000.00)	100.00%	\$0.00	\$0.00
34.2	704-000 Add for PR3-14: Vault Foundation Wall Revision per Burggrabe Masonry PR3 cost breakdown dated March 7, 2023.	\$4,187.82	\$4,187.82	\$0.00	\$0.00	\$4,187.82	100.00%	\$0.00	\$0.00
34.3	704-000 Add for north elevation brick sill shape revision per Burggrabe Masonry PR3 cost breakdown dated March 7, 2023.	\$3,495.07	\$3,495.07	\$0.00	\$0.00	\$3,495.07	100.00%	\$0.00	\$0.00
34.4	706-000 Add for additional blocking on steel I-beams per JKB Request for Change Order dated February 22, 2023.	\$3,885.53	\$3,885.53	\$0.00	\$0.00	\$3,885.53	100.00%	\$0.00	\$0.00
34.5	705-002 Add for PR4-6: Structural Wood Framing Revisions per Division 5 Metalworks proposal dated March 6, 2023.	\$1,503.60	\$1,503.60	\$0.00	\$0.00	\$1,503.60	100.00%	\$0.00	\$0.00
34.6	701-008 Add for City of Kalamazoo watermain connection fees.	\$6,163.00	\$6,163.00	\$0.00	\$0.00	\$6,163.00	100.00%	\$0.00	\$0.00
34.7	701-008 Add for Kalamazoo County Road Commission right of way plan review/permit application fees.	\$210.00	\$210.00	\$0.00	\$0.00	\$210.00	100.00%	\$0.00	\$0.00
34.8	701-008 Deduct for credit of original estimated building permit budget.	\$(1,500.00)	\$(1,500.00)	\$0.00	\$0.00	\$(1,500.00)	100.00%	\$0.00	\$0.00
34.9	700-013 Add for General Conditions: cost savings tracking and coordination.	\$1,085.00	\$1,085.00	\$0.00	\$0.00	\$1,085.00	100.00%	\$0.00	\$0.00
34.10	700-013 Add for General Conditions: general Change Order processing time.	\$550.00	\$550.00	\$0.00	\$0.00	\$550.00	100.00%	\$0.00	\$0.00
34.11	701-004 Deduct for 4% Design-Builder fee.	\$(423.50)	\$(423.50)	\$0.00	\$0.00	\$(423.50)	100.00%	\$0.00	\$0.00
34.12	701-002 Contingency adjustment for Change Order 007.	\$15,198.81	\$15,198.81	\$0.00	\$0.00	\$15,198.81	100.00%	\$0.00	\$0.00
34.13	731-003 Winter conditions/soils allowance adjustment for Change Order 007.	\$(4,355.33)	\$(4,355.33)	\$0.00	\$0.00	\$(4,355.33)	100.00%	\$0.00	\$0.00
<b>35</b>	<b>PCCO#006</b>								
35.1	703-000 Add for PR3-9 per Burgess Concrete Proposal dated December 21, 2022.	\$1,494.00	\$1,494.00	\$0.00	\$0.00	\$1,494.00	100.00%	\$0.00	\$0.00

**Continuation Sheet for a Design-Build Project**

35.2	703-000 Add for PR3-14 per Burgess Concrete Proposal dated December 21, 2022.	\$776.00	\$776.00	\$0.00	\$0.00	\$776.00	100.00%	\$0.00	\$0.00
35.3	731-001 Add for PR3-9 and -11 per James E Fulton & Sons Request for Change dated December 29, 2022.	\$5,317.74	\$5,317.74	\$0.00	\$0.00	\$5,317.74	100.00%	\$0.00	\$0.00
35.4	700-013 Add for General Conditions.	\$450.00	\$450.00	\$0.00	\$0.00	\$450.00	100.00%	\$0.00	\$0.00
35.5	701-004 Add for 4% Design-Builder fee.	\$321.51	\$321.51	\$0.00	\$0.00	\$321.51	100.00%	\$0.00	\$0.00
35.6	701-002 Contingency adjustment for Change Order 006.	\$(7,552.21)	\$(7,552.21)	\$0.00	\$0.00	\$(7,552.21)	100.00%	\$0.00	\$0.00
35.7	731-003 Winter conditions/soils allowance adjustment for Change Order 006.	\$(807.04)	\$(807.04)	\$0.00	\$0.00	\$(807.04)	100.00%	\$0.00	\$0.00
<b>36</b>	<b>PCCO#005</b>								
36.1	726-000 Add for access control package per Kerwin Electric Estimate No. 9794 dated December 20, 2022.	\$30,120.00	\$30,120.00	\$0.00	\$0.00	\$30,120.00	100.00%	\$0.00	\$0.00
36.2	726-000 Add for video surveillance package per Kerwin Electric Estimate No. 9795 dated December 20, 2022.	\$12,185.00	\$12,185.00	\$0.00	\$0.00	\$12,185.00	100.00%	\$0.00	\$0.00
36.3	728-002 Add for audio/video system per Automation Design + Entertainment proposal dated January 5, 2023.	\$99,997.87	\$99,997.87	\$0.00	\$0.00	\$99,997.87	100.00%	\$0.00	\$0.00
36.4	728-002 Audio/video allowance adjustment for Change Order 005.	\$(40,000.00)	\$(40,000.00)	\$0.00	\$0.00	\$(40,000.00)	100.00%	\$0.00	\$0.00
36.5	701-004 Add for 4% Design-Builder fee.	\$4,092.11	\$4,092.11	\$0.00	\$0.00	\$4,092.11	100.00%	\$0.00	\$0.00
36.6	701-002 Contingency adjustment for Change Order 005.	\$(106,394.98)	\$(106,394.98)	\$0.00	\$0.00	\$(106,394.98)	100.00%	\$0.00	\$0.00
<b>37</b>	<b>PCCO#004</b>								
37.1	731-001 Add for PR1-2 per Proposal Request No. 1 RV1 writeup executed by James E. Fulton & Sons on November 1, 2022.	\$63,000.00	\$63,000.00	\$0.00	\$0.00	\$63,000.00	100.00%	\$0.00	\$0.00
37.2	731-001 Add for PR2-2A and PR2-4A per Proposal Request No. 2 writeup executed by James E. Fulton & Sons on November 17, 2022.	\$8,850.00	\$8,850.00	\$0.00	\$0.00	\$8,850.00	100.00%	\$0.00	\$0.00
37.3	703-000 Add for PR2-4A per Burgess Concrete Proposal dated November 14, 2022.	\$1,512.00	\$1,512.00	\$0.00	\$0.00	\$1,512.00	100.00%	\$0.00	\$0.00
37.4	709-000 Deduct for substitution of Wood Trends linear ceiling per Ritsema Associates proposal dated August 7, 2022.	\$(10,842.00)	\$(10,842.00)	\$0.00	\$0.00	\$(10,842.00)	100.00%	\$0.00	\$0.00
37.5	700-013 Add for General Conditions (project manager/superintendent/administrative time spent on cost savings items).	\$2,137.02	\$2,137.02	\$0.00	\$0.00	\$2,137.02	100.00%	\$0.00	\$0.00
37.6	701-004 Add for 4% Design-Builder fee.	\$2,586.28	\$2,586.28	\$0.00	\$0.00	\$2,586.28	100.00%	\$0.00	\$0.00
37.7	701-002 Contingency adjustment for Change Order 004.	\$(683.80)	\$(683.80)	\$0.00	\$0.00	\$(683.80)	100.00%	\$0.00	\$0.00
37.8	731-003 Winter conditions/soils allowance adjustment for Change Order 004.	\$(66,559.50)	\$(66,559.50)	\$0.00	\$0.00	\$(66,559.50)	100.00%	\$0.00	\$0.00
<b>38</b>	<b>PCCO#003</b>								
38.1	703-000 Add for PR1-4: Footings Needed to Frost Line per Burgess Concrete PR1 RV1 dated October 24, 2022.	\$23,843.00	\$23,843.00	\$0.00	\$0.00	\$23,843.00	100.00%	\$0.00	\$0.00
38.2	731-001 Add for PR1-3: Entry Drive Revisions per James E Fulton & Sons PR1 dated October 11, 2022.	\$40,800.00	\$40,800.00	\$0.00	\$0.00	\$40,800.00	100.00%	\$0.00	\$0.00

**Continuation Sheet for a Design-Build Project**

38.3	731-001 Add for PR1-4: Footings Needed to Frost Line per James E Fulton & Sons PR1 dated October 11, 2022.	\$7,600.00	\$7,600.00	\$0.00	\$0.00	\$7,600.00	100.00%	\$0.00	\$0.00
38.4	731-001 Add for PR1-5: Miscellaneous Site Revisions per James E Fulton & Sons PR1 dated October 11, 2022.	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$0.00
38.5	732-007 Deduct for bond revisions per Landscaping PLUS revised proposal dated September 20, 2022.	\$(1,375.00)	\$(1,375.00)	\$0.00	\$0.00	\$(1,375.00)	100.00%	\$0.00	\$0.00
38.6	701-004 Add for 4% Design-Builder fee.	\$2,954.72	\$2,954.72	\$0.00	\$0.00	\$2,954.72	100.00%	\$0.00	\$0.00
38.7	701-000 Bond premium adjustment for Change Order 003.	\$432.51	\$432.51	\$0.00	\$0.00	\$432.51	100.00%	\$0.00	\$0.00
38.8	731-003 Winter conditions/soils allowance adjustment for Change Order 003.	\$(32,920.36)	\$(32,920.36)	\$0.00	\$0.00	\$(32,920.36)	100.00%	\$0.00	\$0.00
38.9	701-002 Contingency adjustment for Change Order 003.	\$(44,334.87)	\$(44,334.87)	\$0.00	\$0.00	\$(44,334.87)	100.00%	\$0.00	\$0.00
<b>39</b>	<b>PCCO#002</b>								
39.1	704-000 Add for award of WC 04: Masonry work to Burggrave Masonry, Inc.	\$406,000.00	\$406,000.00	\$0.00	\$0.00	\$406,000.00	100.00%	\$0.00	\$0.00
39.2	707-004 Add for award of WC 07: Roofing and Sheet Metal work to Versatile Roofing Systems, Inc.	\$374,300.00	\$374,300.00	\$0.00	\$0.00	\$374,300.00	100.00%	\$0.00	\$0.00
39.3	709-000 Add for award of WC 09.1: Gypsum Board Assemblies, Acoustical work to Ritsema Associates.	\$563,297.00	\$563,297.00	\$0.00	\$0.00	\$563,297.00	100.00%	\$0.00	\$0.00
39.4	721-000 Add for award of WC 21: Fire Suppression work to Blaze Fire Protection, Inc.	\$91,400.00	\$91,400.00	\$0.00	\$0.00	\$91,400.00	100.00%	\$0.00	\$0.00
39.5	704-000 Adjustment for WC 04 Ex. A.1 plug number.	\$(250,000.00)	\$(250,000.00)	\$0.00	\$0.00	\$(250,000.00)	100.00%	\$0.00	\$0.00
39.6	707-004 Adjustment for WC 07 Ex. A.1 plug number.	\$(488,100.00)	\$(488,100.00)	\$0.00	\$0.00	\$(488,100.00)	100.00%	\$0.00	\$0.00
39.7	709-000 Adjustment for WC 09.1 Ex. A.1 plug number.	\$(450,000.00)	\$(450,000.00)	\$0.00	\$0.00	\$(450,000.00)	100.00%	\$0.00	\$0.00
39.8	721-000 Adjustment for WC 21 Ex. A.1 plug number.	\$(78,300.00)	\$(78,300.00)	\$0.00	\$0.00	\$(78,300.00)	100.00%	\$0.00	\$0.00
39.9	731-000 Add for WC 30: Site Clearing Alternate #1 - clearing of small northern area to be performed by Integrity Tree Services.	\$1,592.62	\$1,592.62	\$0.00	\$0.00	\$1,592.62	100.00%	\$0.00	\$0.00
39.10	731-000 Add for WC 30: Site Clearing Alternate #2 - clearing of long southeastern area to be performed by Integrity Tree Service.	\$2,389.02	\$2,389.02	\$0.00	\$0.00	\$2,389.02	100.00%	\$0.00	\$0.00
39.11	701-010 Add for previously authorized portion of AE Design Fee not included on original Exhibit A.1.	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.00%	\$0.00	\$0.00
39.12	701-010 Add for Cost Savings AE Design Allowance.	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100.00%	\$0.00	\$0.00
39.13	731-003 Add for additional Unsuitable Soils/Winter Conditions Allowance.	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100.00%	\$0.00	\$0.00
39.14	700-013 Add for additional General Conditions.	\$2,900.00	\$2,900.00	\$0.00	\$0.00	\$2,900.00	100.00%	\$0.00	\$0.00
39.15	701-001 Add for additional General Requirements.	\$100.00	\$100.00	\$0.00	\$0.00	\$100.00	100.00%	\$0.00	\$0.00
39.16	701-004 Add for four percent (4%) Design-Builder fee.	\$7,083.00	\$7,083.00	\$0.00	\$0.00	\$7,083.00	100.00%	\$0.00	\$0.00
39.17	701-002 Add to contingency per adjusted Contract Sum.	\$8,900.00	\$8,900.00	\$0.00	\$0.00	\$8,900.00	100.00%	\$0.00	\$0.00
39.18	707-004 Add for Versatile Roofing 20-year weather-tight warranty for standing seam roof.	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.00%	\$0.00	\$0.00
<b>40</b>	<b>PCCO#CCD001</b>								

**Continuation Sheet for a Design-Build Project**

40.1	731-001 Site Excavation	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$0.00
40.2	701-002 Contingency	\$(2,000.00)	\$(2,000.00)	\$0.00	\$0.00	\$(2,000.00)	100.00%	\$0.00	\$0.00
<b>41</b>	<b>PCCO#008</b>								
41.1	707-004 Treated Nailers Along Internal Gutter (Versatile)	\$2,750.00	\$2,750.00	\$0.00	\$0.00	\$2,750.00	100.00%	\$0.00	\$0.00
41.2	722-000 PR3-11 by Gale Plumbing.	\$2,430.00	\$2,430.00	\$0.00	\$0.00	\$2,430.00	100.00%	\$0.00	\$0.00
41.3	723-002 PR4-13 by Mall City Mechanical.	\$4,100.87	\$4,100.87	\$0.00	\$0.00	\$4,100.87	100.00%	\$0.00	\$0.00
41.4	723-002 PR3-5 by Mall City Mechanical.	\$2,111.66	\$2,111.66	\$0.00	\$0.00	\$2,111.66	100.00%	\$0.00	\$0.00
41.5	723-002 PR3-6 by Mall City Mechanical.	\$2,346.67	\$2,346.67	\$0.00	\$0.00	\$2,346.67	100.00%	\$0.00	\$0.00
41.6	723-002 RFI CONST-054 by Mall City Mechanical.	\$6,309.66	\$6,309.66	\$0.00	\$0.00	\$6,309.66	100.00%	\$0.00	\$0.00
41.7	723-002 RFI CONST-043 by Mall City Mechanical.	\$2,021.97	\$2,021.97	\$0.00	\$0.00	\$2,021.97	100.00%	\$0.00	\$0.00
41.8	731-001 Watermain Stub-Out	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$2,500.00	100.00%	\$0.00	\$0.00
41.9	732-007 Irrigation System Repair	\$960.00	\$960.00	\$0.00	\$0.00	\$960.00	100.00%	\$0.00	\$0.00
41.10	701-004 General Contractor Fee	\$1,021.23	\$1,021.23	\$0.00	\$0.00	\$1,021.23	100.00%	\$0.00	\$0.00
41.11	701-002 Contingency	\$(26,552.06)	\$(26,552.06)	\$0.00	\$0.00	\$(26,552.06)	100.00%	\$0.00	\$0.00
<b>42</b>	<b>PCCO#009</b>								
42.1	701-010 Q Avenue A/E Design Fee	\$10,645.00	\$10,645.00	\$0.00	\$0.00	\$10,645.00	100.00%	\$0.00	\$0.00
42.2	701-008 Q Avenue Permit Fee	\$1,605.89	\$1,605.89	\$0.00	\$0.00	\$1,605.89	100.00%	\$0.00	\$0.00
42.3	731-001 Q Avenue Addition of Turn Lane	\$174,837.36	\$174,837.36	\$0.00	\$0.00	\$174,837.36	100.00%	\$0.00	\$0.00
42.4	700-013 Q Avenue General Conditions	\$11,289.20	\$11,289.20	\$0.00	\$0.00	\$11,289.20	100.00%	\$0.00	\$0.00
42.5	701-001 Q Avenue General Requirements	\$2,232.00	\$2,232.00	\$0.00	\$0.00	\$2,232.00	100.00%	\$0.00	\$0.00
42.6	701-004 Q Avenue Design-Builder Fee (4%)	\$7,598.58	\$7,598.58	\$0.00	\$0.00	\$7,598.58	100.00%	\$0.00	\$0.00
42.7	701-002 Q Avenue Contingency	\$28,494.67	\$28,494.67	\$0.00	\$0.00	\$28,494.67	100.00%	\$0.00	\$0.00
<b>43</b>	<b>PCCO#010</b>								
43.1	706-000 Interior Signage	\$7,967.90	\$7,967.90	\$0.00	\$0.00	\$7,967.90	100.00%	\$0.00	\$0.00
43.2	706-000 Beam Hanger Change	\$2,395.69	\$2,395.69	\$0.00	\$0.00	\$2,395.69	100.00%	\$0.00	\$0.00
43.3	706-000 PR3	\$(35,883.26)	\$(35,883.26)	\$0.00	\$0.00	\$(35,883.26)	100.00%	\$0.00	\$0.00
43.4	706-000 PR4	\$14,553.25	\$14,553.25	\$0.00	\$0.00	\$14,553.25	100.00%	\$0.00	\$0.00
43.5	706-000 T&M Framing	\$465.00	\$465.00	\$0.00	\$0.00	\$465.00	100.00%	\$0.00	\$0.00
43.6	706-000 Dormer Framing Change	\$4,321.10	\$4,321.10	\$0.00	\$0.00	\$4,321.10	100.00%	\$0.00	\$0.00
43.7	708-000 Sneezeguards	\$4,980.00	\$4,980.00	\$0.00	\$0.00	\$4,980.00	100.00%	\$0.00	\$0.00
43.8	723-002 Fin Tube Piping	\$5,230.32	\$5,230.32	\$0.00	\$0.00	\$5,230.32	100.00%	\$0.00	\$0.00
43.9	723-002 Gas Piping Scope	\$(19,795.00)	\$(19,795.00)	\$0.00	\$0.00	\$(19,795.00)	100.00%	\$0.00	\$0.00
43.10	723-002 Louvers	\$4,825.41	\$4,825.41	\$0.00	\$0.00	\$4,825.41	100.00%	\$0.00	\$0.00
43.11	723-002 Dampers	\$5,217.27	\$5,217.27	\$0.00	\$0.00	\$5,217.27	100.00%	\$0.00	\$0.00
43.12	700-013 General Conditions	\$1,200.00	\$1,200.00	\$0.00	\$0.00	\$1,200.00	100.00%	\$0.00	\$0.00

**Continuation Sheet for a Design-Build Project**

43.13	701-004 Design-Builder Fee (4%)	\$ (800.00)	\$ (800.00)	\$ 0.00	\$ 0.00	\$ (800.00)	100.00%	\$ 0.00	\$ 0.00
43.14	701-002 Contingency	\$ 5,322.32	\$ 5,322.32	\$ 0.00	\$ 0.00	\$ 5,322.32	100.00%	\$ 0.00	\$ 0.00
<b>44</b>	<b>PCCO#011</b>								
44.1	727-000 Communications Connectivity	\$ 16,712.98	\$ 16,712.98	\$ 0.00	\$ 0.00	\$ 16,712.98	100.00%	\$ 0.00	\$ 0.00
44.2	700-033 Consumers Energy	\$ 1,389.00	\$ 1,389.00	\$ 0.00	\$ 0.00	\$ 1,389.00	100.00%	\$ 0.00	\$ 0.00
44.3	700-013 General Conditions	\$ 500.00	\$ 500.00	\$ 0.00	\$ 0.00	\$ 500.00	100.00%	\$ 0.00	\$ 0.00
44.4	701-004 Design-Builder Fee (4%)	\$ 744.08	\$ 744.08	\$ 0.00	\$ 0.00	\$ 744.08	100.00%	\$ 0.00	\$ 0.00
44.5	701-002 Contingency	\$ (19,346.06)	\$ (19,346.06)	\$ 0.00	\$ 0.00	\$ (19,346.06)	100.00%	\$ 0.00	\$ 0.00
<b>45</b>	<b>PCCO#012</b>								
45.1	701-010 Procurement Fee	\$ 1,648.00	\$ 1,648.00	\$ 0.00	\$ 0.00	\$ 1,648.00	100.00%	\$ 0.00	\$ 0.00
45.2	701-010 Landscape Forms	\$ 14,015.00	\$ 14,015.00	\$ 0.00	\$ 0.00	\$ 14,015.00	100.00%	\$ 0.00	\$ 0.00
45.3	701-010 Corrigan Install	\$ 660.00	\$ 660.00	\$ 0.00	\$ 0.00	\$ 660.00	100.00%	\$ 0.00	\$ 0.00
45.4	700-013 Procurement Pricing/Overhead	\$ 2,472.00	\$ 2,472.00	\$ 0.00	\$ 0.00	\$ 2,472.00	100.00%	\$ 0.00	\$ 0.00
45.5	701-004 Procurement Fee	\$ 751.80	\$ 751.80	\$ 0.00	\$ 0.00	\$ 751.80	100.00%	\$ 0.00	\$ 0.00
45.6	701-010 Deduct Remaining Furniture Allowance	\$ (20,267.19)	\$ (20,267.19)	\$ 0.00	\$ 0.00	\$ (20,267.19)	100.00%	\$ 0.00	\$ 0.00
45.7	701-002 Credit to Contingency	\$ 720.39	\$ 720.39	\$ 0.00	\$ 0.00	\$ 720.39	100.00%	\$ 0.00	\$ 0.00
<b>46</b>	<b>PCCO#013</b>								
46.1	704-000 Brick Under Fascia	\$ 463.33	\$ 463.33	\$ 0.00	\$ 0.00	\$ 463.33	100.00%	\$ 0.00	\$ 0.00
46.2	704-000 Shelf Brick	\$ 968.20	\$ 968.20	\$ 0.00	\$ 0.00	\$ 968.20	100.00%	\$ 0.00	\$ 0.00
46.3	704-000 Column Bases	\$ 609.69	\$ 609.69	\$ 0.00	\$ 0.00	\$ 609.69	100.00%	\$ 0.00	\$ 0.00
46.4	705-002 Lintel Rework	\$ 450.00	\$ 450.00	\$ 0.00	\$ 0.00	\$ 450.00	100.00%	\$ 0.00	\$ 0.00
46.5	706-000 Signage Letters	\$ 1,700.00	\$ 1,700.00	\$ 0.00	\$ 0.00	\$ 1,700.00	100.00%	\$ 0.00	\$ 0.00
46.6	700-013 General Conditions	\$ 419.12	\$ 419.12	\$ 0.00	\$ 0.00	\$ 419.12	100.00%	\$ 0.00	\$ 0.00
46.7	701-004 Design-Builder Fee (4%)	\$ 167.65	\$ 167.65	\$ 0.00	\$ 0.00	\$ 167.65	100.00%	\$ 0.00	\$ 0.00
46.8	701-002 Contingency	\$ (4,777.99)	\$ (4,777.99)	\$ 0.00	\$ 0.00	\$ (4,777.99)	100.00%	\$ 0.00	\$ 0.00
<b>47</b>	<b>PCCO#014</b>								
47.1	732-007 Q Avenue Seeding	\$ 2,707.52	\$ 2,707.52	\$ 0.00	\$ 0.00	\$ 2,707.52	100.00%	\$ 0.00	\$ 0.00
47.2	732-007 Q Avenue Irrigation	\$ 1,365.00	\$ 1,365.00	\$ 0.00	\$ 0.00	\$ 1,365.00	100.00%	\$ 0.00	\$ 0.00
47.3	700-013 Q Avenue General Conditions	\$ 405.00	\$ 405.00	\$ 0.00	\$ 0.00	\$ 405.00	100.00%	\$ 0.00	\$ 0.00
47.4	701-004 Q Avenue Design-Builder Fee (4%)	\$ 162.90	\$ 162.90	\$ 0.00	\$ 0.00	\$ 162.90	100.00%	\$ 0.00	\$ 0.00
47.5	701-002 Q Avenue Contingency	\$ (4,640.42)	\$ (4,640.42)	\$ 0.00	\$ 0.00	\$ (4,640.42)	100.00%	\$ 0.00	\$ 0.00
47.6	703-000 Mechanical Pads	\$ 1,325.00	\$ 1,325.00	\$ 0.00	\$ 0.00	\$ 1,325.00	100.00%	\$ 0.00	\$ 0.00
47.7	706-000 Bulkhead	\$ 598.00	\$ 598.00	\$ 0.00	\$ 0.00	\$ 598.00	100.00%	\$ 0.00	\$ 0.00
47.8	723-002 Diffusers	\$ 851.93	\$ 851.93	\$ 0.00	\$ 0.00	\$ 851.93	100.00%	\$ 0.00	\$ 0.00
47.9	723-002 Control Valves	\$ 6,266.90	\$ 6,266.90	\$ 0.00	\$ 0.00	\$ 6,266.90	100.00%	\$ 0.00	\$ 0.00

**Continuation Sheet for a Design-Build Project**

47.10	707-004 Polyiso Facer	\$(1,342.00)	\$(1,342.00)	\$0.00	\$0.00	\$(1,342.00)	100.00%	\$0.00	\$0.00
47.11	700-013 General Conditions	\$770.00	\$770.00	\$0.00	\$0.00	\$770.00	100.00%	\$0.00	\$0.00
47.12	701-004 Design-Builder Fee (4%)	\$310.99	\$310.99	\$0.00	\$0.00	\$310.99	100.00%	\$0.00	\$0.00
47.13	701-002 Contingency	\$(8,780.82)	\$(8,780.82)	\$0.00	\$0.00	\$(8,780.82)	100.00%	\$0.00	\$0.00
<b>48</b>	<b>PCCO#015</b>								
48.1	704-000 Split Face Block Dumpster Enclosure	\$15,183.05	\$15,183.05	\$0.00	\$0.00	\$15,183.05	100.00%	\$0.00	\$0.00
48.2	704-000 Brick Sign Base	\$5,142.93	\$5,142.93	\$0.00	\$0.00	\$5,142.93	100.00%	\$0.00	\$0.00
48.3	706-000 Decorative Dumpster Enclosure	\$(55,242.00)	\$(55,242.00)	\$0.00	\$0.00	\$(55,242.00)	100.00%	\$0.00	\$0.00
48.4	706-000 Dumpster Enclosure Gates	\$11,752.00	\$11,752.00	\$0.00	\$0.00	\$11,752.00	100.00%	\$0.00	\$0.00
48.5	706-000 Dumpster Enclosure Bollards	\$1,077.00	\$1,077.00	\$0.00	\$0.00	\$1,077.00	100.00%	\$0.00	\$0.00
48.6	731-001 Dumpster Enclosure Concrete Pad	\$16,180.00	\$16,180.00	\$0.00	\$0.00	\$16,180.00	100.00%	\$0.00	\$0.00
48.7	701-002 Contingency	\$5,907.02	\$5,907.02	\$0.00	\$0.00	\$5,907.02	100.00%	\$0.00	\$0.00
<b>49</b>	<b>PCCO#016</b>								
49.1	726-000 Temporary AC Hookup	\$650.00	\$650.00	\$0.00	\$0.00	\$650.00	100.00%	\$0.00	\$0.00
49.2	726-000 Generator Rental	\$500.00	\$500.00	\$0.00	\$0.00	\$500.00	100.00%	\$0.00	\$0.00
49.3	700-033 Temporary AC Units	\$9,091.84	\$9,091.84	\$0.00	\$0.00	\$9,091.84	100.00%	\$0.00	\$0.00
49.4	700-013 General Conditions	\$800.00	\$800.00	\$0.00	\$0.00	\$800.00	100.00%	\$0.00	\$0.00
49.5	701-004 Design-Builder Fee (4%)	\$441.67	\$441.67	\$0.00	\$0.00	\$441.67	100.00%	\$0.00	\$0.00
49.6	731-003 Winter Conditions Allowance	\$(11,483.51)	\$(11,483.51)	\$0.00	\$0.00	\$(11,483.51)	100.00%	\$0.00	\$0.00
<b>50</b>	<b>PCCO#017</b>								
50.1	706-000 Office 124 Window Frame	\$2,012.17	\$2,012.17	\$0.00	\$0.00	\$2,012.17	100.00%	\$0.00	\$0.00
50.2	708-000 Office 124 Window Glazing	\$305.00	\$305.00	\$0.00	\$0.00	\$305.00	100.00%	\$0.00	\$0.00
50.3	700-013 General Conditions	\$120.00	\$120.00	\$0.00	\$0.00	\$120.00	100.00%	\$0.00	\$0.00
50.4	701-004 Design-Builder Fee (4%)	\$97.49	\$97.49	\$0.00	\$0.00	\$97.49	100.00%	\$0.00	\$0.00
50.5	701-002 Contingency	\$(2,534.66)	\$(2,534.66)	\$0.00	\$0.00	\$(2,534.66)	100.00%	\$0.00	\$0.00
<b>51</b>	<b>PCCO#018</b>								
51.1	706-000 Additional Insulation	\$2,874.00	\$2,874.00	\$0.00	\$0.00	\$2,874.00	100.00%	\$0.00	\$0.00
51.2	706-000 Bulkhead Framing	\$361.00	\$361.00	\$0.00	\$0.00	\$361.00	100.00%	\$0.00	\$0.00
51.3	707-004 Downspout	\$477.00	\$477.00	\$0.00	\$0.00	\$477.00	100.00%	\$0.00	\$0.00
51.4	721-000 Angled Ceiling	\$1,258.40	\$1,258.40	\$0.00	\$0.00	\$1,258.40	100.00%	\$0.00	\$0.00
51.5	721-000 PR7-2	\$1,776.79	\$1,776.79	\$0.00	\$0.00	\$1,776.79	100.00%	\$0.00	\$0.00
51.6	726-000 Lighted Bollard	\$(1,410.00)	\$(1,410.00)	\$0.00	\$0.00	\$(1,410.00)	100.00%	\$0.00	\$0.00
51.7	728-002 Foyer Digital Signage	\$2,665.14	\$2,665.14	\$0.00	\$0.00	\$2,665.14	100.00%	\$0.00	\$0.00
51.8	732-007 Irrigation Repairs	\$381.00	\$381.00	\$0.00	\$0.00	\$381.00	100.00%	\$0.00	\$0.00
51.9	700-013 General Conditions	\$800.00	\$800.00	\$0.00	\$0.00	\$800.00	100.00%	\$0.00	\$0.00

**Continuation Sheet for a Design-Build Project**

51.10	701-004 Design-Builder Fee (4%)	\$367.33	\$367.33	\$0.00	\$0.00	\$367.33	100.00%	\$0.00	\$0.00
51.11	701-002 Contingency	\$(9,550.66)	\$(9,550.66)	\$0.00	\$0.00	\$(9,550.66)	100.00%	\$0.00	\$0.00
<b>52</b>	<b>PCCO#019</b>								
52.1	707-004 Fascia Trim	\$3,520.00	\$3,520.00	\$0.00	\$0.00	\$3,520.00	100.00%	\$0.00	\$0.00
52.2	709-000 Vault 117 Ceiling	\$2,036.00	\$2,036.00	\$0.00	\$0.00	\$2,036.00	100.00%	\$0.00	\$0.00
52.3	709-003 Office 124 Window	\$116.00	\$116.00	\$0.00	\$0.00	\$116.00	100.00%	\$0.00	\$0.00
52.4	728-002 Assistive Listening	\$1,873.08	\$1,873.08	\$0.00	\$0.00	\$1,873.08	100.00%	\$0.00	\$0.00
52.5	700-013 General Conditions	\$750.00	\$750.00	\$0.00	\$0.00	\$750.00	100.00%	\$0.00	\$0.00
52.6	701-004 Design-Builder Fee (4%)	\$331.80	\$331.80	\$0.00	\$0.00	\$331.80	100.00%	\$0.00	\$0.00
52.7	701-002 Contingency	\$(8,626.88)	\$(8,626.88)	\$0.00	\$0.00	\$(8,626.88)	100.00%	\$0.00	\$0.00
<b>53</b>	<b>PCCO#020</b>								
53.1	706-000 CCD 012	\$3,550.95	\$3,550.95	\$0.00	\$0.00	\$3,550.95	100.00%	\$0.00	\$0.00
53.2	706-000 CCD 013	\$1,165.00	\$1,165.00	\$0.00	\$0.00	\$1,165.00	100.00%	\$0.00	\$0.00
53.3	706-000 Toilet Accessories	\$594.00	\$594.00	\$0.00	\$0.00	\$594.00	100.00%	\$0.00	\$0.00
53.4	709-000 Vault 117 Ceiling	\$(38.00)	\$(38.00)	\$0.00	\$0.00	\$(38.00)	100.00%	\$0.00	\$0.00
53.5	709-000 EIFS	\$6,064.00	\$6,064.00	\$0.00	\$0.00	\$6,064.00	100.00%	\$0.00	\$0.00
53.6	709-003 PR3	\$(1,280.00)	\$(1,280.00)	\$0.00	\$0.00	\$(1,280.00)	100.00%	\$0.00	\$0.00
53.7	723-002 PR7	\$932.66	\$932.66	\$0.00	\$0.00	\$932.66	100.00%	\$0.00	\$0.00
53.8	726-000 Misc Electrical	\$(1,477.25)	\$(1,477.25)	\$0.00	\$0.00	\$(1,477.25)	100.00%	\$0.00	\$0.00
53.9	700-033 Temporary AC Units	\$8,370.82	\$8,370.82	\$0.00	\$0.00	\$8,370.82	100.00%	\$0.00	\$0.00
53.10	700-013 General Conditions	\$900.00	\$900.00	\$0.00	\$0.00	\$900.00	100.00%	\$0.00	\$0.00
53.11	701-004 Design-Builder Fee (4%)	\$751.29	\$751.29	\$0.00	\$0.00	\$751.29	100.00%	\$0.00	\$0.00
53.12	731-003 Winter Conditions Allowance	\$(9,113.90)	\$(9,113.90)	\$0.00	\$0.00	\$(9,113.90)	100.00%	\$0.00	\$0.00
53.13	701-002 Contingency	\$(10,419.57)	\$(10,419.57)	\$0.00	\$0.00	\$(10,419.57)	100.00%	\$0.00	\$0.00
<b>54</b>	<b>PCCO#021</b>								
54.1	700-019 Materials Testing	\$119.90	\$119.90	\$0.00	\$0.00	\$119.90	100.00%	\$0.00	\$0.00
54.2	706-000 Visual Display Boards	\$3,183.00	\$3,183.00	\$0.00	\$0.00	\$3,183.00	100.00%	\$0.00	\$0.00
54.3	700-013 General Conditions	\$250.00	\$250.00	\$0.00	\$0.00	\$250.00	100.00%	\$0.00	\$0.00
54.4	701-004 Design-Builder Fee (4%)	\$142.12	\$142.12	\$0.00	\$0.00	\$142.12	100.00%	\$0.00	\$0.00
54.5	701-002 Contingency	\$(3,695.02)	\$(3,695.02)	\$0.00	\$0.00	\$(3,695.02)	100.00%	\$0.00	\$0.00
<b>55</b>	<b>PCCO#022</b>								
55.1	704-000 Brick Sign Base Labor	\$(3,892.93)	\$(3,892.93)	\$0.00	\$0.00	\$(3,892.93)	100.00%	\$0.00	\$0.00
55.2	709-000 Drywall Bulkheads	\$6,899.00	\$6,899.00	\$0.00	\$0.00	\$6,899.00	100.00%	\$0.00	\$0.00
55.3	700-013 General Conditions	\$220.00	\$220.00	\$0.00	\$0.00	\$220.00	100.00%	\$0.00	\$0.00
55.4	701-004 Design-Builder Fee (4%)	\$129.04	\$129.04	\$0.00	\$0.00	\$129.04	100.00%	\$0.00	\$0.00

**Continuation Sheet for a Design-Build Project**

55.5	701-002 Contingency	\$ (3,355.11)	\$ (3,355.11)	\$ 0.00	\$ 0.00	\$ (3,355.11)	100.00%	\$ 0.00	\$ 0.00
<b>56</b>	<b>PCCO#023</b>								
56.1	700-019 Materials Testing	\$ 3,823.75	\$ 3,823.75	\$ 0.00	\$ 0.00	\$ 3,823.75	100.00%	\$ 0.00	\$ 0.00
56.2	700-033 Temporary AC Units	\$ 3,291.97	\$ 3,291.97	\$ 0.00	\$ 0.00	\$ 3,291.97	100.00%	\$ 0.00	\$ 0.00
56.3	706-000 Misc. T&M	\$ 786.00	\$ 786.00	\$ 0.00	\$ 0.00	\$ 786.00	100.00%	\$ 0.00	\$ 0.00
56.4	706-000 Display Case	\$ (1,481.00)	\$ (1,481.00)	\$ 0.00	\$ 0.00	\$ (1,481.00)	100.00%	\$ 0.00	\$ 0.00
56.5	709-000 Drop Ceiling	\$ 687.00	\$ 687.00	\$ 0.00	\$ 0.00	\$ 687.00	100.00%	\$ 0.00	\$ 0.00
56.6	732-007 Alternate No. 3	\$ 21,524.00	\$ 21,524.00	\$ 0.00	\$ 0.00	\$ 21,524.00	100.00%	\$ 0.00	\$ 0.00
56.7	700-013 General Conditions	\$ 800.00	\$ 800.00	\$ 0.00	\$ 0.00	\$ 800.00	100.00%	\$ 0.00	\$ 0.00
56.8	701-004 Design-Builder Fee (4%)	\$ 1,177.27	\$ 1,177.27	\$ 0.00	\$ 0.00	\$ 1,177.27	100.00%	\$ 0.00	\$ 0.00
56.9	731-003 Winter Conditions Allowance	\$ (3,527.65)	\$ (3,527.65)	\$ 0.00	\$ 0.00	\$ (3,527.65)	100.00%	\$ 0.00	\$ 0.00
56.10	701-002 Contingency	\$ (27,081.34)	\$ (27,081.34)	\$ 0.00	\$ 0.00	\$ (27,081.34)	100.00%	\$ 0.00	\$ 0.00
<b>57</b>	<b>PCCO#024</b>								
57.1	701-002 Q Ave Testing Credit	\$ 2,895.00	\$ 2,895.00	\$ 0.00	\$ 0.00	\$ 2,895.00	100.00%	\$ 0.00	\$ 0.00
57.2	701-002 Q Ave Testing Deduct	\$ (2,895.00)	\$ (2,895.00)	\$ 0.00	\$ 0.00	\$ (2,895.00)	100.00%	\$ 0.00	\$ 0.00
57.3	701-002 Q Avenue Contingency Return	\$ (20,959.25)	\$ (20,959.25)	\$ 0.00	\$ 0.00	\$ (20,959.25)	100.00%	\$ 0.00	\$ 0.00
<b>58</b>	<b>PCCO#025</b>								
58.1	700-019 Materials Testing	\$ 2,461.25	\$ 2,461.25	\$ 0.00	\$ 0.00	\$ 2,461.25	100.00%	\$ 0.00	\$ 0.00
58.2	701-002 Contingency	\$ (2,461.25)	\$ (2,461.25)	\$ 0.00	\$ 0.00	\$ (2,461.25)	100.00%	\$ 0.00	\$ 0.00
<b>59</b>	<b>PCCO#026</b>								
59.1	728-002 Board Room Extras	\$ 8,619.41	\$ 8,619.41	\$ 0.00	\$ 0.00	\$ 8,619.41	100.00%	\$ 0.00	\$ 0.00
59.2	721-000 Sprinkler Heads	\$ 1,213.26	\$ 1,213.26	\$ 0.00	\$ 0.00	\$ 1,213.26	100.00%	\$ 0.00	\$ 0.00
59.3	706-000 Signage	\$ 435.07	\$ 435.07	\$ 0.00	\$ 0.00	\$ 435.07	100.00%	\$ 0.00	\$ 0.00
59.4	700-013 General Conditions	\$ 950.00	\$ 950.00	\$ 0.00	\$ 0.00	\$ 950.00	100.00%	\$ 0.00	\$ 0.00
59.5	701-004 Design-Builder Fee (4%)	\$ 448.71	\$ 448.71	\$ 0.00	\$ 0.00	\$ 448.71	100.00%	\$ 0.00	\$ 0.00
59.6	701-002 Contingency	\$ (11,666.45)	\$ (11,666.45)	\$ 0.00	\$ 0.00	\$ (11,666.45)	100.00%	\$ 0.00	\$ 0.00
<b>60</b>	<b>PCCO#027</b>								
60.1	708-000 Brick Replacement	\$ 525.33	\$ 525.33	\$ 0.00	\$ 0.00	\$ 525.33	100.00%	\$ 0.00	\$ 0.00
60.2	706-000 Conduit Chase	\$ 852.15	\$ 852.15	\$ 0.00	\$ 0.00	\$ 852.15	100.00%	\$ 0.00	\$ 0.00
60.3	706-000 Miscellaneous T&M	\$ 1,960.22	\$ 1,960.22	\$ 0.00	\$ 0.00	\$ 1,960.22	100.00%	\$ 0.00	\$ 0.00
60.4	706-000 Extra Keys	\$ 348.46	\$ 348.46	\$ 0.00	\$ 0.00	\$ 348.46	100.00%	\$ 0.00	\$ 0.00
60.5	708-000 Sneeze Guards	\$ 3,346.72	\$ 3,346.72	\$ 0.00	\$ 0.00	\$ 3,346.72	100.00%	\$ 0.00	\$ 0.00
60.6	709-003 Prime/Paint Brake Metal	\$ 581.00	\$ 581.00	\$ 0.00	\$ 0.00	\$ 581.00	100.00%	\$ 0.00	\$ 0.00
60.7	709-003 Caulk Brake Metal	\$ 540.00	\$ 540.00	\$ 0.00	\$ 0.00	\$ 540.00	100.00%	\$ 0.00	\$ 0.00
60.8	723-002 Wall Insulation	\$ 403.24	\$ 403.24	\$ 0.00	\$ 0.00	\$ 403.24	100.00%	\$ 0.00	\$ 0.00

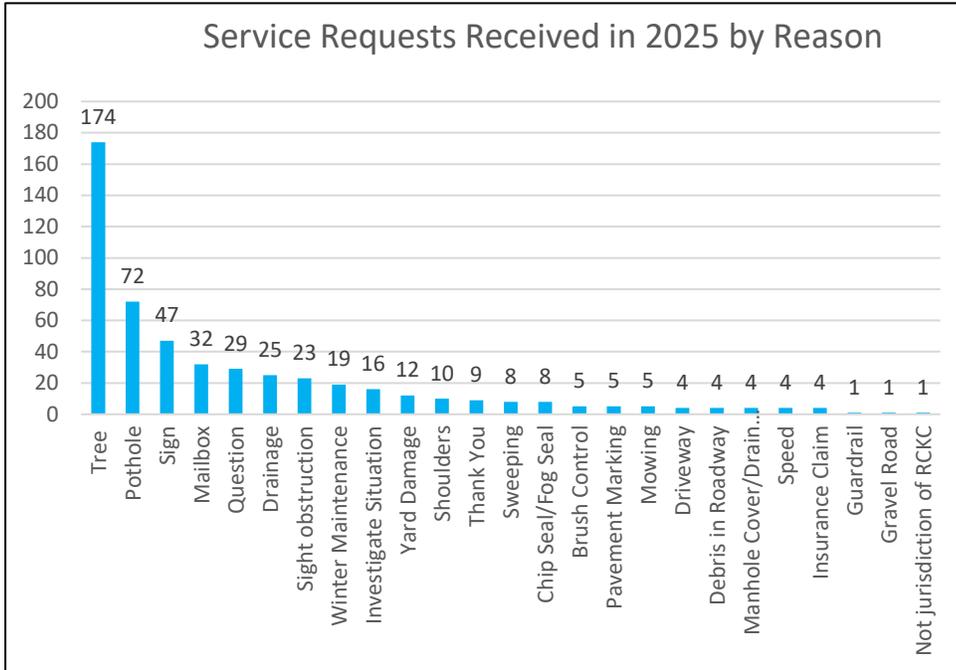
**Continuation Sheet for a Design-Build Project**

60.9	731-001 Leach Basin Castings	\$1,375.00	\$1,375.00	\$0.00	\$0.00	\$1,375.00	100.00%	\$0.00	\$0.00
60.10	800-001 S-10 File Cabinet	\$1,080.93	\$1,080.93	\$0.00	\$0.00	\$1,080.93	100.00%	\$0.00	\$0.00
60.11	701-004 Patio Furniture	\$(17,405.20)	\$(17,405.20)	\$0.00	\$0.00	\$(17,405.20)	100.00%	\$0.00	\$0.00
60.12	700-013 General Conditions	\$900.00	\$900.00	\$0.00	\$0.00	\$900.00	100.00%	\$0.00	\$0.00
60.13	701-002 Contingency	\$5,492.15	\$5,492.15	\$0.00	\$0.00	\$5,492.15	100.00%	\$0.00	\$0.00
<b>61</b>	<b>PCCO#029</b>								
61.1	731-000 AE Site Surveying	\$(3,340.25)	\$(3,340.25)	\$0.00	\$0.00	\$(3,340.25)	100.00%	\$0.00	\$0.00
61.2	701-010 VE Design Allowance	\$(11,900.00)	\$(11,900.00)	\$0.00	\$0.00	\$(11,900.00)	100.00%	\$0.00	\$0.00
61.3	701-016 AE Design Reimbursables	\$(6,495.46)	\$(6,495.46)	\$0.00	\$0.00	\$(6,495.46)	100.00%	\$0.00	\$0.00
61.4	700-019 Material Testing	\$(2,822.50)	\$(2,822.50)	\$0.00	\$0.00	\$(2,822.50)	100.00%	\$0.00	\$0.00
61.5	700-025 Field Office	\$5,520.29	\$5,520.29	\$0.00	\$0.00	\$5,520.29	100.00%	\$0.00	\$0.00
61.6	709-000 Reglets	\$195.00	\$195.00	\$0.00	\$0.00	\$195.00	100.00%	\$0.00	\$0.00
61.7	726-000 Mini Fridge Power	\$217.00	\$217.00	\$0.00	\$0.00	\$217.00	100.00%	\$0.00	\$0.00
61.8	726-000 Shade Controls	\$3,397.00	\$3,397.00	\$0.00	\$0.00	\$3,397.00	100.00%	\$0.00	\$0.00
61.9	726-000 CCD 026	\$107.00	\$107.00	\$0.00	\$0.00	\$107.00	100.00%	\$0.00	\$0.00
61.10	726-000 CCD 031	\$12,896.76	\$12,896.76	\$0.00	\$0.00	\$12,896.76	100.00%	\$0.00	\$0.00
61.11	726-000 CCD 032	\$155.00	\$155.00	\$0.00	\$0.00	\$155.00	100.00%	\$0.00	\$0.00
61.12	726-000 Floor Boxes	\$1,353.00	\$1,353.00	\$0.00	\$0.00	\$1,353.00	100.00%	\$0.00	\$0.00
61.13	726-000 Soap Dispensers	\$2,265.00	\$2,265.00	\$0.00	\$0.00	\$2,265.00	100.00%	\$0.00	\$0.00
61.14	726-000 Bathroom Fixtures	\$976.32	\$976.32	\$0.00	\$0.00	\$976.32	100.00%	\$0.00	\$0.00
61.15	700-013 General Conditions	\$1,800.00	\$1,800.00	\$0.00	\$0.00	\$1,800.00	100.00%	\$0.00	\$0.00
61.16	701-004 Design-Builder Fee (4%)	\$1,042.39	\$1,042.39	\$0.00	\$0.00	\$1,042.39	100.00%	\$0.00	\$0.00
61.17	701-002 Contingency	\$(5,366.55)	\$(5,366.55)	\$0.00	\$0.00	\$(5,366.55)	100.00%	\$0.00	\$0.00
<b>62</b>	<b>PCCO#028</b>								
62.1	800-001 Furniture Revisions	\$16,673.21	\$16,673.21	\$0.00	\$0.00	\$16,673.21	100.00%	\$0.00	\$0.00
62.2	701-002 Contingency	\$(16,673.21)	\$(16,673.21)	\$0.00	\$0.00	\$(16,673.21)	100.00%	\$0.00	\$0.00
<b>63</b>	<b>PCCO#030</b>								
63.1	706-000 CCD 028	\$303.88	\$303.88	\$0.00	\$0.00	\$303.88	100.00%	\$0.00	\$0.00
63.2	706-000 Sealants	\$200.55	\$200.55	\$0.00	\$0.00	\$200.55	100.00%	\$0.00	\$0.00
63.3	709-000 CCD 021	\$403.17	\$403.17	\$0.00	\$0.00	\$403.17	100.00%	\$0.00	\$0.00
63.4	800-001 Freight	\$(141.95)	\$(141.95)	\$0.00	\$0.00	\$(141.95)	100.00%	\$0.00	\$0.00
63.5	732-007 Landscaping	\$(501.00)	\$(501.00)	\$0.00	\$0.00	\$(501.00)	100.00%	\$0.00	\$0.00
63.6	700-000 General Conditions	\$200.00	\$200.00	\$0.00	\$0.00	\$200.00	100.00%	\$0.00	\$0.00
63.7	701-002 Contingency	\$(464.65)	\$(464.65)	\$0.00	\$0.00	\$(464.65)	100.00%	\$0.00	\$0.00
63.8	731-003 Winter Conditions/Unsuitable Soils	\$(12,432.71)	\$(12,432.71)	\$0.00	\$0.00	\$(12,432.71)	100.00%	\$0.00	\$0.00

**Continuation Sheet for a Design-Build Project**

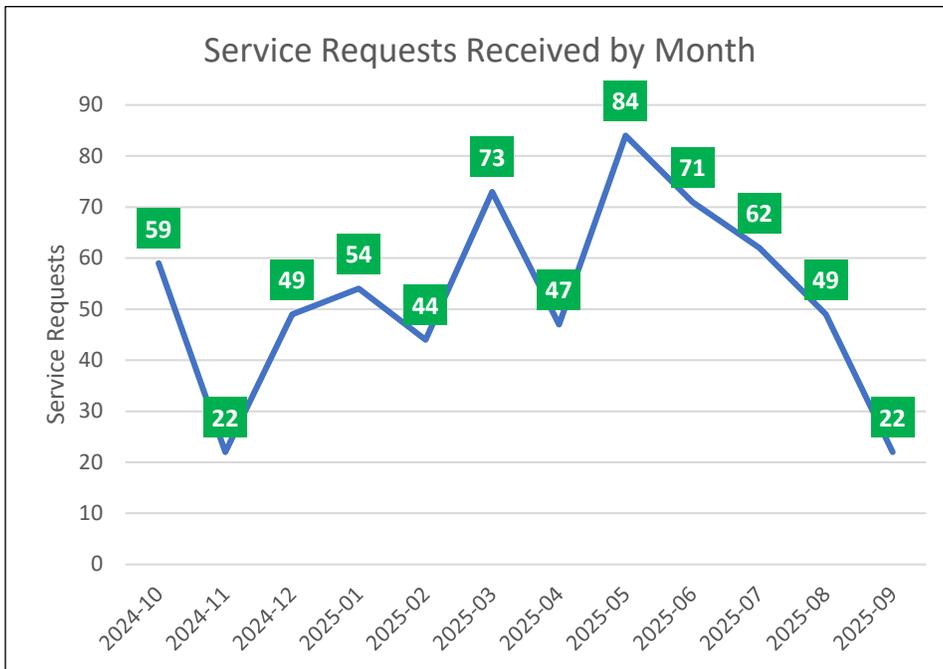
<b>64</b>	<b>PCCO#031</b>								
64.1	708-000 Window Film	\$4,116.40	\$4,116.40	\$0.00	\$0.00	\$4,116.40	100.00%	\$0.00	\$0.00
64.2	700-000 General Conditions	\$624.98	\$624.98	\$0.00	\$0.00	\$624.98	100.00%	\$0.00	\$0.00
64.3	701-004 Design-Builder Fee (4%)	\$189.66	\$189.66	\$0.00	\$0.00	\$189.66	100.00%	\$0.00	\$0.00
64.4	701-002 Contingency	\$(66,217.55)	\$(66,217.55)	\$0.00	\$0.00	\$(66,217.55)	100.00%	\$0.00	\$0.00
<b>65</b>	<b>PCCO#032</b>								
65.1	700-021 Final Cleaning Allowance	\$(921.01)	\$(921.01)	\$0.00	\$0.00	\$(921.01)	100.00%	\$0.00	\$0.00
65.2	732-000 Site Furnishings Allowance	\$(10,000.00)	\$(10,000.00)	\$0.00	\$0.00	\$(10,000.00)	100.00%	\$0.00	\$0.00
<b>66</b>	<b>PCCO#034</b>								
66.1	732-007 Landscaping	\$2,260.63	\$0.00	\$2,260.63	\$0.00	\$2,260.63	100.00%	\$0.00	\$0.00
<b>67</b>	<b>PCCO#035</b>								
67.1	706-000 EPS Security	\$(128.40)	\$0.00	\$(128.40)	\$0.00	\$(128.40)	100.00%	\$0.00	\$0.00
67.2	701-010 EPS Security	\$(64.20)	\$0.00	\$(64.20)	\$0.00	\$(64.20)	100.00%	\$0.00	\$0.00
	<b>GRAND TOTAL:</b>	<b>\$8,829,049.61</b>	<b>\$8,826,981.58</b>	<b>\$2,068.03</b>	<b>\$0.00</b>	<b>\$8,829,049.61</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>

# Texas



## Top Reported Roads

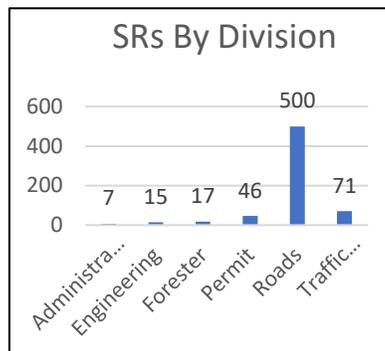
12th Street	46
Q Avenue	38
4th Street	36
6th Street	25
8th Street	24
10th Street	22
R Avenue	22
PQ Avenue	20
S Avenue	19
O Avenue	19
Vankal Street	17
Texas Drive	16
ON Avenue	15
P Avenue	11
3rd Street	10
Swallow Avenue	9
9th Street	8
N Avenue	8
Crooked Lake Drive	8
Paw Paw Lake Drive	8
2nd Street	8
Bentwood Trail	4
Stoney Brook Road	4
Farmington Avenue	4
1st Street	4
Oak Hill Drive	4
Glade Trail	4
Finnagen Street	3
Aquaview Drive	3
Interlochen Street	3
Dorlen Street	3
Telluride Drive	3
Rocky Mountain Street	3
Stapleton Drive	3
RS Avenue	3
Torrey Pines Drive	3
Misty Creek Drive	3
Stadium Drive	3
Hickory Hill Lane	3
Brighten Trail	2
OP Avenue	2
5th Street	2
...57 additional roads	
<b>Grand Total</b>	<b>522</b>



## Days-to-Close (DTC) Service

Requests in last 12 months by Goal

DTC Goal	Average DTC
20	16
40	19
90	24
<b>Grand Total</b>	<b>20</b>





## BOARD AGENDA ITEM

**BOARD MEETING DATE:** December 22, 2025

**DEPARTMENT/COMMITTEE:** Administration

**SUBJECT:** Committee Nominations

**SPECIFIC ACTION REQUESTED:** **Approve**

**TIME FRAME:** December 2025

**FUNDING SOURCE:** Administration

**IS THIS A BUDGETED ITEM?** **Account #** (if known):

**NEW OR RENEWAL?** New

**OTHER PERTINENT INFORMATION:** Two seats on the Planning Commission expire 12/31/25. Per information emailed to the board and included in the packet, the Supervisor convened an interview committee to review applications and interview applicants. Final recommendations are Mike Mair and Jason Machnik.

**Mike Mair** is a licensed Professional Engineer and LEED Accredited Professional with a Bachelor of Science in Civil Engineering from the University of Michigan and an MBA in Finance from Western Michigan University. His multidisciplinary background spans engineering, finance, real estate, and sustainable development. Mike began his career in Michigan, managing major projects such as the Skyrise Building and WMU's Seelye Indoor Athletic Facility, before advancing to executive leadership roles in commercial real estate development. As Executive Vice President at Skanska in Houston, he led large-scale Class A office developments totaling over one million square feet and obtained LEED certification, which emphasizes green and sustainable design. In addition to his professional achievements, Mike has served extensively in public roles, including planning and zoning boards and parks and trails initiatives. He currently serves on the Zoning Board of Appeals and the Kalamazoo Pickleball Association and he served on the township's planning commission prior to his move to Texas.

### For Board Use Only:

This requires **voice vote:** Yes No

This requires **roll-call vote:** Yes No

Beutel\_\_\_\_\_ Boven\_\_\_\_\_ Hammon\_\_\_\_\_ Koop\_\_\_\_\_ Meinema\_\_\_\_\_ O'Neill\_\_\_\_\_ O'Rourke\_\_\_\_\_

**A summary of committee comments** for Mike are as follows:

The committee highly recommends Mike Mair for the planning commission, recognizing him as an exceptional candidate with deep experience, strategic foresight, and a calm, thoughtful approach. His ability to consider both immediate community needs and long-term impacts—spanning 20 to 30 years—combined with his expertise in residential and commercial development, training and experience in sustainability, and awareness of emerging trends, makes him an invaluable asset. Overlooking his candidacy would be a significant disservice to the township and its future.

**Jason Machnik** is a Texas Township native and co-founder of Herbert Machnik Law Firm, where he leads the Litigation and Real Property Teams. A cum laude graduate of Thomas M. Cooley Law School with a Certificate of Merit in Property Law, Jason also holds a BBA in Marketing from WMU and is a certified mediator. His legal career spans roles as a county prosecutor, judicial clerk, and partner in private practice, giving him extensive experience in litigation, real estate, business, employment, and trademark matters. As a certified mediator, he combines practical business insight with legal expertise to deliver client-focused solutions. He has extensive volunteer experience including the Boys and Girls Clubs.

**A summary of committee comments** for Jason are as follows:

The committee strongly recommends Jason for the planning commission, citing his exceptional depth of knowledge and proven ability to navigate the commission’s duties, responsibilities, and long-term role in shaping the community. His responses during the interview demonstrated clarity and a forward-thinking perspective rooted in justice and transparency. Jason brings extensive legal experience, which equips him to address complex regulatory and procedural issues while ensuring fairness and accountability. His understanding of both present challenges and future considerations positions him as a strategic thinker who can help guide the township through evolving needs. Combined with his ability to listen attentively and communicate effectively, Jason offers a well-rounded skill set that will significantly enhance the commission’s capacity to serve the community.

Biographies for Mike and Jason are appended below.

**Sample Motion:**

*I move to accept the nominations for the Planning Commission as presented.*

**PERSON SUBMITTING:** Supervisor JoAnne O’Rourke

<b><u>For Board Use Only:</u></b>	
This requires <b>voice vote:</b> Yes    No	This requires <b>roll-call vote:</b> Yes    No
Beutel_____ Boven_____ Hammon_____ Koop_____ Meinema_____ O’Neill_____ O’Rourke_____	

## Michael Mair Biography

### Education

Michael Mair holds a Bachelor of Science degree from the University of Michigan and an MBA in Finance from Western Michigan University. He is a licensed Professional Engineer in the State of Michigan and a LEED Accredited Professional through the U.S. Green Building Council, with experience in sustainable and energy-efficient building systems. He also holds an Independent Real Estate Broker's license in Michigan, providing a multidisciplinary background in engineering, finance, real estate, and sustainable development.

### Career

Mr. Mair began his career in the construction industry with Miller-Davis Company, a Michigan-based construction firm, where he worked on construction projects and gained experience in field operations and project execution. He later joined The Hinman Company, where he advanced to Vice President and was responsible for oversight of a real estate portfolio that included office, retail, and multi-family housing properties. His responsibilities included project oversight, coordination with professional teams, and management of development and asset-related activities. During this period, he served as Project Manager for the Hinman Skyrise Building, a 21-story mixed-use development consisting of senior housing, luxury residential housing, and professional office space, and as Project Manager for the Seelye Indoor Athletic Facility at Western Michigan University.

Mr. Mair's career later took him to Houston, Texas, where he served as Executive Vice President with Skanska, a global construction and development company. In that role, he built and led a professional real estate development team and permitted and entitled large-scale development activities, including approximately one million square feet of Class A high-rise office development that was subsequently sold for a combined value exceeding \$800 million.

### Public Service

In addition to his professional career, Mr. Mair has served in public and advisory roles related to land use and development. He served on the City of Kalamazoo Building Board of Appeals and participated in the City's Brownfield Redevelopment program. He also served for approximately eight to nine years as a member of the Texas Township Planning Commission and currently serves on the Township Zoning Board of Appeals.

#### **For Board Use Only:**

This requires **voice vote:** Yes No

This requires **roll-call vote:** Yes No

Beutel\_\_\_\_\_ Boven\_\_\_\_\_ Hammon\_\_\_\_\_ Koop\_\_\_\_\_ Meinema\_\_\_\_\_ O'Neill\_\_\_\_\_ O'Rourke\_\_\_\_\_

## Jason Machnik Biography

As a leader of the firm's highly experienced Litigation and Real Property Teams, Jason uses his team's collective knowledge, experience, and expertise to protect clients from litigation and liability whenever possible. When litigation cannot be avoided, Jason takes a firm but practical approach to defending the client's interests to promote the best possible result for the client holistically, rather than focusing solely on the legal result. It takes the kind of real-world experience Jason acquired outside the practice of law to understand the difference, and truly do what is best for a client.

Jason is a Kalamazoo native, with an international upbringing. He was raised speaking English and Italian and later studied French and Japanese. Jason attended and graduated cum laude from the Thomas M. Cooley Law School, where he earned the Certificate of Merit in Property Law. Jason began his law career when he prosecuted his first jury trial in the spring of 2011. Thereafter, Jason went on to serve a county prosecutor, three circuit court judges, a large Kalamazoo law firm, and as a partner in a smaller firm before founding Herbert Machnik Law Firm together with his partner, Ben Herbert.

Throughout his business and legal careers Jason gained extensive experience handling the broad needs of his clients in practical areas as well as legal areas, such as Litigation, Real Estate, Employment, and Trademarks. Jason is also certified as a mediator. Now as the leader of legal teams, he and his teams are adaptable to the unique needs of each client and circumstance to provide the best solution for each client beyond what a single individual can provide.

### Practice Area

Real Estate, Litigation, Business & Commercial

### Education

- **Thomas M. Cooley Law School**, Grand Rapids, Michigan
  - J.D.
  - Honors: *cum laude*
  - Honors: Class Representative for the Student Bar Association
  - Honors: Chapter President of Phi Alpha Delta Law Fraternity
  - Honors: Certificate of Merit in Property Law

**Western Michigan University**, Kalamazoo, Michigan

- B.B.A. Major: Marketing

**Bar Admissions:** Michigan

**Certified Legal Specialties:** Certified Mediator

#### **For Board Use Only:**

This requires **voice vote**: Yes No                      This requires **roll-call vote**: Yes No

Beutel\_\_\_\_\_ Boven\_\_\_\_\_ Hammon\_\_\_\_\_ Koop\_\_\_\_\_ Meinema\_\_\_\_\_ O'Neill\_\_\_\_\_ O'Rourke\_\_\_\_\_



**EASEMENT AGREEMENT**  
**Parcel 09-23-101-053**

Praedium Properties LLC, a Michigan limited liability company, whose address is 9203 Highland View Drive, Kalamazoo, Michigan 49009 (the “Grantor”), and Charter Township of Texas, a Michigan municipal corporation, whose address is 7227 West Q Avenue, Kalamazoo, Michigan 49009 (the “Grantee”), agree as follows:

1. Grantor is the owner of the Property described on Exhibit A (“Property”) and Grantee wishes to construct certain Improvements (as defined below). Grantor also wishes to grant an easement to Grantee for such Improvements.
2. Grantor, for and in consideration of the sum of One Dollar (\$1.00), receipt of which is acknowledged, conveys, grants and releases to Grantee, its successors and assigns, a permanent and perpetual easement (“Permanent Easement”) in which to build, install, construct, inspect, operate, maintain, repair and replace public service and utilities, including water, sewer, electric, gas and fiber related improvements, and to install, construct, maintain and replace certain amenities such as streetlights, benches and similar items (the “Improvements”) over, under and through the following land situated in Texas Township, County of Kalamazoo, State of Michigan, described as:

**SEE ATTACHED EXHIBIT B**

(the “Easement Area”), together with the right of ingress and egress to, from and over those portions of the property that are immediately adjacent to the Easement Area to access the Easement Area. The Permanent Easement includes a temporary easement to grade in areas within the Easement Area and within 7 feet immediately adjacent to the Easement Area. The temporary grading easement expires upon completion of the Improvements.

3. This Easement Agreement is exempt from real estate transfer taxes under MCL §§ 207.505(a) and 207.526(a) because the value of the consideration is less than One Hundred and no/100 Dollars (\$100.00).
4. Grantee may remove pavement, fences, shrubs, trees or other surface or subsurface landscaping or improvements, if required, for its exercise of the easement rights. This conveyance includes a release of any and all claims to damages arising from or incidental to the exercise of any of the rights granted herein, except (i) that Grantee will, without cost to Grantor, restore the surface of the Property (including, without limitation, the Easement Area) to its original elevation

by filling and grading, and (ii) such release shall not apply to any claims for damages that arise from the gross negligence or intentional misconduct of Grantee. Grantee's restoration obligations shall include grading, seeding and repair of roadway, driveway, walkway and parking areas (paved and unpaved), fences and other landscaping improvements.

5. Grantor will not place, or permit to be placed, trees, major shrubbery, fences, buildings, or structures of any kind or nature upon, over or under the Permanent Easement without the prior written consent of Grantee, which consent will not be unreasonably withheld.

6. To the extent permitted by law, Grantor will defend and hold Grantee harmless from any and all claims, debts, causes of action or judgments for any damage to property and/or injury to any persons which may arise out of any construction within or use of the Easement Area by Grantor, its agents, employees, representatives, contractors, successors or assigns; provided, however, that Grantor is not obligated to defend and hold harmless to the extent that any claim, debt, cause of action and/or judgment arises out of the negligent or intentional acts or omissions of Grantee, its agents, employees, representatives, contractors, successors or assigns. To the extent permitted by law, Grantee will save and hold Grantor harmless from any and all claims, debts, causes of action or judgments for any damage to property and/or injury to any persons which may arise out of any construction within or use of the Easement Area and/or the Property by Grantee, its agents, employees, representatives, contractors, successors and assigns; provided, however, that Grantee is not obligated to save and hold harmless to the extent that any claim, debt, cause of action and/or judgment arises out of the negligent or intentional acts or omissions of Grantor, its agents, employees, representatives, contractors, successors or assigns.

7. If Grantor constructs any buildings or other structures, near or adjacent to the Permanent Easement, and because of the construction of such buildings and other structures, it should become necessary to structurally support, shore, brace or otherwise provide for the stability of such buildings, surface or subsurface structures so that Grantee may perform the work of constructing, maintaining, replacing and repairing the Improvements, Grantor will assume such expense for support, shoring and bracing; provided, however, that Grantee will consult with Grantor, its successors and assigns before performing the work with respect to alternative methods of construction, repair, improvement, maintenance or replacement. Grantor and Grantee will confer promptly and will avoid jeopardizing the health, welfare and safety of the public by unnecessary delays in consultation.

8. Grantor will not grant to others additional easement rights in the Easement Area without the prior written consent of Grantee, which consent will not be unreasonably withheld, delayed or conditioned.

This Easement Agreement is binding on and inures to the benefit of the parties and their heirs, representatives, successors and assigns. This Easement Agreement runs with the land.

(Signature Pages Follow)

Executed this 1<sup>st</sup> day of October, 2025.

GRANTOR:

Prædium Properties, LLC

By: [Signature]  
Print Name: KEES KLEPPE  
Its: MEMBER

STATE OF MICHIGAN )  
COUNTY OF Kalamazoo ) ss

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of October, 2025, by Kees Kleppe on behalf of Prædium Properties, LLC

[Signature]  
Print Name: Jill M. Quemada  
Notary Public Kalamazoo County, MI  
My commission expires: 01/01/2028  
Acting in Kalamazoo County

Jill M. Quemada  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF Kalamazoo  
My Commission Expires 01/01/2028  
Acting in the County of Kalamazoo



GRANTEE:

Charter Township of Texas,  
a Michigan municipal corporation

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

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

And by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ and by \_\_\_\_\_, as \_\_\_\_\_ of Charter Township of Texas, a Michigan municipal corporation.

Print Name: \_\_\_\_\_

Notary Public \_\_\_\_\_ County, MI

My commission expires: \_\_\_\_\_

Acting in \_\_\_\_\_ County

Prepared by/Return to:  
Scott H. Hogan  
Foster Swift Collins & Smith PC  
1700 East Beltline, N.E., Suite 200  
Grand Rapids, MI 49525-7044  
Telephone: (616) 726-2207

**GRANTEE:**

**Charter Township of Texas,  
a Michigan municipal corporation**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

And by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2025, by \_\_\_\_\_, as \_\_\_\_\_ and by \_\_\_\_\_, as \_\_\_\_\_ of  
Charter Township of Texas, a Michigan municipal corporation.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public \_\_\_\_\_ County, MI  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County

Prepared by/Return to:  
Scott H. Hogan  
Foster Swift Collins & Smith PC  
1700 East Beltline, N.E., Suite 200  
Grand Rapids, MI 49525-7044  
Telephone: (616) 726-2207

**EXHIBIT A**

**Description of Property**

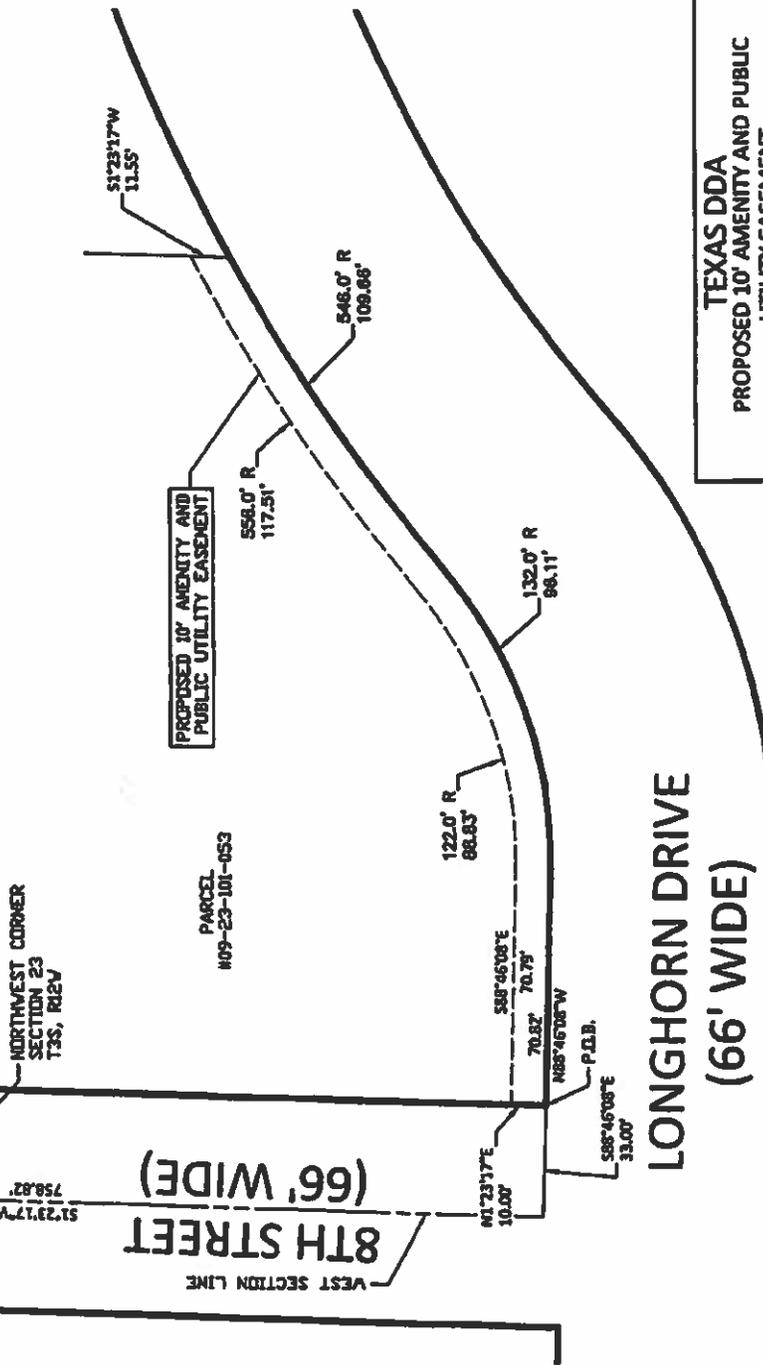
**EXHIBIT B**

**Easement Area**



SCALE 1" = 40'

**10' AMENITY AND PUBLIC UTILITY EASEMENT DESCRIPTION**  
 PART OF THE NORTHWEST 1/4 OF SECTION 23, T13S, R12W, TEXAS TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE S73°17'W ALONG THE WEST LINE OF SAID SECTION 758.82 FEET; THENCE S88°46'08"E 31.00 FEET TO THE EAST LINE OF 8TH STREET AND THE PLACE OF BEGINNING OF THE EASEMENT; THENCE N72°17'E 10.00 FEET ALONG SAID EAST LINE; THENCE S88°46'08"E 70.79 FEET; THENCE N07°27'05"E 117.20 FEET; THENCE N122.0 FOOT RADIUS CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS N55°34'05"E 117.20 FEET; THENCE S73°17'W 113.9 FEET; THENCE S122.0 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS S55°16'01"W 109.48 FEET; THENCE S122.0 FOOT RADIUS CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS S55°16'01"W 109.48 FEET; THENCE S73°17'W 109.48 FEET; THENCE S122.0 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS S70°22'20"E 94.30 FEET; THENCE N88°46'08"W 70.82 FEET TO THE PLACE OF BEGINNING. EASEMENT CONTAINING 0.06 ACRES




**Vriesman & Korhorn**  
 www.vkcsd.com  
 Texas DDA  
 PROPOSED 10' AMENITY AND PUBLIC UTILITY EASEMENT  
 9/3/2025  
 916  
 Bryan Center, LLC  
 (517) 377-3218  
 bryan@vkcsd.com  
 (517) 897-7120

*medium event*

**QUIT CLAIM DEED**  
(09-23-101-053)

**THE GRANTOR** Praedium Properties, LLC, a Michigan limited liability company,  
**WHOSE ADDRESS IS** 9203 Highland View Drive, Kalamazoo, Michigan 49009,  
**QUIT CLAIMS TO** Charter Township of Texas, a Michigan municipal corporation,  
**WHOSE ADDRESS IS** 7227 West Q Avenue, Kalamazoo, Michigan 49009,

the following described premises located in the Township of Texas, County of Kalamazoo, State of Michigan:

See attached Exhibit A

Together with all improvements, appurtenances, tenements and hereditaments thereto.

for the sum of: \$1.00.

The premises may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

The Grantor grants to the Grantee the right to make all divisions under section 108 of the land division act, Act No. 288 of the Public Acts of 1967.

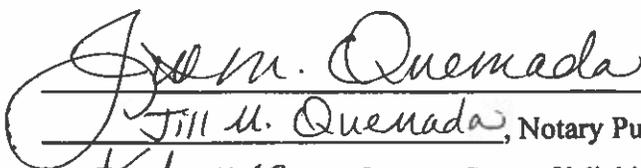
This transfer is exempt from all transfer taxes under MCL 207.505(a) and MCL 207.526(a) because the value of the consideration is less than \$100.00.

Dated this 1<sup>st</sup> day of OCTOBER, 2025.

By:   
Print Name: KEES KLEPPE  
Its: MEMBER

STATE OF MICHIGAN )  
COUNTY OF Kalamazoo ) ss.

On this 1<sup>st</sup> day of October, 2025, before me, a Notary Public, in and for said County, personally appeared the above-named Kees Kleppe and made oath that he/she has read the foregoing Quit Claim Deed by him/her signed and acknowledge(s) the same to be his/her free act and deed on behalf of Praedium Properties, LLC.

  
Jill M. Quemada, Notary Public  
Kalamazoo County, State of Michigan  
My Commission Expires: 01/01/2028

PREPARED BY/RETURN TO:  
Scott H. Hogan (P41921)  
FOSTER, SWIFT, COLLINS & SMITH, PC  
1700 E. Beltline Avenue NE, Suite 200  
Grand Rapids, MI 49525  
(616) 726-2200

Jill M. Quemada  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF Kalamazoo  
My Commission Expires 01/01/2028  
Acting in the County of Kalamazoo



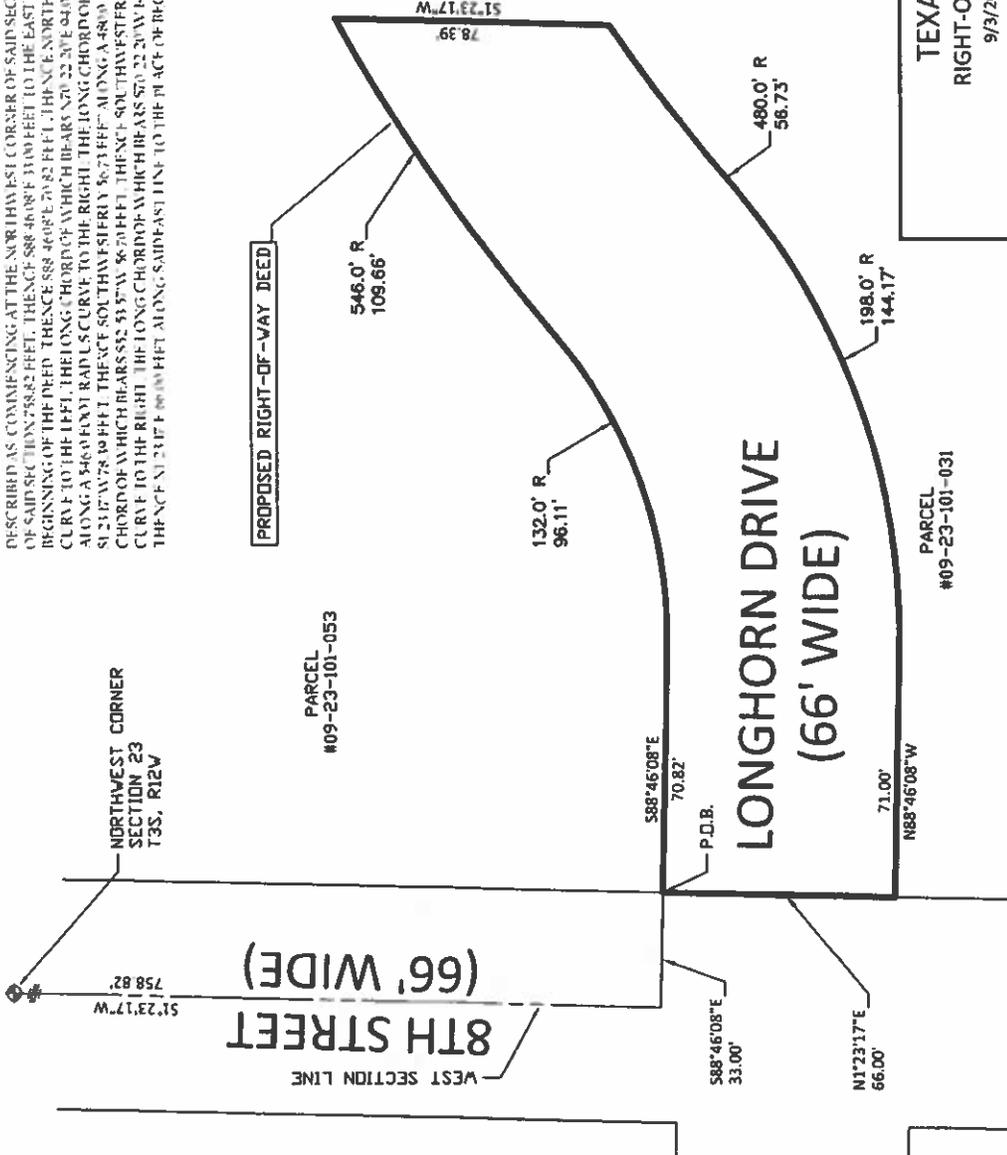


SCALE: 1" = 40'



**RIGHT-OF-WAY DEED DESCRIPTION**

PART OF THE NORTHWEST 1/4 OF SECTION 23, T35, R12W, TEXAS TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION, THENCE S1°23'17"W ALONG THE WEST LINE OF SAID SECTION 758.82 FEET, THENCE S88°46'08"E 33.00 FEET TO THE EAST LINE OF R116° STREET AND THE PLACE OF BEGINNING OF THE DEED, THENCE S88°46'08"E 70.82 FEET, THENCE NORTH EASTERLY 96.11 FEET ALONG A 132.0 FOOT RADIUS CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS N70°22'30"E 64.00 FEET, THENCE NORTHEASTERLY 109.66 FEET ALONG A 546.0 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS N55°16'01"E 309.48 FEET, THENCE S1°23'17"W 78.39 FEET, THENCE SOUTHWESTERLY 56.73 FEET ALONG A 480.0 FOOT RADIUS CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS S82°53'57"W 56.73 FEET, THENCE SOUTHWESTERLY 144.17 FEET ALONG A 198.0 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS S70°22'30"W 144.17 FEET, THENCE N88°46'08"W 71.00 FEET, THENCE N1°23'17"E 66.00 FEET ALONG SAID EAST LINE TO THE PLACE OF BEGINNING, THEREBY CONTAINING 0.42 ACRES.



WEST SECTION LINE  
8TH STREET  
(66' WIDE)

LONGHORN DRIVE  
(66' WIDE)

PROPOSED RIGHT-OF-WAY DEED

Byron Center, MI  
(616) 277-2185  
Kalamazoo, MI  
(269) 697-7120

**Vriesman & Korhorn**  
www.VTCord.com

**VK CIVIL**

TEXAS DDA  
RIGHT-OF-WAY DEED  
9/3/2025/2025  
916

PARCEL #09-23-101-031

**QUIT CLAIM DEED**

THE GRANTOR                    Praedium Properties LLC, a Michigan limited liabilities company,  
WHOSE ADDRESS IS            9203 Highland View Drive, Kalamazoo, Michigan 49009,  
QUIT CLAIMS TO              Road Commission of Kalamazoo County, a Michigan Road  
   Commission,  
WHOSE ADDRESS IS            4400 South 26<sup>th</sup> Street, Kalamazoo, Michigan 49048,

the following described premises located in the Township of Texas, County of Kalamazoo, State of Michigan:

See attached Exhibit A

Together with all improvements, appurtenances, tenements and hereditaments thereto.

for the sum of: \$1.00.

The premises may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

The Grantor grants to the Grantee the right to make all divisions under section 108 of the land division act, Act No. 288 of the Public Acts of 1967.

This transfer is exempt from all transfer taxes under MCL 207.505(a) and MCL 207.526(a) because the value of the consideration is less than \$100.00.

Dated this 1<sup>st</sup> day of October, 2025.

Praedium Properties LLC

By: [Signature]

Print Name: KEES KLEPPE

Its: MEMBER

STATE OF MICHIGAN )  
COUNTY OF Kalamazoo ) ss.

On this 1<sup>st</sup> day of October, 2025, before me, a Notary Public, in and for said County, personally appeared the above-named Kees Kleppe and made oath that he/she has read the foregoing Quit Claim Deed by him/her signed and acknowledge(s) the same to be his/her free act and deed.

[Signature]  
Jill M. Quemada, Notary Public  
Kalamazoo County, State of Michigan  
My Commission Expires: 01/01/2028

PREPARED BY/RETURN TO:  
Scott H. Hogan (P41921)  
FOSTER, SWIFT, COLLINS & SMITH, PC  
1700 E. Beltline Avenue NE, Suite 200  
Grand Rapids, MI 49525  
(616) 726-2200

Jill M. Quemada  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF Kalamazoo  
My Commission Expires 01/01/2028  
Acting in the County of Kalamazoo



# Exhibit A

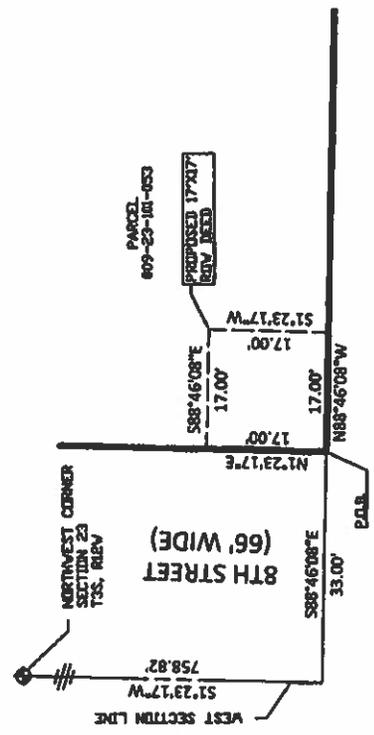


SCALE: 1" = 20'



### 17'x17' ROW DEED DESCRIPTION

PART OF THE NORTHWEST 1/4 OF SECTION 23, T3S, R13W, TEXAS TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE S1°23'17"W ALONG THE WEST LINE OF SAID SECTION 758.82 FEET; THENCE S88°46'08"E 33.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 8TH STREET AND THE PLACE OF BEGINNING OF THE BASEMENT; THENCE THENCE N1°23'17"E 17.00 FEET ALONG SAID EAST LINE; THENCE S88°46'08"E 17.00 FEET; THENCE S1°23'17"W 17.00 FEET; THENCE N88°46'08"W 17.00 FEET TO THE POINT OF BEGINNING. EASEMENT CONTAINING 0.01 ACRES



LONGHORN DRIVE  
(66' WIDE)



Vriesman & Korhorn

www.V&K.com

Spring Center, MI  
(616) 277-2115  
Kalamazoo, MI  
(269) 897-7130

TEXAS DDA  
17'x17' ROW DEED  
8/28/2025  
916

**EASEMENT AGREEMENT**  
**Parcel 09-23-101-053**

Praedium Properties LLC, a Michigan limited liability company, whose address is 9203 Highland View Drive, Kalamazoo, Michigan 49009 (the "**Grantor**"), and Charter Township of Texas, a Michigan municipal corporation, whose address is 7227 West Q Avenue, Kalamazoo, Michigan 49009 (the "**Grantee**"), agree as follows:

1. Grantor is the owner of the Property described on Exhibit A ("**Property**") and Grantee wishes to construct certain Improvements (as defined below). Grantor also wishes to grant an easement to Grantee for such Improvements.
2. Grantor, for and in consideration of the sum of One Dollar (\$1.00), receipt of which is acknowledged, conveys, grants and releases to Grantee, its successors and assigns, a permanent and perpetual easement ("**Permanent Easement**") in which to build, install, construct, inspect, operate, maintain, repair and replace public service and utilities, including water, sewer, electric, gas and fiber related improvements, and to install, construct, maintain and replace certain amenities such as streetlights, benches and similar items (the "**Improvements**") over, under and through the following land situated in Texas Township, County of Kalamazoo, State of Michigan, described as:

SEE ATTACHED EXHIBIT B

(the "**Easement Area**"), together with the right of ingress and egress to, from and over those portions of the property that are immediately adjacent to the Easement Area to access the Easement Area. The Permanent Easement includes a temporary easement to grade in areas within the Easement Area and within 7 feet immediately adjacent to the Easement Area. The temporary grading easement expires upon completion of the Improvements.

3. This Easement Agreement is exempt from real estate transfer taxes under MCL §§ 207.505(a) and 207.526(a) because the value of the consideration is less than One Hundred and no/100 Dollars (\$100.00).
4. Grantee may remove pavement, fences, shrubs, trees or other surface or subsurface landscaping or improvements, if required, for its exercise of the easement rights. This conveyance includes a release of any and all claims to damages arising from or incidental to the exercise of any of the rights granted herein, except (i) that Grantee will, without cost to Grantor, restore the surface of the Property (including, without limitation, the Easement Area) to its original elevation

by filling and grading, and (ii) such release shall not apply to any claims for damages that arise from the gross negligence or intentional misconduct of Grantee. Grantee's restoration obligations shall include grading, seeding and repair of roadway, driveway, walkway and parking areas (paved and unpaved), fences and other landscaping improvements.

5. Grantor will not place, or permit to be placed, trees, major shrubbery, fences, buildings, or structures of any kind or nature upon, over or under the Permanent Easement without the prior written consent of Grantee, which consent will not be unreasonably withheld.

6. To the extent permitted by law, Grantor will defend and hold Grantee harmless from any and all claims, debts, causes of action or judgments for any damage to property and/or injury to any persons which may arise out of any construction within or use of the Easement Area by Grantor, its agents, employees, representatives, contractors, successors or assigns; provided, however, that Grantor is not obligated to defend and hold harmless to the extent that any claim, debt, cause of action and/or judgment arises out of the negligent or intentional acts or omissions of Grantee, its agents, employees, representatives, contractors, successors or assigns. To the extent permitted by law, Grantee will save and hold Grantor harmless from any and all claims, debts, causes of action or judgments for any damage to property and/or injury to any persons which may arise out of any construction within or use of the Easement Area and/or the Property by Grantee, its agents, employees, representatives, contractors, successors and assigns; provided, however, that Grantee is not obligated to save and hold harmless to the extent that any claim, debt, cause of action and/or judgment arises out of the negligent or intentional acts or omissions of Grantor, its agents, employees, representatives, contractors, successors or assigns.

7. If Grantor constructs any buildings or other structures, near or adjacent to the Permanent Easement, and because of the construction of such buildings and other structures, it should become necessary to structurally support, shore, brace or otherwise provide for the stability of such buildings, surface or subsurface structures so that Grantee may perform the work of constructing, maintaining, replacing and repairing the Improvements, Grantor will assume such expense for support, shoring and bracing; provided, however, that Grantee will consult with Grantor, its successors and assigns before performing the work with respect to alternative methods of construction, repair, improvement, maintenance or replacement. Grantor and Grantee will confer promptly and will avoid jeopardizing the health, welfare and safety of the public by unnecessary delays in consultation.

8. Grantor will not grant to others additional easement rights in the Easement Area without the prior written consent of Grantee, which consent will not be unreasonably withheld, delayed or conditioned.

This Easement Agreement is binding on and inures to the benefit of the parties and their heirs, representatives, successors and assigns. This Easement Agreement runs with the land.

(Signature Pages Follow)

Executed this 1st day of October, 2025.

GRANTOR:

PRAEDIVM PROPERTIES, LLC

By: [Signature]  
Print Name: JOHN KLEPPE  
Its: MEMBER

STATE OF MICHIGAN )  
                                  ) ss  
COUNTY OF Kalamazoo )

The foregoing instrument was acknowledged before me this 1st day of October, 2025, by John Kleppe, on behalf of Praedium Properties, LLC

[Signature]  
Print Name: Jill M. Quemada  
Notary Public Kalamazoo County, MI  
My commission expires: 01/01/2028  
Acting in Kalamazoo County

Jill M. Quemada  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF Kalamazoo  
My Commission Expires 01/01/2028  
Acting in the County of Kalamazoo



GRANTEE:

Charter Township of Texas,  
a Michigan municipal corporation

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

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

And by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2025, by \_\_\_\_\_, as \_\_\_\_\_ and by \_\_\_\_\_, as \_\_\_\_\_ of  
Charter Township of Texas, a Michigan municipal corporation.

Print Name: \_\_\_\_\_

Notary Public \_\_\_\_\_ County, MI

My commission expires: \_\_\_\_\_

Acting in \_\_\_\_\_ County

Prepared by/Return to:  
Scott H. Hogan  
Foster Swift Collins & Smith PC  
1700 East Beltline, N.E., Suite 200  
Grand Rapids, MI 49525-7044  
Telephone: (616) 726-2207

**EXHIBIT A**

**Description of Property**

1. [Illegible text]

2. [Illegible text]

3. [Illegible text]

4. [Illegible text]

5. [Illegible text]

6. [Illegible text]

7. [Illegible text]

8. [Illegible text]

**EXHIBIT B**

**Easement Area**



**QUIT CLAIM DEED**

**THE GRANTOR** Praedium Properties LLC, a Michigan limited liabilities company,  
**WHOSE ADDRESS IS** 9203 Highland View Drive, Kalamazoo, Michigan 49009,  
**QUIT CLAIMS TO** Road Commission of Kalamazoo County, a Michigan Road  
Commission,  
**WHOSE ADDRESS IS** 4400 South 26<sup>th</sup> Street, Kalamazoo, Michigan 49048,

the following described premises located in the Township of Texas, County of Kalamazoo, State of Michigan:

See attached Exhibit A

Together with all improvements, appurtenances, tenements and hereditaments thereto.  
for the sum of: \$1.00.

The premises may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

The Grantor grants to the Grantee the right to make all divisions under section 108 of the land division act, Act No. 288 of the Public Acts of 1967.

This transfer is exempt from all transfer taxes under MCL 207.505(a) and MCL 207.526(a) because the value of the consideration is less than \$100.00.

Dated this 1st day of October, 2025.

Praedium Properties LLC

By: [Signature]

Print Name: JOHN KLEPPE

Its: MEMBER

STATE OF MICHIGAN )  
COUNTY OF Kalamazoo ) ss.

On this 1st day of October, 2025, before me, a Notary Public, in and for said County, personally appeared the above-named John Kleppe and made oath that he/she has read the foregoing Quit Claim Deed by him/her signed and acknowledge(s) the same to be his/her free act and deed.

[Signature]  
Jill M. Quemada, Notary Public  
Kalamazoo County, State of Michigan  
My Commission Expires: 01/01/2028

PREPARED BY/RETURN TO:  
Scott H. Hogan (P41921)  
FOSTER, SWIFT, COLLINS & SMITH, PC  
1700 E. Beltline Avenue NE, Suite 200  
Grand Rapids, MI 49525  
(616) 726-2200

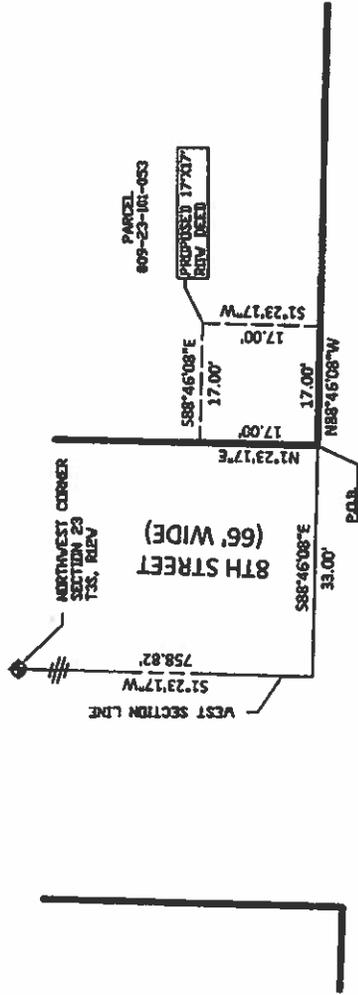
Jill M. Quemada  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF Kalamazoo  
My Commission Expires 01/01/2028  
Acting in the County of Kalamazoo

Kalamazoo

# Exhibit A



SCALE: 1" = 20'



**17'X17' ROW DEED DESCRIPTION**

PART OF THE NORTHWEST 1/4 OF SECTION 23, T1S, R12W, TEXAS TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE S17°23'17\"/>

LONGHORN DRIVE  
(66' WIDE)



**TEXAS DDA**  
 17'x17' ROW DEED  
 8/28/2025  
 916

Daren Corbett, ME  
 (616) 277-2185  
 Kalamazoo, MI  
 (269) 897-7120

**Vriesman  
& Korhorn**

www.V&K.com

**QUIT CLAIM DEED**  
(09-23-101-053)

**THE GRANTOR** Praedium Properties, LLC, a Michigan limited liability company,  
**WHOSE ADDRESS IS** 9203 Highland View Drive, Kalamazoo, Michigan 49009,  
**QUIT CLAIMS TO** Charter Township of Texas, a Michigan municipal corporation,  
**WHOSE ADDRESS IS** 7227 West Q Avenue, Kalamazoo, Michigan 49009,

the following described premises located in the Township of Texas, County of Kalamazoo, State of Michigan:

See attached Exhibit A

Together with all improvements, appurtenances, tenements and hereditaments thereto.

for the sum of: \$1.00.

The premises may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

The Grantor grants to the Grantee the right to make all divisions under section 108 of the land division act, Act No. 288 of the Public Acts of 1967.

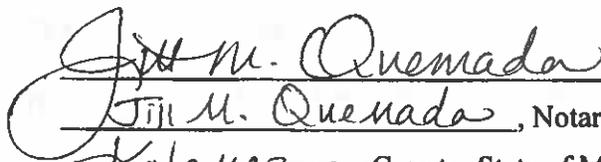
This transfer is exempt from all transfer taxes under MCL 207.505(a) and MCL 207.526(a) because the value of the consideration is less than \$100.00.

Dated this 1st day of October, 2025.

By:   
PRÆDIUM PROPERTIES, LLC  
Print Name: JOHN KLEPPE  
Its: MEMBER

STATE OF MICHIGAN )  
) ss.  
COUNTY OF Kalamazoo )

On this 1st day of October, 2025, before me, a Notary Public, in and for said County, personally appeared the above-named John Kleppe and made oath that he/she has read the foregoing Quit Claim Deed by him/her signed and acknowledge(s) the same to be his/her free act and deed on behalf of Praedium Properties, LLC.

  
Jill M. Quemada, Notary Public  
Kalamazoo County, State of Michigan  
My Commission Expires: 01/01/2028

PREPARED BY/RETURN TO:  
Scott H. Hogan (P41921)  
FOSTER, SWIFT, COLLINS & SMITH, PC  
1700 E. Beltline Avenue NE, Suite 200  
Grand Rapids, MI 49525  
(616) 726-2200

Jill M. Quemada  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF Kalamazoo  
My Commission Expires 01/01/2028  
Acting in the County of Kalamazoo

Kalamazoo



**EASEMENT AGREEMENT  
(DSG Opportunities LLC)**

DSG Opportunities, LLC, a Michigan limited liability company, whose address is 8240 Switch Gross Ridge, Kalamazoo, Michigan 49009 (the “Grantor”), and Charter Township of Texas, a Michigan municipal corporation, whose address is 7227 West Q Avenue, Michigan 49009 (the “Grantee”), agree as follows:

1. Grantor is the owner of the Property (described on Exhibit A) and Grantee wishes to construct certain Improvements (as defined below). Grantor also wishes to grant an easement to Grantee for such Improvements.
2. Grantor, for and in consideration of the sum of One Dollar (\$1.00), receipt of which is acknowledged, conveys, grants and releases to Grantee, its successors and assigns, a permanent and perpetual easement (“**Permanent Easement**”) in which to build, install, construct, inspect, operate, maintain, repair and replace public stormwater pipe(s) and related improvements (the “**Improvements**”) under and through the following land situated in Texas Township, County of Kalamazoo, State of Michigan, described as:

SEE ATTACHED EXHIBIT B

(the “**Easement Area**”), together with the right of ingress and egress to, from and over those portions of the property that are immediately adjacent to the Easement Area in order to access the Easement Area.

3. This Easement Agreement is exempt from the real estate transfer taxes under MCL §§ 207.505(a) and 207.526(a) because the value of the consideration is less than One Hundred and no/100 Dollars (\$100.00).
4. Grantee may remove pavement, fences, shrubs, trees or other surface or subsurface landscaping or improvements, if required, for its exercise of the easement rights. This conveyance includes a release of any and all claims to damages arising from or incidental to the exercise of any of the rights granted herein, except (i) that Grantee will, without cost to Grantor, restore the surface of the Property (including, without limitation, the Easement Area) to its original elevation by filling and grading, and (ii) such release shall not apply to any claims for damages that arise from the gross negligence or intentional misconduct of Grantee. Grantee’s restoration obligations shall include grading, seeding and repair of roadway, driveway, walkway and parking areas (paved and unpaved), trees, shrubs, fences and other landscaping or improvements.

5. Grantor will not place, or permit to be placed, trees, major shrubbery, fences, buildings, structures or other construction of any kind or nature upon, over or under the Permanent Easement without the prior written consent of Grantee, which consent will not be unreasonably withheld, delayed or conditioned.

6. To the extent permitted by law, Grantor will defend and hold Grantee harmless from any and all claims, debts, causes of action or judgments for any damage to property and/or injury to any persons which may arise out of any construction within or use of the Easement Area by Grantor, its agents, employees, representatives, contractors, successors or assigns; provided, however, that Grantor is not obligated to defend and hold harmless to the extent that any claim, debt, cause of action and/or judgment arises out of the negligent or intentional acts or omissions of Grantee, its agents, employees, representatives, contractors, successors or assigns. To the extent permitted by law, Grantee will save and hold Grantor harmless from any and all claims, debts, causes of action or judgments for any damage to property and/or injury to any persons which may arise out of any construction within or use of the Easement Area and/or the Property by Grantee, its agents, employees, representatives, contractors, successors and assigns; provided, however, that Grantee is not obligated to save and hold harmless to the extent that any claim, debt, cause of action and/or judgment arises out of the negligent or intentional acts or omissions of Grantor, its agents, employees, representatives, contractors, successors or assigns.

7. If Grantor constructs any buildings or other structures, near or adjacent to the Permanent Easement, and because of the construction of such buildings and other structures, it should become necessary to structurally support, shore, brace or otherwise provide for the stability of such buildings, surface or subsurface structures so that Grantee may perform the work of constructing, maintaining, replacing and repairing the Improvements, Grantor will assume such expense for support, shoring and bracing; provided, however, that Grantee will consult with Grantor, its successors and assigns before performing the work with respect to alternative methods of construction, repair, improvement, maintenance or replacement. Grantor and Grantee will confer promptly and will avoid jeopardizing the health, welfare and safety of the public by unnecessary delays in consultation.

8. Grantor will not grant to others additional easement rights in the Easement Area without the prior written consent of Grantee, which consent will not be unreasonably withheld, delayed or conditioned.

This Easement Agreement is binding on and inures to the benefit of the parties and their heirs, representatives, successors and assigns. This Easement Agreement runs with the land.

(Signature Pages Follow)

Executed this 22<sup>nd</sup> day of September, 2025.

GRANTOR:

DSG Opportunities, LLC

By: [Signature]  
Print Name: Dave Groendyk  
Its: Member

STATE OF MICHIGAN )  
                                  ) ss  
COUNTY OF Kalamazoo)

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of September 2025, by Dave Groendyk on behalf of DSG Opportunities, LLC.

[Signature]  
Print Name: Jill M. Quemada  
Notary Public Kalamazoo County, MI  
My commission expires: 01/01/2028  
Acting in Kalamazoo County

Jill M. Quemada  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF Kalamazoo  
My Commission Expires 01/01/2028  
Acting in the County of Kalamazoo



GRANTEE:

Charter Township of Texas,  
a Michigan municipal corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

And by: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ and by \_\_\_\_\_, as \_\_\_\_\_ of Charter Township of Texas, a Michigan municipal corporation.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public \_\_\_\_\_ County, MI  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County

Prepared by/Return to:  
Scott H. Hogan  
Foster Swift Collins & Smith PC  
1700 East Beltline, N.E., Suite 200  
Grand Rapids, MI 49525-7044  
Telephone: (616) 726-2207

**EXHIBIT A**  
**Description of Property**

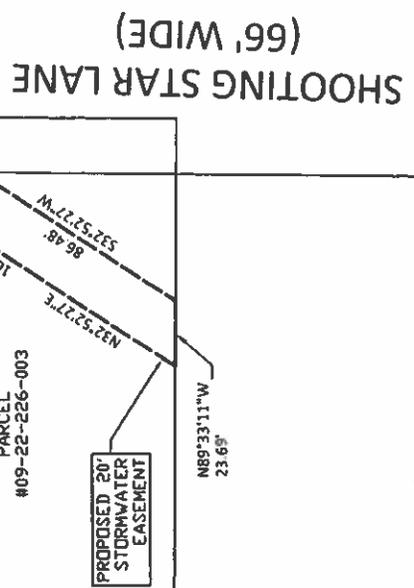
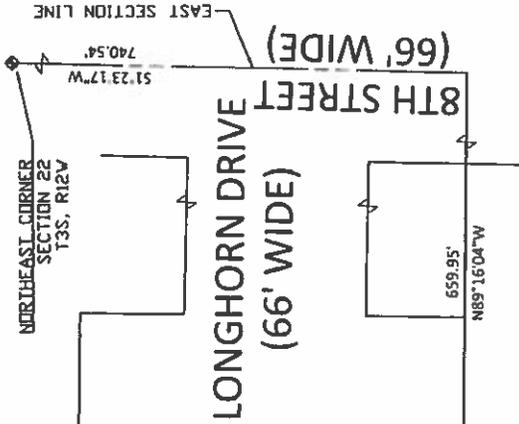
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**EXHIBIT B**

**Easement Area**



SCALE 1" = 50'



**STORMWATER EASEMENT DESCRIPTION**

PART OF THE NORTHEAST 1/4 OF SECTION 22, T.18S, R.12W, TEXAS TOWNSHIP, KAMARZOO COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION, THENCE S0°23'17\"/>

PARCEL #09-22-226-101

PARCEL #09-22-226-003

PROPOSED 20' STORMWATER EASEMENT

**TEXAS DDA**  
 STORMWATER EASEMENT  
 9/9/2025  
 916



Byron Center, MI  
 (616) 777-2185  
 Kalamazoo, MI  
 (734) 697-7120

www.VKcivil.com

## EASEMENT AGREEMENT

DSG Opportunities LLC, a Michigan limited liability company, whose address is 8240 Switch Gross Ridge, Kalamazoo, Michigan 49009 (the “Grantor”), and Charter Township of Texas, a Michigan municipal corporation, whose address is 7227 West Q Avenue, Kalamazoo, Michigan 49009 (the “Grantee”), agree as follows:

1. Grantor is the owner of the Property described on Exhibit A (“Property”) and Grantee wishes to construct certain Improvements (as defined below). Grantor also wishes to grant an easement to Grantee for such Improvements.
2. Grantor, for and in consideration of the sum of One Dollar (\$1.00), receipt of which is acknowledged, conveys, grants and releases to Grantee, its successors and assigns, a permanent and perpetual easement (“**Permanent Easement**”) for drive/access purposes for Grantee and the public in the Easement Area (described below), and in which to build, install, construct, inspect, operate, maintain, repair and replace public services and utilities, including water, sewer, electric, gas and fiber related improvements, and to install, construct, maintain and replace certain amenities such as streetlights, benches and similar items (the “**Improvements**”) over, across, under and through the following land situated in Texas Township, County of Kalamazoo, State of Michigan, described as:

SEE ATTACHED EXHIBIT B

(the “**Easement Area**”), together with the right of ingress and egress to, from and over those portions of the Property that are immediately adjacent to the Easement Area to access the Easement Area. Grantor will maintain, repair and replace in good condition the paved portion of the access drive.

3. This Easement Agreement is exempt from real estate transfer taxes under MCL §§ 207.505(a) and 207.526(a) because the value of the consideration is less than One Hundred and no/100 Dollars (\$100.00).
4. Grantee may grade and may remove pavement, fences, shrubs, trees or other surface or subsurface landscaping or improvements, if required, for its exercise of the easement rights. This conveyance includes a release of any and all claims to damages arising from or incidental to the exercise of any of the rights granted herein, except (i) that Grantee will, without cost to Grantor, restore the surface of the Property (including, without limitation, the Easement Area) to its original elevation by filling and grading, and (ii) such release shall not apply to any claims for damages

that arise from the gross negligence or intentional misconduct of Grantee. Grantee's restoration obligations shall include grading, seeding and repair of roadway, driveway, walkway and parking areas (paved and unpaved), fences and other landscaping improvements.

5. Grantor will not place, or permit to be placed, trees, major shrubbery, fences, buildings, or structures of any kind or nature upon, over or under the Permanent Easement without the prior written consent of Grantee, which consent will not be unreasonably withheld.

6. To the extent permitted by law, Grantor will defend and hold Grantee harmless from any and all claims, debts, causes of action or judgments for any damage to property and/or injury to any persons which may arise out of any construction within or use of the Easement Area by Grantor, its agents, employees, representatives, contractors, successors or assigns; provided, however, that Grantor is not obligated to defend and hold harmless to the extent that any claim, debt, cause of action and/or judgment arises out of the negligent or intentional acts or omissions of Grantee, its agents, employees, representatives, contractors, successors or assigns. To the extent permitted by law, Grantee will save and hold Grantor harmless from any and all claims, debts, causes of action or judgments for any damage to property and/or injury to any persons which may arise out of any construction within or use of the Easement Area and/or the Property by Grantee, its agents, employees, representatives, contractors, successors and assigns; provided, however, that Grantee is not obligated to save and hold harmless to the extent that any claim, debt, cause of action and/or judgment arises out of the negligent or intentional acts or omissions of Grantor, its agents, employees, representatives, contractors, successors or assigns.

7. If Grantor constructs any buildings or other structures, near or adjacent to the Permanent Easement, and because of the construction of such buildings and other structures, it should become necessary to structurally support, shore, brace or otherwise provide for the stability of such buildings, surface or subsurface structures so that Grantee may perform the work of constructing, maintaining, replacing and repairing the Improvements, Grantor will assume such expense for support, shoring and bracing; provided, however, that Grantee will consult with Grantor, its successors and assigns before performing the work with respect to alternative methods of construction, repair, improvement, maintenance or replacement. Grantor and Grantee will confer promptly and will avoid jeopardizing the health, welfare and safety of the public by unnecessary delays in consultation.

8. Grantor will not grant to others additional easement rights in the Easement Area without the prior written consent of Grantee, which consent will not be unreasonably withheld, delayed or conditioned.

This Easement Agreement is binding on and inures to the benefit of the parties and their heirs, representatives, successors and assigns. This Easement Agreement runs with the land.

(Signature Pages Follow)

Executed this 22<sup>nd</sup> day of September, 2025.

GRANTOR:

\_\_\_\_\_

By: Dave Groendyk  
Print Name: Dave Groendyk  
Its: Member

STATE OF MICHIGAN     )  
  ) ss  
COUNTY OF Kalamazoo)

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of September, 2025, by Dave Groendyk on behalf of DSG Opportunities

Jill M. Quemada  
Print Name: Jill M. Quemada  
Notary Public Kalamazoo County, MI  
My commission expires: 01/01/2028  
Acting in Kalamazoo County

Jill M. Quemada  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF Kalamazoo  
My Commission Expires 01/01/2028  
Acting in the County of Kalamazoo



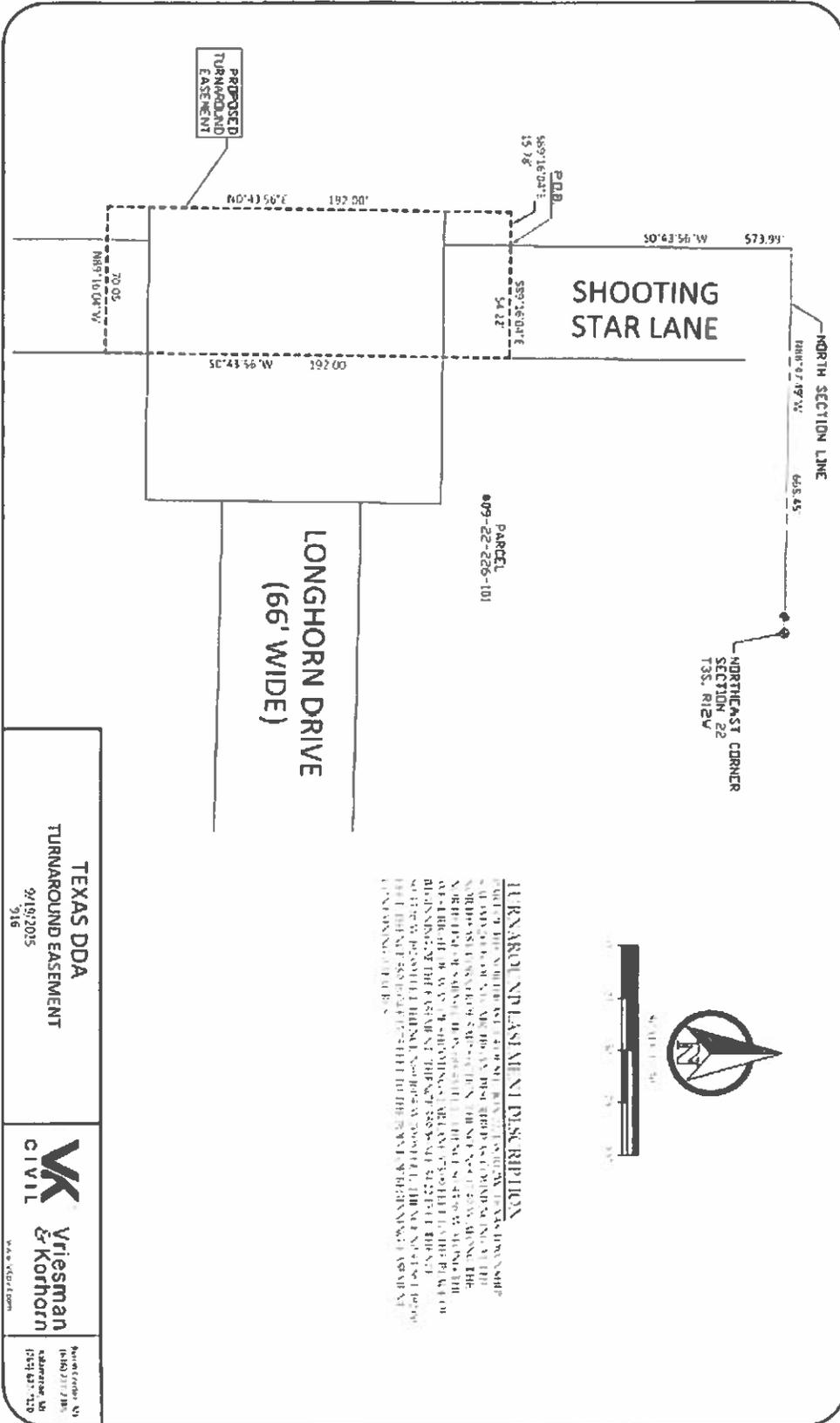


**EXHIBIT A**

Description of Property

**EXHIBIT B**

Easement Area



**TURNAROUND EASEMENT DESCRIPTION**

FOR THE NORTHWEST 1/4 OF SECTION 22, T33S. R12E, S10E, COUNTY OF TARRANT, TEXAS, PARCEL 009-22-226-101, THE TURNAROUND EASEMENT IS TO BE CONVEYED TO THE NORTHWEST 1/4 OF SECTION 22, T33S. R12E, S10E, COUNTY OF TARRANT, TEXAS, PARCEL 009-22-226-101, FOR THE USE OF THE SHOOTING STAR LANE, AS SHOWN ON THE ATTACHED SURVEY PLAT. THE TURNAROUND EASEMENT IS TO BE CONVEYED TO THE NORTHWEST 1/4 OF SECTION 22, T33S. R12E, S10E, COUNTY OF TARRANT, TEXAS, PARCEL 009-22-226-101, FOR THE USE OF THE SHOOTING STAR LANE, AS SHOWN ON THE ATTACHED SURVEY PLAT.

<p><b>TEXAS DDA</b> TURNAROUND EASEMENT 9/19/2015 916</p>	<p><b>WK</b> <b>Vriesman &amp; Kothorn</b> CIVIL P.A.C. 00001000</p>	<p>Surveyor No. (646) 211-7185 License No. (04143) - 110</p>
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## SECOND AMENDED AND RESTATED DRAINAGE EASEMENT

This Second Amended and Restated Drainage Easement (the “Agreement”) shall be effective as of \_\_\_\_ day of \_\_\_\_\_, 2025 between **CLLH, LLC**, a Michigan limited liability company of 6781 West Q Ave., Kalamazoo, Michigan 49009 (“**CLLH**”), **DSG Opportunities, LLC**, a Michigan limited liability company, of 8136 Shooting Star Ln., Kalamazoo, Michigan 49009 (“**DSG**”), **Texas Corners Investment LLC**, a Michigan limited liability company, of 8132 Merchant Place, Portage, Michigan 49002 (“**TCI**”), the **Charter Township of Texas**, a Michigan municipal corporation, of 7110 West Q Avenue, Kalamazoo, Michigan 49009 (the “**Township**”) and **MIST 5 Properties, LLC**, a Michigan limited liability company of 361 Pepper, Mattawan, MI 49071 (**MIST 5**) on the terms and conditions stated below:

1. **Background.** All five parties own adjacent parcels of land in Texas Township, Kalamazoo County, Michigan. CLLH is the owner in fee title of the parcel of property described on the attached Exhibit A (the “Easement Property”). DSG, TCI, the Township and MIST 5 each own property that is adjacent to the Easement Property, which properties are described on the attached Exhibit B (collectively the “Benefited Parcels” and individually a “Benefited Parcel”). In addition, the Township owns a road known as Longhorn Drive (see attached map, Exhibit C) and is also granted the right to drain from Longhorn Drive into the stormwater retention pond located on the Easement Property. On July 13, 2021, CLLH, DSG and TCI entered into a Drainage Easement recorded with the Kalamazoo County Register of Deeds on September 16, 2021, as Instrument No. 2021-037096. The parties wish to amend and restate that easement agreement to add the Township’s and MIST 5’s real property as Benefited Parcels. This Agreement restates and amends the prior Drainage Easement, as amended in an amendment dated November 1, 2022 and recorded with the Kalamazoo County Register of Deeds on February 3, 2023 as Instrument No. 2023-002768.

2. **Grant.** To provide for storm water drainage on the respective parcels, CLLH grants a perpetual, irrevocable and nonexclusive easement to TCI, DSG, the Township and MIST 5 for the use of a certain storm water retention pond located on the Easement Property. This Agreement is intended to provide for that storm water drainage easement.

3. **Consideration.** The consideration given for this storm water drainage easement agreement is the mutual promises and conveyances of their respective parties to create this storm water drainage easement. The consideration is less than \$100 and this Agreement is exempt from transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

4. **Grant of Easement.** CLLH grants to DSG, TCI, the Township and MIST 5 the right to drain and flow storm water surface runoff across their respective parcels into the retention pond on the Easement Property. The Easement may be used by the owners of each of the Benefited Parcels for the purposes of flowing surface storm water drainage only and shall not be used for any other purpose. The owner of a Benefited Parcel may enter onto the Easement Property only to remove obstructions to the flowage of the storm water in the Easement.

5. **Interest in Realty.** The Easement granted by this Agreement shall be for use of the Benefited Parcels over and across the Easement Property and shall be an appurtenance to each of the Benefited Parcels and run with the land.

6. **Insurance.** The owner of each parcel shall obtain liability insurance as part of its owner's policy for each Benefited Parcel to cover any liabilities that arise as a result of the use by the owner of each Benefited Parcel of the Easement and the owner of each Benefited Parcel's liability policy shall name the owner of the Easement Property as an insured party for the owner of the Benefited Parcel's use of the Easement.

7. **Maintenance.** CLLH, DSG, TCI, the Township and MIST 5 shall each be responsible for one-fifth (1/5) of the costs, if any, of maintaining, repair, and replacing in good condition and in compliance with all applicable laws, ordinances, and regulations the retention pond on the Easement Property. CLLH will notify the parties hereto of any proposed maintenance in advance of the work to be performed.

8. **Initial construction.** The parties agree that the removal of trees on the Burdened Parcel may be necessary to run the drainage lines to direct flow from a Benefited Parcel to the Burdened Parcel. CLLH shall remove and relocate any trees so identified. The specific Benefited Parcel owner, upon completion of their lines to the Burdened Parcel, shall replace, at their sole cost, all such trees, irrigation removed for their construction purposes. Restoration including hydro seeding and mulching of trees. Restoration work shall be completed within sixty (60) days of completion the above drainage lines to the Burdened Parcel.

9. **Indemnification.** The owner of each parcel agrees to indemnify and hold the owner of the other parcels harmless from any and all claims, debts, causes of actions, or judgments for any damage to any property or injury to any person that may arise out of any of the owner of a Benefited Parcel's actions within, use of, or around the Easement, by itself, its agents, employees, representatives, and contractors. This provision shall survive the termination of this Agreement.

10. **Whole Agreement.** This Agreement contains the entire understanding of the parties regarding the conveyance of this easement and the parties acknowledge that there have been no representations or understandings other than those expressly set forth in this Agreement.

11. **Modification.** Any waiver, alteration, or modification of any of the provisions of this Agreement shall not be valid unless in writing and signed by the parties.

12. **Parties Bound.** The terms and conditions of this Agreement shall bind and benefit the heirs, personal representatives, successors, and assigns of the parties.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and venue for any disputes for this Agreement shall lie in Kalamazoo, Michigan.

14. **Severability.** If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

15. **Notice.** Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission that provides evidence of receipt and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Either party may change its address by giving notice of the change or a new facsimile transmission number to the other as provided in this section.

16. **Exhibits.** The following exhibits are attached to and are a part of this Agreement:

Exhibit A: Legal Description of Easement Property

Exhibit B: Legal Descriptions of Benefited Parcels

17. **Effective Date.** This Agreement shall be effective as of the date set forth at the beginning of this Agreement.

18. **Mortgage Consent.** If any of the property subject to this Agreement is encumbered by a mortgage, the applicable property owner has obtained and attached hereto the agreement of the mortgagee to subordinate its mortgage to this Agreement.

(Signature Pages to Follow)

**CLLH, LLC**

By: \_\_\_\_\_  
Print Name: Larry Loeks  
Its: Member

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

Acknowledged before me in \_\_\_\_\_ County, Michigan on \_\_\_\_\_, 2025, by Larry Loeks, Member of CLLH, LLC on behalf of the company.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, MI

**DSG OPPORTUNITIES, LLC**

By: David Groendyk  
Print Name: David Groendyk  
Its: Member

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF Kalamazoo )

Acknowledged before me in Kalamazoo County, Michigan on 9/22, 2025, by David Groendyk, Member of DSG OPPORTUNITIES, LLC on behalf of the company.

Jill M. Quemada  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF Kalamazoo  
My Commission Expires 01/01/2028  
Acting in the County of Kalamazoo

Jill M. Quemada  
Jill M. Quemada  
Notary Public, Kalamazoo County, MI  
My commission expires: 01/01/2028  
Acting in Kalamazoo County, MI



**TEXAS CORNERS INVESTMENTS,**  
a Michigan limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN            )  
  )ss.  
COUNTY OF \_\_\_\_\_        )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2025, by \_\_\_\_\_,  
as a \_\_\_\_\_ of Texas Corners Investments, LLC, a Michigan limited liability company, on  
behalf of the company.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, MI

**CHARTER TOWNSHIP OF TEXAS**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

And By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN            )  
  )ss.  
COUNTY OF \_\_\_\_\_        )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2025, by \_\_\_\_\_,  
\_\_\_\_\_ and \_\_\_\_\_, \_\_\_\_\_ of Charter Township of Texas, on behalf of the  
Township.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, MI

**MIST 5 Properties, LLC,**  
a Michigan limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN                    )  
  )ss.  
COUNTY OF \_\_\_\_\_            )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2025, by Steven R. Bosch, as a Member of MIST 5 Properties, LLC, a Michigan limited liability company, on behalf of the company.

Prepared by/Return to:  
Scott H. Hogan  
Foster Swift Collins & Smith PC  
1700 East Beltline, N.E., Suite 200  
Grand Rapids, MI 49525-7044  
Telephone: (616) 726-2207

**EXHIBIT A**

**(EASEMENT PROPERTY)**

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 22, TOWN, 03 SOUTH, RANGE 12 WEST; THENCE ALONG THE NORTH LINE OF SECTION 22, SOUTH 89 DEGREES 15 MINUTES 50 SECONDS EAST 1023.87 FEET TO THE NORTHERLY EXTENSION OF THE MONUMENTED EAST LINE OF THE PLAT OF TEXAS HEIGHTS NO. 2; THENCE ALONG SAID EAST LINE AND THE NORTHERLY EXTENSION THEREOF, SOUTH 01 DEGREE 22 MINUTES 49 SECONDS WEST 543.06 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 01 SECONDS EAST 678.95 FEET TO THE WEST LINE OF LANDS DESCRIBED IN A WARRANTY DEED RECORDED IN LIBER 2018 PAGE 626 KALAMAZOO COUNTY RECORDS; THENCE ALONG SAID WEST LINE, SOUTH 01 DEGREE 23 MINUTES 00 SECONDS WEST 253.06 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 37 MINUTES 01 SECONDS EAST 298.02 FEET; THENCE NORTH 01 DEGREE 22 MINUTES 26 SECONDS EAST 66.65 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 50 SECONDS EAST 40.00 FEET TO THE EAST LINE OF LANDS DESCRIBED IN A WARRANTY DEED RECORDED IN UBER 2018 PAGE 626 KALAMAZOO COUNTY RECORDS; THENCE ALONG SAID EAST LINE, SOUTH 01 DEGREE 22 MINUTES 26 SECONDS WEST 557.91 FEET; THENCE ALONG THE MONUMENTED NORTH LINE OF LOTS THREE THROUGH THIRTEEN OF SAID PLAT, NORTH 88 DEGREES 37 MINUTES 01 SECONDS WEST 338.10 FEET; THENCE NORTH 01 DEGREES 23 MINUTES 00 SECONDS EAST 490.49 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**

**(BENEFITED PARCELS)**

**DSG OPPORTUNITIES PROPERTY**

COMMENCING AT THE NORTH 1/4 POST OF SECTION 22, TOWN 03 SOUTH, RANGE 12 WEST AND RUNNING THENCE SOUTH 89 DEGREES 20 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 1703.04 FEET TO A POINT 944.56 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID SECTION; THENCE CONTINUING SOUTH 89 DEGREES 20 MINUTES 30 SECONDS EAST ALONG SAID NORTH LINE 350.56 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 23 MINUTES 14 SECONDS WEST 600.47 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 50 SECONDS EAST 56.40 FEET; THENCE SOUTH 00 DEGREES 44 MINUTES 24 SECONDS WEST 140.00'; THENCE NORTH 89 DEGREES 15 MINUTES 50 SECONDS WEST 110.78 FEET; THENCE SOUTH 01 DEGREES 22 MINUTES 26 SECONDS WEST 66.65 FEET; THENCE NORTH 88 DEGREES 37 MINUTES 01 SECONDS WEST 298.02 FEET; THENCE NORTH 01 DEGREES 23 MINUTES 00 SECONDS EAST 809.79 FEET TO THE POINT OF BEGINNING.

**TEXAS CORNERS INVESTMENT, LLC PROPERTY**

A PARCEL DESCRIBED AS FOLLOWS: TOWNSHIP OF TEXAS, COUNTY OF KALAMAZOO, STATE OF MICHIGAN PART OF THE NORTHEAST 1/4 OF SECTION 22, TOWN 03 SOUTH, RANGE 12 WEST, TEXAS TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 22; THENCE ALONG THE NORTH LINE OF SAID SECTION 22, SOUTH 89 DEGREES 15 MINUTES 50 SECONDS EAST 1702.89 FEET (PREVIOUSLY DESCRIBED AS NORTH 89 DEGREES 20 MINUTES 30 SECONDS EAST 1703.04 FEET) FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89 DEGREES 15 MINUTES 50 SECONDS EAST 105.89 FEET; THENCE SOUTH 00 DEGREES 44 MINUTES 10 SECONDS WEST 121.33 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 54 SECONDS EAST 49.68 FEET; THENCE SOUTH 01 DEGREES 21 MINUTES 26 SECONDS WEST 100.01 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 08 SECONDS EAST 127.77 FEET; THENCE SOUTH 01 DEGREES 21 MINUTES 26 SECONDS WEST 372.63 FEET; THENCE NORTH 89 DEGREES 17 MINUTES 32 SECONDS WEST 284.92 FEET; THENCE NORTH 01 DEGREES 23 MINUTES 00 SECONDS EAST (PREVIOUSLY DESCRIBED AS NORTH 01 DEGREES 23 MINUTES 14 SECONDS EAST) 593.85 FEET TO THE NORTH LINE OF SAID SECTION 22 AND THE POINT OF BEGINNING.

## **CHARTER TOWNSHIP OF TEXAS PROPERTY**

LAND SITUATED IN THE TOWNSHIP OF TEXAS, COUNTY OF KALAMAZOO, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF SECTION 23, TOWN 3 SOUTH, RANGE 12 WEST, 1364.04 FEET, SOUTH 89°15'50" OF THE NORTH ¼ POST; THENCE SOUTH 89°15'50" EAST ALONG THE NORTH LINE 338.85 FEET; THENCE SOUTH 01°23'00" WEST THEREON 550.73 FEET; THENCE NORTH 88°37'01" WEST 338.88 FEET; THENCE NORTHERLY TO BEGINNING.

## **MIST 5 PROPERTIES, LLC**

PART OF THE NORTHEAST 1/4 OF SECTION 22, TOWN 03 SOUTH, RANGE 12 WEST, TEXAS CHARTER TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 22; THENCE ALONG THE NORTH LINE OF SAID SECTION 22, SOUTH 89 DEGREES 15 MINUTES 50 SECONDS EAST 1024.02 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89 DEGREES 15 MINUTES 50 SECONDS EAST 340.02 FEET; THENCE SOUTH 01 DEGREES 23 MINUTES 14 SECONDS WEST 546.90 FEET TO A LINE COMMON WITH BELLE MEADE COTTAGE LIVING; THENCE ALONG SAID COMMON LINE, NORTH 88 DEGREES 37 MINUTES 00 SECONDS WEST 340.08 FEET; THENCE NORTH 01 DEGREES 23 MINUTES 47 SECONDS EAST 543.06 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 4.25± ACRES (185,315± SQ. FT.). SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHT OF WAYS APPARENT AND OF RECORD.

**EXHIBIT C**  
**(LONGHORN DRIVE)**

## **FIRST AMENDMENT TO VINEYARD PARKWAY DRAINAGE AREA AGREEMENT**

This First Amendment to the Vineyard Parkway Drainage Area Agreement (the "Agreement") is made this 10<sup>th</sup> day of November, 2025 by Vineyard Real Estate LLC, a Michigan limited liability company, of 14661 Helmer Road South, Battle Creek, Michigan 49015 ("Owner"), the Road Commission of Kalamazoo County, a Michigan road commission, of 4400 South 26<sup>th</sup> Street, Kalamazoo, Michigan 49048 ("Road Commission") and the Charter Township of Texas, a Michigan municipal corporation, of 7227 West Q Avenue, Kalamazoo, Michigan 49009 ("Township").

For consideration of \$1.00, the parties agree:

1. Owner's predecessor in title and Road Commission are parties to a Vineyard Parkway and Drainage Agreement dated December 15, 2015, and recorded with the Kalamazoo County Register of Deeds on December 18, 2015 as Instrument No. 2015-042306 (the "Agreement").

2. The Township intends to construct a road, known as Longhorn Drive, as depicted on the attached Exhibit A. The parties wish to allow the Township to drain stormwater from Longhorn Drive into the stormwater discharge area on Owner's property described on the attached Exhibit B as the "KCRC Drainage Agreement and Stormwater Easement".

3. Owner grants to the Township a perpetual non-exclusive easement for the drainage, collection and storage of the storm/surface water from the proposed Longhorn Drive running to the detention area on, over, across, under and through Owner's Property (the "Easement"). The Road Commission consents to the Easement.

4. The provisions of Sections 5(A), (B), (C) and (E) and Section 6 and Section 7 of the Agreement are deemed as applicable to, and enforceable by, the Township as those provisions are applicable to, and enforceable by, the Road Commission.

5. Notice to the parties will be sent to the addresses set forth above.

6. Sections 10 and 11 of the Agreement apply to the Township as if it had been an original party to the Agreement.

(Signature Pages to Follow)

Vineyard Real Estate LLC,

By: [Signature]  
Print Name: Scott Garton  
Its: President

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF Kalamazoo )

The foregoing instrument was acknowledged before me on 11/06, 2025, by Scott Garton as a ~~President~~ of ~~Texas Corners Investments, LLC~~, a Michigan limited liability company, on behalf of the company. Vineyard Real Estate LLC

Jill M. Quemada  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF Kalamazoo  
My Commission Expires 01/01/2028  
Acting in the County of Kalamazoo

[Signature]  
Notary Public, Kalamazoo County, MI  
My commission expires: 01/01/2028  
Acting in Kalamazoo County, MI



Road Commission of Kalamazoo County,

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2025, by \_\_\_\_\_, as a \_\_\_\_\_ of Texas Corners Investments, LLC, a Michigan limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, MI

**Charter Township of Texas,**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN            )  
  )ss.  
COUNTY OF \_\_\_\_\_  )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2025, by \_\_\_\_\_,  
as a \_\_\_\_\_ of Texas Corners Investments, LLC, a Michigan limited liability company, on  
behalf of the company.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, MI

Prepared by/Return to:  
Scott H. Hogan  
Foster Swift Collins & Smith PC  
1700 East Beltline, N.E., Suite 200  
Grand Rapids, MI 49525-7044  
Telephone: (616) 726-2207

**EXHIBIT A**  
**Longhorn Drive**

**EXHIBIT B**  
**Drainage Easement Area**

**EASEMENT AGREEMENT  
(09-23-101-031)**

Vineyard Real Estate LLC, a Michigan limited liability company, whose address is 14661 Helmer Road South, Battle Creek, Michigan 49015 (the "Grantor"), and Charter Township of Texas, a Michigan municipal corporation, whose address is 7227 West Q Avenue, Kalamazoo, Michigan 49009 (the "Grantee"), agree as follows:

1. Grantor is the owner of the Property described on Exhibit A ("Property") and Grantee wishes to construct certain Improvements (as defined below). Grantor also wishes to grant an easement to Grantee for such Improvements.
2. Grantor, for and in consideration of the sum of One Dollar (\$1.00), receipt of which is acknowledged, conveys, grants and releases to Grantee, its successors and assigns, a permanent and perpetual easement ("**Permanent Easement**") in which to build, install, construct, inspect, operate, maintain, repair and replace public service and utilities, including water, sewer, electric, gas and fiber related improvements, and to install, construct, maintain and replace certain amenities such as streetlights, benches and similar items (the "**Improvements**") over, under and through the following land situated in Texas Township, County of Kalamazoo, State of Michigan, described as:

SEE ATTACHED EXHIBIT B

(the "**Easement Area**"), together with the right of ingress and egress to, from and over those portions of the property that are immediately adjacent to the Easement Area to access the Easement Area. The Permanent Easement includes a temporary easement to grade in areas within the Easement Area and within 25 feet immediately adjacent to the Easement Area. The temporary grading easement expires upon completion of the Improvements.

3. This Easement Agreement is exempt from real estate transfer taxes under MCL §§ 207.505(a) and 207.526(a) because the value of the consideration is less than One Hundred and no/100 Dollars (\$100.00).
4. Grantee may remove pavement, fences, shrubs, trees or other surface or subsurface landscaping or improvements, if required, for its exercise of the easement rights. This conveyance includes a release of any and all claims to damages arising from or incidental to the exercise of any of the rights granted herein, except (i) that Grantee will, without cost to Grantor, restore the surface of the Property (including, without limitation, the Easement Area) to its original elevation

by filling and grading, and (ii) such release shall not apply to any claims for damages that arise from the gross negligence or intentional misconduct of Grantee. Grantee's restoration obligations shall include grading, seeding and repair of roadway, driveway, walkway and parking areas (paved and unpaved), fences and other landscaping improvements.

5. Grantor will not place, or permit to be placed, trees, major shrubbery, fences, buildings, or structures of any kind or nature upon, over or under the Permanent Easement without the prior written consent of Grantee, which consent will not be unreasonably withheld.

6. To the extent permitted by law, Grantor will defend and hold Grantee harmless from any and all claims, debts, causes of action or judgments for any damage to property and/or injury to any persons which may arise out of any construction within or use of the Easement Area by Grantor, its agents, employees, representatives, contractors, successors or assigns; provided, however, that Grantor is not obligated to defend and hold harmless to the extent that any claim, debt, cause of action and/or judgment arises out of the negligent or intentional acts or omissions of Grantee, its agents, employees, representatives, contractors, successors or assigns. To the extent permitted by law, Grantee will save and hold Grantor harmless from any and all claims, debts, causes of action or judgments for any damage to property and/or injury to any persons which may arise out of any construction within or use of the Easement Area and/or the Property by Grantee, its agents, employees, representatives, contractors, successors and assigns; provided, however, that Grantee is not obligated to save and hold harmless to the extent that any claim, debt, cause of action and/or judgment arises out of the negligent or intentional acts or omissions of Grantor, its agents, employees, representatives, contractors, successors or assigns.

7. If Grantor constructs any buildings or other structures, near or adjacent to the Permanent Easement, and because of the construction of such buildings and other structures, it should become necessary to structurally support, shore, brace or otherwise provide for the stability of such buildings, surface or subsurface structures so that Grantee may perform the work of constructing, maintaining, replacing and repairing the Improvements, Grantor will assume such expense for support, shoring and bracing; provided, however, that Grantee will consult with Grantor, its successors and assigns before performing the work with respect to alternative methods of construction, repair, improvement, maintenance or replacement. Grantor and Grantee will confer promptly and will avoid jeopardizing the health, welfare and safety of the public by unnecessary delays in consultation.

8. Grantor will not grant to others additional easement rights in the Easement Area without the prior written consent of Grantee, which consent will not be unreasonably withheld, delayed or conditioned.

This Easement Agreement is binding on and inures to the benefit of the parties and their heirs, representatives, successors and assigns. This Easement Agreement runs with the land.

(Signature Pages Follow)

Executed this 10th day of November, 2025.

GRANTOR:

[Signature]

By: Vineyard Real Estate, LLC  
Print Name: Scott Garton  
Its: President

STATE OF MICHIGAN     )  
  ) ss  
COUNTY OF Kalamazoo

The foregoing instrument was acknowledged before me this 10th day of November, 2025, by Scott Garton on behalf of Vineyard Real Estate LLC

Jill M. Quemada  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF Kalamazoo  
My Commission Expires 01/01/2028  
Acting in the County of Kalamazoo

[Signature]  
Print Name: Jill M. Quemada  
Notary Public Kalamazoo County, MI  
My commission expires: 01/01/2028  
Acting in Kalamazoo County





**EXHIBIT A**

**Description of Property**

**EXHIBIT B**

**Easement Area**

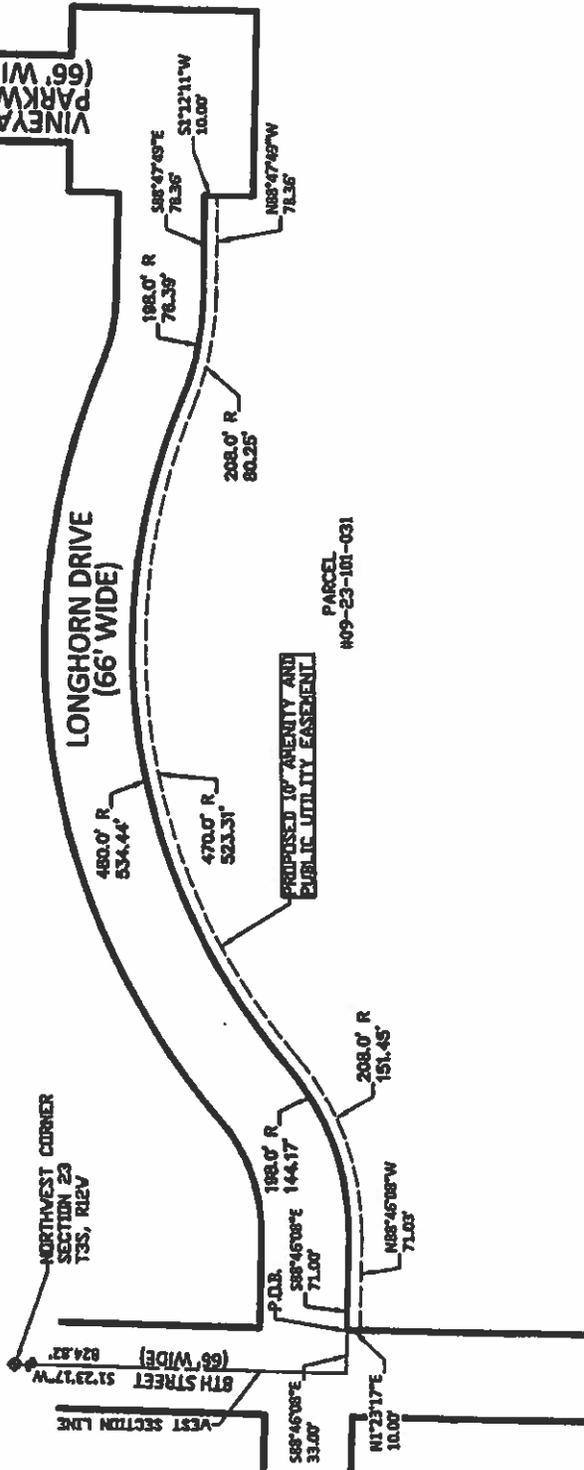


SCALE: 1" = 100'



VINEYARD  
(66' WIDE)

**10' AMENITY AND PUBLIC UTILITY EASEMENT DESCRIPTION**  
 PART OF THE NORTHWEST 1/4 OF SECTION 23, T33S, R12W, TEXAS TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE S71°17'11"W ALONG THE WEST LINE OF SAID SECTION 64.07 FEET; THENCE S88°47'49"E 33.00 FEET TO THE EAST LINE OF 8TH STREET, AND THE PLACE OF BEGINNING OF THE EASEMENT; THENCE N88°46'08"E 71.00 FEET; THENCE N07°27'20"E 14.07 FEET ALONG A 190.0 FOOT RADIUS CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS N87°24'30"E 507.26 FEET; THENCE S07°26'30"E 507.26 FEET; THENCE S07°26'30"E 190.0 FEET ALONG A 190.0 FOOT RADIUS CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS S17°44'49"E 75.92 FEET; THENCE S88°47'49"E 78.36 FEET; THENCE S71°17'11"W 10.00 FEET; THENCE N88°47'49"W 78.36 FEET; THENCE N77°44'40"W 70.25 FEET; THENCE S07°26'30"E 323.31 FEET ALONG A 470.0 FOOT RADIUS CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS S81°24'38"W 496.69 FEET; THENCE S07°27'20"W 14.12 FEET; THENCE N88°46'08"W 71.00 FEET; THENCE N72°17'11"W 10.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING. EASEMENT CONTAINING 0.21 ACRES



  
**Vriesman & Kothorn**  
 CIVIL  
 www.V&K-CAD.com  
 TEXAS DDA  
 PROPOSED 10' AMENITY AND PUBLIC  
 UTILITY EASEMENT  
 8/28/2025  
 916  
 Parcel #09-23-101-031

*Vineyard Easement*

Byron Corbett, A/E  
 (517) 377-2185  
 Kalamazoo, MI  
 (269) 857-9120

## EASEMENT AGREEMENT

Vineyard Real Estate LLC, a Michigan limited liability company, whose address is 14661 Helmer Road South, Battle Creek, Michigan 49015 (the “Grantor”), and Charter Township of Texas, a Michigan municipal corporation, whose address is 7227 West Q Avenue, Kalamazoo, Michigan 49009 (the “Grantee”), agree as follows:

1. Grantor is the owner of the Property described on Exhibit A (“Property”) and Grantee wishes to construct certain Improvements (as defined below). Grantor also wishes to grant an easement to Grantee for such Improvements.
2. Grantor, for and in consideration of the sum of One Dollar (\$1.00), receipt of which is acknowledged, conveys, grants and releases to Grantee, its successors and assigns, a permanent and perpetual easement (“**Permanent Easement**”) for drive/access purposes for Grantee and the public in the Easement Area (described below), and in which to build, install, construct, inspect, operate, maintain, repair and replace public services and utilities, including water, sewer, electric, gas and fiber related improvements, and to install, construct, maintain and replace certain amenities such as streetlights, benches and similar items (the “**Improvements**”) over, across, under and through the following land situated in Texas Township, County of Kalamazoo, State of Michigan, described as:

SEE ATTACHED EXHIBIT B

(the “**Easement Area**”), together with the right of ingress and egress to, from and over those portions of the Property that are immediately adjacent to the Easement Area to access the Easement Area. Grantor will maintain, repair and replace in good condition the paved portion of the access drive.

3. This Easement Agreement is exempt from real estate transfer taxes under MCL §§ 207.505(a) and 207.526(a) because the value of the consideration is less than One Hundred and no/100 Dollars (\$100.00).
4. Grantee may grade and may remove pavement, fences, shrubs, trees or other surface or subsurface landscaping or improvements, if required, for its exercise of the easement rights. This conveyance includes a release of any and all claims to damages arising from or incidental to the exercise of any of the rights granted herein, except (i) that Grantee will, without cost to Grantor, restore the surface of the Property (including, without limitation, the Easement Area) to its original elevation by filling and grading, and (ii) such release shall not apply to any claims for damages

that arise from the gross negligence or intentional misconduct of Grantee. Grantee's restoration obligations shall include grading, seeding and repair of roadway, driveway, walkway and parking areas (paved and unpaved), fences and other landscaping improvements.

5. Grantor will not place, or permit to be placed, trees, major shrubbery, fences, buildings, or structures of any kind or nature upon, over or under the Permanent Easement without the prior written consent of Grantee, which consent will not be unreasonably withheld.

6. To the extent permitted by law, Grantor will defend and hold Grantee harmless from any and all claims, debts, causes of action or judgments for any damage to property and/or injury to any persons which may arise out of any construction within or use of the Easement Area by Grantor, its agents, employees, representatives, contractors, successors or assigns; provided, however, that Grantor is not obligated to defend and hold harmless to the extent that any claim, debt, cause of action and/or judgment arises out of the negligent or intentional acts or omissions of Grantee, its agents, employees, representatives, contractors, successors or assigns. To the extent permitted by law, Grantee will save and hold Grantor harmless from any and all claims, debts, causes of action or judgments for any damage to property and/or injury to any persons which may arise out of any construction within or use of the Easement Area and/or the Property by Grantee, its agents, employees, representatives, contractors, successors and assigns; provided, however, that Grantee is not obligated to save and hold harmless to the extent that any claim, debt, cause of action and/or judgment arises out of the negligent or intentional acts or omissions of Grantor, its agents, employees, representatives, contractors, successors or assigns.

7. If Grantor constructs any buildings or other structures, near or adjacent to the Permanent Easement, and because of the construction of such buildings and other structures, it should become necessary to structurally support, shore, brace or otherwise provide for the stability of such buildings, surface or subsurface structures so that Grantee may perform the work of constructing, maintaining, replacing and repairing the Improvements, Grantor will assume such expense for support, shoring and bracing; provided, however, that Grantee will consult with Grantor, its successors and assigns before performing the work with respect to alternative methods of construction, repair, improvement, maintenance or replacement. Grantor and Grantee will confer promptly and will avoid jeopardizing the health, welfare and safety of the public by unnecessary delays in consultation.

8. Grantor will not grant to others additional easement rights in the Easement Area without the prior written consent of Grantee, which consent will not be unreasonably withheld, delayed or conditioned.

This Easement Agreement is binding on and inures to the benefit of the parties and their heirs, representatives, successors and assigns. This Easement Agreement runs with the land.

(Signature Pages Follow)

Executed this 10th day of November, 2025.

GRANTOR:

[Handwritten Signature]

By: Vineyard Memory CARE, LLC.  
Print Name: Scott Granton  
Its: President

STATE OF MICHIGAN )  
                                  ) ss  
COUNTY OF Kalamazoo

The foregoing instrument was acknowledged before me this 10th day of November, 2025, by Scott Granton, on behalf of Vineyard Real Estate LLC

Jill M. Quemada  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF Kalamazoo  
My Commission Expires 01/01/2028  
Acting in the County of Kalamazoo

[Handwritten Signature]  
Print Name: Jill M. Quemada  
Notary Public Kalamazoo County, MI  
My commission expires: 01/01/2028  
Acting in Kalamazoo County





**EXHIBIT A**

Description of Property

**EXHIBIT B**

Easement Area



**QUIT CLAIM DEED**

THE GRANTOR                   Vineyard Real Estate, LLC, a Michigan limited liability company,  
WHOSE ADDRESS IS           14661 Helmer Road South, Battle Creek, Michigan 49015,  
QUIT CLAIMS TO             Road Commission of Kalamazoo County, a Michigan Road  
  Commission,  
WHOSE ADDRESS IS           4400 South 26<sup>th</sup> Street, Kalamazoo, Michigan 49048,

the following described premises located in the Township of Texas, County of Kalamazoo, State of Michigan:

See attached Exhibit A

Together with all improvements, appurtenances, tenements and hereditaments thereto.

for the sum of:\$1.00.

The premises may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

The Grantor grants to the Grantee the right to make all divisions under section 108 of the land division act, Act No. 288 of the Public Acts of 1967.

This transfer is exempt from all transfer taxes under MCL 207.505(a) and MCL 207.526(a) because the value of the consideration is less than \$100.00.

Dated this 10th day of November, 2025.

*Scott Ganton*

By: Vineyard Real Estate, LLC

Print Name: Scott Ganton

Its: President

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF Kalamazoo )

On this 10th day of November, 2025, before me, a Notary Public, in and for said County, personally appeared the above-named Scott Ganton the President of Vineyard Real Estate, LLC, and made oath that he/she has read the foregoing Quit Claim Deed by him/her signed and acknowledge(s) the same to be his/her free act and deed on behalf of Vineyard Real Estate, LLC.

Jill M. Quemada  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF Kalamazoo  
My Commission Expires 01/01/2028  
Acting in the County of Kalamazoo

*Jill M. Quemada*  
Jill M. Quemada, Notary Public  
Kalamazoo County, State of Michigan  
My Commission Expires: 01/01/2028

PREPARED BY/RETURN TO:  
Scott H. Hogan (P41921)  
FOSTER, SWIFT, COLLINS & SMITH, PC  
1700 E. Beltline Avenue NE, Suite 200  
Grand Rapids, MI 49525  
(616) 726-2200



**EXHIBIT A**

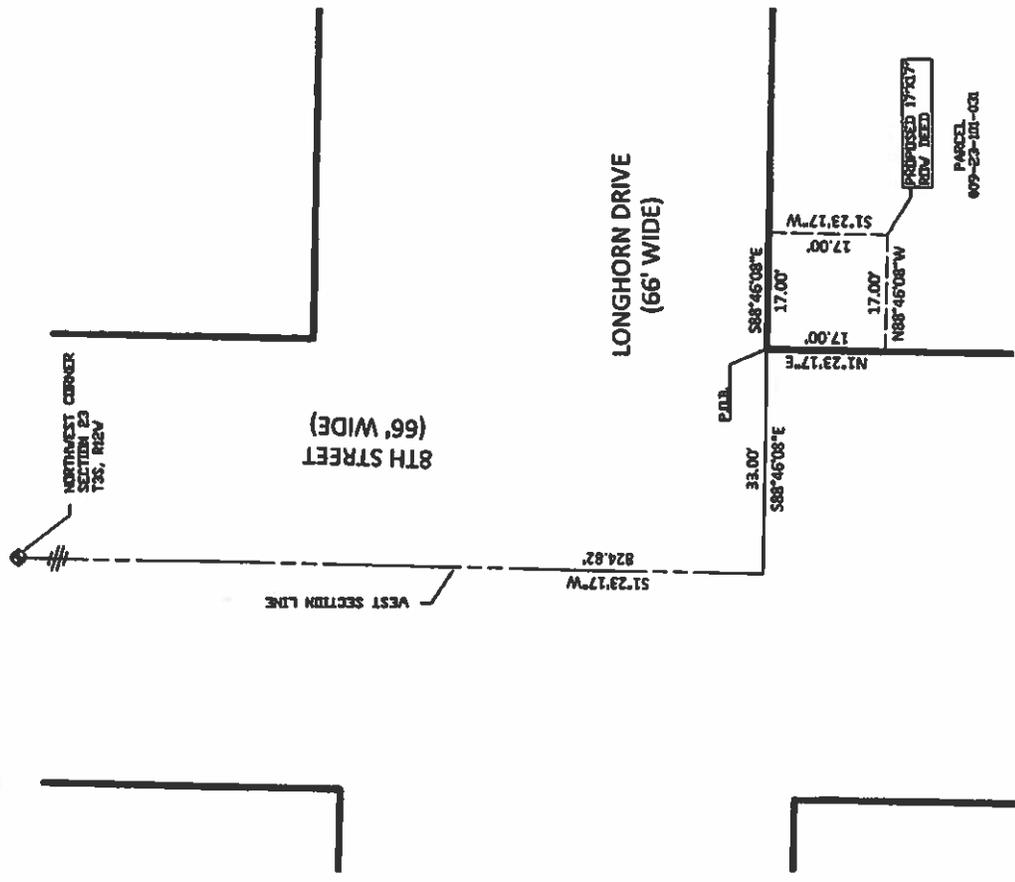


SCALE: 1" = 20'



### 17'X17' ROW DEED DESCRIPTION

PART OF THE NORTHWEST 1/4 OF SECTION 23, T.1S, R.12W, TEXAS TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE S1°23'17" W ALONG THE WEST LINE OF SAID SECTION 824.82 FEET; THENCE S88°46'08" E 33.00 FEET TO THE EAST RIGHT OF WAY LINE OF 8TH STREET AND THE PLACE OF BEGINNING OF THE EASEMENT; THENCE S88°46'08" E 17.00 FEET; THENCE S1°23'17" W 17.00 FEET; THENCE N88°46'08" W 17.00 FEET; THENCE N1°23'17" E 17.00 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING. EASEMENT CONTAINING 0.01 ACRES



Byron Center, MI  
(616) 277-2185  
Kalamazoo, MI  
(269) 667-7120

**Vriesman  
& Korhorn**  
www.vkchl.com

**TEXAS DDA**  
17'X17' ROW DEED  
8/28/2025  
916

**SECOND AMENDED AND RESTATED  
DRAINAGE EASEMENT**

This Second Amended and Restated Drainage Easement (the "Agreement") shall be effective as of \_\_\_ day of \_\_\_\_\_, 2025 between **CLLH, LLC**, a Michigan limited liability company of 6781 West Q Ave., Kalamazoo, Michigan 49009 ("CLLH"), **DSG Opportunities, LLC**, a Michigan limited liability company, of 8136 Shooting Star Ln., Kalamazoo, Michigan 49009 ("DSG"), **Texas Corners Investment LLC**, a Michigan limited liability company, of 8132 Merchant Place, Portage, Michigan 49002 ("TCI"), the **Charter Township of Texas**, a Michigan municipal corporation, of 7110 West Q Avenue, Kalamazoo, Michigan 49009 (the "Township") and **MIST 5 Properties, LLC**, a Michigan limited liability company of 361 Pepper, Mattawan, MI 49071 (MIST 5) on the terms and conditions stated below:

1. **Background.** All five parties own adjacent parcels of land in Texas Township, Kalamazoo County, Michigan. CLLH is the owner in fee title of the parcel of property described on the attached Exhibit A (the "Easement Property"). DSG, TCI, the Township and MIST 5 each own property that is adjacent to the Easement Property, which properties are described on the attached Exhibit B (collectively the "Benefited Parcels" and individually a "Benefited Parcel"). In addition, the Township owns a road known as Longhorn Drive (see attached map, Exhibit C) and is also granted the right to drain from Longhorn Drive into the stormwater retention pond located on the Easement Property. On July 13, 2021, CLLH, DSG and TCI entered into a Drainage Easement recorded with the Kalamazoo County Register of Deeds on September 16, 2021, as Instrument No. 2021-037096. The parties wish to amend and restate that easement agreement to add the Township's and MIST 5's real property as Benefited Parcels. This Agreement restates and amends the prior Drainage Easement, as amended in an amendment dated November 1, 2022 and recorded with the Kalamazoo County Register of Deeds on February 3, 2023 as Instrument No. 2023-002768.

2. **Grant.** To provide for storm water drainage on the respective parcels, CLLH grants a perpetual, irrevocable and nonexclusive easement to TCI, DSG, the Township and MIST 5 for the use of a certain storm water retention pond located on the Easement Property. This Agreement is intended to provide for that storm water drainage easement.

3. **Consideration.** The consideration given for this storm water drainage easement agreement is the mutual promises and conveyances of their respective parties to create this storm water drainage easement. The consideration is less than \$100 and this Agreement is exempt from transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

4. **Grant of Easement.** CLLH grants to DSG, TCI, the Township and MIST 5 the right to drain and flow storm water surface runoff across their respective parcels into the retention pond on the Easement Property. The Easement may be used by the owners of each of the Benefited Parcels for the purposes of flowing surface storm water drainage only and shall not be used for any other purpose. The owner of a Benefited Parcel may enter onto the Easement Property only to remove obstructions to the flowage of the storm water in the Easement.

5. **Interest in Realty.** The Easement granted by this Agreement shall be for use of the Benefited Parcels over and across the Easement Property and shall be an appurtenance to each of the Benefited Parcels and run with the land.

6. **Insurance.** The owner of each parcel shall obtain liability insurance as part of its owner's policy for each Benefited Parcel to cover any liabilities that arise as a result of the use by the owner of each Benefited Parcel of the Easement and the owner of each Benefited Parcel's liability policy shall name the owner of the Easement Property as an insured party for the owner of the Benefited Parcel's use of the Easement.

7. **Maintenance.** CLLH, DSG, TCI, the Township and MIST 5 shall each be responsible for one-fifth (1/5) of the costs, if any, of maintaining, repair, and replacing in good condition and in compliance with all applicable laws, ordinances, and regulations the retention pond on the Easement Property. CLLH will notify the parties hereto of any proposed maintenance in advance of the work to be performed.

8. **Initial construction.** The parties agree that the removal of trees on the Burdened Parcel may be necessary to run the drainage lines to direct flow from a Benefited Parcel to the Burdened Parcel. CLLH shall remove and relocate any trees so identified. The specific Benefited Parcel owner, upon completion of their lines to the Burdened Parcel, shall replace, at their sole cost, all such trees, irrigation removed for their construction purposes. Restoration including hydro seeding and mulching of trees. Restoration work shall be completed within sixty (60) days of completion the above drainage lines to the Burdened Parcel.

9. **Indemnification.** The owner of each parcel agrees to indemnify and hold the owner of the other parcels harmless from any and all claims, debts, causes of actions, or judgments for any damage to any property or injury to any person that may arise out of any of the owner of a Benefited Parcel's actions within, use of, or around the Easement, by itself, its agents, employees, representatives, and contractors. This provision shall survive the termination of this Agreement.

10. **Whole Agreement.** This Agreement contains the entire understanding of the parties regarding the conveyance of this easement and the parties acknowledge that there have been no representations or understandings other than those expressly set forth in this Agreement.

11. **Modification.** Any waiver, alteration, or modification of any of the provisions of this Agreement shall not be valid unless in writing and signed by the parties.

12. **Parties Bound.** The terms and conditions of this Agreement shall bind and benefit the heirs, personal representatives, successors, and assigns of the parties.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and venue for any disputes for this Agreement shall lie in Kalamazoo, Michigan.

14. **Severability.** If any term, covenant, or condition of this Agreement or the application of which to any party or circumstance shall be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall be effective, and each term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.

15. **Notice.** Except as otherwise provided, all notices required under this Agreement shall be effective only if in writing or in a form of electronic or facsimile transmission that provides evidence of receipt and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this Agreement. Either party may change its address by giving notice of the change or a new facsimile transmission number to the other as provided in this section.

16. **Exhibits.** The following exhibits are attached to and are a part of this Agreement:

Exhibit A: Legal Description of Easement Property

Exhibit B: Legal Descriptions of Benefited Parcels

17. **Effective Date.** This Agreement shall be effective as of the date set forth at the beginning of this Agreement.

18. **Mortgage Consent.** If any of the property subject to this Agreement is encumbered by a mortgage, the applicable property owner has obtained and attached hereto the agreement of the mortgagee to subordinate its mortgage to this Agreement.

(Signature Pages to Follow)

CLLH, LLC

By: [Signature]  
Print Name: Larry Loeks  
Its: Member

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF Kalamazoo )

Acknowledged before me in Kalamazoo County, Michigan on 11/03, 2025, by Larry Loeks, Member of CLLH, LLC on behalf of the company

Jill M. Quemada  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF Kalamazoo  
My Commission Expires 01/01/2028  
Acting in the County of Kalamazoo

[Signature]  
Jill M. Quemada  
Notary Public, Kalamazoo County, MI  
My commission expires: 01/01/2028  
Acting in Kalamazoo County, MI

DSG OPPORTUNITIES, LLC

By: \_\_\_\_\_  
Print Name: David Groendyk  
Its: Member

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

Acknowledged before me in \_\_\_\_\_ County, Michigan on \_\_\_\_\_, 2025, by David Groendyk, Member of DSG OPPORTUNITIES, LLC on behalf of the company.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, MI

*Kalamazoo*

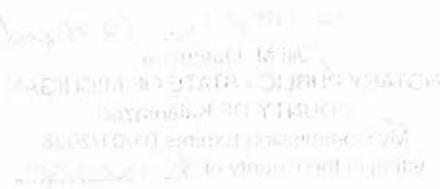
**TEXAS CORNERS INVESTMENTS,**  
a Michigan limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN            )  
  )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2025, by \_\_\_\_\_,  
as a \_\_\_\_\_ of Texas Corners Investments, LLC, a Michigan limited liability company, on  
behalf of the company.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, MI



**CHARTER TOWNSHIP OF TEXAS**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

And By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MICHIGAN            )  
  )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2025, by \_\_\_\_\_,  
\_\_\_\_\_ and \_\_\_\_\_, \_\_\_\_\_ of Charter Township of Texas, on behalf of the  
Township.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My commission expires: \_\_\_\_\_  
Acting in \_\_\_\_\_ County, MI

**MIST 5 Properties, LLC,**  
a Michigan limited liability company

By: Steven R. Bosch  
Print Name: STEVEN R. BOSCH  
Its: Member

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF Kalamazoo )

The foregoing instrument was acknowledged before me on October 7<sup>th</sup>, 2025, by Steven R. Bosch, as a Member of MIST 5 Properties, LLC, a Michigan limited liability company, on behalf of the company.

Jill M. Quemada  
Jill M. Quemada  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF Kalamazoo  
My Commission Expires 01/01/2028  
Acting in the County of Kalamazoo

Prepared by/Return to:  
Scott H. Hogan  
Foster Swift Collins & Smith PC  
1700 East Beltline, N.E., Suite 200  
Grand Rapids, MI 49525-7044  
Telephone: (616) 726-2207

**EXHIBIT A**

**(EASEMENT PROPERTY)**

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 22, TOWN, 03 SOUTH, RANGE 12 WEST; THENCE ALONG THE NORTH LINE OF SECTION 22, SOUTH 89 DEGREES 15 MINUTES 50 SECONDS EAST 1023.87 FEET TO THE NORTHERLY EXTENSION OF THE MONUMENTED EAST LINE OF THE PLAT OF TEXAS HEIGHTS NO. 2; THENCE ALONG SAID EAST LINE AND THE NORTHERLY EXTENSION THEREOF, SOUTH 01 DEGREE 22 MINUTES 49 SECONDS WEST 543.06 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 01 SECONDS EAST 678.95 FEET TO THE WEST LINE OF LANDS DESCRIBED IN A WARRANTY DEED RECORDED IN LIBER 2018 PAGE 626 KALAMAZOO COUNTY RECORDS; THENCE ALONG SAID WEST LINE, SOUTH 01 DEGREE 23 MINUTES 00 SECONDS WEST 253.06 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 37 MINUTES 01 SECONDS EAST 298.02 FEET; THENCE NORTH 01 DEGREE 22 MINUTES 26 SECONDS EAST 66.65 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 50 SECONDS EAST 40.00 FEET TO THE EAST LINE OF LANDS DESCRIBED IN A WARRANTY DEED RECORDED IN UBER 2018 PAGE 626 KALAMAZOO COUNTY RECORDS; THENCE ALONG SAID EAST LINE, SOUTH 01 DEGREE 22 MINUTES 26 SECONDS WEST 557.91 FEET; THENCE ALONG THE MONUMENTED NORTH LINE OF LOTS THREE THROUGH THIRTEEN OF SAID PLAT, NORTH 88 DEGREES 37 MINUTES 01 SECONDS WEST 338.10 FEET; THENCE NORTH 01 DEGREES 23 MINUTES 00 SECONDS EAST 490.49 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B**

**(BENEFITED PARCELS)**

**DSG OPPORTUNITIES PROPERTY**

COMMENCING AT THE NORTH 1/4 POST OF SECTION 22, TOWN 03 SOUTH, RANGE 12 WEST AND RUNNING THENCE SOUTH 89 DEGREES 20 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 1703.04 FEET TO A POINT 944.56 FEET WESTERLY OF THE NORTHEAST CORNER OF SAID SECTION; THENCE CONTINUING SOUTH 89 DEGREES 20 MINUTES 30 SECONDS EAST ALONG SAID NORTH LINE 350.56 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 23 MINUTES 14 SECONDS WEST 600.47 FEET; THENCE SOUTH 89 DEGREES 15 MINUTES 50 SECONDS EAST 56.40 FEET; THENCE SOUTH 00 DEGREES 44 MINUTES 24 SECONDS WEST 140.00'; THENCE NORTH 89 DEGREES 15 MINUTES 50 SECONDS WEST 110.78 FEET; THENCE SOUTH 01 DEGREES 22 MINUTES 26 SECONDS WEST 66.65 FEET; THENCE NORTH 88 DEGREES 37 MINUTES 01 SECONDS WEST 298.02 FEET; THENCE NORTH 01 DEGREES 23 MINUTES 00 SECONDS EAST 809.79 FEET TO THE POINT OF BEGINNING.

**TEXAS CORNERS INVESTMENT, LLC PROPERTY**

A PARCEL DESCRIBED AS FOLLOWS: TOWNSHIP OF TEXAS, COUNTY OF KALAMAZOO, STATE OF MICHIGAN PART OF THE NORTHEAST 1/4 OF SECTION 22, TOWN 03 SOUTH, RANGE 12 WEST, TEXAS TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 22; THENCE ALONG THE NORTH LINE OF SAID SECTION 22, SOUTH 89 DEGREES 15 MINUTES 50 SECONDS EAST 1702.89 FEET (PREVIOUSLY DESCRIBED AS NORTH 89 DEGREES 20 MINUTES 30 SECONDS EAST 1703.04 FEET) FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89 DEGREES 15 MINUTES 50 SECONDS EAST 105.89 FEET; THENCE SOUTH 00 DEGREES 44 MINUTES 10 SECONDS WEST 121.33 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 54 SECONDS EAST 49.68 FEET; THENCE SOUTH 01 DEGREES 21 MINUTES 26 SECONDS WEST 100.01 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 08 SECONDS EAST 127.77 FEET; THENCE SOUTH 01 DEGREES 21 MINUTES 26 SECONDS WEST 372.63 FEET; THENCE NORTH 89 DEGREES 17 MINUTES 32 SECONDS WEST 284.92 FEET; THENCE NORTH 01 DEGREES 23 MINUTES 00 SECONDS EAST (PREVIOUSLY DESCRIBED AS NORTH 01 DEGREES 23 MINUTES 14 SECONDS EAST) 593.85 FEET TO THE NORTH LINE OF SAID SECTION 22 AND THE POINT OF BEGINNING.

**CHARTER TOWNSHIP OF TEXAS PROPERTY**

LAND SITUATED IN THE TOWNSHIP OF TEXAS, COUNTY OF KALAMAZOO, STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF SECTION 23, TOWN 3 SOUTH, RANGE 12 WEST, 1364.04 FEET, SOUTH 89°15'50" OF THE NORTH ¼ POST; THENCE SOUTH 89°15'50" EAST ALONG THE NORTH LINE 338.85 FEET; THENCE SOUTH 01°23'00" WEST THEREON 550.73 FEET; THENCE NORTH 88°37'01" WEST 338.88 FEET; THENCE NORTHERLY TO BEGINNING.

**MIST 5 PROPERTIES, LLC**

PART OF THE NORTHEAST 1/4 OF SECTION 22, TOWN 03 SOUTH, RANGE 12 WEST, TEXAS CHARTER TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 22; THENCE ALONG THE NORTH LINE OF SAID SECTION 22, SOUTH 89 DEGREES 15 MINUTES 50 SECONDS EAST 1024.02 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89 DEGREES 15 MINUTES 50 SECONDS EAST 340.02 FEET; THENCE SOUTH 01 DEGREES 23 MINUTES 14 SECONDS WEST 546.90 FEET TO A LINE COMMON WITH BELLE MEADE COTTAGE LIVING; THENCE ALONG SAID COMMON LINE, NORTH 88 DEGREES 37 MINUTES 00 SECONDS WEST 340.08 FEET; THENCE NORTH 01 DEGREES 23 MINUTES 47 SECONDS EAST 543.06 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 4.25± ACRES (185,315± SQ. FT.). SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHT OF WAYS APPARENT AND OF RECORD.

**EXHIBIT C**  
**(LONGHORN DRIVE)**



**BOARD AGENDA ITEM**

**BOARD MEETING DATE:** December 22, 2025  
**DEPARTMENT/COMMITTEE:** Administration  
**SUBJECT:** Longhorn Drive Development Agreement  
**SPECIFIC ACTION REQUESTED:** **Approve Longhorn Drive Development Agreement**  
**TIME FRAME:** ASAP  
**FUNDING SOURCE:** Fund 233 – Longhorn Drive (Primary) with Contributions from DDA Fund (248), Capital Improvement Fund (405), Sewer Fund (403) and Water Fund (404)  
**IS THIS A BUDGETED ITEM?** Yes **Account # (if known): Fund 233**  
**NEW OR RENEWAL?** New

**OTHER PERTINENT INFORMATION:** The Township and the Downtown Development Authority (DDA) have negotiated a Development Agreement governing the construction of Longhorn Drive. The agreement outlines the parameters for construction, funding coordination, and long-term maintenance responsibilities.

The Development Agreement was discussed with the Township Board at the Committee of the Whole meetings on August 25 and September 22. The DDA approved the agreement on August 28, with revisions incorporated and reflected in the attached redlined version. We are seeking formal approval of the final agreement from the Township Board. The Township’s cash contributions will be made from the Capital Improvement Fund with \$150,000 transferred in 2025 and \$150,000 transferred in 2026.

**Previous TB Approvals:**

- March 24, 2025: Approval of \$300,000 contribution to project (Capital Improvement Fund)
- April 28, 2025: Approval of NTE amount of \$211,837.50 for Sewer & Water Connection
- July 28, 2025: Approve bid specs for Longhorn Drive
- August 25, 2025: Approve agreement with VK Civil for Construction Administration

**Sample Motion for Consideration:** *Motion to approve the Development Agreement between the Township and the Downtown Development Authority for construction of Longhorn Drive and authorize the Supervisor to execute the agreement on behalf of the Township.*

**PERSON SUBMITTING:** Superintendent’s Office

<b><u>For Board Use Only:</u></b>													
This requires <b>voice vote:</b>		Yes	No	This requires <b>roll-call vote:</b>		Yes	No						
Beutel	_____	Boven	_____	Hammon	_____	Koop	_____	Meinema	_____	O’Neill	_____	O’Rourke	_____

## Development Agreement for Longhorn Drive

This Development Agreement for Longhorn Drive (“Agreement”) is entered into by the Texas Charter Township, a Michigan municipal corporation located at 7227 West Q Avenue, Kalamazoo, Michigan 49009 (“Township”), and the Texas Township Downtown Development Authority, a municipal authority located at 7227 West Q Avenue, Kalamazoo, Michigan 49009 (“DDA”), on the Effective Date.

### **Background**

1. The Township and the DDA desire to develop a new Township road and related improvements known generally as Longhorn Drive (the “Project”), with the road running between Shooting Star Lane and Vineyard Parkway, as depicted on the attached Exhibit A, as may be amended by the Township Board.

2. The Project will require the construction of infrastructure, including roads, drainage easements, street lighting, utilities, trees, sidewalks and other amenities, as further described on Exhibit A, as may be amended.

3. The parties enter into this Agreement to set forth their obligations with respect to the Project, with such obligations being subject to certain conditions described below.

NOW, THEREFORE, the parties agree as follows:

### **Agreement**

#### **1. Project Plan.**

- a. *Approvals Required.* The Township Board must approve the plans (the “Plans”) for the Project as described on Exhibit A, as may be amended by the Township Board.
- b. *Approval as Condition Precedent.* The parties’ obligations under this Agreement are expressly conditioned on approval of this Agreement.

#### **2. Conditional Obligations of Developer.** If the Township approves the Plans, then the Township will:

- a. *Construction of Road and Related Improvements.* The Township will construct a road that connects Shooting Star Lane with Vineyard Parkway, and all related improvements as shown on the Plans (“Road”). The Road will be paved and located within a right-of-way that is at least 66 feet in width as shown on the Plans but will generally be located as depicted by the solid lines shown along the Road on Exhibit A. The Road will generally be constructed according to the standards for public roads required by the Road Commission of Kalamazoo County (“RCKC”). Upon completion of construction, and provided the Road is constructed according to the

Plans, the Road will be accepted by the Township as a road open to the general public.

- b. *Timing.* The Township will commence construction of the Road, along with the water and sewer infrastructure discussed below and the related improvements shown on the Plans, within 12 months after full execution of this Agreement. The water and sewer infrastructure in the right of way of the Road will have the specifications set forth in the Plans. The water and sewer infrastructure will be property of the Township. Commencement of construction is also contingent upon the Township obtaining all easements, deeds, contracts, permits and approvals necessary for construction of the Project. The Township will proceed diligently to obtain such deeds, easements, contracts, permits and approvals; provided, however, if the Township is unable to obtain such deeds, easements, contracts, permits and approvals within a reasonable time (as determined by the Township), the Township may terminate the Project and this Agreement by written notice to the DDA.
- 3. Obligations of the Township and DDA.** If the Township Board and the DDA approve the Plans as submitted or as amended, then the Township and the DDA are bound as follows:
- a. The total cost of the Project is estimated to be \$1,899,277.68. Of those costs, the Township will contribute \$300,000, to construct the Road, payable in two payments of \$150,000 each to be made no later than October 1, 2025, and October 1, 2026, as well as a contribution not to exceed \$211,837.50 for water and sewer infrastructure, subject to adjustment as determined by the Township Board; the DDA will contribute \$500,000 according to the following schedule: \$300,000 contributed by December 31, 2025 and \$200,000 contributed by March 15, 2026. The remaining costs of the Project will be paid through funds obtained under an Installment Purchase Agreement (“IPA”) under Michigan Public Act 99 of 1933, as amended. If the actual costs are greater than the estimated costs, the amounts contributed by the Township and DDA will remain the same and the additional costs shall be paid through funds obtained under the IPA.
  - b. Until such time as the IPA is paid in full, the DDA will pay the principal and interest to the Township, one month before payment is due under the IPA, in an amount sufficient for the Township to make that payment to the holder of the IPA. Any IPA proceeds remaining up to \$30,000 upon completion of the construction of the Project may be retained by the Township for maintenance of the road, or as otherwise permitted by law.
  - c. After completion of the Project, the Township will maintain and repair the Project, including snowplowing and lawn care, in good condition, reasonable wear and tear excepted, and pay all utility costs for street lighting. The DDA will reimburse the Township on demand, at least once per year, the costs of such maintenance, repair and utilities. The Township, in its discretion, may contract the maintenance and repair obligation to a third party.

- d. If the DDA defaults under this Agreement, the DDA authorizes the Township to withhold tax capture money otherwise payable to the DDA and apply the withheld funds to the payment obligations of the DDA under this Agreement.

#### **4. Other Provisions**

- a. *No Partnership, Joint Venture, or Third-Party Beneficiaries.* Nothing in this Agreement is intended to create a partnership, joint authority, joint venture, or joint enterprise by any of the parties. There are no third-party beneficiaries to this Agreement.
- b. *Binding Agreement.* This Agreement is binding on the parties, their successors, and assigns.
- c. *Governing Law.* This Agreement is governed by Michigan law. Nothing in this Agreement shall be construed to affect the parties' governmental immunity from any and all claims related to the public road or otherwise.
- d. *Counterparts.* This Agreement may be executed in one or more counterparts, all of which together are deemed to be one complete document.
- e. *Severability.* If any provision of this Agreement is deemed unenforceable, the remaining provisions of this Agreement are nevertheless valid and binding.
- f. *Amendment; Merger.* This Agreement contains the entire understanding and agreement between the parties with respect to the subject of this Agreement and cannot be amended or modified except by a written agreement signed by all parties. Any prior oral or written agreements between the parties regarding the Project are merged into this Agreement.
- g. *Effective Date.* The Effective Date of this Agreement is the date that the last party signs this Agreement.

[Signatures on Following Pages]

**Texas Charter Township**

**Texas Township Downtown Development Authority**

**By:**

\_\_\_\_\_

**By:**

\_\_\_\_\_

**Its:**

\_\_\_\_\_

**Its:**

\_\_\_\_\_

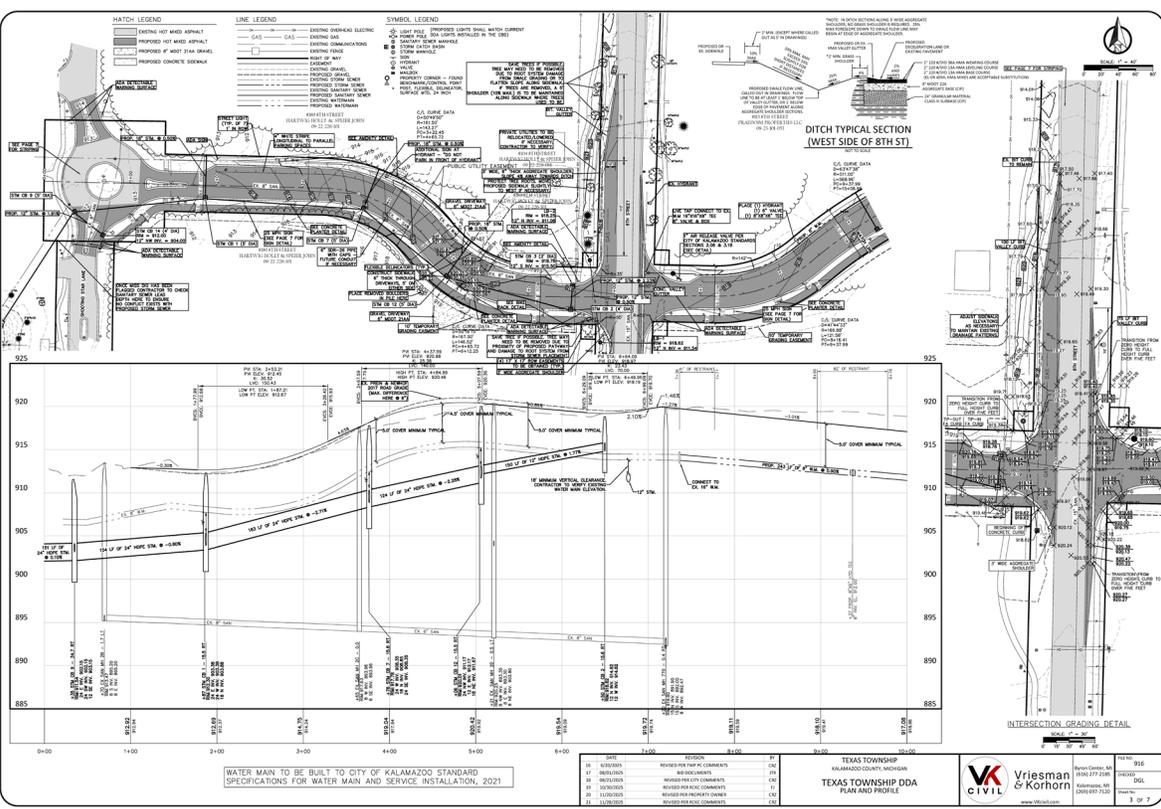
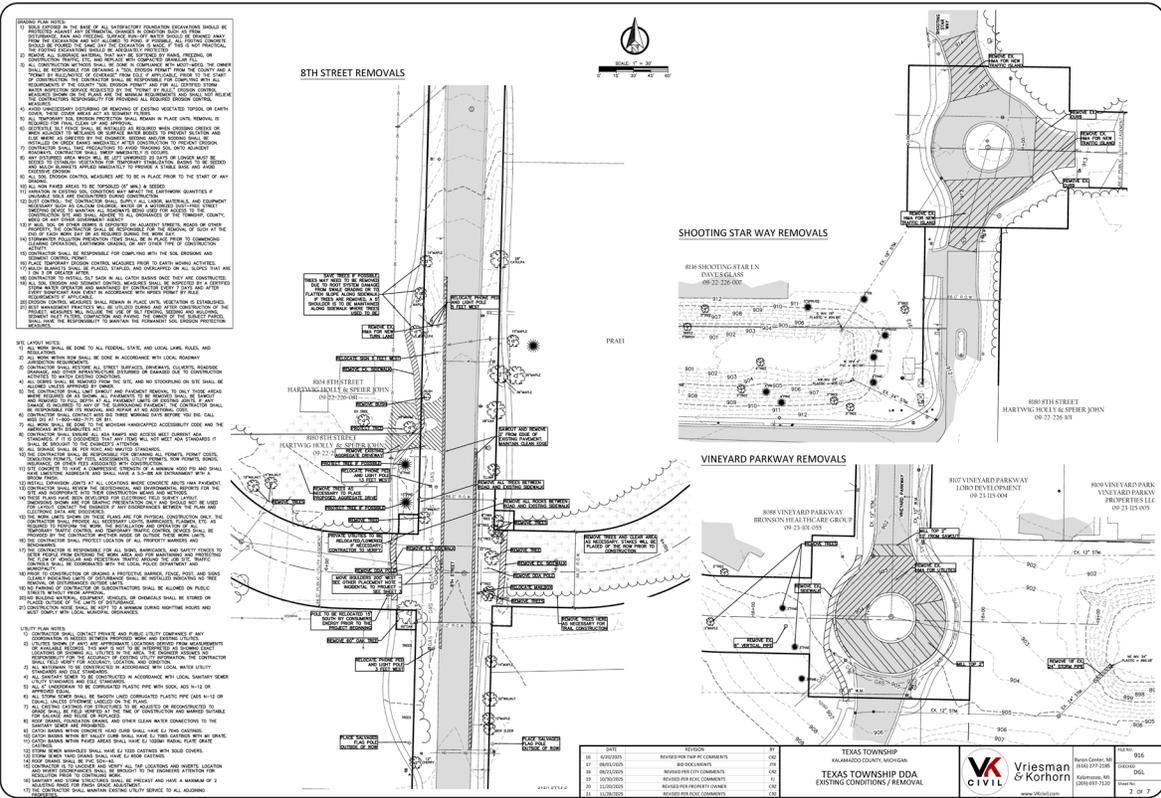
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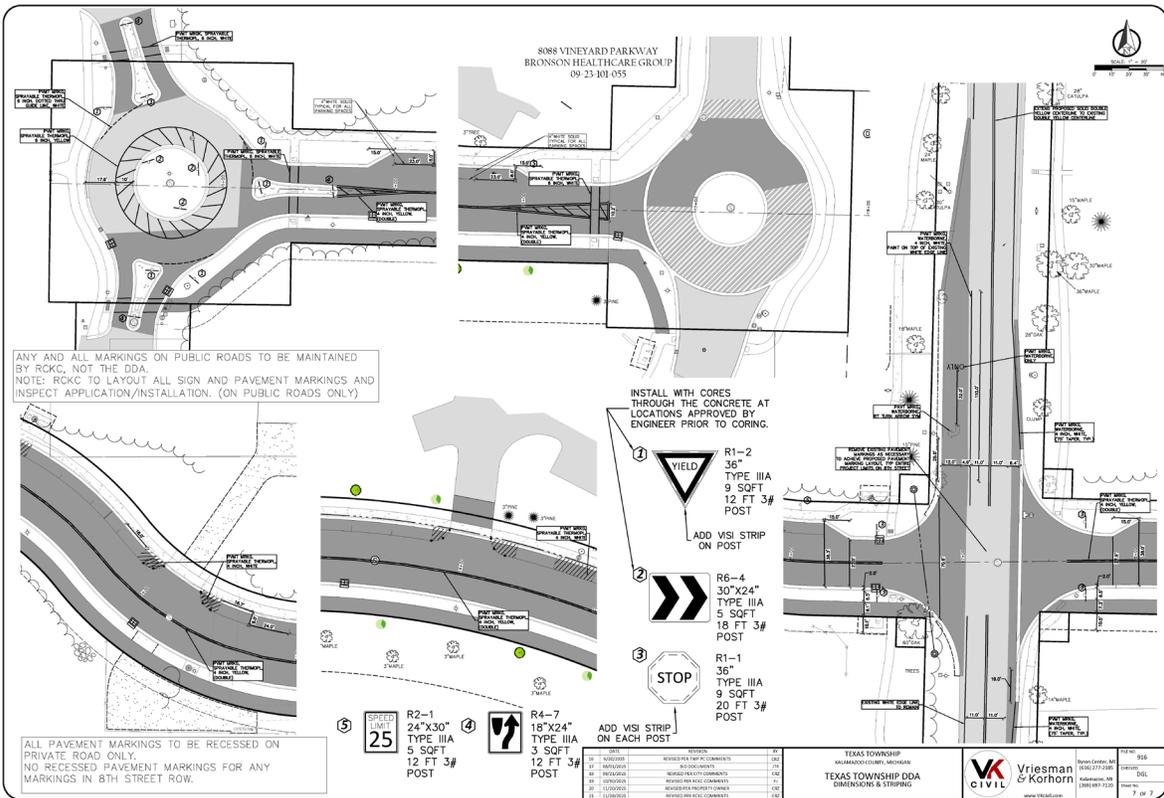
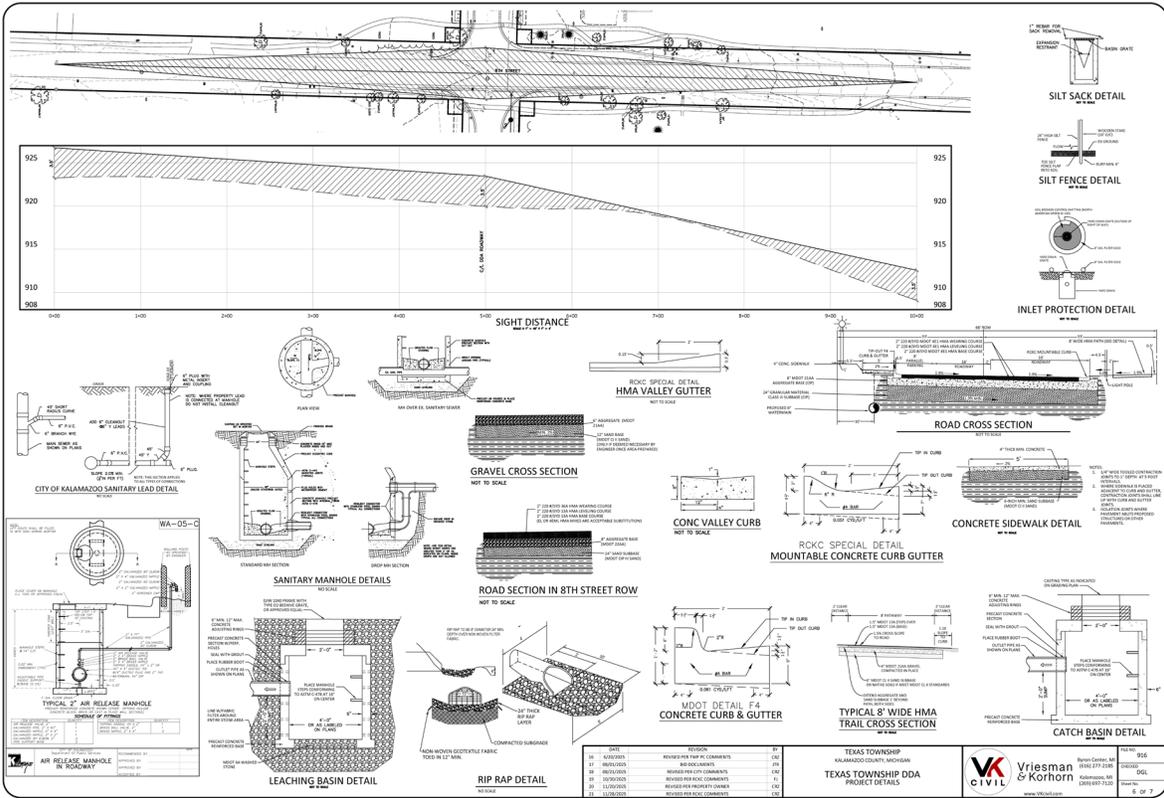
**Date:**

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## **Development Agreement for Longhorn Drive**

This Development Agreement for Longhorn Drive (“Agreement”) is entered into by the Texas Charter Township, a Michigan municipal corporation located at 7227 West Q Avenue, Kalamazoo, Michigan 49009 (“Township”), and the Texas Township Downtown Development Authority, a municipal authority located at 7227 West Q Avenue, Kalamazoo, Michigan 49009 (“DDA”), on the Effective Date.

### **Background**

1. The Township and the DDA desire to develop a new Township road and related improvements known generally as Longhorn Drive (the “Project”), with the road running between Shooting Star Lane and Vineyard Parkway, as depicted on the attached Exhibit A, as may be amended by the Township Board.
2. The Project will require the construction of infrastructure, including roads, drainage easements, street lighting, utilities, trees, sidewalks and other amenities, as further described on Exhibit A, as may be amended.
3. The parties enter into this Agreement to set forth their obligations with respect to the Project, with such obligations being subject to certain conditions described below.

NOW, THEREFORE, the parties agree as follows:

### **Agreement**

#### **1. Project Plan.**

- a. *Approvals Required.* The Township Board must approve the plans (the “Plans”) for the Project as described on Exhibit A, as may be amended by the Township Board.
- b. *Approval as Condition Precedent.* The parties’ obligations under this Agreement are expressly conditioned on approval of this Agreement.

#### **2. Conditional Obligations of Developer.** If the Township approves the Plans, then the Township will:

- a. *Construction of Road and Related Improvements.* The Township will construct a road that connects Shooting Star Lane with Vineyard Parkway, and all related improvements as shown on the Plans (“Road”). The Road will be paved and located within a right-of-way that is at least 66 feet in width as shown on the Plans but will generally be located as depicted by the solid lines shown along the Road on Exhibit A. The Road will generally be constructed according to the standards for public roads required by the Road Commission of Kalamazoo County (“RCKC”). Upon completion of construction, and provided the Road is constructed according to the

Plans, the Road will be accepted by the Township as a road open to the general public.

- b. *Timing.* The Township will commence construction of the Road, along with the water and sewer infrastructure discussed below and the related improvements shown on the Plans, within 12 months after full execution of this Agreement. The water and sewer infrastructure in the right of way of the Road will have the specifications set forth in the Plans. The water and sewer infrastructure will be property of the Township. Commencement of construction is also contingent upon the Township obtaining all easements, deeds, contracts, permits and approvals necessary for construction of the Project. The Township will proceed diligently to obtain such deeds, easements, contracts, permits and approvals; provided, however, if the Township is unable to obtain such deeds, easements, contracts, permits and approvals within a reasonable time (as determined by the Township), the Township may terminate the Project and this Agreement by written notice to the DDA.

**3. Obligations of the Township and DDA.** If the Township Board and the DDA approve the Plans as submitted or as amended, then the Township and the DDA are bound as follows:

- a. The total cost of the Project is estimated to be \$1,899,277.68. Of those costs, the Township will contribute \$300,000, to construct the Road, payable in two payments of \$150,000 each to be made no later than October 1, 2025, and October 1, 2026, as well as a contribution not to exceed \$211,837.50 for water and sewer infrastructure, subject to adjustment as determined by the Township Board; the DDA will contribute ~~\$500,000 upon request of the Township according to the following schedule: \$300,000 contributed by December 31, 2025 and \$200,000 contributed by March 15, 2026.~~ The remaining costs of the Project will be paid through funds obtained under an Installment Purchase Agreement (“IPA”) under Michigan Public Act 99 of 1933, as amended. If the actual costs are greater than the estimated costs, the amounts contributed by the Township and DDA will remain the same and the additional costs shall be paid through funds obtained under the IPA.
- b. Until such time as the IPA is paid in full, the DDA will pay the principal and interest to the Township, one month before payment is due under the IPA, in an amount sufficient for the Township to make that payment to the holder of the IPA. Any IPA proceeds remaining up to \$30,000 upon completion of the construction of the Project may be retained by the Township for maintenance of the road, or as otherwise permitted by law.
- c. After completion of the Project, the Township will maintain and repair the Project, including snowplowing and lawn care, in good condition, reasonable wear and tear excepted, and pay all utility costs for street lighting. The DDA will reimburse the Township on demand, at least once per year, the costs of such maintenance, repair and utilities. The Township, in its discretion, may contract the maintenance and repair obligation to a third party.

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Commented [BH1]: DDA proposing this be capped at \$30,000 to remain in the construction fund; remaining proceeds be used to pay off debt service (if no penalties)

- d. If the DDA defaults under this Agreement, the DDA authorizes the Township to withhold tax capture money otherwise payable to the DDA and apply the withheld funds to the payment obligations of the DDA under this Agreement.

**4. Other Provisions**

- a. *No Partnership, Joint Venture, or Third-Party Beneficiaries.* Nothing in this Agreement is intended to create a partnership, joint authority, joint venture, or joint enterprise by any of the parties. There are no third-party beneficiaries to this Agreement.
- b. *Binding Agreement.* This Agreement is binding on the parties, their successors, and assigns.
- c. *Governing Law.* This Agreement is governed by Michigan law. Nothing in this Agreement shall be construed to affect the parties' governmental immunity from any and all claims related to the public road or otherwise.
- d. *Counterparts.* This Agreement may be executed in one or more counterparts, all of which together are deemed to be one complete document.
- e. *Severability.* If any provision of this Agreement is deemed unenforceable, the remaining provisions of this Agreement are nevertheless valid and binding.
- f. *Amendment; Merger.* This Agreement contains the entire understanding and agreement between the parties with respect to the subject of this Agreement and cannot be amended or modified except by a written agreement signed by all parties. Any prior oral or written agreements between the parties regarding the Project are merged into this Agreement.
- g. *Effective Date.* The Effective Date of this Agreement is the date that the last party signs this Agreement.

[Signatures on Following Pages]

**Texas Charter Township**

**By:**

\_\_\_\_\_

**Its:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Texas Township Downtown Development  
Authority**

**By:**

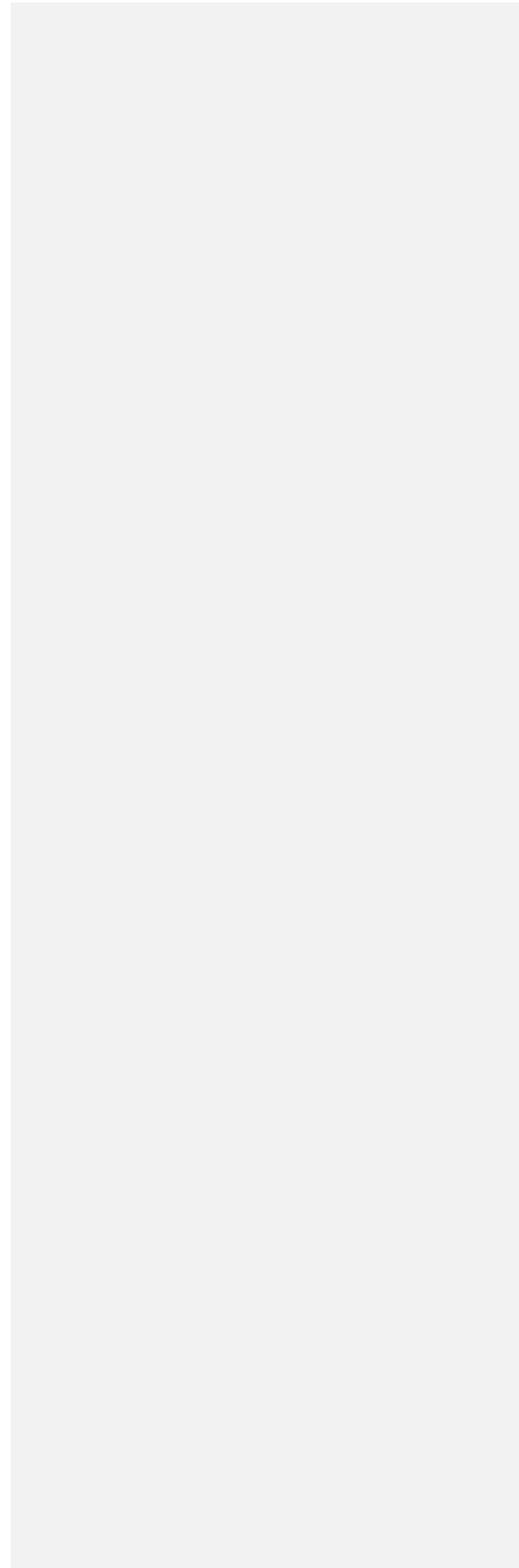
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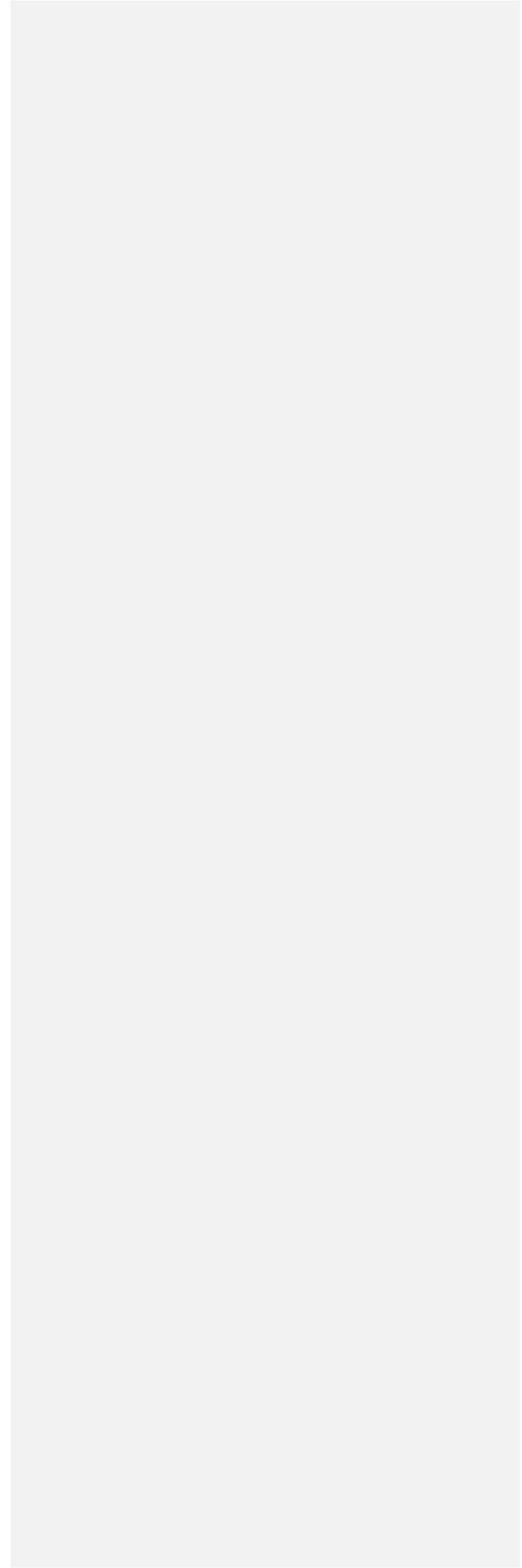
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**Date:**

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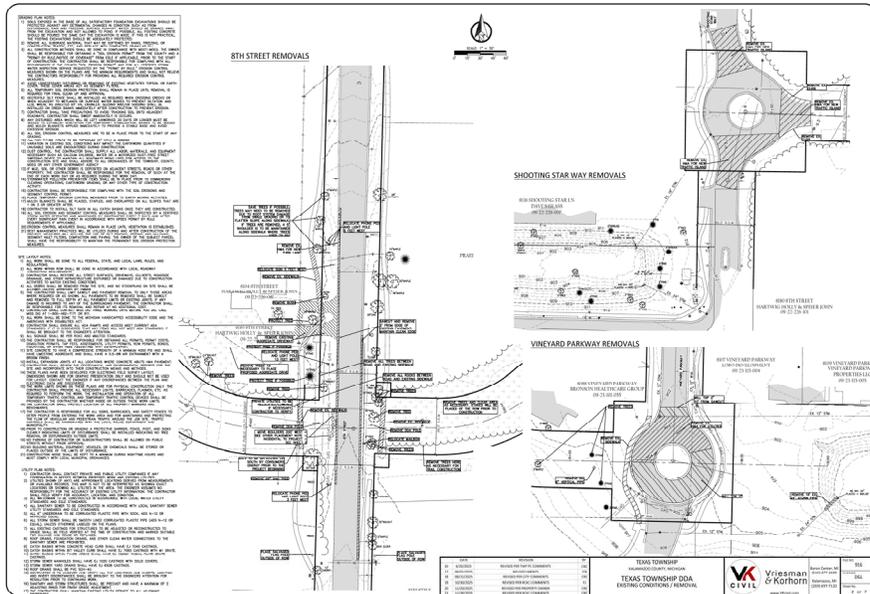
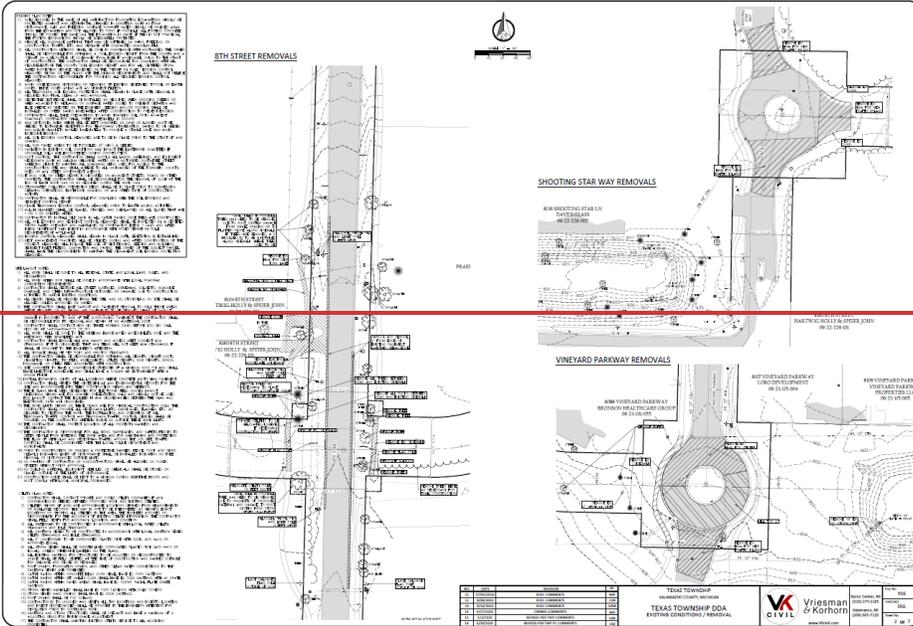


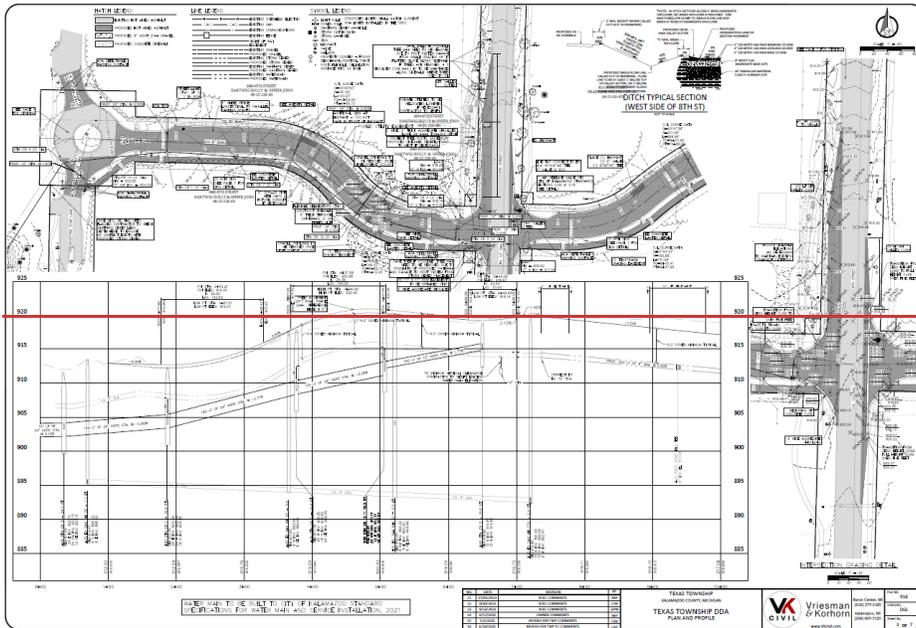
**EXHIBIT A**









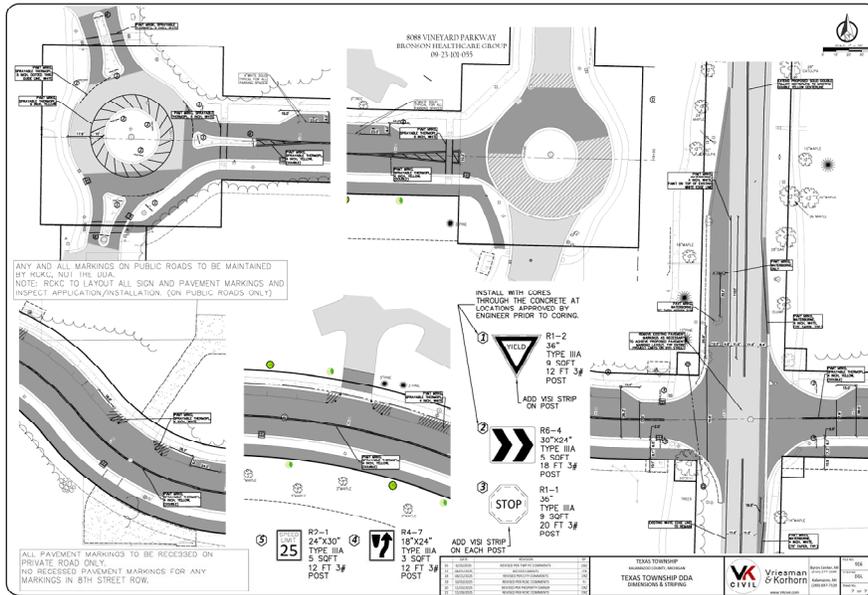


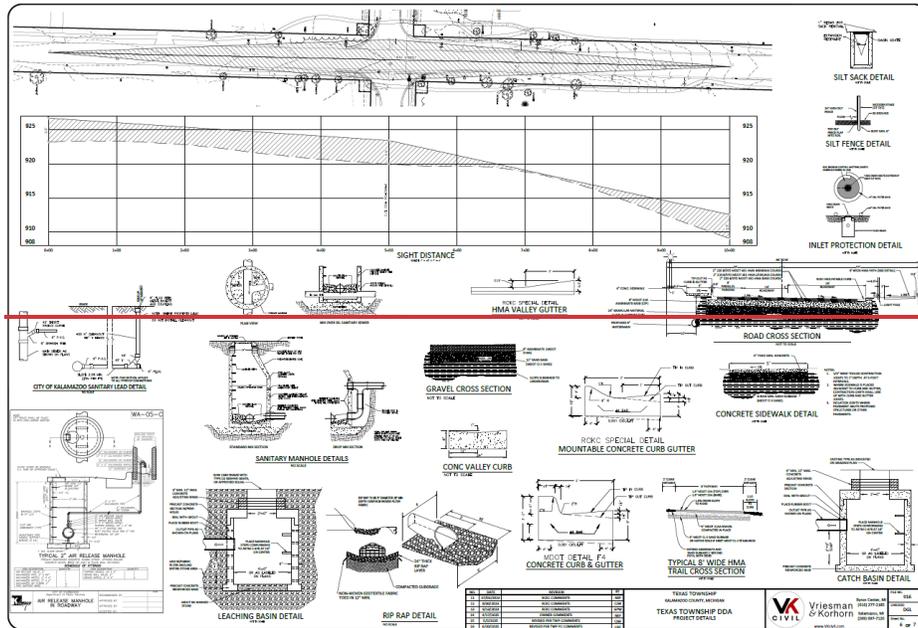
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**BOARD AGENDA ITEM**

**BOARD MEETING DATE:** December 22, 2025

**DEPARTMENT/COMMITTEE:** Administration

**SUBJECT:** Longhorn Drive Construction Bid & Contract

**SPECIFIC ACTION REQUESTED:** **Approve Longhorn Drive Construction Bid Award, Contract, and Contract Addendum No 1.**

**TIME FRAME:** ASAP

**FUNDING SOURCE:** Fund 233 – Longhorn Drive

**IS THIS A BUDGETED ITEM?** Yes **Account # (if known): Various**

**NEW OR RENEWAL?** New

**OTHER PERTINENT INFORMATION:** On July 28, 2025, the Township Board approved the bid specifications for the Longhorn Drive project and authorized solicitation of bids. At the bid opening held on August 27, 2025, the Township received three bids. Hoffman Brothers submitted the lowest responsive bid in the amount of \$1,503,273.20.

The bid has been reviewed by Dan Lewis of VK Civil and is recommended for approval. The only modification proposed at this time is the removal of the streetlighting scope of work (Line Item 49), as this portion of the project is planned to be coordinated separately with Mejeur Electric and will be brought forward for approval at a later date.

The Township is still in the process of acquiring necessary easements from adjacent property owners. Hoffman Brothers has indicated a desire to begin utility work on the east side of the roadway; however, further delays may result in additional project costs. Township legal counsel, Foster Swift, recommends that the Township Board accept the bid and award the contract subject to the following contingencies:

- Release of the RCKC permit, anticipated shortly following approval of the umbrella agreements on December 11, 2025
- Acquisition of required easements from property owners on the west side of the project area
- Final approval of easements from property owners on the east side of the project area

**For Board Use Only:**

This requires <b>voice vote</b> :	Yes	No	This requires <b>roll-call vote</b> :	Yes	No	
Beutel_____	Boven_____	Hammon_____	Koop_____	Meinema_____	O’Neill_____	O’Rourke_____

Awarding the contract with these contingencies will allow the project to remain under a single contract while providing flexibility to proceed with authorized work as remaining approvals and negotiations are finalized.

**Sample Motion for Consideration:** *Motion to accept the bid from Hoffman Brothers for the construction of Longhorn Drive in the amount of \$1,472,163.20 and approve the contract for construction, including Contract Addendum Number 1.*

**PERSON SUBMITTING:** Superintendent's Office

**For Board Use Only:**

This requires <b>voice vote:</b>	Yes	No	This requires <b>roll-call vote:</b>	Yes	No	
Beutel_____	Boven_____	Hammon_____	Koop_____	Meinema_____	O'Neill_____	O'Rourke_____

BID TAB

LONGHORN DRIVE  
916

TEXAS TOWNSHIP  
KALAMAZOO COUNTY, MICHIGAN  
AUGUST 27, 2025

NO	ITEM	ESTIMATED QUANTITY	UNIT	1st Low Bidder: <i>Hoffman Bros, INC</i>		2nd Low Bidder: <i>Balkema Excavating</i>		3rd Low Bidder: <i>H &amp; K Excavating</i>	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>MISCELLANEOUS CONTRACT ITEMS</b>									
1	Mobilization, Bonds, Permits, & Insurance (5% Maximum)	1	L. SUM	\$70,000.00	\$70,000.00	\$76,000.00	\$76,000.00	\$96,370.00	\$96,370.00
2	Traffic Control	1	L. SUM	\$30,000.00	\$30,000.00	\$32,777.00	\$32,777.00	\$18,000.00	\$18,000.00
<b>SANITARY</b>									
3	Furnish and Place 8" SDR-35, including sand backfill where required	537	LF	\$87.50	\$46,987.50	\$117.25	\$62,963.25	\$62.00	\$33,294.00
4	Furnish and Place Manhole, 48" dia.	3	EA	\$6,196.00	\$18,588.00	\$8,134.00	\$24,402.00	\$5,400.00	\$16,200.00
5	Connect to exiting stub	1	EA	\$446.00	\$446.00	\$2,188.00	\$2,188.00	\$10,000.00	\$10,000.00
5a	Furnish and Place 6" Sanitary Lateral SDR-35, including sand backfill where required	38	LF	\$114.90	\$4,366.20	\$128.90	\$4,898.20	\$100.00	\$3,800.00
<b>WATERMAIN</b>									
6	Furnish and Place 8" D.I. CL 52 Watermain, including sand backfill where required	867	LF	\$103.85	\$90,037.95	\$77.80	\$67,452.60	\$120.00	\$104,040.00
7	Furnish and Place New Hydrant (Complete)	3	EA	\$8,050.00	\$24,150.00	\$8,688.00	\$26,064.00	\$10,140.00	\$30,420.00
8	Furnish and Place 8" 11° Bend	2	EA	\$358.30	\$716.60	\$0.01	\$0.02	\$504.50	\$1,009.00
9	Furnish and Place 8" 22° Bend	1	EA	\$377.10	\$377.10	\$0.01	\$0.01	\$525.00	\$525.00
10	Furnish and Place 8" 45° Bend	1	EA	\$381.30	\$381.30	\$1,465.00	\$1,465.00	\$585.00	\$585.00
11	8" 90° Bend	1	EA	\$434.10	\$434.10	\$1,653.00	\$1,653.00	\$610.00	\$610.00
12	Connect to existing watermain at Vineyard	1	EA	\$2,957.00	\$2,957.00	\$2,596.00	\$2,596.00	\$10,000.00	\$10,000.00
13	Furnish and Place 16" x 16" x 8" Live Tapping Sleeve Tee & Valve	1	EA	\$8,402.00	\$8,402.00	\$1,503.00	\$1,503.00	\$8,000.00	\$8,000.00
14	Furnish and Place 8" x 8" x 6" Tee	3	EA	\$496.40	\$1,489.20	\$1,800.00	\$5,400.00	\$800.00	\$2,400.00
15	Furnish and Place 1" Air Release Valve (Complete)	2	EA	\$15,730.00	\$31,460.00	\$10,674.00	\$21,348.00	\$12,000.00	\$24,000.00
<b>STORM</b>									
16	Shorten Existing FES at Vineyard Pond	1	L. SUM	\$2,000.00	\$2,000.00	\$3,347.00	\$3,347.00	\$1,500.00	\$1,500.00
17	Furnish and Place 2' diameter catch basin	2	EA	\$2,175.00	\$4,350.00	\$2,826.00	\$5,652.00	\$2,600.00	\$5,200.00
18	Furnish and Place 4' diameter catch basin	1	EA	\$3,213.00	\$3,213.00	\$5,491.00	\$5,491.00	\$3,900.00	\$3,900.00
19	Furnish and Place 5' diameter catch basin	10	EA	\$6,063.00	\$60,630.00	\$8,565.00	\$85,650.00	\$6,900.00	\$69,000.00
20	Furnish and Place 12" SLCPP Storm pipe	273	LF	\$44.05	\$12,025.65	\$74.15	\$20,242.95	\$46.00	\$12,558.00

NO	ITEM	ESTIMATED QUANTITY	UNIT	1st Low Bidder: <i>Hoffman Bros, INC</i>		2nd Low Bidder: <i>Balkema Excavating</i>		3rd Low Bidder: <i>H &amp; K Excavating</i>	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
21	Furnish and Place 18" SL CPP Storm pipe	288	LF	\$72.30	\$20,822.40	\$115.65	\$33,307.20	\$57.00	\$16,416.00
22	Furnish and Place 24" SL CPP Storm pipe	1,254	LF	\$90.50	\$113,487.00	\$112.40	\$140,949.60	\$74.00	\$92,796.00
22A	Furnish and Place 24" RCP Storm pipe	178	LF	\$101.90	\$18,138.20	\$132.85	\$23,647.30	\$111.00	\$19,758.00
23	Vineyard Pond Expansion	1	L. SUM	\$58,000.00	\$58,000.00	\$34,223.00	\$34,223.00	\$30,000.00	\$30,000.00
24	Furnish and Place 8" Rip-Rap	15	SY	\$106.50	\$1,597.50	\$116.40	\$1,746.00	\$150.00	\$2,250.00
<b>REMOVAL AND RESTORATION ITEMS</b>									
25	Clearing and Brushing (including boulder movement)	1	L. SUM	\$3,385.00	\$3,385.00	\$11,558.00	\$11,558.00	\$3,500.00	\$3,500.00
26	Tree Removal - 60" Oak	1	EA	\$3,555.00	\$3,555.00	\$4,623.00	\$4,623.00	\$4,600.00	\$4,600.00
27	Tree Removal - 12" to 24" Dia.	20	EA	\$775.00	\$15,500.00	\$1,156.00	\$23,120.00	\$950.00	\$19,000.00
28	Tree Removal - 8" to 12" Dia.	50	EA	\$325.00	\$16,250.00	\$304.15	\$15,207.50	\$325.00	\$16,250.00
29	Sign Relocations on 8th Street	1	L. SUM	\$2,150.00	\$2,150.00	\$2,616.00	\$2,616.00	\$3,250.00	\$3,250.00
30	Sidewalk Removal	3364	SF	\$1.20	\$4,036.80	\$1.20	\$4,036.80	\$1.50	\$5,046.00
31	Curb Removal	342	LF	\$12.55	\$4,292.10	\$11.70	\$4,001.40	\$10.00	\$3,420.00
32	Pavement Removal	2084	SY	\$8.45	\$17,609.80	\$10.65	\$22,194.60	\$10.00	\$20,840.00
33	Strip topsoil and stockpile	1	L. SUM	\$17,500.00	\$17,500.00	\$11,941.00	\$11,941.00	\$129,900.00	\$129,900.00
34	Cut material to adjacent property (# 09-23-101-057)	1	L. SUM	\$63,000.00	\$63,000.00	\$39,554.00	\$39,554.00	\$296,780.00	\$296,780.00
35	Furnish and Place HMA road paving (4E1)	2700	TON	\$79.75	\$215,325.00	\$79.33	\$214,191.00	\$105.00	\$283,500.00
36	Furnish and Place 8" Thick Aggregate Road Base Compacted in Place (CIP) 21AA	1700	CYD	\$75.00	\$127,500.00	\$58.05	\$98,685.00	\$59.00	\$100,300.00
37	Gravel Driveways - 6" Thick MDOT 21AA	500	SY	\$14.40	\$7,200.00	\$16.30	\$8,150.00	\$30.00	\$15,000.00
38	Gravel Drive sand subbase if necessary - 12" thick	250	SY	\$13.75	\$3,437.50	\$0.01	\$2.50	\$10.00	\$2,500.00
39	Furnish and Place RCKC Mountable Concrete curb	3,260	LF	\$18.70	\$60,962.00	\$35.55	\$115,893.00	\$42.00	\$136,920.00
40	Concrete sidewalk	9,430	SF	\$6.20	\$58,466.00	\$7.85	\$74,025.50	\$9.60	\$90,528.00
41	ADA Plates	15	EA	\$160.00	\$2,400.00	\$365.00	\$5,475.00	\$435.00	\$6,525.00
42	Furnish and Place HMA Trail Paving (13A)	220	TON	\$99.00	\$21,780.00	\$133.50	\$29,370.00	\$130.00	\$28,600.00
43	Furnish and Place 6" Thick Aggregate Trail Base Compacted in Place (CIP) 21AA	525	TON	\$50.00	\$26,250.00	\$36.30	\$19,057.50	\$43.00	\$22,575.00
44	Place Pavement Markings & Signage (including recessed)	1	L. SUM	\$63,115.00	\$63,115.00	\$63,115.00	\$63,115.00	\$19,000.00	\$19,000.00
45	SESC measures	1	L. SUM	\$55,000.00	\$55,000.00	\$1,534.00	\$1,534.00	\$70,000.00	\$70,000.00
46	Turf Establishment, Performance	5,500	SY	\$7.00	\$38,500.00	\$6.50	\$35,750.00	\$6.30	\$34,650.00
47	Place Bike Rack	2	EA	\$250.00	\$500.00	\$1,367.00	\$2,734.00	\$500.00	\$1,000.00
48	Place Benches	4	EA	\$250.00	\$1,000.00	\$1,259.00	\$5,036.00	\$700.00	\$2,800.00
49	Furnish and Place Street Lights	17	EA	\$1,830.00	\$31,110.00	\$2,859.00	\$48,603.00	\$5,000.00	\$85,000.00
50	Place Concrete Planters	7	EA	\$325.00	\$2,275.00	\$450.00	\$3,150.00	\$700.00	\$4,900.00

NO	ITEM	ESTIMATED QUANTITY	UNIT	1st Low Bidder: <i>Hoffman Bros, INC</i>		2nd Low Bidder: <i>Balkema Excavating</i>		3rd Low Bidder: <i>H &amp; K Excavating</i>	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
51	Furnish and Place Street Trees	15	EA	<u>\$500.00</u>	<u>\$7,500.00</u>	<u>\$875.00</u>	<u>\$13,125.00</u>	<u>\$1,170.00</u>	<u>\$17,550.00</u>
52	Furnish and Place 4" Concrete Pad for amenity areas	763	SF	<u>\$7.10</u>	<u>\$5,417.30</u>	<u>\$7.30</u>	<u>\$5,569.90</u>	<u>\$11.50</u>	<u>\$8,774.50</u>
53	Furnish and Place 4" Flexible Delineators	12	EA	<u>\$200.00</u>	<u>\$2,400.00</u>	<u>\$121.65</u>	<u>\$1,459.80</u>	<u>\$800.00</u>	<u>\$9,600.00</u>
54	Place Trash Receptacle	4	EA	<u>\$200.00</u>	<u>\$800.00</u>	<u>\$250.00</u>	<u>\$1,000.00</u>	<u>\$700.00</u>	<u>\$2,800.00</u>
<b>TOTAL COST:</b>				<u>\$1,503,273.20</u>		<u>\$1,569,744.63</u>		<u>\$2,057,739.50</u>	

# PROJECT MANUAL

## LONGHORN DRIVE

TEXAS TOWNSHIP  
KALAMAZOO COUNTY, MICHIGAN

July, 2025

0916



Vriesman  
& Korhorn

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**ADVERTISEMENT FOR BIDS**  
**LONGHORN DRIVE**  
**TEXAS TOWNSHIP**  
**KALAMAZOO COUNTY, MICHIGAN**

1. RECEIPT OF BIDS

Sealed bids for the above project will be received by Texas Township at the Texas Township offices, 7227 W Q Ave, Kalamazoo, MI 49009, Michigan until:

3:00 p.m. (local time) on Wednesday, August 27, 2025

at which time the bids will be publicly opened and read aloud.

2. SCOPE OF PROJECT

The project consists of furnishing all material and constructing the following:

Approximately 1,585 lineal feet of new roadway South of "Q" avenue from Shooting Star Lane to Vineyard Parkway with a new intersection at 8<sup>th</sup> street with corresponding sidewalk, parking, amenities, landscaping, street lighting, 8" diameter gravity sanitary, 6" diameter sanitary laterals, 8" diameter water main, 3 fire hydrant installations, 12" 18" & 24" diameter storm sewer and roadway connection work.

3. EXAMINATION OF SPECIFICATIONS

Contract documents may be examined at the offices of:  
Texas Township, 7227 W Q Ave, Kalamazoo, MI 49009  
VK Civil, 4664 Campus Drive, Suite 111, Kalamazoo, MI 49008  
Builders Exchange, 678 Front Ave NW Suite 330, Grand Rapids, MI 49504  
Construction Association of MI, 43636 Woodward Ave., Bloomfield Hills, MI 48302

4. FEE FOR DRAWINGS AND PROJECT MANUAL

Drawings, bidding Project Manuals, and Addendums will be issued only to Bidders who have been pre-qualified by Texas Township in accordance with the Instructions to Bidders. Physical copies of the Drawings and Project Manual are available at no charge at the offices of VK Civil upon request from prequalified bidders

Digital copies of the Drawings and Project Manual will be provided via email to prequalified bidders at no charge. Any conclusions or information obtained or derived from electronic media will be at the user's sole risk. VK Civil's responsibility

is limited to only the printed copies (also known as hard copies) that are delivered pursuant to the service under the contract with the client.

5. FUNDING

The work to be performed under these contracts will be financed and paid for by funds received from Texas Township, Kalamazoo County, Michigan.

6. BID SURETY

A bid bond, certified check, or cashier's check payable to Texas Township in an amount equal to five percent (5%) of the total price shall accompany each bid. This surety shall bind the bidder for a period of sixty (60) days after the receipt of bids.

7. RIGHT TO REJECT BIDS

The Owner reserves the right to reject any or all bids and to waive any irregularities in bidding. No bid may be withdrawn after the scheduled closing time for receiving bids for at least sixty (60) days thereafter.

8. COMPLETION DATE

The project shall be completed by November 1, 2026.

Dan Lewis, PE  
On behalf of Texas Township  
Kalamazoo County, Michigan

**INSTRUCTIONS TO BIDDERS**  
**LONGHORN DRIVE**  
**TEXAS TOWNSHIP**  
**KALAMAZOO COUNTY, MICHIGAN**

**1. CONTRACT DOCUMENTS**

The contract documents consist of material outlined in article 9 of the Agreement. Each bidder shall carefully examine his copy of the contract documents for completeness. No claim will be allowed on the basis that the contract documents are not complete.

**2. INTERPRETATION OF THE CONTRACT DOCUMENTS**

It is the intent of these contract documents to be as clear, complete and consistent as possible. If any portion of the contract documents appear ambiguous, inconsistent, or appears to contain omissions, the bidder shall request the Engineer, in writing, for an official interpretation or correction of the documents. This interpretation or correction will be made a part of the contract documents as an addendum. It shall be mailed, faxed, e-mailed or delivered to each person recorded as having received a copy of the contract documents.

Only the written addenda issued by the Engineer shall be binding. Oral interpretations, information or instructions by any office or employee of the Owner or Engineer are not authorized and therefore are not binding.

Any conclusions or information obtained or derived from electronic media will be at the user's sole risk. VK Civil's responsibility is limited to only the printed copies (also known as hard copies) that are delivered pursuant to the service under the contract with the client.

**3. BIDDERS INVESTIGATION**

The bidder will be responsible for inspecting the site of the proposed work and to determine for himself all conditions under which he will be obligated to work. It is also expected that he will obtain first hand information concerning the available facilities for receiving, transporting, handling and storing construction equipment and materials, and concerning other local conditions that may affect his work.

**4. FUNDS AVAILABLE**

The work to be performed under this contract will be financed by funds received from Texas Township, Kalamazoo County, Michigan.

## 5. WITHDRAWAL OF BIDS

Any bidder who has submitted a proposal to the Owner may withdraw his bid at any time prior to the scheduled time for opening bids. No bidder may withdraw his bid after the opening for a period of sixty (60) days thereafter.

## 6. PROPOSAL PREPARATION

### A. Name, Address and Legal Status of Bidder

The name and legal status of the Bidder, Corporation, Partnership or an Individual, shall be stated in the Proposal. A Corporation bidder shall name the state in which its Articles of Incorporation are held, and must give the title of the official having authority, under the by-laws, to sign contracts. A partnership bidder shall give the full names and addresses of all partners.

Anyone signing a proposal as an agent of another must submit, with his proposal, legal evidence of his authority to do so.

The place of residence of each bidder, or the office address in the case of a firm or company, with county and state, must be given after a signature.

### B. Experience and Qualifications

It is the intention of the Owner to award this contract to a bidder that will perform and complete all work in a very satisfactory manner. Bids are therefore only solicited from responsible bidders known to be skilled and regularly engaged in work of similar character and magnitude to that covered by these contract documents.

Plans, specifications, and bidding documents will be issued only to bidders who have been pre-qualified by the Owner. A bidder who has not been so pre-qualified must file an experience and financial questionnaire on a form furnished by VK Civil, 4664 Campus Drive, Suite 111, Kalamazoo, MI 49008.

### C. Bid Surety

Each proposal must be accompanied by a bid deposit in the form of a bid bond or certified check payable to the Owner in the amount of not less than 5% of the total price for the Contract. The bond shall be issued by an insurance company licensed to do business in the State of Michigan.

#### D. Return of Bid Deposits

If requested, the bid deposits of all except the three lowest bidders, will be returned within: (1) seven days after the opening of the bids. The bid deposits of the three lowest bidders will be returned within 48 hours after the contract shall have been awarded to the successful bidder, the signed agreement has been delivered, and the required bonds have been finally approved by the Owner, or (2) after rejection of all bids.

#### E. Proposal Form

A loose proposal package for the contracts is included in each set of contract documents. All forms in this package shall be completed by each bidder. Only the loose proposal package need be submitted with a bid. The proposal package shall include all the items as listed on the checklist.

The unit prices stated in the proposal must be plainly written in ink. Illegibility of any work or figure in the proposal may be sufficient cause for rejection of the proposal by the Owners.

Each proposal must be enclosed in a sealed envelope addressed to Texas Township, 7227 West Q Avenue, and labeled "Proposal for Texas Township, Kalamazoo County, Michigan, Longhorn Drive".

#### F. Proposal Data

Proposals shall be carefully prepared in strict accordance with contract requirements and these instructions and shall include all pertinent information required by the proposal form. Failure of the bidder to comply in any respect shall be grounds for rejection of the bidder's proposal.

The proposal for work is on a unit basis.

The bids will be based on the comparison of totals of the extensions of the stated unit prices. In case of an error in preparation of the bid form, the unit prices will be used.

No partial bids will be considered.

### 7. COMPLETION DATE

The project shall be substantially completed by October 1, 2026. The project shall be in Final Restoration by November 1, 2026

## 8. COORDINATION

The Contractor shall coordinate construction with the residents and businesses in the area.

## 9. TIME AND LIQUIDATED DAMAGES

Bidders attention is directed to the time clause as indicated in the paragraph above and to the liquidated damage and expense clauses in the agreement.

## 10. BONDS AND INSURANCES

See General Conditions, Article 6 and Insurance Specifications Pg. 1-9.

## 11. AWARD AND EXECUTION OF THE CONTRACT

The contract shall be deemed as having been awarded when formal Notice of Award shall have been duly served by the Owner upon the bidder.

The bidder to whom the contract shall have been awarded will be required to execute an Agreement in the form attached and to furnish sureties, insurance policies and certificates all as required within fifteen (15) days after the award. In case of his refusal or failure to do so, he will be considered to have abandoned all his rights and interest in the award, and his bid deposit may be declared forfeited to the Owner and the work may be awarded to another.

## 12. STAKING, CONTROLS, MONUMENTS

The Owner will provide control stakes for alignment and grade of the proposed development. The Contractor shall preserve these controls and shall furnish additional intermediate controls to assure accurate line and grade.

The Contractor shall pay for replacement of destroyed controls and benchmarks or monuments.

## 13. PERMITS

The Contractor shall obtain all permits necessary for construction of this project not obtained by the Owner. The Contractor shall pay for any charges or bonds required by agencies for permits, inspections or similar charges to construct this project as shown on the drawings.

#### 14. UTILITIES

The Contractor shall notify the utility companies of his schedule and obtain any necessary permits from them. Those companies include but are not limited to: Texas Township, Consumers Energy, AT&T.

The Contractor shall pay for any charges by the utility companies for permits, inspections, or similar charges required to construct the project as shown on the drawings.

#### 15. MISCELLANEOUS

Texas Township has purchased concrete planters (item #50), benches (item #48), trash receptacles (item #54) & bike racks (item #47) and are being stored at the 6<sup>th</sup> Street Park storage barn at 6321 S 6<sup>th</sup> Street, Kalamazoo, MI 49009. Contractor will need to pickup and deliver and install such.

**BID PROPOSAL CHECKLIST**  
**LONGHORN DRIVE**  
**TEXAS TOWNSHIP**  
**KALAMAZOO COUNTY, MICHIGAN**

This checklist is for the bidder's convenience and the Engineer's use. It should be reviewed thoroughly before submitting a bid.

- Bid submitted on time.
- Bid surety properly completed and enclosed.
- Addenda, if applicable, has been acknowledged and any revisions to the proposal completed.
- Bid proposal legally signed in ink.
- All unit prices are completed in ink.

**PROPOSAL**

**LONGHORN DRIVE**

**TEXAS TOWNSHIP  
KALAMAZOO COUNTY, MICHIGAN**

The undersigned, being familiar with the site, plans, specifications, and related documents, proposes to furnish all required labor, materials, tools and equipment to construct the project in accordance with the unit prices on the following sheets.

Date Prepared: 8/27/2025

**Receipt of Addenda**

Receipt of Addenda 1 through 1 is hereby acknowledged.

**Summary of Bids**

Total Bid \$ ~~4,767,299.30~~ <sup>WPR</sup> 8/27/25 1,503,273.20

The Owner reserves the right to accept or reject any or all bids and to waive any irregularities in the bidding.

**Contractor's Signature**

<u>Hoffman Bros., Inc.</u>	<u>269-965-1207</u>	
Contractor's Name	Telephone Number	
<u>8574 Verona Rd</u>	<u>Battle Creek, MI</u>	<u>49014</u>
Business Address	City	Zip Code
<u>[Signature]</u>	<u>secretary</u>	<u>8/27/2025</u>
Signature	Title	Date
<u>William P. Rizer</u>		
Printed Name of Signer		

Seal (if bidder is a corporation)

**PROPOSAL**  
**Texas Township**  
**Kalamazoo County, Michigan**  
**Texas Township DDA Ring Road**

ITEM NO.	ITEM	CONTRACT QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>MISCELLANEOUS CONTRACT ITEMS</b>					
1	Mobilization, Bonds, Permits, & Insurance (5% Maximum)	1	L. SUM	<u>70,000.00</u>	<u>70,000.00</u>
2	Traffic Control	1	L. SUM	<u>30,000.00</u>	<u>30,000.00</u>
<b>SANITARY</b>					
3	Furnish and Place 8" SDR-35, including sand backfill where required	537	LF	<u>87.50</u>	<u>46,987.50</u>
4	Furnish and Place Manhole, 48" dia.	3	EA	<u>6,196.00</u>	<u>18,588.00</u>
5	Connect to existing stub	1	EA	<u>446.00</u>	<u>446.00</u>
5A	Furnish and Place 6" Sanitary Lateral SDR-35, including sand backfill where required	38	LF	<u>114.90</u>	<u>4,366.20</u>
<b>WATERMAIN</b>					
6	Furnish and Place 8" D.I. CL 52 Watermain, including sand backfill where required	867	LF	<u>103.85</u>	<u>90,037.95</u>
7	Furnish and Place New Hydrant (Complete)	3	EA	<u>8,050.00</u>	<u>24,150.00</u>
8	Furnish and Place 8" 11° Bend	2	EA	<u>358.30</u>	<u>716.60</u>
9	Furnish and Place 8" 22° Bend	1	EA	<u>377.10</u>	<u>377.10</u>
10	Furnish and Place 8" 45° Bend	1	EA	<u>381.30</u>	<u>381.30</u>
11	8" 90° Bend	1	EA	<u>434.10</u>	<u>434.10</u>
12	Connect to existing watermain at Vineyard	1	EA	<u>2,957.00</u>	<u>2,957.00</u>
13	Furnish and Place 16" x 16" x 8" Live Tapping Sleeve Tee & Valve	1	EA	<u>8,402.00</u>	<u>8,402.00</u>
14	Furnish and Place 8" x 8" x 6" Tee	3	EA	<u>496.40</u>	<u>1,489.20</u>
15	Furnish and Place 1" Air Release Valve (Complete)	2	EA	<u>15,730.00</u>	<u>31,460.00</u>
<b>STORM</b>					
16	Shorten Existing FES at Vineyard Pond	1	L. SUM	<u>2,000.00</u>	<u>2,000.00</u>
17	Furnish and Place 2' diameter catch basin	2	EA	<u>2,175.00</u>	<u>4,350.00</u>
18	Furnish and Place 4' diameter catch basin	1	EA	<u>3,213.00</u>	<u>3,213.00</u>

ITEM NO.	ITEM	CONTRACT QUANTITY	UNIT	UNIT PRICE	AMOUNT
19	Furnish and Place 5' diameter catch basin	10	EA	<u>6,063.00</u>	<u>60,630.00</u>
20	Furnish and Place 12" SLCPP Storm pipe	273	LF	<u>44.05</u>	<u>12,025.65</u>
21	Furnish and Place 18" SLCPP Storm pipe	288	LF	<u>72.30</u>	<u>20,822.40</u>
22	Furnish and Place 24" SLCPP Storm pipe	1254	LF	<u>90.50</u>	<u>113,487.00</u>
22A	Furnish and Place 24" RCP Storm pipe	178	LF	<u>101.90</u>	<u>18,138.20</u>
23	Vineyard Pond Expansion	1	L. SUM	<u>58,000.00</u>	<u>58,000.00</u>
24	Furnish and Place 8" Rip-Rap	15	SY	<u>106.50</u>	<u>1,597.50</u>
<b>REMOVAL AND RESTORATION ITEMS</b>					
25	Clearing and Brushing (including boulder movement)	1	L. SUM	<u>3,385.00</u>	<u>3,385.00</u>
26	Tree Removal - 60" Oak	1	EA	<u>3,555.00</u>	<u>3,555.00</u>
27	Tree Removal - 12" to 24" Dia.	20	EA	<u>775.00</u>	<u>15,500.00</u>
28	Tree Removal - 8" to 12" Dia.	50	EA	<u>325.00</u>	<u>16,250.00</u>
29	Sign Relocations on 8th Street	1	L. SUM	<u>2,150.00</u>	<u>2,150.00</u>
30	Sidewalk Removal	3364	SF	<u>1.20</u>	<u>4,036.80</u>
31	Curb Removal	342	LF	<u>12.55</u>	<u>4,292.10</u>
32	Pavement Removal	2084	SY	<u>8.45</u>	<u>17,609.80</u>
33	Strip topsoil and stockpile	1	L. SUM	<u>17,500.00</u>	<u>17,500.00</u>
34	Cut material to adjacent property (# 09-23-101-057)	1	L. SUM	<u>63,000.00</u>	<u>63,000.00</u>
35	Furnish and Place HMA road paving (4E1)	2700	TON	<u>79.75</u>	<u>215,325.00</u>
36	Furnish and Place 8" Thick Aggregate Road Base Compacted in Place (CIP) 21AA	1700	CYD	<u>75.00</u>	<u>127,500.00</u>
37	Gravel Driveways - 6" Thick MDOT 21AA	500	SY	<u>14.40</u>	<u>7,200.00</u>
38	Gravel Drive sand subbase if necessary - 12" thick	250	SY	<u>13.75</u>	<u>3,437.50</u>
39	Furnish and Place RCKC Mountable Concrete curb	3,260	LF	<u>18.70</u>	<u>60,962.00</u>
40	Concrete sidewalk	9,430	SF	<u>6.20</u>	<u>58,466.00</u>
41	ADA Plates	15	EA	<u>160.00</u>	<u>2,400.00</u>
42	Furnish and Place HMA Trail Paving (13A)	220	TON	<u>99.00</u>	<u>21,780.00</u>
43	Furnish and Place 6" Thick Aggregate Trail Base Compacted in Place (CIP) 21AA	525	TON	<u>50.00</u>	<u>26,250.00</u>
44	Place Pavement Markings & Signage (including recessed)	1	L. SUM	<u>63,115.00</u>	<u>63,115.00</u>

ITEM NO.	ITEM	CONTRACT QUANTITY	UNIT	UNIT PRICE	AMOUNT
45	SESC measures	1	L. SUM	<u>55,000.00</u>	<u>55,000.00</u>
46	Turf Establishment, Performance	5,500	SY	<u>7.00</u>	<u>38,500.00</u>
47	Place Bike Rack	2	EA	<u>250.00</u>	<u>500.00</u>
48	Place Benches	4	EA	<u>250.00</u>	<u>1,000.00</u>
49	Furnish and Place Street Lights	17	EA	<u>1,830.00</u>	<u>31,110.00</u>
50	Place Concrete Planters	7	EA	<u>325.00</u>	<u>2,275.00</u>
51	Furnish and Place Street Trees	15	EA	<u>500.00</u>	<u>7,500.00</u>
52	Furnish and Place 4" Concrete Pad for amenity areas	763	SF	<u>7.10</u>	<u>5,417.30</u>
53	Furnish and Place 4" Flexible Delineators	12	EA	<u>200.00</u>	<u>2,400.00</u>
54	Place Trash Receptacle	4	EA	<u>200.00</u>	<u>800.00</u>
				<b>Total Cost:</b>	<u>1,503,273.20</u>

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we

**Hoffman Bros. Inc.**  
8574 Verona Road, Battle Creek, MI 49014

as Principal, hereinafter called Principal, and

**Liberty Mutual Insurance Company**  
175 Berkeley Street, Boston, MA 02116

a corporation duly organized under the laws of the State of **Massachusetts**  
as Surety, hereinafter called Surety, are held and firmly bound unto

**Texas Township**  
7227 W Q Ave, Kalamazoo, MI 49009

as Obligee, hereinafter called Obligee, in the sum of **Five Percent of Accompanying Bid**

Dollars (**5%** of Bid)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

**Longhorn Drive**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 27th day of August, 2025

  
\_\_\_\_\_  
(Witness)

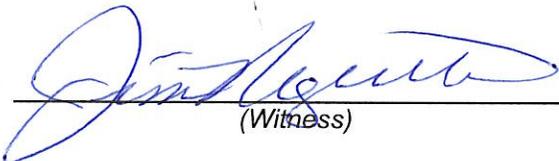
**Hoffman Bros. Inc.**



(Principal) (Seal)



(Title)

  
\_\_\_\_\_  
(Witness)

**Liberty Mutual Insurance Company**

(Surety) (Seal)

  
\_\_\_\_\_  
**Nicholas Ashburn**, Attorney in Fact



# POWER OF ATTORNEY

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8213450-013068

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Nicholas Ashburn; Robert D. Heuer; Paul H. Hurley; Michael D. Lechner; Mark Madden; Richard McGregor; Holly Nichols; Jason Rogers

all of the city of Rochester state of MI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of March, 2025.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company  
By: Nathan J. Zangerle  
Nathan J. Zangerle, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA  
County of MONTGOMERY ss

On this 25th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of August, 2025.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

# **AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between Texas Township, 7227 W Q Ave, Kalamazoo, MI 49009, Michigan (“Owner”) and Hoffman Bros., Inc. (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## **ARTICLE 1—WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Approximately 1,585 lineal feet of new roadway South of “Q” avenue from Shooting Start Lane to Vineyard Parkway with a new intersection at 8<sup>th</sup> street with corresponding sidewalk, parking, amenities, landscaping, street lighting, 8” diameter gravity sanitary, 6” diameter sanitary laterals, 8” diameter water main, 3 fire hydrant installations, 12” 18” & 24” diameter storm sewer and roadway connection work.

## **ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Approximately 1,585 lineal feet of new roadway South of “Q” avenue from Shooting Start Lane to Vineyard Parkway with a new intersection at 8<sup>th</sup> street with corresponding sidewalk, parking, amenities, landscaping, street lighting, 8” diameter gravity sanitary, 6” diameter sanitary laterals, 8” diameter water main, 3 fire hydrant installations, 12” 18” & 24” diameter storm sewer and roadway connection work.

## **ARTICLE 3—ENGINEER**

- 3.01 The Owner has retained VK Civil (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by VK Civil.

## **ARTICLE 4—CONTRACT TIMES**

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before October 1, 2026, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 1, 2026.

~~4.03 *Contract Times: Days*~~

- ~~A. The Work will be substantially complete within **[number]** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **[number]** days after the date when the Contract Times commence to run.~~

~~4.04 *Milestones*~~

- ~~A. Parts of the Work must be substantially completed on or before the following Milestone(s):~~
- ~~1. Milestone 1 **[event & date/days]**~~
  - ~~2. Milestone 2 **[event & date/days]**~~
  - ~~3. Milestone 3 **[event & date/days]**~~

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
  - ~~3. *Milestones:* Contractor shall pay Owner **[\$number]** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~
  - ~~4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.~~
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is

precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

~~C. **Bonus:** Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$[number] for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to \$[number].~~

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

**ARTICLE 5—CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- ~~A. For all Work other than Unit Price Work, a lump sum of \$[number].~~  
All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

<b>Unit Price Work</b>					
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
				\$	\$
				\$	\$
	<i>See Proposal</i>			\$	\$
				\$	\$

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
				\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$See Proposal

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- ~~C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$[number].~~
- ~~D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.~~

## ARTICLE 6—PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. 90 percent of the value of the Work completed (with the balance being retainage).

- 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts set off by

Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of 0 percent per annum.

## ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

~~A. The Contract Documents consist of all of the following:~~

~~1. All Documents listed in the Table of Contents of the Project Manual.~~

~~1. This Agreement.~~

~~2. Bonds:~~

~~a. Performance bond (together with power of attorney).~~

~~b. Payment bond (together with power of attorney).~~

~~3. General Conditions.~~

~~4. Supplementary Conditions.~~

~~5. Specifications as listed in the table of contents of the project manual (copy of list attached).~~

~~6. Drawings (not attached but incorporated by reference) consisting of **[number]** sheets with each sheet bearing the following general title: **[title on Drawings]**.~~

~~7. Drawings listed on the attached sheet index.~~

8. Addenda (numbers 1 to 1, inclusive).

9. Exhibits to this Agreement (enumerated as follows):

a. Contractor's Bid (pages X to X, inclusive), also known as Proposal.

b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 1, inclusive).

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

a. Notice to Proceed.

- b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price,

within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

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

Owner:

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
7227 W Q Ave  
\_\_\_\_\_  
Kalamazoo, MI  
\_\_\_\_\_  
49009  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

*(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

*(If Hoffman Bros., Inc is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

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

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_

## PERFORMANCE BOND

<p><b>Contractor</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p><b>Surety</b></p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p><b>Owner</b></p> <p>Name: <u>Texas Township, Kalamazoo County</u></p> <p>Mailing address <i>(principal place of business)</i>:  <b>7227 W Q Ave, Kalamazoo, MI 49009</b></p>	<p><b>Contract</b></p> <p>Description <i>(name and location)</i>:  <b>[Owner's project/contract name, and location of the project]</b></p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p><b>Bond</b></p> <p>Bond Amount: _____</p> <p>Date of Bond: _____  <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:  <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
  - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows:

## PAYMENT BOND

<p><b>Contractor</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>	<p><b>Surety</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>
<p><b>Owner</b></p> <p>Name: <u>Texas Township, Kalamazoo County</u></p> <p>Mailing address (<i>principal place of business</i>):  <b>7227 W Q Ave, Kalamazoo, MI 49009</b></p>	<p><b>Contract</b></p> <p>Description (<i>name and location</i>):  <b>[Owner's project/contract name, and location of the project]</b></p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p><b>Bond</b></p> <p>Bond Amount: _____</p> <p>Date of Bond: _____  <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:  <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
  - 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
  18. Modifications to this Bond are as follows:

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

## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*
    - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
  - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
  - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
  13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
  14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
  15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
  16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
  17. *Cost of the Work*—See Paragraph 13.01 for definition.
  18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
  19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
  20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
  21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The Engineering Consultant on this project is: VK Civil.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions. If no Supplemental Specifications are attached, the terms of these General Conditions, the Specifications, Insurance Specifications, and the other Contract Documents shall apply.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Contract Documents, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
  - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
  - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and which may be recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the technical information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - 1. does not conform to the Contract Documents;
  - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
  - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
  - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2—PRELIMINARY MATTERS**

### **2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance***

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### **2.02 *Copies of Documents***

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### **2.03 *Before Starting Construction***

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. Upon Owner's, Engineer's or Contractor's request at least ten days before submission of the first Application for Payment a conference attended by Contractor, Owner, Engineer and others as appropriate will be held to review for acceptability to Owner as provided below the schedules submitted in accordance with paragraph 2.03.A. Contractor shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. Upon notice by Owner, no progress payment shall be made to Contractor until acceptable schedules are submitted and accepted by Owner.
  - 1. The Progress schedule provided by Contractor must strictly adhere to any sequencing requirements set forth in the Contract Documents and by submitting its Bid represents that that it has considered and will strictly follow such sequencing requirements. The Progress Schedule will be acceptable to Owner if it provides an orderly progression of the Work to completion within any specified sequencing requirements and/or Milestones and the Contract Time and if acceptable to Engineer. Such acceptance will not impose on Owner or Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility for compliance therewith.
  - 2. Contractor's Schedule of Submittals will be acceptable to Owner if acceptable to Engineer and if it provides a workable arrangement for reviewing and processing the required submittals.
  - 3. Contractor's Schedule of Values will be acceptable to Owner as to form and substance if it is acceptable to Engineer and if it provides a reasonable allocation of the Contract Price to component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

### **ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

#### **3.01 *Intent***

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract constitutes the entire Agreement between Owner and Contractor and supersedes any prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual or other type of relationship between Contractor and Engineer. Contractor acknowledges that it shall have no right to make any claim or seek damages against Engineer whether based in tort or contract and expressly waives the right to make any such claim.
  - 2. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 3. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity.

#### **3.02 *Reference Standards***

- A. *Standards Specifications, Codes, Laws and Regulations*
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the

time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
- 3.

Contractor shall not be entitled to any increase in the Contract Amount or Contract Time for any conflicts, errors, ambiguities or discrepancies in the Contract Documents that were known or should have been known to Contractor, or which could have been discovered by Contractor as part of its review of the bidding requirements and Contract Documents prior to bidding or its review of the Contract Documents prior to undertaking any part of the Work.

#### B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in

resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

- a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written response that may include a clarification, interpretation, or decision on the issue submitted, which may include a decision that the information is available in the Contract Documents, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

## ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier, unless otherwise set forth in the Contract Documents.

### 4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

### 4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for review and Owner for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to submit a Change Proposal requesting an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. Abnormal weather conditions;
  3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
  4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  3. Contractor shall not be entitled to an adjustment in Contract Times or Price to the extent the claimed delay could reasonably have been mitigated by Contractor.
  4. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request for Change Proposal seeking an increase in Contract Times or Contract Price must be submitted in writing no later than three (3) days following the date when the delay first began. Failure to provide such written notice shall serve as an absolute bar to any request by Contractor for an increase in Contract Times or Contract Price. Each Contractor Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

## **ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### **5.02 *Use of Site and Other Areas***

#### **A. *Limitation on Use of Site and Other Areas***

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
  - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
  - D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

### 5.03 *Subsurface and Physical Conditions*

- A. *Technical Data:* The Contract Documents may identify:
  1. those soil borings, plans, drawings, surveys or other reports of explorations of subsurface conditions at or contiguous to the Site that Engineer may have considered in preparing the Contract Documents; and
  2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, (except Underground Facilities) that Engineer may have considered in preparing the Contract Documents.
  3. The soil borings, plans, drawings, surveys and other reports referenced in Paragraphs 5.03.A.1 and 2 are collectively called "Technical Data."
- B. Contractor may not rely upon the Technical Data referenced in 5.03.A or make any claim against Owner, Engineer (as previously indicated in 3.02. G.1), or any of Owner's or Engineer's Consultants or Subcontractors related to the Technical Data. This limitation includes but is not limited to:

1. the accuracy or completeness of such Technical Data for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. the accuracy or completeness of other data, interpretations, opinions, and information contained in, shown on, or indicated in the Technical Data; or
3. any Contractor interpretation of or conclusion drawn from any of the Technical Data or any other data, interpretations, opinions or information referenced in the Reports and Drawings.

The Technical Data, including the information contained therein, are offered to the Contractor only as information that may have been considered by Engineer in the preparation of the Contract Documents, and the Contractor is solely responsible for confirming actual conditions. Contractor is required to retain its own consultants, including but not limited to licensed professional engineers, to allow Contractor to draw its own conclusions regarding the Technical Data. Neither the Engineer nor the Owner, nor the Consultants or Subcontractors of either have any responsibility for any conclusion, interpretation or analysis contained therein or made by the Contractor or its consultants, based upon the Contractor's review of the Technical Data.

Neither Owner nor Engineer (as previously indicated in 3.02.G.1) has any responsibility for and does not warrant that the soils or water table encountered during construction will be as shown in the Technical Data.

- C. Contractor warrants that before submitting a bid the Contractor has determined the soil and subsoil conditions, including the water table elevation, and the conditions to be encountered by Contractor in the performance of the Work and that said conditions and factors have been evaluated by Contractor and incorporated into its Bid to Owner. Contractor further warrants that the Contractor is fully aware of the soil conditions, subsoil conditions, water table and all applicable State and Federal Regulations related to the excavation, removal, transportation, placement and relocation of the materials involved in the Work to be performed by the Contractor and that Contractor will complete the Work under whatever conditions it may encounter or create without extra cost, expense to or claim against the Owner or Engineer, their Consultants or Subcontractors.
- D. Contractor has identified all locations where the Contractor's operations are near public roadways, the properties of railroads or contiguous physical structures. Work shall not take place until Contractor has made all arrangements necessary to identify the location and/or elevation of the roadways, the properties of railroads or contiguous physical structures and foundation or appurtenances and has taken all necessary steps to protect the roadways, the properties of railroads or contiguous physical structures from damage. Contractor is solely responsible for any and all damage to roadways, the properties of railroads or contiguous physical structures and any personal injury, death or property damage or consequential damages arising from Contractor's operations.

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to require a change in the Contract Documents; or
2. is of an unusual nature and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, within 48 hours after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so. Failure to provide notice as provided in the section shall constitute a waiver of Contractor's rights to submit a Change Proposal or Claim for Differing Subsurface or Physical Conditions and no change in Contract Price shall be considered or allowed.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will review the subsurface or physical condition in question; determine in consultation with Owner whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
  1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
  - 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
    - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
    - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
  - 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  - 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Shown or Indicated*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others.
- 1. The Underground Facilities shown on or indicated in the Contract Documents are located according to the information available to the Engineer at the time of the preparation of the Contract Documents. Neither the Engineer nor the Owner guarantee the accuracy of such information, including but not limited to information provided by the Owner.
  - 2. The Contractor is solely responsible for identifying the actual location of all Underground Facilities and shall verify the location and/or elevations of the Underground Facilities prior to undertaking construction;
  - 3. At all locations where the Contractor's operations are near, will cross or contact Underground Facilities, no part of the work shall commence until Contractor has made all arrangements necessary to identify the location and/or elevation of the Underground Facility, including contacting Miss Dig, has notified the owner of the Underground

Facility, and has taken all necessary steps to protect the Underground Facility from damage.

4. The cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents;
    - c. coordination of the Work with the owners of such Underground Facilities including Owner, during construction;
    - d. the safety and protection of all such Underground Facilities and related above ground structures, including but not limited to shoring, bracing, supporting and maintenance of all Underground Facilities and related above ground structures affected by the Contractor's operations;
    - e. repairing any damage to Underground Facilities and related above ground structures resulting from the Work; and
    - f. any personal injury, death or property damage or consequential damages arising from Contractor's Work.
  5. In the event of the interruption of or damage to an Underground Facility as the result of Contractor's operations, the Contractor shall immediately notify the Underground Facility owner and shall take all steps necessary to cooperate with and assist the Underground Facility owner in the restoration and repair of the Underground Facility. Said repair work shall be continuous and shall not result in any delay of the Project or increased cost or expense to Owner, or claim against Owner, Engineer or their Consultants.
- B. *Not Shown or Indicated:***
1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required paragraph 6.16.A), identify the owner of such Underground Facility and give immediate written notice to that owner and to Owner and Engineer. Engineer will review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. At all times, Contractor shall be solely responsible for the safety and protection of such Underground Facility.
  2. *Engineer's Review:* Engineer will:
    - a. review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
    - b. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to

Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

- c. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
- d. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

3. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
4. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
5. *Possible Price and Times Adjustments*
  - a. Contractor may be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - i.. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - ii. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
    - iii. Contractor gave the notice required in Paragraph 5.05.B.
  - b. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  - c. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30

days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Contract Documents identify:
1. those reports, if any, known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
  2. drawings, if any, known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
  3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor Not Authorized:* Contractor may not make any Claim against Owner, Engineer (as previously indicated in 3.01.G.1) or the Consultants of either with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, the cost of Work and safety precautions and programs incident thereto; or
  2. the accuracy of any data, interpretations, opinions and information contained in such reports or shown or indicated on such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any such report or drawing.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the

Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 6—BONDS AND INSURANCE**

### **6.01 *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

### **6.02 *Insurance—General Provisions***

- A. Owner and Contractor shall obtain and maintain insurance as required in this article, the Insurance Specifications, and in the Supplementary Conditions.

- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Insurance Specifications or Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Insurance Specifications or Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E.
- F. Failure of Owner to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
  - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
  - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If the Contractor does not purchase or maintain the insurance required by the Contract, the Contractor shall notify the other parties in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if the Contractor has failed to obtain required insurance, the Owner may elect (but is in no way obligated) to obtain equivalent insurance to protect the Owner's interests at the expense of the Contractor, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. Replace with Insurance Specifications.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Insurance Specifications and Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
  - 1. include at least the specific coverages required;
  - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
  - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
  - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
  - 5. include all necessary endorsements to support the stated requirements.

- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Insurance Specifications and Supplementary Conditions;
  2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
  3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
  4. not seek contribution from insurance maintained by the additional insured; and
  5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Insurance Specifications or Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Insurance Specifications or Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Insurance Specifications and Supplementary Conditions.
- B.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner, through Contractor, will provide advance notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects

to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
  - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Insurance Specifications and Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
  - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
  - 1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

**ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Unless otherwise set forth in the Contract Documents as being unequivocally required as part of the Performance of the Work, nothing in the design, specifications or Contract Documents shall be deemed to constitute a specific means, method, technique, sequence, or procedure of construction. Contractor shall be solely responsible for ensuring that the completed Work conforms accurately to the Contract Documents.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

#### 7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

#### 7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

#### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or

description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
  - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
    - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
    - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
    - 3) has a proven record of performance and availability of responsive service; and
    - 4) is not objectionable to Owner.
  - b. Contractor warrants and certifies that, if the proposed item is approved and incorporated into the Work:
    - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
    - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
    - 3) the “or-equal” will be functionally equal to the named item of material or equipment. Contractor assumes sole responsibility for the adequacy, performance and functioning of the “or-equal” material or equipment.
- B. *Contractor’s Expense:* Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal,” which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer’s Determination:* Neither approval nor denial of an “or-equal” request will result in any change in Contract Price. The Engineer’s denial of an “or-equal” request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

## 7.06 Substitutes

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
  2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
    - a. will certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design;
      - 2) be similar in substance to the item specified; and
      - 3) be suited to the same use as the item specified.
    - b. will state:
      - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
      - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item;
      - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty; and
      - 4) that, if approved and incorporated into the Work, the "substitute item" will be functionally equal to the named item of material or equipment and that Contractor assumes sole responsibility for the adequacy, performance and functioning of the "substitute" material or equipment.
    - c. will identify:
      - 1) all variations of the proposed substitute item from the item specified; and
      - 2) available engineering, sales, maintenance, repair, and replacement services.
    - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in

Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

#### 7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or

otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer and Owner a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

#### 7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its

use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

- B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar

taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

- D. Contractor shall be solely responsible for compliance with all Federal and State Occupational Safety and Health Act (“OSHA”) requirements related to the Work and the Site, including, if applicable, the requirements of the Michigan Occupational Safety and Health Act (“MIOSHA”). Neither Owner nor Engineer shall have any responsibility for construction site safety or OSHA or MIOSHA compliance. Contractor will indemnify and hold harmless Owner and Engineer from all claims, costs, fees, fines, penalties and expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court, administrative proceeding, and dispute resolution costs) related in any way to claims related to construction site safety, OSHA or MIOSHA violations or charges.

#### 7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

#### 7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or

Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

## 7.16 Submittals

### A. Shop Drawing and Sample Requirements

1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

### B. Submittal Procedures for Shop Drawings and Samples: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

#### 1. Shop Drawings

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

#### 2. Samples

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may

require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

*C. Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review will be only to determine if the items covered by the Submittals will, after proper installation or incorporation in the Work by the Contractor, will comply with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

*D. Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required action of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for

Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
  - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with an appropriate notation.
  - c. Engineer's review will be only to determine if the Submittal is acceptable as to general form and content of the Submittal.
  - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.

- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is also entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
  1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Any observation, inspection, test, review, or approval by Engineer or a Resident Project Representative if appointed to the Project;
  2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. Use, occupancy, or acceptance of the Work or any part thereof by Owner;
  5. Any review and approval of a Shop Drawing or Sample submittal;
  6. The issuance of a notice of acceptability by Engineer;
  7. The end of the correction period established in Paragraph 15.08;
  8. Any inspection, test, or approval by Engineer or others; or
  9. Any correction of defective Work by Owner.
  10. Any acceptance by Owner or any failure to do so.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them "Indemnitees", from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (including the Work itself), including the loss of use resulting therefrom, except to the extent caused by the sole negligence of a party to be indemnified hereunder. To the extent any provision of this clause is unenforceable, the clause shall be amended to deem Contractor as being required to indemnify the Indemnitees to the fullest extent allowed by law.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of

the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**7.19 Delegation of Professional Design Services**

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional in the state where the project is located, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;
  - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  - 3. Establishing that the design furnished by Contractor is to the best of Engineer's knowledge, information and belief consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

## ARTICLE 8—OTHER WORK AT THE SITE

### 8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

### 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and
  3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

### 8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
  2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve

the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9—OWNER’S RESPONSIBILITIES**

### **9.01 *Communications to Contractor***

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02 *Replacement of Engineer***

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer’s status under the Contract Documents will be that of the former Engineer.

### **9.03 *Furnish Data***

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### **9.04 *Pay When Due***

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

### **9.05 *Lands and Easements; Reports, Tests, and Drawings***

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### **9.06 *Insurance***

A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

### **9.07 *Change Orders***

A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

### **9.08 *Inspections, Tests, and Approvals***

A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

### **9.09 *Limitations on Owner’s Responsibilities***

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or

the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents. The authority and responsibilities of the Engineer as set forth in the Contract Documents shall not be restricted, extended or otherwise modified without the written consent of the Engineer and the Owner. As previously stated herein, nothing in the Contract Documents shall create for the benefit of the Contractor, any Subcontractor, Supplier or other individual or entity any contractual relationship between Engineer and any such Contractor, Subcontractor, Supplier or other individual or entity.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the technical aspects of the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods,

techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 10.03 *Resident Project Representative*

A. If Engineer furnishes a Resident Project Representative (RPR), the RPR will be Engineer's employee or agent at the Site. The RPR's authority and responsibility is expressly limited to making observations of the progress that has been made and the quality of the various aspects of Contractor's executed Work, and reporting same to Engineer. RPR will not be required to make exhaustive or continuous observations or inspections on the Site to check the quality or quantity of the Work. RPR's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the technical requirements of the Contract Documents. In addition to the limitations set forth in Paragraph 10.07, the RPR does not have the authority or responsibility to:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals.
8. Authorize Owner to occupy the Project in whole or in part.
9. Interpret for Contractor or Owner any provision of the Contract Documents.
10. Stop the Work for any reason or recommend suspension of the Work for any reason.

A.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

#### 10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. As set forth repeatedly herein, neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents or Contractor's approved Submittals. Engineer may not stop the work under any circumstances or suspend the work under any circumstances. No decision made by the Engineer in good faith either to exercise or not exercise any authority or responsibility delegated to Engineer in the Contract Documents or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall be construed as interference with the progress of the Work. Engineer shall have no authority or responsibility to recommend alternate or possible safety activities or changes for the safety of the project, Contractor, Subcontractors, Suppliers, Owner, employees, third persons or their property.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

- F. Engineer will not be responsible for Contractor's failure to pay Subcontractors, Suppliers, employees, taxes, fees, permits, patent fees, copyright fees, royalties, licenses or monies due to any individual or entity.

10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

**ARTICLE 11—CHANGES TO THE CONTRACT**

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
  - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

### 11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
  - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
  - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

### 11.04 *Field Orders*

- A. Engineer at its sole discretion may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

### 11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

### 11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as

provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

**11.07 Change of Contract Price**

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
  - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
  - 1. A mutually acceptable fixed fee; or
  - 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net

decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

#### 11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

#### 11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
  1. *Submittal:* Unless otherwise set forth in these General Conditions, Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
  2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
    - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
    - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
  4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either recommend approval of the Change Proposal in whole, recommend it be denied in whole, or recommend it be approved in part and denied in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

#### 11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

## **ARTICLE 12—CLAIMS**

### 12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
  4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
  2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
  3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is

approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **13.01 *Cost of the Work***

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any

subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
    - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
  - c. *Construction Equipment Rental*
    - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
    - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
    - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
  - g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
  - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
  - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  - 6. Expenses incurred in preparing and advancing Claims.
  - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
  - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
  - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
    - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
    - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 *Allowances*

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
  1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

### 13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
  - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
    - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
    - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
  - 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
  - 3. Adjusted unit prices will apply to all units of that item.

## **ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

### 14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

#### 14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.

- C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

**14.06** *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform work in accordance with approved Submittals, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

**14.07** *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

## ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

### 15.01 *Progress Payments*

- A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
  2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
  3. Whenever Contractor submits an Application for Payment, Contractor shall also submit either proposed adjustments to the Progress Schedule as required by General Condition 4.04.A, or certify in writing that the existing Progress Schedule remains accurate and that no variation from the Progress Schedule is anticipated. Payment may be withheld by Owner until these documents are submitted.
  4. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
  5. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work;
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens;
  - f. for Contractor's failure to construct the Work or any part of the Work in conformance with the Contract Documents, or
  - g. for Contractor's defective Work.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

*D. Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

*E. Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;
  - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

- j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
  - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
  3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then

- Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
  - E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
  - F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
  - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
  2. The final Application for Payment must be accompanied (except as previously delivered) by:
    - a. all documentation called for in the Contract Documents;
    - b. consent of the surety, if any, to final payment;
    - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
    - d. a list of all duly pending Change Proposals and Claims; and
    - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
  3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are

necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

#### 15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  1. correct the defective repairs to the Site or such adjacent areas;
  2. correct such defective Work;
  3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

**ARTICLE 17—FINAL RESOLUTION OF DISPUTES**

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
  - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
  - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. Final Resolution of Disputes

1. Arbitration at the election of the Owner

- a. If the Owner elects in writing to demand arbitration of a Claim that has been finally decided in accordance with 12.01, the Claim will be decided by arbitration in accordance with the rules of the American Arbitration Association in effect as of the Effective Date of the Agreement, subject to the conditions and limitations of this Paragraph 12.01.
- b. The demand for arbitration will be filed in writing with the Contractor and a copy will be sent to Engineer for information. The demand for arbitration will be made within the 30 day period specified in Paragraph 12.01.
- c. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include: (i) a concise breakdown of the award; and (ii) a written explanation of the award specifically citing the Contract Document provisions deemed applicable and relied on in making the award.
- d. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal except as provided by the Controlling Law relating to vacating or modifying an arbitral award.
- e. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

2. Other Dispute resolution at election of Owner.

- a. Owner may agree with the Contractor to submit the dispute to another dispute resolution process subject to the 30 day time limit specified in Paragraph 12.01;

3. Dispute resolution at the election of Owner or by Contractor.

- a. If Owner does not elect to resolve disputes by Arbitration per paragraph 17.01.B.1 or the parties do not agree to resolve disputes pursuant to alternative means agreed upon per paragraph 17.01.B.2, after written notice to the other party the dispute will be submitted, subject to the time limit set forth in paragraph 12.01, for resolution in a court of competent jurisdiction.

**ARTICLE 18—MISCELLANEOUS**

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
  1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer (as previously set forth herein), nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor for any consequential damages, including but not limited to lost profits in connection with the Project, any other project or anticipated project, lost bonding capacity, or loss of reputation.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

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

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

**INSURANCE SPECIFICATIONS**  
**LONGHORN DRIVE**  
**TEXAS TOWNSHIP**  
**KALAMAZOO COUNTY, MICHIGAN**

The provisions contained in this Insurance Specification are in addition to those in Article 6 of the General Conditions. In the event of a contradiction, the provisions in this Insurance Specification shall apply.

Prior to commencement of the Work, to protect against liability, loss and/or expense arising from damage to property or injury or death of any person or persons incurred in any way out of, in connection with or resulting from the Work, Contractor shall, at its sole expense, secure and keep in force during the entire period of the Contract between Owner and Contractor such insurance as will provide protection to the Contractor, Owner, Engineer, any additional insureds and loss payees from physical loss and damage to the Work, temporary buildings, falsework, materials, equipment and other property and any claims which may arise out of or result from Contractor's obligations under the Contract Documents and/or the performance of the Work, whether the Work is performed by Contractor, Subcontractor, Supplier, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The following is required:

- 1.01           LIABILITY INSURANCE
- 1.01.01       Owner's & Contractor's Protective Liability Policy

Contractor shall furnish and maintain an Owner's & Contractor's Protective Liability Policy ("OCP policy"). The OCP policy will name the Owner, the Engineer, their consultants, agents, employees and such public corporations in whose jurisdiction the Work is located as the insureds (hereinafter collectively called the "named insureds"). The OCP policy will protect the named insureds for any actual or alleged liability arising out of the work performed by the Contractor, the Subcontractor(s) or Suppliers on this project. The OCP policy will provide primary, non-contributing coverage.

In lieu of the Owner's & Contractor's Protective Liability Policy, the Contractor must add to their Bodily Injury and Property Damage Policy:

- a. **Additional Insured.** The Bodily Injury and Property Damage Policy must name as additional insured the Township, the County, VK Civil, and all agents and employees thereof and, where indicated by the identity of the contracting parties, the protection must be extended to all participating political subdivisions and public corporations.

b. **Per Project Aggregate.** The Bodily Injury and Property Damage Policy must be endorsed with an endorsement that provides the General Aggregate Limit to each designated construction Project.

c. **Umbrella Policy.** An umbrella policy with a \$2,000,000 limit must be provided.

1.01.02 Commercial General Liability Policy

Contractor shall furnish and maintain a Commercial General Liability policy and/or Comprehensive General Liability Insurance Policy (“CGL policy”). The CGL policy shall include coverage for:

- a. All premises and operations;
- b. Explosion, collapse and underground hazards;
- c. Products and Completed Operations Coverage. This coverage shall extend through the contract guarantee period;
- d. Contractual Liability Coverage for the obligations assumed by Contractor in the Indemnification and Hold Harmless agreement found in the General Conditions and Supplementary Conditions of the Contract Documents;
- e. Personal injury, including employees (with no exclusions pertaining to employment);
- f. Advertising injury;
- g. Contractor’s Protective Liability coverage for independent contractors or subcontractors employed by the Contractor.

The CGL policy shall be an occurrence policy.

1.01.03 Automobile Liability Policy

Contractor shall furnish and maintain a Comprehensive Automobile Liability Policy to cover bodily injury and property damage arising out of the ownership, maintenance or use of any motor vehicle, including owned, non-owned, and hired motor vehicles. In light of the standard policy provisions concerning (a) loading and unloading, and (b) definitions pertaining to motor vehicles licensed for road use versus unlicensed or self-propelled construction equipment, it is recommended that the Comprehensive Automobile Liability insurance and the Comprehensive general Liability insurance be written by the same insurance carrier, though not necessarily in one policy.

1.01.04 Worker’s Compensation Insurance and Employer’s Liability Insurance

Contractor shall furnish and maintain Worker's Compensation insurance including Employer's Liability insurance to cover employee injuries or disease compensable under the Worker's Compensation statutes of the States in which the Work is conducted, applicable disability benefit laws, if any, and Federal compensation acts, if applicable, such as the Merchant Marine Act, Federal Employers Liability Act, and the Longshore and Harbor Workers Compensation Act. Self-insurance plans approved by the regulatory authorities in the States in which the Work is performed are acceptable.

1.01.05 Umbrella or Excess Liability

Contractor shall furnish and maintain an Excess or Umbrella Liability policy applicable to both the Commercial General Liability/Comprehensive General Liability Policy and the Automobile Liability Policy. The Contractor is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limits requested. Umbrella or Excess policy language shall be at least as broad as the primary or underlying policy(ies).

The umbrella or excess liability insurance shall be an occurrence policy.

1.01.06 Contractor's Pollution Liability Insurance

Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

1.01.07 Railroad Protective Liability

Contractor shall furnish and maintain a Railroad Protective Liability policy, where such an exposure exists, to provide coverage in the name of each railroad company having jurisdiction over rights-of-way across which Work under the Contract Documents is to be performed. The form of the policy and the limits of liability shall be determined by the railroad company(ies) involved.

1.01.08 Contractor's Professional Liability Insurance

If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall purchase and maintain applicable professional liability insurance. This insurance shall provide protection

against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which that insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

1.01.09 Aviation Liability Insurance

If required on this project as indicated by a check mark in Section 1.04.10, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the ownership, maintenance or use of Manned or Unmanned Aerial Vehicles, including but not limited to drone(s).

1.01.09.01 Minimum Scope and Limit of Insurance

Aviation Liability Insurance on an “occurrence” basis, including products and completed operations, property damage, bodily injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. This coverage may also be provided by endorsement to the Contractor’s Commercial General Liability policy.

1.02 PROPERTY INSURANCE

1.02.01 Builder’s Risk

Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:

- a. include the interests of Owner, Contractor, Subcontractors, Engineer, and [others as identified in 1.03.02] and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as a named insured, additional insured or loss payee;
- b. be written on a Builder’s Risk “all-risk” policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment and shall insure against at least the following perils or causes of loss: fire, wind, lightning, mold, mildew, extended coverage, theft, vandalism, and

malicious mischief, earthquake, actual and constructive collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, flooding and such other perils or causes of loss as may be specifically required by these Insurance specifications;

- c. include an endorsement extending coverage to provide insurance against risks not covered under the basic policy. "Extended coverage" is a term used in the insurance business. All basic insurance policies have exclusions - specific loss causalities that are not covered by the insurance company. An Extended Coverage (EC) policy or endorsement is required to cover any such exclusions;
- d. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
- e. cover materials and equipment that is in place, stored at the job site, stored elsewhere, or in transit at the risk of the insureds;
- f. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- g. include testing and startup;
- h. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued; and
- i. contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in this Insurance Specification, or the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any

party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

### 1.03 OTHER INSURANCE REQUIREMENTS

#### 1.03.01 Additional Insureds

Contractor is required to list as additional insureds on the commercial General Liability policy/Comprehensive General liability policy, the Automobile Liability policy, umbrella or excess, the Railroad Protective Liability policy, the Builder's Risk policy, pollution liability policies, and aviation liability insurance, the following persons or entities:

- a. Texas Township
- b. City of Kalamazoo
- c. Kalamazoo County Drain Commission
- d. Road Commission of Kalamazoo County
- e. VK Civil

The additional insured coverage shall include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and every additional insureds; and the insurance afforded to these additional insured shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements. Each additional insured endorsement shall state that each additional insured is entitled to the same rights as the named insured in the event of cancellation, including but not limited to prior notice of cancellation.

#### 1.03.02 Loss Payees

Contractor is required to list as loss payees on each property insurance policy, including but not limited to the Builder's Risk policy, the following persons or entities:

- f. Texas Township
- g. City of Kalamazoo
- h. Kalamazoo County Drain Commission
- i. Road Commission of Kalamazoo County
- j. VK Civil

#### 1.03.03 Notice of Cancellation or Intent Not to Renew

The policies required by these Insurance Specifications shall contain a provision or endorsement that the coverage afforded cannot be canceled, materially changed or renewal refused unless, at least 30 days prior to such cancellation, material change or refusal to renew, written notice of such action has been given to Owner, Engineer, Contractor and to each other additional insured and loss payee. All notices of cancellation, material change or refusal to renew shall be made by certified mail or personal delivery to the Owner, Engineer, Contractor and each other additional insured and loss payee.

1.03.04 Evidence of Coverage

Prior to commencement of the Work, Contractor shall furnish to the Owner, Engineer and each other additional insured and loss payee identified in these Insurance Specifications, Certificates of Insurance on the form provided by the Owner, if any. Other forms of Certificate are acceptable only if (1) they include all of the information set forth on the form provided by the Owner, including but not limited to the cancellation provisions set forth in Paragraph 1.03.03; (2) show that all the insurance requirements set forth in these Insurance Specifications are met, and; (3) are approved for use, in writing, by the Owner.

If requested by Owner, Contractor shall furnish complete copies of the policies, including all declaration sheets, endorsements, riders, amendments and all other changes or attachments to the policy. Such policy copies shall be certified by the insurance carrier as true and accurate copies of the originals, or shall be designated by the insurance carrier as "Originally Signed Copies".

1.03.05 Qualifications of Insurers

In order to determine the financial strength and reputation of insurance carriers, all companies providing the coverages required by these Insurance Specifications shall be authorized to do business in the State or States where the project is located and shall have a financial rating not lower than VIII and a policyholder's service rating not lower than "A-" as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than A-:VIII will be acceptable only upon written consent of the Owner.

1.03.06 Deductible Liability

Any and all deductibles in the policies described in these Insurance Specifications shall be assumed by, for the account of, and be the sole responsibility of Contractor. The amount of any deductible is subject to approval by the Owner.

1.03.07 Insurance will be Primary

The insurance required to be obtained and kept in force by the Contractor under these Insurance Specifications shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by the Owner, Engineer, and any additional insureds or loss payees. Any insurance, self-insurance or self-retention maintained by the Owner, Engineer or any additional insureds or loss payees shall be in excess of the insurance obtained and kept in force by the contractor under these Insurance Specifications and shall not contribute with it.

1.04 MINIMUM LIMITS

1.04.01 The minimum limits for the insurance required by these Insurance Specifications shall provide coverage for not less than the following amounts or greater where required by Laws or Regulations:

1.04.02 Owner's & Contractor's protective Liability Policy

- a. Each Occurrence \$1,000,000
- b. General - Aggregate \$2,000,000

1.04.03 Contractor's Commercial General Liability and/or Comprehensive General Liability:

- a. General - Aggregate \$2,000,000
- b. Products - Completed Operations Aggregate \$2,000,000
- c. Personal and Advertising Injury \$1,000,000
- d. Each Occurrence \$1,000,000
  - Fire Damage \$ 50,000
  - Medical Expense \$ 5,000

1.04.04 Comprehensive Automobile Liability (in accordance with Michigan's No Fault Statute):

- a. Combined Single Limit of \$1,000,000

1.04.05 Worker's Compensation and Employer's Liability:

- a. State: Statutory
- b. Employer's Liability:
  - Each accident \$ 500,000
  - Disease - Each employee \$ 500,000
  - Disease - policy limit \$ 500,000
- c. Federal, if applicable (e.g. FELA, Longshoreman's, etc): Statutory

1.04.06	Excess or Umbrella Liability	
	Unless increased limits are required as checked below, the limits shall be:	
	General Aggregate	<u>\$2,000,000</u>
	Each Occurrence	<u>\$2,000,000</u>
	<u>Option One</u> <input type="checkbox"/> <b>Check if requested</b>	
	General Aggregate	<u>\$5,000,000</u>
	Each Occurrence	<u>\$5,000,000</u>
	<u>Option Two</u> <input type="checkbox"/> <b>Check if requested</b>	
	General Aggregate	<u>\$10,000,000</u>
	Each Occurrence	<u>\$10,000,000</u>
1.04.07	Contractor's Pollution Liability Policy	<u>\$1,000,000</u>
1.04.08	Builder's Risk "all risk" policy	Full Replacement Cost
	<input type="checkbox"/> <b>Check if requested</b>	
1.04.09	Railroad Protective Liability	\$ _____
	<input type="checkbox"/> Check if requested	
1.04.10	Aviation Liability Insurance	
	<input type="checkbox"/> <b>Check if requested</b>	
1.04.10.1	General – Aggregate	<u>\$2,000,000</u>
1.04.10.2	Products – Completed	
	Operations Aggregate	<u>\$2,000,000</u>
1.04.10.3	Each Occurrence	<u>\$1,000,000</u>

**PROJECT SPECIFICATIONS**  
**LONGHORN DRIVE**  
**TEXAS TOWNSHIP**  
**KALAMAZOO COUNTY, MICHIGAN**

1. CONSTRUCTION SPECIFICATIONS

The work in this contract shall be completed in accordance with the General and Supplementary Conditions, Turf Establishment, Surface Restoration Specifications, Sidewalk Specifications, and the Project Specifications for this project.

Work under this contract shall be performed in accordance with the referenced specifications titled, "City of Kalamazoo, Standard Specifications for Wastewater Sewer Installation, 2013" or "City of Kalamazoo, Standard Specifications for Water Main and Service Installation, 2021" or "Road Commission of Kalamazoo County, Construction Guidelines, January 2017" with the following modifications and additions to the above specifications.

For a standard construction method or Contract procedure not specifically covered by the "City of Kalamazoo, Standard Specifications for Wastewater Sewer Installation, 2013" or "City of Kalamazoo, Standard Specifications for Water Main and Service Installation, 2021" or "Road Commission of Kalamazoo County, Construction Guidelines, January 2017" or the following modifications and additions to the above specifications, or shown on the Plans, the current Michigan Department of Transportation Standard Specifications for Construction shall apply.

2. PERMITS

The Contractor shall obtain all permits necessary for construction of this project not obtained by the Owner – including those mentioned below. The Contractor shall pay for any charges or bonds required by agencies for permits, inspections or similar charges to construct this project as shown on the drawings.

The following permits are required prior to commencing construction of the project

- a. Part 91 of Act 451 Soil Erosion and Sedimentation Control – Texas Township will acquire once contractor is selected.

The following have been acquired

- b. Michigan Department of Environmental Quality (MDEQ) Part 41 of Act 451 Construction Permit for Wastewater Systems. Permit NO. *P41003748 v.1*

- c. MDEQ Act 399 Construction Permit for Water Supply Systems. Permit NO. ACT-255807
- d. Road Commission of Kalamazoo County. Permit NO. 2024-012252

The Contractor shall obtain all other permits necessary for construction of this project not obtained by the Owner. The Contractor shall pay for any charges or bonds required by agencies for permits, inspections or similar charges to construct this project as shown on the drawings. Permits the contractor may need to obtain include but are not limited to those for work in road right-of-way, from private utilities, and from the local building and health departments.

3. STAKING

VK Civil will provide construction staking for this project. The Contractor shall give 72 hours notice when requesting stakes. The Contractor shall exercise proper care in the preservation of all stakes set for his use or the use of the engineer and if such stakes are damaged, lost or removed by Contractor's operation, the cost of resetting may be charged to the contractor.

4. MEASUREMENT AND PAYMENT

Payment shall be made for the proposal items only. All of the work specified in the contract documents and indicated on the drawings shall be considered included in the unit prices shown on the proposal. The unit price bid for each proposal item shall be payment in full for completing the work, ready for use as specified.

All construction shall be measured for payment by the Owners Representative in accordance with the items listed in the proposal and as may be more specifically directed below.

Clearing Brushing and Tree Removal – All costs for clearing, brushing, tree removal, tunneling, and preservation of trees shall be considered incidental to the major items of work unless specific items have been provided in the proposal. Where specific items have been provided in the proposal per tree size, trees will be measured at a point 4 ½' above the ground line at the base of the tree. Where more than one tree has grown from a common stump, each tree is measured as a separate tree.

Removal of Surface Improvements – All costs for removal of surface improvements shall be considered incidental to the major items of work unless specific items have been provided in the proposal.

Existing Underground Utilities and Structures – All costs for replacement, relocation, reconnection, removing and salvaging, shoring, bracing, or abandonment of existing utilities, structures, utility poles, and guy wires shall be

considered incidental to the major items of work unless specific items have been provided in the proposal.

Excavating and Trenching – When the trench width above the top of the pipe is appreciably greater than that which is reasonably required by project conditions in the judgment of the Township, any additional cost for backfill material, surface restoration, or other items that are the result of such excess width shall be borne by the Contractor.

All costs for installation of sheeting, shoring, bracing, and shelving shall be considered incidental to the major items of work unless specific items have been provided in the proposal.

Dewatering, including the use of stone or gravel for dewatering purposes when required, will not be paid for separately but shall be included in the contract price for the major items of work.

Rock excavation, removal, and disposal shall be paid for at the contract price per cubic yard. Only boulders of 1 cubic yard or greater in volume that cannot be removed with power excavating equipment or rock as defined herein will be measured for payment. Measurements of rock will be made by the Engineer after rock is removed from the excavation by measuring the trench before the pipe is installed. The cross sectional area will be measured at 25 foot intervals or closer if required to accurately measure the trench. The maximum depth which will be measured for payment shall be from the top of the rock formation to the specified subgrade for the pipe embedment material. The maximum width of trench to be considered for payment shall be as follows:

1. Below outside top of pipe, maximum width shall be the outside diameter of the pipe plus 12 inches but not less than 30”.
2. From outside top of pipe to top of rock formation, maximum width shall be computed based on a 5 on 1 slope vertically for the sides of the trench.

The volume will be computed by the Engineer using the method of average end areas based on measurements of rock actually removed subject to the maximum limits specified.

Boring and Jacking – Boring and Jacking of pipe or casing shall be paid for at the contract price per lineal foot of length of casing or pipe actually jacked or pushed into place. No additional payment will be made where the Contractor jacks or installs additional casing not shown on the plan or authorized by the engineer. The carrier pipe shall be paid at the contract price per unit prices shown on the proposal and shall be payment in full for furnishing and installing the carrier pipe inside the casing.

Subgrade – Contractor shall notify Engineer of any questionable material encountered and the Engineer shall determine if it is suitable. If the soil in the bottom of the trench is soft due to excessive amounts of groundwater, weather,

and/or the Contractor's method of operation, stabilization of the trench bottom shall be at the Contractor's expense. Payment for removal and replacement of unstable organic material or naturally soft clay, or installation of special foundations, will be paid under the contract provisions for extra work, unless specific items have been provided in the proposal.

Surface Restoration – All work necessary to return the area of construction operations to its original condition shall be considered incidental to the major items of work unless specific items have been provided in the proposal.

Where specific items have been provided in the proposal for restoration by lineal foot, measurements of restoration will be made along the utility centerline at the ground surface excluding pavement surfaces. Disturbed areas shall be repaired as often as necessary in order to produce a close stand of weed free grass. Any additional costs for repeated repair of disturbed areas shall be borne by the contractor.

Laying Pipe (Watermain) – Measurement of the length of the watermain shall be in horizontal lineal feet along the centerline of the main.

Laying Pipe (Sanitary Sewer) – Measurement of the length of the sanitary sewer shall be in lineal feet along the centerline of the sewer from center of manhole to center of manhole. Where depth classifications are provided, the depth of the sewer connecting two adjacent structures shall be considered as being the average of the depth from earth grade to the sewer invert at these structures.

Sanitary Sewer Laterals – The length of sanitary sewer laterals shall be measured horizontally along the surface from the center of the main sewer to the plugged end of the lateral to include all pipe fittings and appurtenances.

Where specific items have been provided in the proposal for construction of property line risers or mainline risers, the length of risers shall be measured along the pipe from the top main sewer or lateral to the upper end of the riser. The measurement for riser construction will not be subtracted from the horizontal measurement for sanitary laterals.

Laying Pipe (Forcemain) – Measurement of the length of the forcemain shall be in horizontal lineal feet along the centerline of the main.

Traffic Control – Cost of providing any required traffic control shall be considered incidental to the project unless specifically listed in the proposal.

## 5. CONCRETE

Concrete for the sidewalk and driveway replacement and other concrete improvements shall meet the requirements for Grade P1 Concrete or Grade S2

Concrete as specified in the MDOT 2020 Standard Specifications for Construction Section 601, "Portland Cement Concrete Pavements". Concrete shall be six sack limestone mix and shall be air-entrained and shall have a compressive strength of not less than 3,500 pounds per square inch, within twenty-eight (28) days of paving. Other materials shall meet the requirements of the applicable portions of the MDOT 2020 Standard Specifications for Construction.

6. WORK ON PRIVATE PROPERTY

Construction operations on private property shall be kept within the right-of-way and easements as shown on the plans. Damage to property (lawns, cultivated fields, trees, drain tiles, irrigation systems, etc.) outside the limits noted above shall be entirely the Contractor's responsibility for repair, replacement, restoration or cost reimbursement.

7. SOIL BORINGS

Attached is a geotechnical report for the 'Bronson Primary Care', adjacent to the site, for informational purposes. Neither the engineer nor the owner guarantees that the materials shown in these borings are accurate, that other materials might not be encountered, nor that the proportions of the various materials shown will not vary from the information shown thereon. The bidder will be responsible for making his own subsurface soil investigations and shall make his own determinations therefrom.

The bidder, by submitting a bid, waives all claim for damages which he may suffer by reason of the inadequacies or discrepancies of the information shown on these soil boring logs and understands that no compensation will be paid to him due to any inadequacy or discrepancy in this data.

8. UTILITIES

The Contractor shall notify the utility companies of his schedule and obtain any necessary permits from them. Those companies include but are not limited to: Consumers Energy, AT&T, DTE Energy, Charter Cable, and Comcast Communications.

The Contractor shall pay for any charges by the utility companies for permits, inspections, or similar charges required to construct the project as shown on the drawings.

9. SITE AMENITIES

The trash receptacle shall be by ANOVA – and shall be the Exposition 33 Gallon Plastic Receptacle with Side Door in color Black.

The bench shall be Belson Outdoors – Malibu Bench Model P-660 Portal 6 Foot Length with Mounting Bracket in color Cedar.

The bike rack shall be the Emerson Bike Rack by Landscape Forms and shall be aluminum with dimensions 4 inches deep by 20 inches long by 30 inches tall, frame color shall be obsidian and shall be surface mounted with 30 inches of spacing between racks.

**The planter shall be**

The Serviceberry and Eastern Redbud trees shall be 2.5” caliper at the time of planting.

10. TREE REMOVAL

Trees noted for removal on the drawings shall be taken down and removed from the right-of-way in a manner that does not endanger the adjoining property, or persons or traffic using the right-of-way. Tree limbs (less than three (3) inches in diameter) and tree stumps shall be completely removed and disposed of by the Contractor.

Firewood from the trees removed shall remain the property of the adjoining property owner. If the adjoining property owner does not want the remaining firewood, it shall be the property of the Contractor and disposed of by the Contractor.

Because of the concern for preservation of trees in the area, only those trees that have been indicated on the construction drawings are to be removed.

Trees six (6) inches and smaller that are removed will not be considered a pay item. If shown in the proposal, trees over six (6) inches that are removed shall be a pay item. If not shown in the proposal, trees over six (6) inches that are removed shall be considered part of the major items of work.

All other trees are to be preserved unless written permission for removal is obtained from the adjoining property owner and the Engineer. Selective pruning of trees will be permitted to allow operation of the Contractor’s equipment and this will be required for the necessary clearances along the proposed sidewalk. Tree branches and roots shall be pruned neatly and the scars shall be covered with an approved tree dressing.

11. STUMP REMOVAL

As noted on the drawings or as authorized by the Engineer, existing tree stumps as well as stumps remaining from trees which are removed shall be completely removed and disposed of by the Contractor. Grinding stumps down will not be permitted except as specifically authorized by the Engineer. All stumps and root material within two feet (2') of the project area shall be completely removed.

12. TREE REPLACEMENT

Replacement trees shall be the size and type specified in the proposal. Transplanting replacement trees shall be performed in accordance with the 2020 MDOT Standard Specifications for Construction Section 815 "Landscaping". The Contractor shall replace transplanted trees that are not in a vigorous growing condition one year after transplanting. Unless otherwise specified, tree replacement shall be a pay item.

13. TREE TRIMMING

Adjacent trees shall be trimmed to allow for a minimum of ten (10) feet overhead clearance and one (1) foot side clearance to the edge of the sidewalk or pathway. Unless otherwise specified, cost shall be considered part of the major items of work.

10. PROJECT COMPLETION

The project shall be substantially complete on or before October 1, 2026.

Project final completion, including turf restoration, shall be by November 1, 2026.

MICHIGAN  
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION  
FOR  
**TURF ESTABLISHMENT, PERFORMANCE**

RSD:JLB

1 of 6

APPR:DMG:KJS:05-29-20

**a. Description.** For the work identified in this special provision paid for by the pay item Turf Establishment, Performance only, delete section 816 of the Standard Specifications for Construction and replace it with this special provision. The Contractor is responsible for the performance and quality of turf growth in the areas shown on the plans and as identified by the Engineer. Comply with all local, state and federal laws when completing this work.

Establish a durable, permanent, mature, perennial turf. The work consists of fundamental turf work, including but not limited to topsoiling, seeding, mulching, erosion control, maintenance, watering and repair of turf as described herein during the life of the contract and during the life of any supplemental performance bond which may ensue.

Choose and implement proven turf establishment industry practices; provide all necessary labor and equipment; select and provide all turf establishment materials; and control erosion and any subsequent sedimentation at all times.

Perform a site analysis, interpret the results and implement a turf establishment program to ensure compliance with this specification. The site analysis must take into consideration topsoil needs, fertilizer and pH requirements, seed mix, existing and future soil moisture levels, slopes and grades, required erosion control items and devices, maintenance requirements, local highway snow removal and deicing practices, and any other characteristics that influence and affect turf establishment.

Subsection 107.11 of the Standard Specifications for Construction is revised relative to the Contractor's responsibility for the repair of turf establishment work as follows. The Contractor is responsible, at no additional cost to the contract, for the repair of turf establishment work occasioned by storm events of up to 3 inches of rain in a 24 hour period as documented by local meteorological data submitted to the Engineer for review and approval. All other portions of subsection 107.11 remain unchanged.

1. Contractor Turf Establishment Experience Requirements. Ensure weed control is done by a commercial herbicide applicator, licensed by the State of Michigan and certified by the Michigan Department of Agriculture & Rural Development (MDARD) in the appropriate category to apply herbicides. Use application procedures and materials in accordance with federal, state and local regulations. Use of restricted use chemicals is prohibited. Provide appropriate documentation and secure approval from the Engineer before application of herbicides.

At least 10 work days prior to start of turf establishment, provide documentation to the Engineer, from the Contractor performing the turf establishment work, that they meet one or both of the following requirements.

A. At least one person employed by the Contractor performing the turf establishment work and assigned to the job site has a degree or certificate in Turf Management, Horticulture, or related field.

B. At least one person employed by the Contractor performing the turf establishment work and assigned to the job site has at least 5 years of experience in roadside turf establishment.

**b. Materials.** Provide topsoil, seed, mulch, pesticide, herbicide, mulch blankets and any other unique erosion control materials as necessary to fulfill this specification, as shown on the plans. Use additional materials, as necessary, to meet the standards set forth for turf establishment in this special provision. The use of sod on the project requires the prior approval of the Engineer and if approved, may be used at limited site locations only.

Selection of all materials is the responsibility of the Contractor with the following minimum conditions.

1. Soil. Provide furnished or salvaged topsoil, which may be blended compost, that will support vigorous growth. Ensure topsoil is humus bearing and placed at least 4 inches deep. Ensure it is free of stones larger than 1/2 inch (2 inches on freeway projects) in diameter and other debris. Trim and grade the finished slope in accordance with subsection 205.03.N of the Standard Specifications for Construction.

2. Seed. Use a seeding mixture that is composed of four or more species of perennial grass. Use only species and their cultivars or varieties which are guaranteed hardy for Michigan.

Recommended species of perennial grasses include Kentucky Bluegrass, Perennial Ryegrass, Hard Fescue, Creeping Red Fescue, Chewings Fescue, Turf-type Tall Fescue, Buffalo grass, and Alkaligrass-Fults Puccinellia distans. Select cultivars or varieties of grasses that are disease and insect resistant and of good color. Ensure that no one species in the mix is less than 5 percent, or more than 25 percent, of the mixture by weight. Do not select grass species considered noxious or objectionable, such as Quack Grass, Smooth Brome, Orchard Grass, Reed Canary Grass and others.

A. Ensure the seed is legally saleable in Michigan. Ensure the seed product does not contain more than 10 percent inert materials. Ensure the seed source is an MDOT approved certified vender.

B. Adapt the species and varieties of seed to the site conditions, to the site use, and to the soils, moisture and local climate. Site use may include, but is not limited to, detention pond, wildlife habitat, playground, wetlands, forested wetland, rural roadside, urban roadside and highly maintained front yard.

C. Ensure at least two of the species in the mixture proposed to be planted within 15 feet behind the curb or the shoulder are salt tolerant.

3. Mulch. Mulch seeded areas with the appropriate materials for the site conditions to promote germination and growth of seed and to mitigate soil erosion and sedimentation.

4. Herbicides. Comply with all federal, state and local laws. As part of the MDARD weed

control application, the Contractor is required to make proper notifications and/or postings in accordance with the label and MDARD requirements for all locations that will be sprayed. Notify the Engineer at least 48 hours prior to any applications being made. Furnish and apply herbicide(s) as needed. It is the Contractor's responsibility to select the herbicide(s) and the rate at which it is used. Obtain the Engineer's approval of work methods and herbicide(s) selected prior to the application of the herbicide(s). Complete a spray log and submit to the Engineer each day an application is made.

Do not draw water from any waterway (i.e. river, ditch, creek, lake etc.) located on state, county or municipal right-of-way, for mixing with herbicides.

5. Fertilizers. Furnish and apply fertilizer(s) as needed. It is the Contractor's responsibility to select the fertilizer(s) and the rate at which it is used. Phosphorus is allowed for use only at the time of planting and when required by soil conditions. Obtain the Engineer's approval of work methods and fertilizer(s) prior to the application of the fertilizer(s).

6. Water. Furnish and apply water from an approved source at a rate to promote healthy growth.

**c. Construction.** The Contractor is responsible for all work and all construction methods used in completing this work. Implementation of any part of the standard specifications or standard plans by the Contractor does not relieve the Contractor of responsibility for acceptability of the construction methods or for the quality of the work.

1. Inspection of the Work. The Contractor is responsible for all inspection of turf establishment work.

Use a Contractor's Daily Report, approved by the Engineer, to report inspections made and to document turf establishment work performed on this project. Complete and submit a Contractor's Daily Report to the Engineer when any work performed under this special provision is in progress.

Include all necessary materials documentation including tests slips, certifications, etc. with the associated Contractor's Daily Report.

The Engineer will determine the acceptability of the Contractor's Daily Report in terms of their completeness and accuracy. The Engineer reserves the right to verify all submitted measurements and computations. Failure by the Contractor to submit acceptable and timely reports to the Engineer may result in withholding of progress pay estimates on turf-related items until such time as reports are submitted and deemed acceptable.

The Engineer reserves the right to inspect the project for any reason in accordance with subsection 104.01 of the Standard Specifications for Construction, including the fulfillment of other inspection requirements such as Soil Erosion and Sedimentation Control, NPDES, etc. Inspections made by the Engineer do not relieve the Contractor of the responsibility for inspections required by this special provision or the Contractor's responsibilities for erosion control and turf establishment.

2. Erosion Control. Control erosion at all times in accordance with section 208 of the Standard Specifications for Construction. Control of soil erosion is the responsibility of the Contractor. However, ensure sedimentation controls are placed as shown on the plans or as

directed by the Engineer. Continuously monitor the site for needed erosion repair from any cause as addressed in the contract. Return all eroded areas to original grade as detailed in the contract.

Take immediate corrective action if sedimentation occurs in drainage structures or any watercourse or water containment area and stabilize all disturbed areas contributing to this sedimentation within 24 hours after the erosion occurrence. Remove sediment deposited as a result of the Contractor's inability to control the soil erosion at the Contractor's expense.

Reimburse the Department for any costs levied against the Department, such as fines, environmental costs, costs for remedies required, or any other costs as a result of the Contractor's failure to comply with this special provision and with federal, state and local laws.

3. Erosion Repair. The Contractor is responsible for all repairs and liable for all consequences (legal, monetary or other) associated with erosion or sedimentation damage to finished or unfinished work.

Report all erosion occurrences and the repairs made by the Contractor to the Engineer in the format and at the frequency required by the Engineer. Repair any erosion, displacement or disturbance to ongoing or completed work by any cause at no additional cost to the contract unless otherwise noted herein.

The Contractor is responsible and liable for all traffic control and safety measures required to repair and protect damaged turf areas. Repair any eroded area that may affect the support of the roadbed or safety of the public within 24 hours of the erosion occurrence.

Place protective devices such as barriers, directional signs/signals, temporary fence, or any other safety measures immediately after any erosion damage occurs that has the potential of endangering the public. In these instances, provide the Engineer with a written summary of the immediate action taken describing the repairs made and the safety measures taken, within 24 hours of the occurrence of the damage.

4. Mowing and Weeding. Maintain turf to a visually appealing level, and not more than 8 inches in height at any time, prior to acceptance. Weeds must be controlled to less than 10 percent of the turf establishment area at all times during construction.

5. Final Acceptance and Supplemental Performance Bond.

A. Final Acceptance Parameters. Ensure before final acceptance of the turf establishment work, all of the following minimum parameters are met throughout all exposed areas of the project designated on the plans or identified by the Engineer as turf establishment areas: there must be no exposed bare soil and the turf must be fully germinated, erosion free, weeds less than 10 percent, disease free, dark green in color and in a vigorous growing condition.

The Engineer will notify the Contractor of the dates and times of all acceptance inspections. The Contractor may accompany the Engineer during these inspections. If the Contractor does not agree with the decision made by the Engineer, the Contractor may request an inspection by a mutually agreed upon third party (Michigan State University Extension service or other). A joint inspection, to include the Engineer, the Contractor, and the third party, will be scheduled by the Engineer. Pay all expert fees and

expenses charged by the third party.

B. Supplemental Performance Bond. In the event that all contract items of work are completed, including the placement of all turf establishment items of work, and the final acceptance of the project is delayed because the final acceptance parameters for the turf establishment work have not been fully met; the Contractor may propose to the Engineer the use of a supplemental performance bond.

The bond serves to secure the successful completion of turf establishment work and fulfillment of all final acceptance parameters for the turf establishment work. Ensure the supplemental performance bond, in all respects, is satisfactory and acceptable to the Department and executed by a surety company authorized to do business with the State of Michigan.

Ensure the bond is in an amount equal to 50 percent of the turf establishment work items covered by this special provision. Ensure the bond remains in place for two growing seasons. At the discretion of the Engineer, the bond may be reduced on a prorated basis as portions of the areas designated for turf establishment on the project meet the final acceptance parameters.

Prior to commencement of any work necessary to meet the acceptance parameters during the bonded period, the Contractor must apply for a permit to work within the right-of-way through the [MDOT Permit Gateway](#). The permit fee and an individual permit performance bond will not be required. The permit insurance requirements, however, will be required.

d. **Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

<b>Pay Item</b>	<b>Pay Unit</b>
Turf Establishment, Performance .....	Square Yard

**Turf Establishment, Performance** includes installing, maintaining, inspecting, repairing and meeting the acceptance parameters for turf establishment specified in this special provision, including preparation, updating and submittal of the Contractor's Daily Reports.

Repairs made to damaged turf establishment areas as a result of a documented storm by local meteorological data resulting in rainfall amounts of more than 3 inches in a 24 hour period will be paid for as an increase to original quantities in accordance with subsection 109.05 of the Standard Specifications for Construction.

The following schedule of payment applies to work performed in accordance with this special provision. Upon completion of topsoil surfacing stage, 50 percent of the authorized amount for **Turf Establishment, Performance** will be paid to the Contractor. The remaining 50 percent of the authorized amount will be paid upon completion of all other work necessary to comply with this special provision and to meet all final acceptance parameters for **Turf Establishment, Performance** or at such time as the supplemental performance bond is accepted by the Department.

The supplemental performance bond and all costs associated with turf establishment work performed during the duration of the performance bond will not be paid for separately. These

costs which may include, but are not limited to, mobilization, traffic control devices, and the required permit insurance are included in the unit price bid for **Turf Establishment, Performance.**

# SURFACE RESTORATION SPECIFICATIONS

## LONGHORN DRIVE

### TEXAS TOWNSHIP KALAMAZOO COUNTY, MICHIGAN

#### 1. GENERAL

All areas within existing rights-of-way and adjacent areas disturbed by construction operations shall be restored to the original condition thereof as determined by the Engineer using information from plans, surveys, and photographs or video tapes when available.

The work shall be performed in accordance with the specifications and drawings, the MDOT 2020 Standard Specifications for Construction and the following specifications.

#### 2. GRADING

All streets, walks, and other improved surfaces disturbed by construction operations shall be replaced to uniform lines and grades established by the Engineer. The Contractor shall haul in approved fill material as necessary. The Contractor shall dispose of, grade and compact excess cut material on site as directed by the engineer.

The Contractor shall perform all grading, compacting, shaping, and related work required to prepare the subgrade to the satisfaction of the Engineer. The cost for preparing the subgrade as specified herein shall be incidental to the cost of the project, and no specific payment will be made therefor.

##### Grade Tolerances:

Subgrade: +/-  $\frac{3}{4}$ "

Subbase: +/-  $\frac{1}{2}$ "

Aggregate Depth +/-  $\frac{1}{2}$ "

##### Pavement Depth:

In no instance shall the finished bituminous course thickness be more than  $\frac{1}{2}$ " thinner than plan thickness.

#### 3. TESTING

Testing Requirements:

##### Compaction (Based on the Michigan One Point Cone Test)

Aggregate Base: 98%

Aggregate Surface: 98%

Gravel Shoulder: 95%  
Sand sub-base: 95%  
Hot Mix Asphalt Pavement: 92%-96% of the Theoretical Maximum Density.

Pavement cores may be taken for density determination if it appears that there is not enough compactive effort being made during paving operations. Cost for testing and repair will be the responsibility of the owner if the tests indicate the pavement surface falls below the specifications listed in this section.

Sub-grade is to be proof rolled prior to placing sub-base material. Any areas indicating signs of yielding are to be undercut and filled and compacted with material meeting MDOT Class II requirements.

Aggregate performance and stability is to be verified prior to the first course of pavement as directed by the Engineer.

#### 4. HOT MIX ASPHALT (HMA)

HMA streets shall be constructed in accordance with the typical section shown on the drawings or match existing thicknesses.

Base course shall be applied at a rate of 220 lbs./sq. yd. of MDOT 4E1 HMA in one lift over eight (8) inches of compacted MDOT 22A aggregate. Mix designs must be submitted to the Engineer for approval.

Bond coat is to be applied between successive courses of asphalt and to all surfaces that the pavement will be in contact with, including existing pavement edges, edges of concrete curb, etc.

Leveling Course shall be applied at a rate of 220 lbs./sq. yd. of MDOT 4E1 HMA in one lift over a bonding agent over the Base course. Mix designs must be submitted to the Engineer for approval.

Wearing Course shall be applied at a rate of 220 lbs./sq. yd. of MDOT 4E1 HMA in one lift over a bonding agent over the Leveling course. Mix designs must be submitted to the Engineer for approval.

Construction methods shall be in accordance with Sections 302, 501, 502 of the MDOT 2020 Standard Specifications for Construction.

The Contractor shall not place the aggregate base course until the subgrade has been approved by the Engineer. The Contractor shall not place the first course of HMA and each successive course of HMA until the underlying aggregate or HMA course has been approved by the Engineer. Proof rolling is required prior to placement of subbase and first course of HMA. No live-bottom

trucks may be used unless directed by the Engineer and after base has been proven to withstand comparable loads with turning.

When an HMA surface that is not a street is disturbed by the Contractor's operations, that surface shall be replaced at a thickness equal to the thickness of the existing pavement adjacent to the trench but not less than one and one-half (1.5) inches thick. If existing pavement is greater than two (2) inches in thickness, the replacement pavement shall be placed in two or more layers. Aggregate base shall be replaced at a thickness equal to the adjacent aggregate base (minimum six inches).

A minimum of two rollers will be used for compacting and finishing HMA surface. There shall be no visible roller marks on the finished surface of all courses of HMA.

For placement of valley gutters, pavers shall be equipped with an extension to the vibrating screed adjustable to fit the typical section shown on the drawings.

HMA street placement will be paid for by items as listed in the proposal.

## 5. CONCRETE

The Contractor shall replace all concrete sidewalks, drives, curb and gutter, and pavement removed during the installation of the utility or damaged by the Contractor.

Concrete shall meet the requirements for Grade S2 Concrete as specified in Section 701 of the MDOT 2020 Standard Specifications for Construction and shall have limestone aggregate. Other material shall meet the requirements of the applicable portions of the MDOT 2020 Standard Specifications for Construction.

The thickness of the concrete shall be the same as the concrete adjacent to the disturbance but shall not be less than four (4) inches. The alignment and grade and the contour and finish of the surface shall be the same as the concrete adjacent to the trench unless otherwise directed by the Engineer.

Pavements, walks, curb & gutter, and drives shall be sawed at the edges of the disturbance or removed to existing joints as directed by the Engineer. The depth of the saw cut shall not be less than the full depth of the concrete.

Curb & gutter shall match the existing curb and contain two No. 4 steel reinforcing bars. Curb & gutter shall be placed in accordance with Section 802 of the MDOT 2020 Standard Specifications for Construction.

Sidewalk and concrete driveways shall be placed in accordance with Sections 801 and 803 of the MDOT 2020 Standard Specifications for Construction.

Concrete replacement will be paid for by items listed in the proposal.

6. AGGREGATE SURFACES

Aggregate streets, drives, shoulders, and other areas shall consist of a minimum of eight (8) inches of aggregate surface course as specified below.

Aggregate surface course shall meet the requirements of Sections 306 and 902 of the MDOT 2020 Standard Specifications for Construction.

All material shall be taken from stockpiles that have recently been tested by the county road commission, MDOT, or an independent laboratory. Aggregate material that is removed from roadways and driveways shall not be reused but shall be replaced with an equivalent depth of newly compacted aggregate conforming to MDOT 22A Limestone.

Aggregate surface replacement will be paid for by items listed in the proposal.

7. SAW CUTTING

Where HMA and concrete surfaces are being removed, a clean sawcut smooth joint the full depth of the material shall be made. Bond coat or joint material shall be applied if necessary. Cuts shall be made to the nearest joint unless directed otherwise by the engineer.

8. CULVERTS AND ROADSIDE DITCH

Culverts that are removed may be reused if they are in sound condition. If damaged, the culverts shall be replaced with ASTM C76 Class III (or stronger if necessary) concrete pipe or as specified on the plans. The existing roadside ditch and drive culverts, if removed, shall be restored to their original grades.

9. UNDERGROUND SPRINKLING EQUIPMENT

The Contractor shall take the necessary precautions to preserve underground sprinkling lines, valves & heads, and water system curb stops & boxes during construction. Any underground sprinkling equipment disturbed by the Contractor shall be replaced at the Contractor's expense.

All underground sprinkling equipment shall be replaced in a timely fashion so as to minimize damage to the lawn areas. The Contractor will be responsible for any lawn damage caused by delayed replacement of the sprinkling equipment.

10. FENCES

Fences, which are removed for construction, shall be replaced with equal or better type and size.

11. TREE/BUSH REPLACEMENT

Replacement trees, ornamental shrubbery, and bushes that are removed during construction shall be replaced in kind and size in a vigorous growing condition.

Transplanting replacement trees/bushes shall be in accordance with Section 815 of the MDOT Standard Specifications for Construction.

All newly planted or transplanted trees, shrubs, and bushes shall be insured by a one (1) year warranty commencing from the date of installation.

12. SCHEDULING OF RESTORATION WORK

Initial restoration (rough grading, temporary aggregate if necessary, removal of excess excavated material and debris) shall be done each day to the extent necessary to allow the movement of local traffic and permit access to all properties for emergency vehicles. Maintenance of streets, drives, sidewalks, etc. shall be the responsibility of the Contractor (including dust control, grading, stabilization, etc.) until the restoration is complete and has been accepted by the Engineer.

Restoration of each street, sidewalk, or section of utility line shall follow the construction in a timely fashion so as to minimize inconvenience to the adjacent property owners and the general public. The manner in which this restoration is done by the Contractor will be a determining factor in the approval by the Engineer of staking requests and partial payment requests.

13. LIMITS FOR MEASURE & PAYMENT FOR SURFACE RESTORATION

All work necessary to return the area of construction operations to its original condition, other than the items listed in the Proposal, shall be considered incidental to the construction, and no specific payment will be made therefor.

For surface restoration items measured in lineal feet, payment will be based upon the type of surface that is directly adjacent to the sidewalk or utility line. Only one surface restoration item shall be paid for each lineal foot of sidewalk or utility line.

Any areas disturbed by the Contractor's operations outside of the limits of the specifically defined areas on the plans shall be restored by the Contractor to their original condition but will not be considered for payment.

# **SPECIFICATIONS FOR SIDEWALK**

## **LONGHORN DRIVE**

### **TEXAS TOWNSHIP KALAMAZOO COUNTY, MICHIGAN**

#### 1. STANDARD CONSTRUCTION SPECIFICATIONS

The work shall be performed in accordance with the specifications and drawings, the MDOT 2020 Standard Specifications for Construction (or current edition) and the following specifications.

#### 2. RIGHT-OF-WAY/EASEMENTS

The Contractor shall confine his work to the owner's property, public right-of-way or easements as shown on the drawings. Any other area required for equipment or material storage or for construction operations shall be the Contractor's responsibility.

#### 3. LIMITATION ON OPERATIONS

The Contractor shall at all times conduct his work so that there is a minimum of inconvenience to the residents of the streets in the project area. A traffic control plan must be submitted to, and approved by, the municipality and/or agency of jurisdiction prior to the start of construction.

#### 4. PERMITS

The Contractor shall obtain all necessary permits including but not limited to those from the City, Road Commission and Drain Commission. The Owner will receive plan approval from these agencies. The Contractor shall pay for any charges or bonds for those permits and related inspection by those agencies. All costs shall be considered part of the major work items.

#### 5. CONCRETE SIDEWALK CONSTRUCTION

##### 5.01 Grade

VK Civil will stake the grades of the sidewalk. Unless otherwise noted on the plan, the sidewalk shall be constructed to be within 6 inches of existing grade. Where minor cuts and fills are shown on the plans, the specified cuts or fills are intended to indicate the amount of cut or fill necessary at the center of the sidewalk to bring the existing grade within 6 inches of the

proposed sidewalk grade as determined in the field (i.e. if fill of 1 foot is specified on the plans, the proposed center of the sidewalk may be as much as 1' – 6" above the existing grade at the center of the sidewalk). The sidewalk will have a 1.5% - 2% transverse slope to maintain existing drainage patterns. The cost to make all minor cuts and fills required to construct the sidewalk shall be included in the bid price for sidewalk grading and restoration.

Major fill areas are paid for separately under a separate pay item. Fill areas shall be considered minor unless associated under a separate pay item.

#### 5.02 Sub-base Preparation

Existing vegetation shall be removed and organic material excavated to provide a four (4) inch minimum sand sub-base for the proposed sidewalk. Six (6) inch minimum sand sub-base for proposed sidewalk is to be placed for sidewalk that is specified to be 6 (6) inch thick concrete. The existing sand sub-base shall be compacted to ninety-five (95%) percent maximum unit weight in accordance with MDOT procedures. Where fill sand is required it shall be compacted to achieve ninety-five (95%) percent maximum unit weight in accordance with MDOT procedures. The cost to prepare and provide the four (4") inch sand sub-base shall be included in the unit price bid for the sidewalk grading and restoration.

#### 5.03 Concrete

Concrete shall meet the requirements for Grade P1 or S2 Concrete as specified in Sections 601 and 701 of the MDOT 2020 Standard Specifications for Construction and shall have limestone aggregate. Other material shall meet the requirements of the applicable portions of the MDOT 2020 Standard Specifications for Construction. All concrete sidewalks shall be paved with a single course of concrete.

Sidewalk and concrete driveways shall be placed in accordance with Sections 801 and 803 of the MDOT 2020 Standard Specifications for Construction.

Sidewalks through driveways shall be six (6") inches thick extending a minimum of 5' on either side of the driveway. All other walks shall be four (4") inches thick. Unless otherwise specified, saw cuts and removal of existing sidewalk shall be considered incidental to the major items of work.

#### 5.04 Joints

Full depth transverse expansion joints shall be constructed perpendicular to the surface of the sidewalk at intervals not to exceed fifty (50') feet. Expansion joint material shall be one-half (1/2") inch pre-molded expansion joints and shall be set 1/4" below the surface of the sidewalk. Sealing of joints will not be required.

One (1") inch pre-molded expansion joints must be placed between the sidewalk and back-of-curb when sidewalk is constructed between the curb and building or other rigid structures. Sealing of joints will not be required.

Transverse plane of weakness joints shall be true to line and grade, and shall be placed at five (5') foot intervals and shall be formed with a grooving tool. Planes of weakness joints shall be constructed to a depth of at least one (1") inch and a width of 1/8 inch to 1/4 inch. Sealing of joints will not be required.

#### 5.05 Longitudinal and Transverse Grades

Sidewalk transverse grades shall be between 1.5% and 2.0%. In no circumstance may transverse grades exceed 2.0%. Longitudinal grades shall be 5.0% maximum unless directed by engineer and must meet ADA requirements.

#### 5.06 Surface

The surface of the concrete shall be floated to a level uniform surface and left with a slightly rounded surface. The surface shall be roughened with mechanic's brush to prevent smooth and slippery surfaces. No surface shall be troweled to a glassy finish. Edges at the forms and joints shall be rounded with an edging tool.

### 6. SAND SUBBASE

A four (4) inch sand sub-base shall be provided for all sidewalk.

A six (6) inch sand sub-base shall be provided for sidewalk where six (6) inch sidewalk is specified.

7. CONCRETE CURB RAMPS

At locations where sidewalks or bicycle paths are constructed to a concrete curb, the curb shall be constructed to match existing curb using MDOT Detail F4, Detail B2, or other as directed by the engineer with 1-foot curb downs to meet ADA requirements. A clear width of 5 feet must be maintained perpendicular to the sidewalk. Rather than removing the entire curb, saw cutting of the existing curb head may be allowed if approved by the Engineer. Unless otherwise specified, this item of work shall be paid by the lineal foot as measured along the face of the curb.

Sidewalk within curb ramps must be 6 inches thick. Sidewalk through the curb ramp will be paid under the pay item for sidewalk and measured along the center of the sidewalk. Concrete curb & gutter and detectible warning devices will be paid as a separate pay item.

Detectible warning devices within sidewalk ramps shall comply with the Road Commission of Kalamazoo County Construction Guidelines.

8. RELOCATIONS

8.01 Existing Utility Structures

Existing utility poles, guy anchors, hydrants (unless listed in the proposal), cable enclosure boxes, etc. shall be relocated by the utility company at no cost to the Contractor.

8.02 Fence Relocations

Existing fences shown or not shown on the construction drawings shall be relocated in accordance with MDOT 2020 Standard Specifications for Construction Section 808 "Fencing". Unless otherwise specified, the cost of relocating fences shall be included in the cost of sidewalk grading and restoration.

8.03 Landscape Relocations

Existing shrubs, seedlings, bushes, landscaped mounds, decorative stone, shredded bark, etc. at the proposed sidewalk location shown or not shown on the drawings shall be relocated and transplanted by the Contractor, unless specified otherwise by the adjoining property owner.

The Contractor shall take care to transplant shrubs and bushes to guarantee continued growth. If the transplanted material dies within the Contractor's warranty period, the Contractor shall replace the dead material with a similar type nursery stock in vigorous growing condition. Landscaping that cannot be transplanted shall be replaced with a similar type nursery stock in a vigorous growing condition.

Unless otherwise specified, the cost of landscaping relocation and replacement shall be included in the cost for major items of work.

8.04        Mailboxes

The Contractor shall relocate and maintain mail boxes interfering with the sidewalk location so that mail service is not interrupted, both temporarily and permanently. Mail boxes shall be replaced in a condition and location equal to that prior to construction or as required by the U.S. Postal Service. All mail boxes shall be replaced with a turn out of six (6) inches of MDOT 23A gravel.

9.        DRIVEWAYS / HARD SURFACE PARKING AREAS

Unless otherwise noted on the construction drawings or as directed by the Engineer, all existing driveways/hard surface parking areas shall be saved. Where driveways/hard surface parking areas are to be removed, a clean sawcut smooth joint the full depth of the material shall be made. Bond coat or joint material shall be applied if necessary.

10.       GRAVEL DRIVEWAYS

Gravel driveways that have been disturbed during construction shall be replaced with 6" of MDOT 21AA gravel compacted in place.

11.       DITCH / SWALE CONSTRUCTION

All ditch/swale construction, as required to maintain existing drainage patterns, shall be considered part of the major items of work.

12.       EXCESS EXCAVATION

Excess excavation shall be the property of the Contractor and shall be disposed of by the Contractor.

13.       PEDESTRIAN STRIPING

Where indicated on the construction drawings existing paved streets, driveways and parking areas shall be striped with a six (6) inch wide white,

fifteen (15) mill minimum thickness of paint. Paints must be approved by the Engineer prior to placement unless otherwise specified, pedestrian striping is a lump sum pay item. The Contractor is responsible for placing temporary signage during the placement of pedestrian striping as indicated in these specifications.

14. EXISTING SIDEWALKS,  
CROSSINGS/REPLACEMENT/SAFETY

Where existing sidewalks are disturbed or removed they shall be replaced as soon as possible. The Contractor shall place barricades and warning signs to alert the sidewalk users.

15. MATERIALS TESTING

The Owner reserves the right to sample and test any of the materials required for the proposed construction, either before or after delivery to the project and to reject any material represented by any sample which fails to comply with the minimum requirements specified.

The Contractor shall furnish all materials reasonably required for sampling testing and analysis necessary for the testing of materials as required by these specifications.

The cost of the above described testing shall be paid by the Owner. If any material fails to meet the specified requirements, all material represented by the sample shall be rejected unless the Contractor can demonstrate through additional tests, at his own expense, that the remainder of the material is satisfactory.

As a minimum requirement, the following shall be submitted to the Engineer by the Contractor (at no additional cost to the Owner):

- A. Pipe: certified test reports for strength from the manufacturer.
- B. Hot Mix Asphalt (HMA) materials:
  - 1. Master mix design
  - 2. Slips from the plant indicating type and amount of mix
- C. Concrete material slips from the plant indicating type and amount of mix.

16. PROTECTION OF WORK

The Contractor shall protect the work until it is accepted by the Engineer. Any part of the completed work that is damaged prior to acceptance by the Owner shall be replaced at the Contractor's expense.

**APPENDIX**  
**LONGHORN DRIVE**  
**TEXAS TOWNSHIP**  
**KALAMAZOO COUNTY, MICHIGAN**

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# Geotechnical Investigation Report

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**Bronson Primary Care Facility, Texas Corners  
Vineyard Parkway; Texas Township, Kalamazoo County, Michigan**

Prepared for  
**AR Engineering**  
4664 Campus Drive, Suite 106  
Kalamazoo, Michigan 49008

June 11, 2019

2190372

**Prein&Newhof**

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## Appendix

- Boring Location Plan
- Soil Nomenclature
- Boring Logs

## **1 INTRODUCTION**

Prein&Newhof has performed a geotechnical investigation for the proposed Bronson Primary Care Texas Corners Facility located in Texas Township, Kalamazoo County, Michigan. The purpose of this investigation was to determine and evaluate subsurface conditions within the area of the proposed development and to provide recommendations relative to the support of building foundations, floor slabs, pavements and other related site preparation activities.

## **2 PROPOSED CONSTRUCTION**

We understand that the building will be one-story in height with a floor area of 12,706 square feet. The building will feature a 13-foot deep partial basement level in its central portion. No detailed information is currently available proposed site grades. However, based on the general setting of the site, we anticipate the first floor level will be near Elevation 907 feet, which is about 3 feet above existing site grades.

Although no detailed structural loading information is currently available, we anticipate light to moderate building loads with maximum wall and column loads on the order of 4 kips/lineal foot and 100 kips, respectively.

A paved driveway will provide access to Vineyard Parkway and parking areas are planned at the north, west and south sides of the building.

## **3 SITE CONDITIONS**

The project site is generally situated on the west side of Vineyard Parkway, less than ¼ mile south of West Q Avenue and east of South 8<sup>th</sup> Street in Texas Township, Kalamazoo County, Michigan. The topography of the site is essentially flat with ground surface elevations ranging from approximately 903 to 904. The site consists of an undeveloped grassy field with a few scattered trees. A regional detention pond is located southeast of the site.

## **4 FIELD INVESTIGATION**

We investigated subsurface conditions within the area of the proposed addition by drilling a total of ten soil borings, designated SB-1 through SB-10. The borings were drilled at the locations shown on the attached Soil Boring Plan. The locations of the borings were determined with a hand held GPS unit. The ground surface elevations at the boring locations were estimated from the topographic map of the site.

The soil borings were drilled by Stearns Drilling Company under the full-time observation of a geotechnical engineer from Prein&Newhof. Within each boring, soil samples were taken at regular depth intervals of 2.5 feet within the upper 10 feet and 5 foot intervals below that depth. Samples were obtained by the Standard Penetration Test (SPT) method, ASTM D1586, whereby a 2-inch outside diameter split-spoon sampler is driven three successive 6-inch increments, with the number

of blows for each increment being recorded. The number of blows required to drive the sampler the last 12 inches is defined as the Standard Penetration Resistance (N).

At the completion of drilling, all boreholes were backfilled with drill cuttings. The soil samples obtained at the site were classified in the field by our representative, then sealed in containers and transported to our laboratory for further classification and testing. We will retain these soil samples for a period of 60 days after the date of this report, at which time we will dispose of the samples unless we are otherwise instructed.

## **5 SUBSURFACE CONDITIONS**

The conditions encountered in the borings are shown on the attached Soil Boring Logs. Definitions of the descriptions used on the boring logs are presented on the attached Soil Nomenclature and Terminology sheet. The stratification shown on the logs represents our interpretation of the soil conditions at the specific boring locations. Variations in subsoil conditions may occur away from the actual borings and between samples in any boring. Additionally, the stratigraphic lines represent the approximate boundaries between the soil types; however, the transition may be more gradual than what is shown.

The results of this investigation indicate that subsurface conditions are quite uniform consisting of predominantly granular soils. Most of the site is blanketed with a layer of topsoil generally consisting of dark brown silty sand or sandy silt, with varying amounts of organic matter. The topsoil thickness at the boring locations ranges from approximately 0 to 5 inches with an average thickness of about 4 inches.

The topsoil is underlain by deposits of very loose to loose sand with trace of silt and gravel with varying amounts of gravel. The density of the sand deposits ranges from very loose to medium dense with SPT blow counts ranging from 3 to 8. These granular soils extend to depths varying from approximately 5.5 to 14.5 feet at the boring locations.

The very loose to loose sand is underlain by deposits of predominantly medium dense sand with trace gravel and occasional seams of coarse sand, gravel and fine sand. SPT blow counts within these soils range from 9 to 20. These granular soils generally extend to the explored depths of the borings.

## **6 GROUNDWATER CONDITIONS**

Groundwater level observations were made during and following the completion of drilling. None of the 5-ft deep borings encountered water. Groundwater was encountered in the deeper borings at depths ranging from 13 to 14 ft below the existing ground surface, which corresponds to elevations of approximately 890.5 to 890. It should be recognized that groundwater levels are can fluctuate as a result of seasonal variations and following period of heavy precipitation or draught.

## **7 EVALUATION AND RECOMMENDATIONS**

### **7.1 Evaluation of Soil Conditions**

Based on visual observations, the topsoil contains appreciable amounts of organic matter and is therefore susceptible to decomposition. Accordingly, the topsoil is not considered suitable for the support of buildings or pavements and should not be used as fill in structural areas. The topsoil should be removed in its entirety from proposed structural areas. It may be possible to use the organic topsoil as fill in non-structural areas of the site or for landscaping.

We consider the very loose to loose granular soils to be suitable for the support of building and pavements and for re-use as engineered fill. However, these soils will require compaction to during earthwork operations and foundation construction to improve their load supporting capability.

We consider the medium dense granular soils to be suitable in their natural condition for the support of the proposed building. Based on our experience, the native subsoils encountered at the site are generally consistent with the general geological conditions in the site vicinity.

### **7.2 Groundwater Control**

Based on the groundwater conditions encountered during this investigation and the anticipated depth of construction excavations, we do not anticipate significant groundwater problems. However, foundation excavations within the basement may terminate close to prevailing groundwater levels. In general, we anticipate that accumulations of groundwater or surface water runoff within excavations can be handled by pumping from sumps formed at the base of the excavation. However, if excavations extend more than one to two feet below groundwater level, dewatering with wells may become required.

We recommend that the below grade walls of the building be water proofed and that a heavy vapor barrier be placed beneath the floor slab to minimize the transmission of moisture into the finished building. Furthermore, we recommend the placement of a waterstop between the floor slab and below grade walls, and a perimeter subdrain at foundation level around the proposed basement.

### **7.3 Site Preparation, Earthwork and Backfill**

Earthwork operations are expected to include stripping the site of vegetation and topsoil, basement excavation, and placing fill to raise grades at the site. We recommend that all earthwork operations be performed under adequate specifications and properly monitored and tested in the field.

At the beginning of earthwork operations, the vegetation and topsoil should be stripped from within proposed development areas and the site cut to rough grade, and the basement excavated. We anticipate that the resulting ground surface will consist of areas of very loose to loose sandy

soils. These subgrade soils should be thoroughly compacted with a vibratory drum roller or hoe-pac to improve their load supporting capability.

Material for engineered fill required to achieve design grades should preferably consist of free-draining and well-graded non-organic granular soils, such as MDOT Class II material. Most of the on-site sand can also be used for engineered fill, subject to the approval of the geotechnical engineer.

The fill should be placed in uniform horizontal layers that are not more than 12 inches in loose thickness and compacted to achieve a density of at least 95 percent of the maximum dry density as determined by the Modified Proctor Compaction Test (ASTM D1557). All fill material should be placed and compacted at or near the optimum moisture content. Frozen material should not be used as fill, nor should fill be placed on a frozen subgrade.

## **7.4 Foundation Recommendations**

Based on an overall evaluation of the data, we recommend that the proposed building be supported on shallow foundations that bear on undisturbed native granular soils, or on engineered fill used to achieve finished grades. As previously discussed the native granular soils are typically in a very loose to loose state. Therefore the native soils at the base of foundation excavations should be thoroughly compacted with a vibratory compactor or hoe-pac to improve their load supporting capability. Furthermore, foundation excavations within the basement area may terminate just above prevailing groundwater levels. If the soils at the base of basement area foundations should become unstable, it may become necessary to dewater with sumps at the base of the excavations. It may also become necessary to place a stabilizing layer of crushed stone at the base of the excavations.

All exterior footings should be extended to a minimum depth of 3.5 feet below the exposed finished grade for protection against frost penetration. Interior footings not exposed to freezing temperatures during or after construction may be founded at shallower depths, provided that suitable foundation soils are present. If foundations are to be constructed during periods with freezing temperatures, they should be insulated for protection against freezing temperatures. Furthermore, care will be required during winter construction to verify that foundations are not constructed on frozen soil.

Adjacent footings founded at different levels should be designed and constructed so that the least lateral distance between them is equal to or greater than the difference in their bearing levels. To achieve a change in the level of a strip footing, the footing should be gradually stepped at a grade not steeper than two units horizontal to one unit vertical.

Foundations may be designed on the basis of a net allowable soil bearing pressure of 2,000 pounds per square foot (psf). All strip footings should be at least 18 inches in width and all isolated spread footings should be at least 24 inches in their least dimension regardless of the resulting bearing pressure.

We recommend that foundation excavations be observed and tested in the field by a qualified

person to verify that adequate soil bearing conditions, compatible with the recommendations outlined in this report, are achieved.

## **7.5 Lateral Earth and Hydrostatic Pressures**

Below-grade structures, such as basement walls and any required retaining walls, should be designed to withstand the anticipated lateral earth pressures. Although these walls are expected to be above the prevailing groundwater level, surface runoff water can still collect, creating a build-up of hydrostatic pressure on the wall. To prevent this condition, we recommend the installation of a subdrain at foundation level. The subdrains should be installed with adequate slope and lead to a storm sewer for discharge. Subdrains for basement walls should be lead to a sump where their discharge can be pumped to the storm sewer system. The subdrains should be protected with coarse aggregates and wrapped with a filter grade geotextile to minimize the migration of fine soil particles. We also recommend that free draining granular soils be used for backfill immediately behind walls to promote drainage.

Walls that are rigidly fixed at the top and bottom should be designed on the basis of at-rest earth pressures, utilizing an earth pressure coefficient ( $K_o$ ) of 0.5. On this basis, rigid walls can be designed on the basis of an equivalent fluid pressure of 60 pounds per square foot per foot (psf/ft) of depth, provided that subdrains are utilized and that granular soils are placed immediately behind the wall.

For flexible walls (not fixed at the top), we recommend the use of an active earth pressure coefficient ( $K_a$ ) of 0.3. Accordingly, we recommend that flexible walls be designed on the basis of an equivalent fluid pressure of 35 psf/ft, provided that subdrains are utilized and that granular soils are placed immediately behind the wall.

The lateral component of surcharge loads, such as vehicles in parking areas or floor slab loads in the building, should be added to the earth pressures provided above. The lateral load can be determined by multiplying the vertical surcharge pressure by the applicable earth pressure coefficient. Lateral earth pressures are significantly influenced by the type and intensity of backfill operations. Therefore, we recommend that only relatively small compaction equipment be used to compact backfill placed against below grade walls.

To resist sliding forces, we recommend the use of a passive earth pressure coefficient of 3.0 and a friction factor of 0.4. The retaining walls should be designed with an adequate factor of safety against overturning and sliding.

## **7.6 Floor Slabs Recommendations**

The subgrade resulting from the proper completion of site preparation operations outlined in a preceding section of this report is considered suitable for the direct support of concrete floor slabs. It is recommended that concrete floor slabs be suitably reinforced and appropriate control joints be provided to control shrinkage cracking and to accommodate normal settlement. The floor slabs can be designed on the basis of a modulus of subgrade reaction of 150 pounds per square inch per inch. We further recommend that floor slabs be supported on, but not rigidly tied to, the footings to allow for independent movement.

As previously discussed, we recommend that the basement level floor slab be waterproofed to minimize the migration of moisture through the floor slab. In non-basement areas of the building, we recommend that a vapor barrier be placed beneath the floor level floor slab to minimize the migration of moisture through the floor slab.

## 7.7 Pavement Recommendations

The subgrade resulting from the successful completion of earthwork operations should be suitable for the support of pavements. These subgrade materials are expected to exhibit fair drainage characteristics and will be moderately susceptible to frost penetration. Assuming proper subgrade preparation and considering the effects of seasonal moisture and temperature variations, an effective California Bearing Ratio (CBR) on the order of 5 to 7 should be achieved.

Due consideration should also be given to design for drainage. This will help minimize detrimental groundwater effects that may shorten the service life of the pavement. The project plans call for heavy-duty driveways with an inverted crown and catch basins along the centerline, and light-duty parking areas on both sides of the drives, draining toward the driveway. Consideration should be given to thickening the parking areas to match the thickness of the main drives or to provide pavement underdrains at the joint between parking areas and driveways to reduce the tendency for water accumulation in the subgrade at the discontinuity between parking areas and the drives. In general, all paved surfaces and underlying subgrade should be adequately crowned or sloped to promote effective surface drainage and prevent water ponding.

## 7.8 Seismic Considerations

Site-specific seismic design criteria were calculated using USGS Seismic Hazard Curve software, using criteria from the 2016 ASCE 7-10 Standard and the 2018 International Building Code. In the absence of deep borings, we recommend that this site be classified as Class D (N-values > 15) based on the conditions encountered in the borings down to a depth of 25 feet and assumed for depths between 25 feet and 100 ft. Table 1 provides a summary of the seismic coefficients for the project site.

**Table 1**

Maximum considered earthquake spectral response acceleration	Seismic Site Coefficient*		Period
	$S_{MS}$	0.141	0.2 second
	$S_{M1}$	0.121	1 second

\* Multiply coefficient by gravitational acceleration (g)

## 7.9 Stability of Excavations

Construction excavations may proceed with sloped banks, vertical banks with lateral bracing, or a combination of these methods. In all cases, all applicable regulations prescribed by the OSHA should be followed and adequate protection for workers and existing pavements, structures and utilities must be provided.

For clay soils, OSHA regulations call for minimum temporary side slopes of 1 vertical (V): ½ horizontal (H) for very stiff clay to 1 H: 1 V for medium clay. For granular soils, OSHA calls for minimum temporary side slopes of 1 H: 1 V for dry sand to 3 H: 1V for wet “running” sands. Based upon these minimum side slope requirements, the total width of excavation can be limited with proper groundwater control.

The design of all temporary earth support systems should only be performed by experienced and qualified personnel. Furthermore, the design and proposed construction sequence should be submitted and reviewed by the engineer prior to commencement of work.

Construction traffic and excavated material should be kept away from an excavation at a minimum distance equal to the full depth of the excavation, unless the resulting surcharge loads are accounted for in the design of the lateral bracing system.

## 8 Closing Remarks and Limitations

The recommendations submitted are based on the available soil information and data regarding the proposed construction provided by the client, plus any assumptions stated herein. The geotechnical engineer should be kept apprised of the progress of the design of this project and any items that deviate from the stated understanding and/or assumptions indicated in this report should be brought to our attention for review and evaluation.

Experience indicates that soil conditions at a site could vary from those generalized on the basis of soil borings made at specific locations. Therefore, it is recommended that the geotechnical engineer be involved in construction monitoring and testing services during the earthwork and foundation installation phases of the proposed project. This is to observe compliance with the design concepts, specifications and recommendations. Also, field monitoring allows design changes to be made in a timely manner in the event that subsurface conditions differ from those anticipated prior to the start of construction.

This report is intended for specific use in the design and construction of proposed building expansion and other site planned site improvements, as described in this report. This geotechnical study has been conducted in a manner consistent with the level of care ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. The findings, recommendations, and opinions contained herein have been developed in accordance with generally accepted practice in the fields of foundation engineering, soils mechanics, and engineering geology. No other representations, expressed or implied, and no warranty or guarantee is included or intended in this report.

The scope or purpose of this geotechnical evaluation does not specifically or by implication provide an environmental assessment of the proposed site.

Respectfully Submitted,  
**Prein&Newhof**



Christopher Cruickshank, P.E.

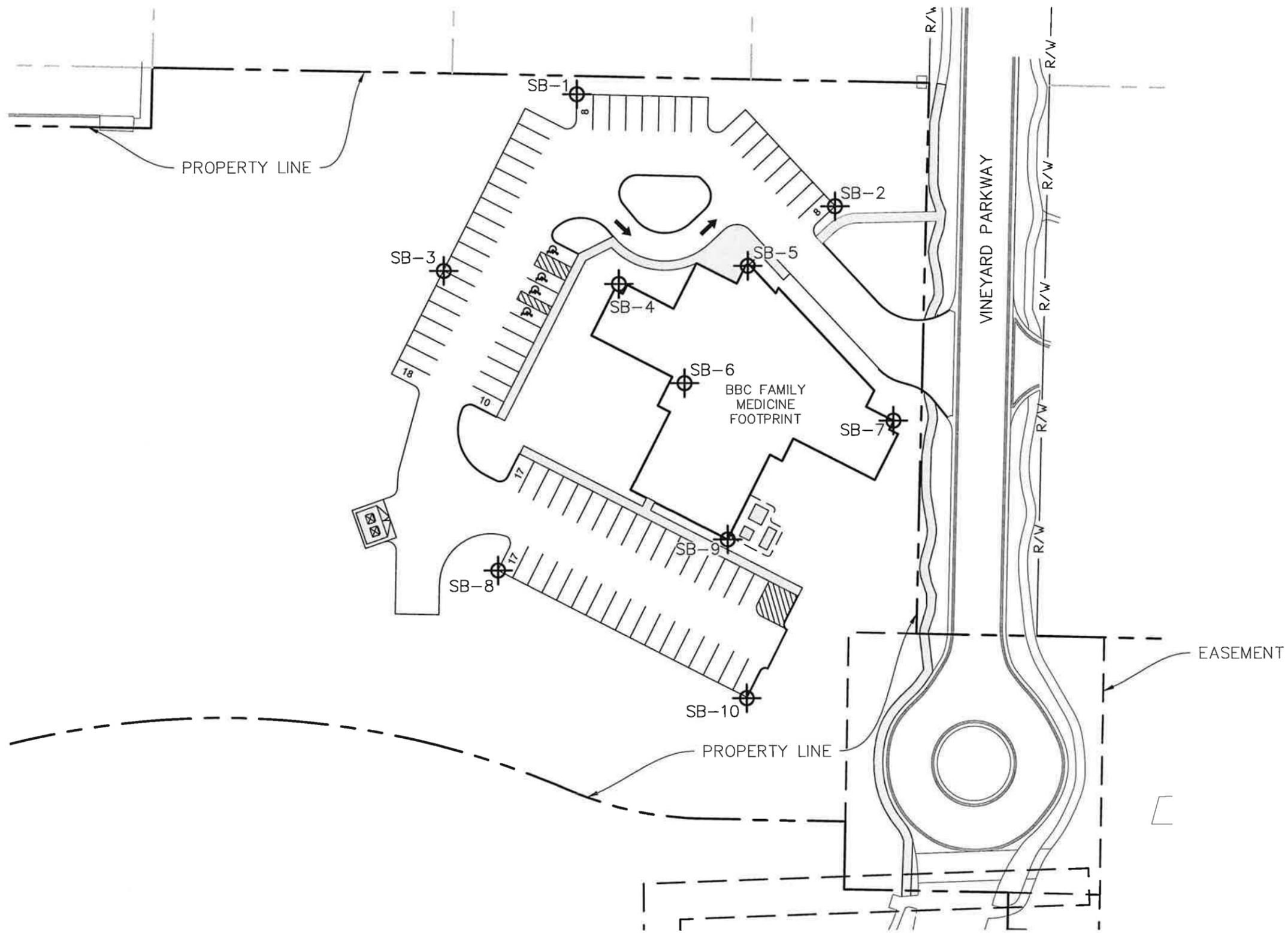
## Appendix A

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**Boring Location Plan**

**Soil Nomenclature**

**Boring Logs**

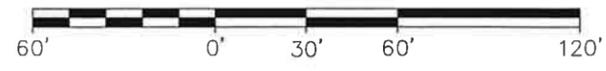



 SOIL BORING BY STERNS DRILLING COMPANY  
 ON 06/03/19 UNDER THE OBSERVATION OF  
 PREIN & NEWHOF

SOIL BORING LOCATION PLAN

BRONSON PRIMARY CARE  
 VINEYARD PARKWAY  
 TEXAS CORNERS, MI  
  
 PROJECT No. 2190372

PREPARED BY: **Prein & Newhof**  
 Engineers • Surveyors • Environmental • Laboratory  
 3355 EVERGREEN DRIVE, N.E.  
 GRAND RAPIDS, MICHIGAN 49525/(616-364-8491)



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**SOIL NOMENCLATURE AND TERMINOLOGY**

**DRILLING & SAMPLING DESIGNATIONS:**

SS :	Split Spoon Sample (per ASTM D 1586)	HSA :	Hollow Stem Auger
LS :	Split Spoon Sample with 3" Liner Insert	SSA :	Solid Stem Auger
ST :	Shelby Tube Sample - 3" O.D., unless otherwise noted	RB :	Rock Bit (NX; BX; AX)
AS :	Auger Sample	PP :	Pocket Penetrometer Value
BS :	Bulk Sample	VS :	Vane Shear Value
		PM :	Pressuremeter test - in situ

**STANDARD PENETRATION TEST (ASTM D-1586):** A 2-inch OD, 1½-inch ID split barrel sampler is driven into undisturbed soil by means of repeating blows from a 140-pound hammer falling 30 inches. The sampler is driven three successive 6-inch increments; the total number of blows required for the final 12 inches of penetration is termed the Standard Penetration Resistance (N).

**GRADATION DESCRIPTION & TERMINOLOGY:**

Granular Soils (coarse-grained) have more than 50% of their dry weight retained on a #200 sieve; they are described as: *Boulders, Cobbles, Gravel* or *Sand*. Fine-Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are described as: *Clays* or *Clayey Silts* if they are cohesive, and *Silts* if they are non-cohesive. In addition to gradation, granular soils are defined based on their *in-situ density*; fine grained soils are further defined based on their strength or *consistency*, and on their *plasticity*.

<u>Major Soil Component</u>	<u>Gradation Range</u>	<u>Descriptive Term(s) (Of Minor Soil Constituents)</u>	<u>Percent of Dry Weight</u>
Boulders	Over 12 inches (305mm)	Trace	1 - 10
Cobbles	12 inches to 3 inches (305mm to 76mm)	Little	10 - 20
Gravel	Coarse 3 inches to ¾ inches (76mm to 19mm)	Some	20 - 35
	Fine ¾ inches to #4 sieve (19mm to 4.75mm)	And	35 - 50
Sand	Coarse #4 sieve to #10 sieve (4.75mm to 2.00mm)		
	Medium #10 sieve to #40 sieve (2.00mm to 0.425mm)		
	Fine #40 sieve to #200 sieve (0.425mm to 0.074mm)		
Silt	Passing #200 sieve (0.074mm) to 0.005mm		
Clay	Smaller than 0.005mm		

**CONSISTENCY OF COHESIVE SOILS:**

<u>Unconfined Comp Strength, Qu (tsf)</u>	<u>Consistency</u>
<0.25	Very Soft
0.25 – 0.50	Soft
0.50 – 1.00	Medium (firm)
1.00 – 2.00	Stiff
2.00 – 4.00	Very Stiff
4.00 – 8.00	Hard
>8.00	Very Hard

**IN-SITU DENSITY OF GRANULAR SOILS:**

<u>N - Blows/ft.</u>	<u>In-Situ Density</u>
0 - 4	Very Loose
5 - 10	Loose
11 - 30	Medium Dense
31 - 50	Dense
50 +	Very Dense

**WATER LEVEL MEASUREMENT:**

Water levels indicated on the boring logs are the levels measured in the boring at the times indicated. It should be noted that groundwater levels observed during drilling in predominantly cohesive soils are not necessarily indicative of the static groundwater level. This is due to the relatively low permeability of clay soils and the tendency of drilling operations to temporarily seal off natural paths of groundwater migration into the borehole. Additionally, fluctuations in groundwater levels should be anticipated with seasonal variations and following periods of heavy or prolonged precipitation.

# Prein & Newhof

Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE  
Telephone : (616) 364-8491

Grand Rapids, Michigan 49525  
Fax : (616) 364-6955

## LOG OF SB-1

DESCRIPTION : Bronson Primary Care Building

LOCATION : Texas Corners

WATER ENCOUNTERED AT : Dry

PROJECT NO. : 2190372 INSPECTOR : Jim Cruickshank

WATER AFTER COMPLETION : Dry

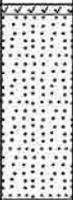
DRILLING CONTRACTOR : Stearns Drilling DRILLER : J. Gryski

START DATE : 6/3/2019

CHECKED BY : 

DRILL RIG : CME-850 ATV BORING METHOD : Split Spoon (ASTM D 1586)

SURFACE ELEVATION : 903 +/- TOTAL DEPTH : 5'

SAMPLE	PENETRATION (BLOWS/6")	STD. PEN. N-VALUE	MOISTURE (%)	DRY DENSITY (PCF)	UNCONF. COMP. STRENGTH (PSF)	PID READING (PPM)	DEPTH (FT.)	SYMBOL	SUBSURFACE PROFILE	ELEVATION (FT.)
SS-1	2 3 3	6							0.3' TOPSOIL: DARK BROWN SILTY SAND, TRACE ORGANICS LOOSE GOLD-BROWN FINE TO MEDIUM SAND, TRACE SILT, TRACE GRAVEL (SP)	900
SS-2	2 2 3	5					5		5.0' END OF BORING	
							10			895
							15			890
							20			885
							25			880
							30			875
										870

NOTES : \*Pocket Penetrometer Value

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## LOG OF SB-2

DESCRIPTION : Bronson Primary Care Building

LOCATION : Texas Corners

WATER ENCOUNTERED AT : Dry

PROJECT NO. : 2190372 INSPECTOR : Jim Cruickshank

WATER AFTER COMPLETION : Dry

DRILLING CONTRACTOR: Stearns Drilling DRILLER : J. Gryski

START DATE : 6/3/2019

CHECKED BY : 

DRILL RIG : CME-850 ATV BORING METHOD : Split Spoon (ASTM D 1586)

SURFACE ELEVATION : 903 +/- TOTAL DEPTH : 5'

SAMPLE	PENETRATION (BLOWS/6")	STD. PEN. N-VALUE	MOISTURE (%)	DRY DENSITY (PCF)	UNCONF. COMP. STRENGTH (PSF)	PID READING (PPM)	DEPTH (FT.)	SYMBOL	SUBSURFACE PROFILE	ELEVATION (FT.)
SS-1	4 3 3	6					0.4'		TOPSOIL: DARK BROWN SILTY SAND, TRACE ORGANICS	
									LOOSE GOLD-BROWN FINE TO MEDIUM SAND, LITTLE SILT, TRACE GRAVEL (SM)	900
SS-2	3 4 3	7					5		LOOSE BROWN FINE TO MEDIUM SAND, TRACE GRAVEL (SP)	
									END OF BORING	
							10			895
										890
							15			885
							20			880
							25			875
							30			870

NOTES : \*Pocket Penetrometer Value

# Prein & Newhof

Engineers • Surveyors • Environmental • Laboratory

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Grand Rapids, Michigan 49525  
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## LOG OF SB-3

DESCRIPTION : Bronson Primary Care Building

LOCATION : Texas Corners

WATER ENCOUNTERED AT : Dry

PROJECT NO. : 2190372 INSPECTOR : Jim Cruickshank

WATER AFTER COMPLETION : Dry

DRILLING CONTRACTOR : Stearns Drilling DRILLER : J. Gryski

START DATE : 6/3/2019

CHECKED BY : 

DRILL RIG : CME-850 ATV BORING METHOD : Split Spoon (ASTM D 1586)

SURFACE ELEVATION : 904 +/- TOTAL DEPTH : 5'

SAMPLE	PENETRATION (BLOWS/6")	STD. PEN. N-VALUE	MOISTURE (%)	DRY DENSITY (PCF)	UNCONF. COMP. STRENGTH (PSF)	PID READING (PPM)	DEPTH (FT.)	SYMBOL	SUBSURFACE PROFILE	ELEVATION (FT.)
SS-1	2 2	4					0.3'		TOPSOIL: DARK BROWN SILTY SAND, TRACE ORGANICS	
SS-2	2 1 3	4					5		VERY LOOSE GOLD-BROWN FINE TO MEDIUM SAND, TRACE SILT, TRACE GRAVEL (SP)	900
							5.0'		END OF BORING	
							10			895
							15			890
							20			885
							25			880
							30			875
										870

NOTES : \*Pocket Penetrometer Value

# Prein & Newhof

Engineers • Surveyors • Environmental • Laboratory

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Grand Rapids, Michigan 49525  
Fax : (616) 364-6955

## LOG OF SB-4

DESCRIPTION : Bronson Primary Care Building

LOCATION : Texas Corners

WATER ENCOUNTERED AT : 13.5'

PROJECT NO. : 2190372 INSPECTOR : Jim Cruickshank

WATER AFTER COMPLETION : Dry Cave-in at 11.5'

DRILLING CONTRACTOR : Stearns Drilling DRILLER : J. Gryski

START DATE : 6/3/2019 CHECKED BY : 

DRILL RIG : CME-850 ATV BORING METHOD : Split Spoon (ASTM D 1586)

SURFACE ELEVATION : 904 +/- TOTAL DEPTH : 15'

SAMPLE	PENETRATION (BLOWS/6")	STD. PEN. N-VALUE	MOISTURE (%)	DRY DENSITY (PCF)	UNCONF. COMP. STRENGTH (PSF)	PID READING (PPM)	DEPTH (FT.)	SYMBOL	SUBSURFACE PROFILE	ELEVATION (FT.)
SS-1	2 3 3	6					0.3'	TOPSOIL: DARK BROWN SILTY SAND, TRACE ORGANICS LOOSE GOLD-BROWN FINE TO COARSE SAND, TRACE SILT, TRACE GRAVEL (SW)	900	
SS-2	1 3 3	6					5			
SS-3	2 3 5	8					8.0'	MEDIUM DENSE BROWN FINE TO MEDIUM SAND, TRACE GRAVEL AND SEAMS OF COARSE SAND AND GRAVEL (SP-SW)	895	
SS-4	2 5 7	12					10			
SS-5	4 6 8	14					15.0'	END OF BORING	890	
							20		885	
							25		880	
							30		875	
									870	

NOTES : \*Pocket Penetrometer Value

# Prein & Newhof

Engineers • Surveyors • Environmental • Laboratory

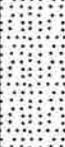
3355 Evergreen Drive NE  
Telephone : (616) 364-8491

Grand Rapids, Michigan 49525  
Fax : (616) 364-6955

## LOG OF SB-5

DESCRIPTION :	Bronson Primary Care Building		
LOCATION :	Texas Corners		
PROJECT NO. :	2190372	INSPECTOR :	Jim Cruickshank
DRILLING CONTRACTOR :	Stearns Drilling	DRILLER :	J. Gryski
DRILL RIG :	CME-850 ATV	BORING METHOD :	Split Spoon (ASTM D 1586)
SURFACE ELEVATION :	903+/-	TOTAL DEPTH :	15'

WATER ENCOUNTERED AT :	13.0'		
WATER AFTER COMPLETION :	Dry Cave-in at 9.5'		
START DATE :	6/3/2019	CHECKED BY :	

SAMPLE	PENETRATION (BLOWS/6")	STD. PEN. N-VALUE	MOISTURE (%)	DRY DENSITY (PCF)	UNCONF. COMP. STRENGTH (PSF)	PID READING (PPM)	DEPTH (FT.)	SYMBOL	SUBSURFACE PROFILE	ELEVATION (FT.)
SS-1	2 2 2	4							0.3' TOPSOIL: DARK BROWN SILTY SAND, TRACE ORGANICS VERY LOOSE TO LOOSE BROWN FINE TO MEDIUM SAND, TRACE SILT, TRACE GRAVEL (SP)	900
SS-2	3 2 3	5					5			
SS-3	2 4 5	9							6.0' LOOSE TO MEDIUM DENSE BROWN FINE TO COARSE SAND, TRACE GRAVEL AND OCCASIONAL SEAMS OF FINE SAND (SW-SP)	895
SS-4	3 8 11	19					10			890
SS-5	3 6 8	14					15		15.0' END OF BORING	885
							20			880
							25			875
							30			870

NOTES : \*Pocket Penetrometer Value

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Fax : (616) 364-6955

## LOG OF SB-6

DESCRIPTION : Bronson Primary Care Building

LOCATION : Texas Corners

WATER ENCOUNTERED AT : 13.5'

PROJECT NO. : 2190372 INSPECTOR : Jim Cruickshank

WATER AFTER COMPLETION : Dry Cave-in at 12.0'

DRILLING CONTRACTOR: Stearns Drilling DRILLER : J. Gryski

START DATE : 6/3/2019 CHECKED BY : 

DRILL RIG : CME-850 ATV BORING METHOD : Split Spoon (ASTM D 1586)

SURFACE ELEVATION : 904 +/- TOTAL DEPTH : 25'

SAMPLE	PENETRATION (BLOWS/6")	STD. PEN. N-VALUE	MOISTURE (%)	DRY DENSITY (PCF)	UNCONF. COMP. STRENGTH (PSF)	PID READING (PPM)	DEPTH (FT.)	SYMBOL	SUBSURFACE PROFILE	ELEVATION (FT.)
SS-1	2 1 3	4							0.3' TOPSOIL: DARK BROWN SILTY SAND, TRACE ORGANICS	
SS-2	2 2 3	5					5		3.0' VERY LOOSE GOLD-BROWN FINE TO COARSE SAND, TRACE TO LITTLE SILT, TRACE GRAVEL (SW-SM)	900
SS-3	2 3 5	8								
SS-4	2 7 13	20					10		8.5' MEDIUM DENSE BROWN FINE TO MEDIUM SAND, TRACE GRAVEL AND SEAMS OF COARSE SAND (SP-SW)	895
SS-5	4 5 8	13					15			890
SS-6	4 7 11	18					20			885
SS-7	3 8 12	20					25		25.0' END OF BORING	880
										875
							30			870

NOTES : \*Pocket Penetrometer Value

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Telephone : (616) 364-8491

Grand Rapids, Michigan 49525  
Fax : (616) 364-6955

## LOG OF SB-7

DESCRIPTION : Bronson Primary Care Building

LOCATION : Texas Corners

WATER ENCOUNTERED AT : 13.0'

PROJECT NO. : 2190372 INSPECTOR : Jim Cruickshank

WATER AFTER COMPLETION : Dry Cave-in at 10.0'

DRILLING CONTRACTOR: Stearns Drilling DRILLER : J. Gryski

START DATE : 6/3/2019

CHECKED BY : 

DRILL RIG : CME-850 ATV BORING METHOD : Split Spoon (ASTM D 1586)

SURFACE ELEVATION : 903 +/- TOTAL DEPTH : 15'

SAMPLE	PENETRATION (BLOWS/6")	STD. PEN. N-VALUE	MOISTURE (%)	DRY DENSITY (PCF)	UNCONF. COMP. STRENGTH (PSF)	PID READING (PPM)	DEPTH (FT.)	SYMBOL	SUBSURFACE PROFILE	ELEVATION (FT.)
SS-1	10 8 7	15							LOOSE YELLOW-BROWN FINE TO MEDIUM SAND, TRACE SILT, TRACE GRAVEL (SP)	900
SS-2	2 3 3	6				5				
SS-3	3 5 8	13					5.5'		MEDIUM DENSE BROWN FINE SAND WITH TRACE GRAVEL (SP)	895
SS-4	3 5 6	11				10				
SS-5	3 5 7	12				15	13.0'		MEDIUM DENSE BROWN FINE TO COARSE SAND, TRACE GRAVEL (SW)	890
							15.0'	END OF BORING		885
							20			
										880
							25			
										875
							30			
										870

NOTES : \*Pocket Penetrometer Value

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Grand Rapids, Michigan 49525  
Fax : (616) 364-6955

## LOG OF SB-8

DESCRIPTION : Bronson Primary Care Building

LOCATION : Texas Corners

WATER ENCOUNTERED AT : Dry

PROJECT NO. : 2190372 INSPECTOR : Jim Cruickshank

WATER AFTER COMPLETION : Dry

DRILLING CONTRACTOR: Stearns Drilling DRILLER : J. Gyski

START DATE : 6/3/2019

CHECKED BY : 

DRILL RIG : CME-850 ATV BORING METHOD : Split Spoon (ASTM D 1586)

SURFACE ELEVATION : 904 +/- TOTAL DEPTH : 5'

SAMPLE	PENETRATION (BLOWS/6")	STD. PEN. N-VALUE	MOISTURE (%)	DRY DENSITY (PCF)	UNCONF. COMP. STRENGTH (PSF)	PID READING (PPM)	DEPTH (FT.)	SYMBOL	SUBSURFACE PROFILE	ELEVATION (FT.)
SS-1	3 1 2	3					0.3'		TOPSOIL: DARK BROWN SANDY SILT, TRACE ORGANICS VERY LOOSE GOLD-BROWN FINE TO MEDIUM SAND, TRACE TO LITTLE SILT, TRACE GRAVEL (SM-SP)	900
SS-2	2 1 2	3				5	5.0'	END OF BORING		
							10			895
							15			890
							20			885
							25			880
							30			875
										870

NOTES : \*Pocket Penetrometer Value

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Grand Rapids, Michigan 49525  
Fax : (616) 364-6955

## LOG OF SB-9

DESCRIPTION : Bronson Primary Care Building

LOCATION : Texas Corners

WATER ENCOUNTERED AT : 14.0'

PROJECT NO. : 2190372 INSPECTOR : Jim Cruickshank

WATER AFTER COMPLETION : Dry Cave-in at 11.5'

DRILLING CONTRACTOR : Stearns Drilling DRILLER : J. Gryski

START DATE : 6/3/2019 CHECKED BY : 

DRILL RIG : CME-850 ATV BORING METHOD : Split Spoon (ASTM D 1586)

SURFACE ELEVATION : 904 +/- TOTAL DEPTH : 25'

SAMPLE	PENETRATION (BLOWS/6")	STD. PEN. N-VALUE	MOISTURE (%)	DRY DENSITY (PCF)	UNCONF. COMP. STRENGTH (PSF)	PID READING (PPM)	DEPTH (FT.)	SYMBOL	SUBSURFACE PROFILE	ELEVATION (FT.)
SS-1	2 2 2	4					0.3'	TOPSOIL: DARK BROWN SILTY SAND, TRACE ORGANICS		
SS-2	2 3 3	6					5	LOOSE TO VERY LOOSE GOLD-BROWN FINE TO MEDIUM SAND, TRACE SILT, TRACE GRAVEL (SP)		900
SS-3	2 2 2	4								
SS-4	2 3 4	7					10			895
SS-5	2 3 4	7					15	14.5'	LOOSE TO MEDIUM DENSE BROWN FINE TO COARSE SAND, TRACE GRAVEL AND SEAMS OF FINE SAND (SW-SP)	890
SS-6	3 6 8	14					20			885
SS-7	3 4 6	10					25	25.0'	END OF BORING	880
										875
							30			870

NOTES : \*Pocket Penetrometer Value

# Prein & Newhof

Engineers • Surveyors • Environmental • Laboratory

3355 Evergreen Drive NE  
Telephone : (616) 364-8491

Grand Rapids, Michigan 49525  
Fax : (616) 364-6955

## LOG OF SB-10

DESCRIPTION :	Bronson Primary Care Building		
LOCATION :	Texas Corners		
PROJECT NO. :	2190372	INSPECTOR :	Jim Cruickshank
DRILLING CONTRACTOR:	Stearns Drilling	DRILLER :	J. Gryski
DRILL RIG :	CME-850 ATV	BORING METHOD :	Split Spoon (ASTM D 1586)
SURFACE ELEVATION :	905 +/-	TOTAL DEPTH :	5'

WATER ENCOUNTERED AT :	Dry		
WATER AFTER COMPLETION :	Dry		
START DATE :	6/3/2019	CHECKED BY :	

SAMPLE	PENETRATION (BLOWS/6")	STD. PEN. N-VALUE	MOISTURE (%)	DRY DENSITY (PCF)	UNCONF. COMP. STRENGTH (PSF)	PID READING (PPM)	DEPTH (FT.)	SYMBOL	SUBSURFACE PROFILE	ELEVATION (FT.)
SS-1	2 2 1	3					0.3'		TOPSOIL: DARK BROWN SILTY SAND, TRACE ORGANICS VERY LOOSE GOLD-BROWN FINE TO MEDIUM SAND, TRACE TO LITTLE SILT, TRACE GRAVEL (SM-SP)	
SS-2	2 1 2	3				5	5.0'	END OF BORING		900
							10			895
							15			890
							20			885
							25			880
							30			875

NOTES : \*Pocket Penetrometer Value

**FIRST ADDENDUM TO CONTRACT BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE).**

This First Addendum (“First Addendum”) to the Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) (the “Contract”) by Texas Charter Township, of 7227 West Q Avenue, Kalamazoo, Michigan 49009, and Hoffman Bros., Inc., of 8574 Verona Road, Battle Creek, Michigan 49014. The parties agree:

1. The parties are parties to the Contract for the construction of a new Longhorn Drive between Vineyard Parkway and Shooting Star Lane (the “Project”) in the Township.
2. The Contract is approved subject to certain contingencies set forth in this First Addendum. The commencement of the work on the Project will be coordinated among Engineer, Contractor and Owner. Construction is anticipated to commence in stages, with the parts of the Project East of 8<sup>th</sup> Avenue to begin first (the “East Side Work”), subject to the following contingencies:
  - (a) approval of the Road Commission of Kalamazoo County of certain aspects of the Project (anticipated to be given soon),
  - (b) execution of a consent to easement by the mortgagee for Vineyard Real Estate, LLC and Vineyard Memory Real Estate, LLC (anticipated to be given soon),
  - (c) execution by Vineyard Memory Real Estate, LLC of a consent to a drainage easement (anticipated to be given soon), and
  - (d) deed and easements with Bronson executed (anticipated to be given soon).
3. Construction between 8<sup>th</sup> Avenue and Shooting Star Lane (the “West Side Work”) is contingent upon the receipt by Owner of certain deeds and easements from the owner of the parcels on which the West Side Work will occur. Owner is working diligently to obtain these documents. If Owner is unable to procure these documents in a satisfactory (to Owner) manner by February 1, 2026, then the West Side Work may be cancelled by Owner with written notice to Contractor; if

that occurs, Owner will compensate Contractor in full for the East Side Work (assuming the same is deemed acceptable and in compliance with the Contract).

4. Capitalized terms not defined herein have the meaning given them in the Contract.

5. This First Addendum has been negotiated and agreed upon by the parties. The parties have had input on the provisions of this First Addendum, regardless of which party drafted this First Addendum. The parties are not relying upon any representation of any other party in entering into this First Addendum and the parties waive any claim, defense, argument or theory of fraudulent or negligent misrepresentation by the other party with respect to the formation of this First Addendum.

6. Each provision of this First Addendum is intended to be severable. If any provision of this First Addendum is held to be void, voidable, unenforceable, unreasonable or invalid by any court of competent jurisdiction for any reason, such ruling will not affect the validity of the remainder of this First Addendum.

7. This First Addendum may be executed in any number of counterparts and any copies, facsimiles, or electronic transmissions or scans will be treated as originals.

8. This First Addendum is binding upon and inures to the benefit of the parties and their successors and assigns.

9. The parties represent that they have the authority to enter into, execute, and be legally bound by this First Addendum.

10. The parties represent that they have been given a full and fair opportunity to review this First Addendum and discuss this First Addendum with their attorneys and have freely and voluntarily executed this First Addendum without coercion or duress.

11. This First Addendum is governed by the laws of the State of Michigan.

12. The Contract and this First Addendum contain the entire agreement between the parties. The Contract and this First Addendum supersedes all prior agreements, writings, understandings and representations, whether oral or written, between the parties and their agents, representatives, attorneys, professionals, administrators, predecessors, successors and assigns. This First Addendum may not be amended unless in writing signed by all of the parties.

[SIGNATURE PAGE TO FOLLOW]

**HOFFMAN BROS., INC.**

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

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TEXAS CHARTER TOWNSHIP**

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

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

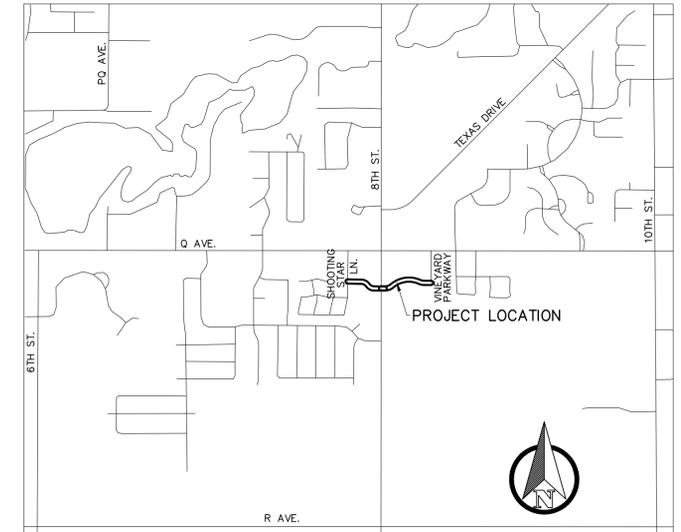
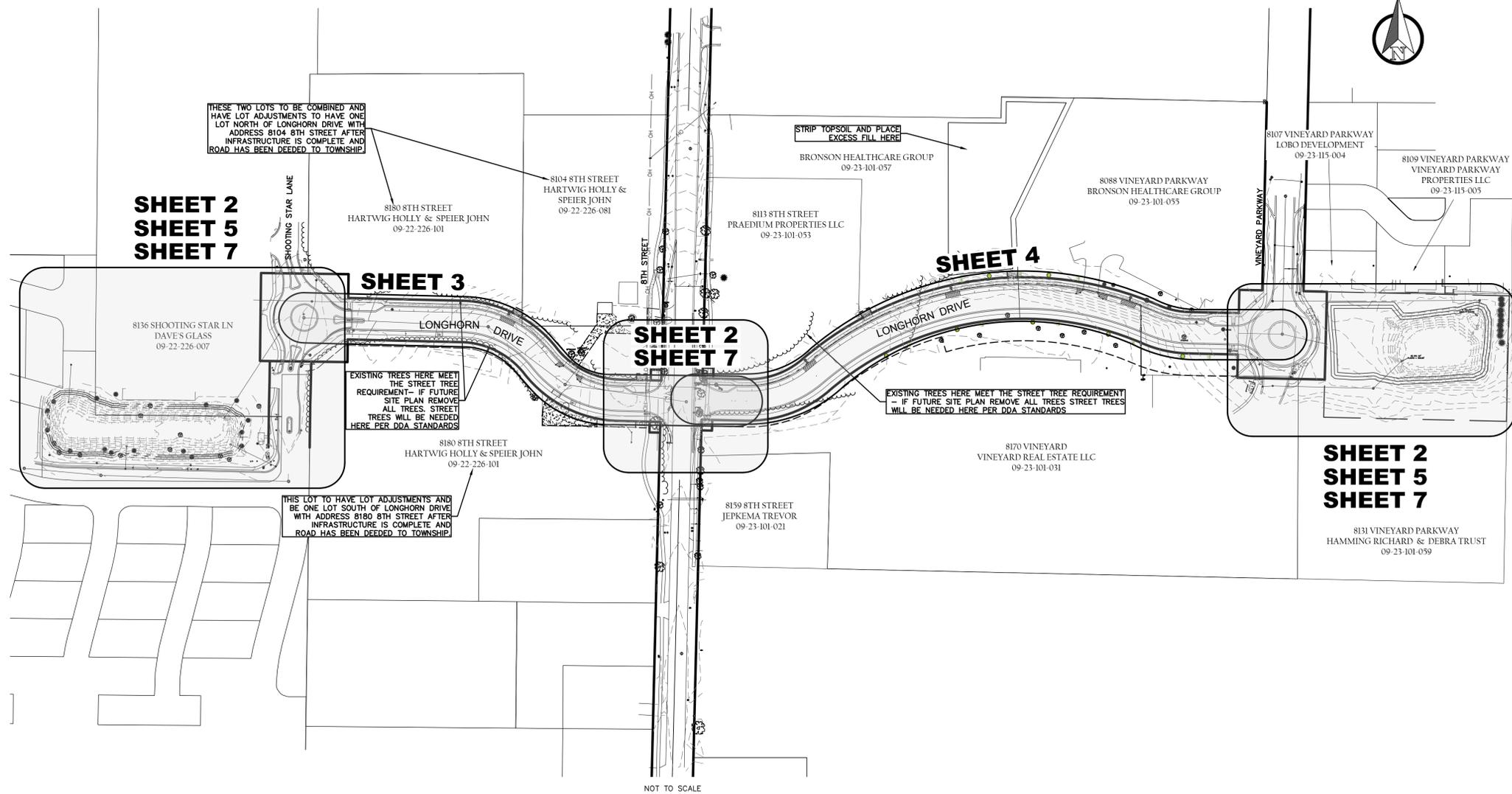
Title: \_\_\_\_\_

# CHARTER TOWNSHIP OF TEXAS

## KALAMAZOO COUNTY, MICHIGAN

# LONGHORN DRIVE

(TOWNSHIP-OWNED - NON-CERTIFIED PUBLIC ROAD)



CHARTER TOWNSHIP OF TEXAS, KALAMAZOO COUNTY MICHIGAN  
LOCATION MAP  
NOT TO SCALE

### PLAN INDEX

SHEET No.	DESCRIPTION
1 OF 7	TITLE SHEET
2 OF 7	DEMO PLAN
3 OF 7	PLAN AND PROFILE
4 OF 7	PLAN AND PROFILE
5 OF 7	WEST AND EAST ROUNDABOUT AND PONDS
6 OF 7	TYPICAL SECTIONS
7 OF 7	PAVEMENT MARKINGS & SIGNAGE

UTILITY	ENTITY	NAME	NUMBER
WATER	TEXAS TOWNSHIP	BROOKE HOVENKAMP	269-375-1591
SEWER	TEXAS TOWNSHIP	BROOKE HOVENKAMP	269-375-1591
GAS	CONSUMERS ENERGY	KYLE OAK	269-337-2366
ELECTRIC	CONSUMERS ENERGY	KYLE OAK	269-337-2366
TELEPHONE	AT&T	CARRIE DEMOTT	269-384-4472



DESIGN ENGINEER  
VK CIVIL  
DAN LEWIS, P.E.  
269-697-7120  
DAN@VKCIVIL.COM



Know what's below.  
Call before you dig.

UTILITY LOCATIONS ARE DERIVED FROM ACTUAL MEASUREMENTS OR AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATIONS NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THIS AREA.

DATE	REVISION	BY
16 6/20/2025	REVISED PER TWP PC COMMENTS	CRZ
17 08/01/2025	BID DOCUMENTS	JTR
18 08/21/2025	REVISED PER CITY COMMENTS	CRZ
19 10/30/2025	REVISED PER RCKC COMMENTS	FJ
20 11/20/2025	REVISED PER PROPERTY OWNER	CRZ
21 11/28/2025	REVISED PER RCKC COMMENTS	CRZ

TEXAS TOWNSHIP  
KALAMAZOO COUNTY, MICHIGAN  
TEXAS TOWNSHIP DDA  
TITLE SHEET

**VK CIVIL**  
Vriesman & Korhorn  
Byron Center, MI  
(616) 277-2185  
Kalamazoo, MI  
(269) 697-7120  
www.VKcivil.com

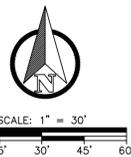
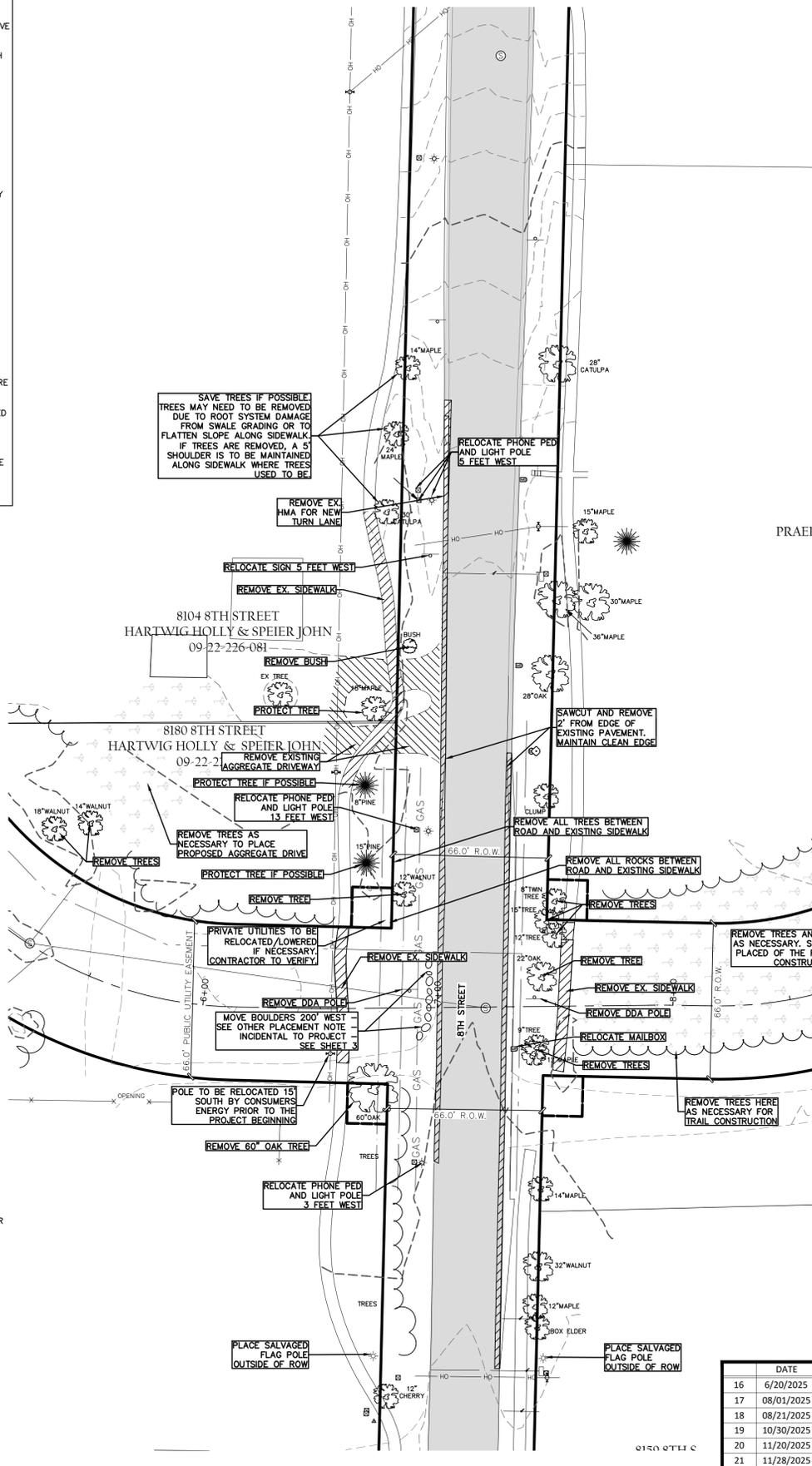
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CHECKED DGL  
Sheet No. 1 OF 7

- GRADING PLAN NOTES:**
- SOILS EXPOSED IN THE BASE OF ALL SATISFACTORY FOUNDATION EXCAVATIONS SHOULD BE PROTECTED AGAINST ANY DETRIMENTAL CHANGES IN CONDITION SUCH AS FROM DISTURBANCE, RAIN AND FREEZING. SURFACE RUN-OFF WATER SHOULD BE DRAINED AWAY FROM THE EXCAVATION AND NOT ALLOWED TO POND. IF POSSIBLE, ALL FOOTING CONCRETE SHOULD BE POURED THE SAME DAY THE EXCAVATION IS MADE. IF THIS IS NOT PRACTICAL, THE FOOTING EXCAVATIONS SHOULD BE ADEQUATELY PROTECTED.
  - REMOVE ALL SUBGRADE MATERIAL THAT MAY BE SOFTENED BY RAINS, FREEZING, OR CONSTRUCTION TRAFFIC, ETC. AND REPLACE WITH COMPACTED GRANULAR FILL.
  - ALL CONSTRUCTION METHODS SHALL BE DONE IN COMPLIANCE WITH MDOT-MDEQ. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING A "SOIL EROSION PERMIT" FROM THE COUNTY AND A "PERMIT BY RULE/NOTICE OF COVERAGE" FROM EGLE IF APPLICABLE, PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL REQUIREMENTS IF THE COUNTY "SOIL EROSION PERMIT" AND FOR ALL CERTIFIED STORM WATER INSPECTION SERVICE REQUESTED BY THE "PERMIT BY RULE." EROSION CONTROL MEASURES SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS AND SHALL NOT RELIEVE THE CONTRACTOR'S RESPONSIBILITY FOR PROVIDING ALL REQUIRED EROSION CONTROL MEASURES.
  - AVOID UNNECESSARY DISTURBING OR REMOVING OF EXISTING VEGETATED TOPSOIL OR EARTH COVER. THESE COVER AREAS ACT AS SEDIMENT FILTERS.
  - ALL TEMPORARY SOIL EROSION PROTECTION SHALL REMAIN IN PLACE UNTIL REMOVAL IS REQUIRED FOR FINAL CLEAN UP AND APPROVAL.
  - GEOTEXTILE SILT FENCE SHALL BE INSTALLED AS REQUIRED WHEN CROSSING CREEKS OR WHEN ADJACENT TO WETLANDS OR SURFACE WATER BODIES TO PREVENT SILTATION AND ELSE WHERE AS DIRECTED BY THE ENGINEER. SEEDING AND/OR SODDING SHALL BE INSTALLED ON CREEK BANKS IMMEDIATELY AFTER CONSTRUCTION TO PREVENT EROSION.
  - CONTRACTOR SHALL TAKE PRECAUTIONS TO AVOID TRACKING SOIL ONTO ADJACENT ROADWAYS. CONTRACTOR SHALL SWEEP IMMEDIATELY IS OCCURS.
  - ANY DISTURBED AREA WHICH WILL BE LEFT UNWORKED 20 DAYS OR LONGER MUST BE SEEDDED TO ESTABLISH VEGETATION FOR TEMPORARY STABILIZATION. BASINS TO BE SEEDDED AND MULCH BLANKETS APPLIED IMMEDIATELY TO PROVIDE A STABLE BASE AND AVOID EXCESSIVE EROSION.
  - ALL SOIL EROSION CONTROL MEASURES ARE TO BE IN PLACE PRIOR TO THE START OF ANY GRADING.
  - ALL NON PAVED AREAS TO BE TOPSOILED (6" MIN.) & SEEDDED.
  - VARIATION IN EXISTING SOIL CONDITIONS MAY IMPACT THE EARTHWORK QUANTITIES IF UNUSABLE SOILS ARE ENCOUNTERED DURING CONSTRUCTION.
  - DUST CONTROL: THE CONTRACTOR SHALL SUPPLY ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY SUCH AS CALCIUM CHLORIDE, WATER OR A MOTORIZED DUST-FREE STREET SWEEPING DEVICE TO MAINTAIN ALL ROADWAYS BEING USED FOR ACCESS TO THE CONSTRUCTION SITE AND SHALL ADHERE TO ALL ORDINANCES OF THE TOWNSHIP, COUNTY, MDEQ OR ANY OTHER GOVERNMENT AGENCY.
  - IF MUD, SOIL OR OTHER DEBRIS IS DEPOSITED ON ADJACENT STREETS, ROADS OR OTHER PROPERTY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF SUCH AT THE END OF EACH WORK DAY OR AS REQUIRED DURING THE WORK DAY.
  - STORMWATER POLLUTION PREVENTION ITEMS SHALL BE IN PLACE PRIOR TO COMMENCING CLEARING OPERATIONS, EARTHWORK GRADING, OR ANY OTHER TYPE OF CONSTRUCTION ACTIVITY.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH THE SOIL EROSIONS AND SEDIMENT CONTROL PERMIT.
  - PLACE TEMPORARY EROSION CONTROL MEASURES PRIOR TO EARTH MOVING ACTIVITIES.
  - MULCH BLANKETS SHALL BE PLACED, STAPLED, AND OVERLAPPED ON ALL SLOPES THAT ARE 1 ON 3 OR GREATER AFTER.
  - CONTRACTOR TO INSTALL SILT SACK IN ALL CATCH BASINS ONCE THEY ARE CONSTRUCTED.
  - ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSPECTED BY A CERTIFIED STORM WATER OPERATOR AND MAINTAINED BY CONTRACTOR EVERY 7 DAYS AND AFTER EVERY SIGNIFICANT RAIN EVENT IN ACCORDANCE WITH NPDES PERMIT BY RULE REQUIREMENTS IF APPLICABLE.
  - EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL VEGETATION IS ESTABLISHED.
  - BEST MANAGEMENT PRACTICES WILL BE UTILIZED DURING AND AFTER CONSTRUCTION OF THE PROJECT. MEASURES WILL INCLUDE THE USE OF SILT FENCING, SEEDING AND MULCHING, SEDIMENT INLET FILTERS, COMPACTION AND PAWING. THE OWNER OF THE SUBJECT PARCEL SHALL HAVE THE RESPONSIBILITY TO MAINTAIN THE PERMANENT SOIL EROSION PROTECTION MEASURES.

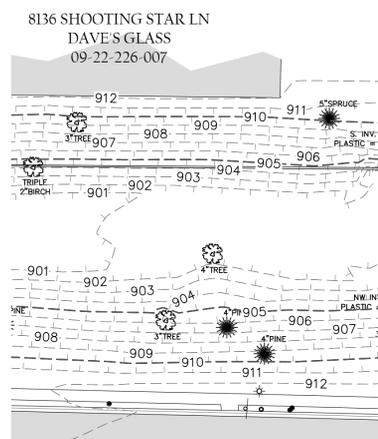
- SITE LAYOUT NOTES:**
- ALL WORK SHALL BE DONE TO ALL FEDERAL, STATE, AND LOCAL LAWS, RULES, AND REGULATIONS.
  - ALL WORK WITHIN ROW SHALL BE DONE IN ACCORDANCE WITH LOCAL ROADWAY JURISDICTION REQUIREMENTS.
  - CONTRACTOR SHALL RESTORE ALL STREET SURFACES, DRIVEWAYS, CULVERTS, ROADSIDE DRAINAGE, AND OTHER INFRASTRUCTURE DISTURBED OR DAMAGED DUE TO CONSTRUCTION ACTIVITIES TO MATCH EXISTING CONDITIONS.
  - ALL DEBRIS SHALL BE REMOVED FROM THE SITE, AND NO STOCKPILING ON SITE SHALL BE ALLOWED UNLESS APPROVED BY OWNER.
  - THE CONTRACTOR SHALL LIMIT SAWCUT AND PAVEMENT REMOVAL TO ONLY THOSE AREAS WHERE REQUIRED OR AS SHOWN. ALL PAVEMENTS TO BE REMOVED SHALL BE SAWCUT AND REMOVED TO FULL DEPTH AT ALL JOINTS OR EXISTING JOINTS. IF ANY DAMAGE IS INCURRED TO ANY OF THE SURROUNDING PAVEMENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ITS REMOVAL AND REPAIR AT NO ADDITIONAL COST.
  - CONTRACTOR SHALL CONTACT MISS DIG THREE WORKING DAYS BEFORE YOU DIG. CALL MISS DIG AT 1-800-482-7171 OR 811.
  - ALL WORK SHALL BE DONE TO THE MICHIGAN HANDICAPPED ACCESSIBILITY CODE AND THE AMERICANS WITH DISABILITIES ACT.
  - CONTRACTOR SHALL ENSURE ALL ADA RAMP AND ACCESS MEET CURRENT ADA STANDARDS. IF IT IS DISCOVERED THAT ANY ITEMS WILL NOT MEET ADA STANDARDS IT SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION.
  - ALL SIGNAGE SHALL BE PER RCKC AND MMUTCD STANDARDS.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS, PERMIT COSTS, DEMOLITION PERMITS, TAX FEES, ASSESSMENTS, UTILITY PERMITS, ROW PERMITS, BONDS, INSURANCE, OR OTHER FEES ASSOCIATED WITH CONSTRUCTION.
  - SITE CONCRETE TO HAVE A COMPRESSIVE STRENGTH OF A MINIMUM 4000 PSI AND SHALL HAVE LIMESTONE AGGREGATE AND SHALL HAVE A 5.5-8% AIR ENTRAINMENT WITH A BROOM FINISH.
  - INSTALL EXPANSION JOINTS AT ALL LOCATIONS WHERE CONCRETE ABUTS HMA PAVEMENT.
  - CONTRACTOR SHALL REVIEW THE GEOTECHNICAL AND ENVIRONMENTAL REPORTS FOR THE SITE AND INCORPORATE INTO THEIR CONSTRUCTION MEANS AND METHODS.
  - THESE PLANS HAVE BEEN DEVELOPED FOR ELECTRONIC FIELD SURVEY LAYOUT. DIMENSIONS SHOWN ARE FOR GRAPHIC PRESENTATION ONLY AND SHOULD NOT BE USED FOR LAYOUT. CONTACT THE ENGINEER IF ANY DISCREPANCIES BETWEEN THE PLAN AND ELECTRONIC DATA ARE DISCOVERED.
  - THE WORK LIMITS SHOWN ON THESE PLANS ARE FOR PHYSICAL CONSTRUCTION ONLY. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY LIGHTS, BARRICADES, FLAGMEN, ETC. AS REQUIRED TO PERFORM THE WORK. THE INSTALLATION AND OPERATION OF ALL TEMPORARY TRAFFIC CONTROL AND TEMPORARY TRAFFIC CONTROL DEVICES SHALL BE PROVIDED BY THE CONTRACTOR WHETHER INSIDE OR OUTSIDE THESE WORK LIMITS.
  - THE CONTRACTOR SHALL PROTECT LOCATION OF ALL PROPERTY MARKERS AND BENCHMARKS.
  - THE CONTRACTOR IS RESPONSIBLE FOR ALL SIGNS, BARRICADES, AND SAFETY FENCES TO DETER PEOPLE FROM ENTERING THE WORK AREA AND FOR MAINTAINING AND PROTECTING THE FLOW OF VEHICULAR AND PEDESTRIAN TRAFFIC AROUND THE JOB SITE. TRAFFIC CONTROLS SHALL BE COORDINATED WITH THE LOCAL POLICE DEPARTMENT AND MUNICIPALITY.
  - PRIOR TO CONSTRUCTION OR GRADING A PROTECTIVE BARRIER, FENCE, POST, AND SIGNS CLEARLY INDICATING LIMITS OF DISTURBANCE SHALL BE INSTALLED INDICATING NO TREE REMOVAL OR DISTURBANCES OUTSIDE LIMITS.
  - NO PARKING CONTRACTOR OR SUBCONTRACTORS SHALL BE ALLOWED ON PUBLIC STREETS WITHOUT PRIOR APPROVAL.
  - NO BUILDING MATERIAL, EQUIPMENT, VEHICLES, OR CHEMICALS SHALL BE STORED OR PLACED OUTSIDE OF THE LIMITS OF DISTURBANCE.
  - CONSTRUCTION NOISE SHALL BE KEPT TO A MINIMUM DURING NIGHTTIME HOURS AND MUST COMPLY WITH LOCAL MUNICIPAL ORDINANCES.

- UTILITY PLAN NOTES:**
- CONTRACTOR SHALL CONTACT PRIVATE AND PUBLIC UTILITY COMPANIES IF ANY COORDINATION IS NEEDED BETWEEN PROPOSED WORK AND EXISTING UTILITIES.
  - UTILITIES SHOWN (IF ANY) ARE APPROXIMATE LOCATIONS DERIVED FROM MEASUREMENTS OR AVAILABLE RECORDS. THIS MAP IS NOT TO BE INTERPRETED AS SHOWING EXACT LOCATIONS OR SHOWING ALL UTILITIES IN THE AREA. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITY INFORMATION. THE CONTRACTOR SHALL FIELD VERIFY FOR ACCURACY, LOCATION, AND CONDITION.
  - ALL WATERMAIN TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL WATER UTILITY STANDARDS AND EGLE STANDARDS.
  - ALL SANITARY SEWER TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL SANITARY SEWER UTILITY STANDARDS AND EGLE STANDARDS.
  - ALL 6" UNDERDRAIN TO BE CORRUGATED PLASTIC PIPE WITH SOCK, ADS N-12 OR APPROVED EQUAL.
  - ALL STORM SEWER SHALL BE SMOOTH LINED CORRUGATED PLASTIC PIPE (ADS N-12 OR EQUAL), UNLESS OTHERWISE LABELED ON THE PLANS.
  - ALL EXISTING CASTINGS FOR STRUCTURES TO BE ADJUSTED OR RECONSTRUCTED TO GRADE SHALL BE FIELD VERIFIED AT THE TIME OF CONSTRUCTION AND MARKED SUITABLE FOR SALVAGE AND REUSE OR REPLACED.
  - ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER ARE PROHIBITED.
  - CATCH BASINS WITHIN CONCRETE HEAD CURB SHALL HAVE EJ 7045 CASTINGS.
  - CATCH BASINS WITHIN BIT VALLEY CURB SHALL HAVE EJ 7065 CASTINGS WITH M1 GRATE.
  - CATCH BASINS WITHIN PAVED AREAS SHALL HAVE EJ 1020M1 RADIAL FLATE GRATE CASTINGS.
  - STORM SEWER MANHOLES SHALL HAVE EJ 1020 CASTINGS WITH SOILD COVERS.
  - STORM SEWER YARD DRAINS SHALL HAVE EJ 6508 CASTINGS.
  - ROOF DRAINS SHALL BE PVC SCH-40.
  - CONTRACTOR IS TO UNCOVER AND VERIFY ALL TOP LOCATIONS AND INVERTS. LOCATION AND INVERT DISCREPANCIES SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION FOR RESOLUTION PRIOR TO COMMENCING WORK.
  - SANITARY AND STORM STRUCTURES SHALL BE PRECAST AND HAVE A MAXIMUM OF 2 ADJUSTING RINGS FOR FINISH GRADE ADJUSTMENT.
  - THE CONTRACTOR SHALL MAINTAIN EXISTING UTILITY SERVICE TO ALL ADJOINING PROPERTIES.

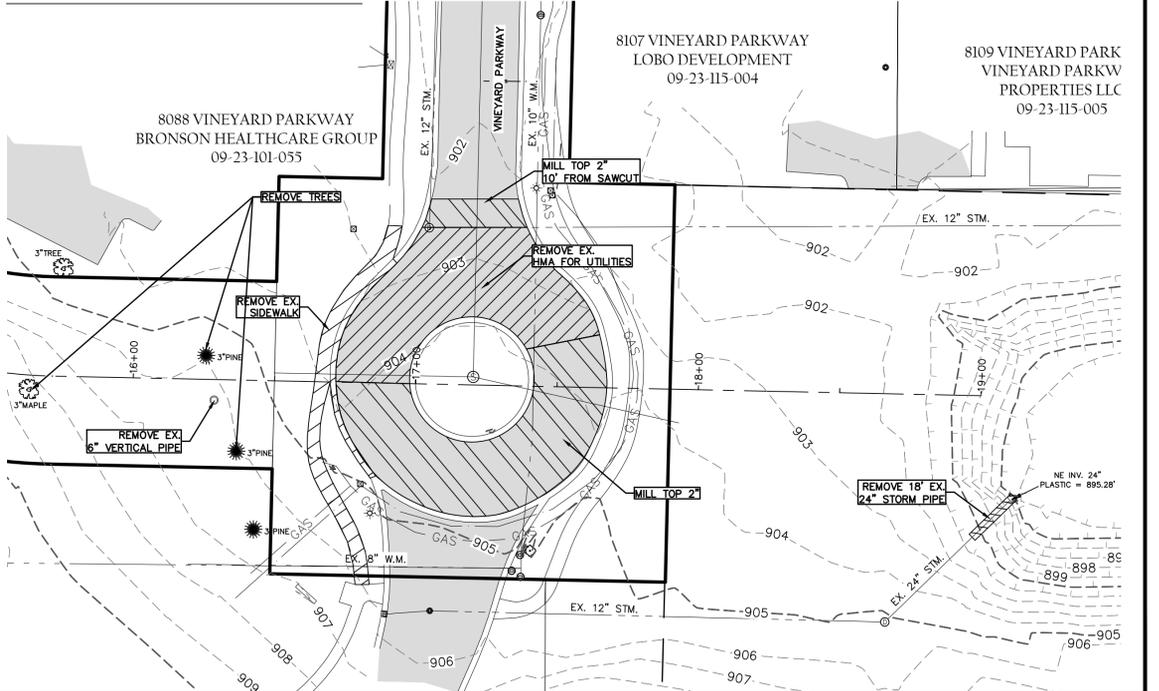
### 8TH STREET REMOVALS



### SHOOTING STAR WAY REMOVALS



### VINEYARD PARKWAY REMOVALS



DATE	REVISION	BY
16 6/20/2025	REVISED PER TWPP PC COMMENTS	CRZ
17 08/01/2025	BID DOCUMENTS	JTR
18 08/21/2025	REVISED PER CITY COMMENTS	CRZ
19 10/30/2025	REVISED PER RCKC COMMENTS	FJ
20 11/20/2025	REVISED PER PROPERTY OWNER	CRZ
21 11/28/2025	REVISED PER RCKC COMMENTS	CRZ

TEXAS TOWNSHIP  
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**TEXAS TOWNSHIP DDA**  
EXISTING CONDITIONS / REMOVAL

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**HATCH LEGEND**

- EXISTING HOT MIXED ASPHALT
- PROPOSED HOT MIXED ASPHALT
- PROPOSED 8" MDOT 21AA GRAVEL
- PROPOSED CONCRETE SIDEWALK

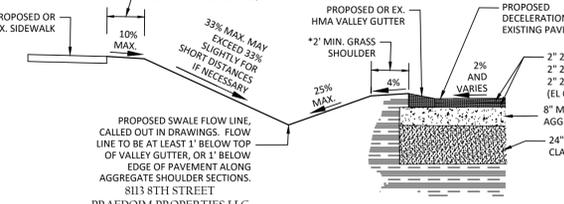
**LINE LEGEND**

- EXISTING OVERHEAD ELECTRIC
- EXISTING GAS
- EXISTING COMMUNICATIONS
- EXISTING FENCE
- RIGHT OF WAY EASEMENT
- EXISTING GRAVEL
- PROPOSED STORM SEWER
- PROPOSED SANITARY SEWER
- EXISTING WATERMAIN
- PROPOSED WATERMAIN

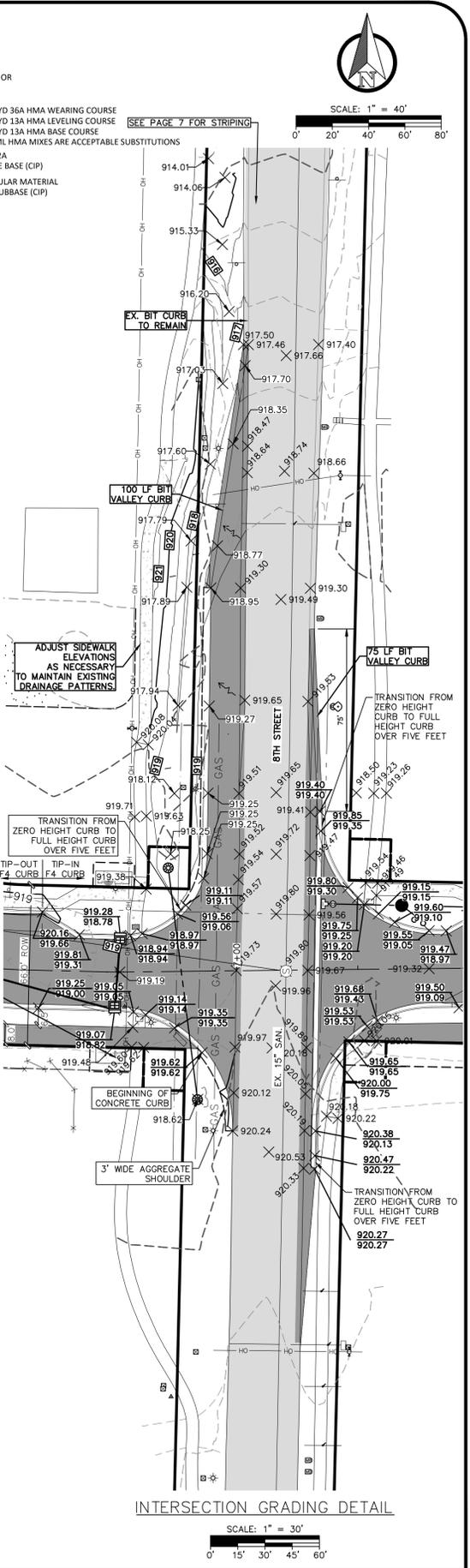
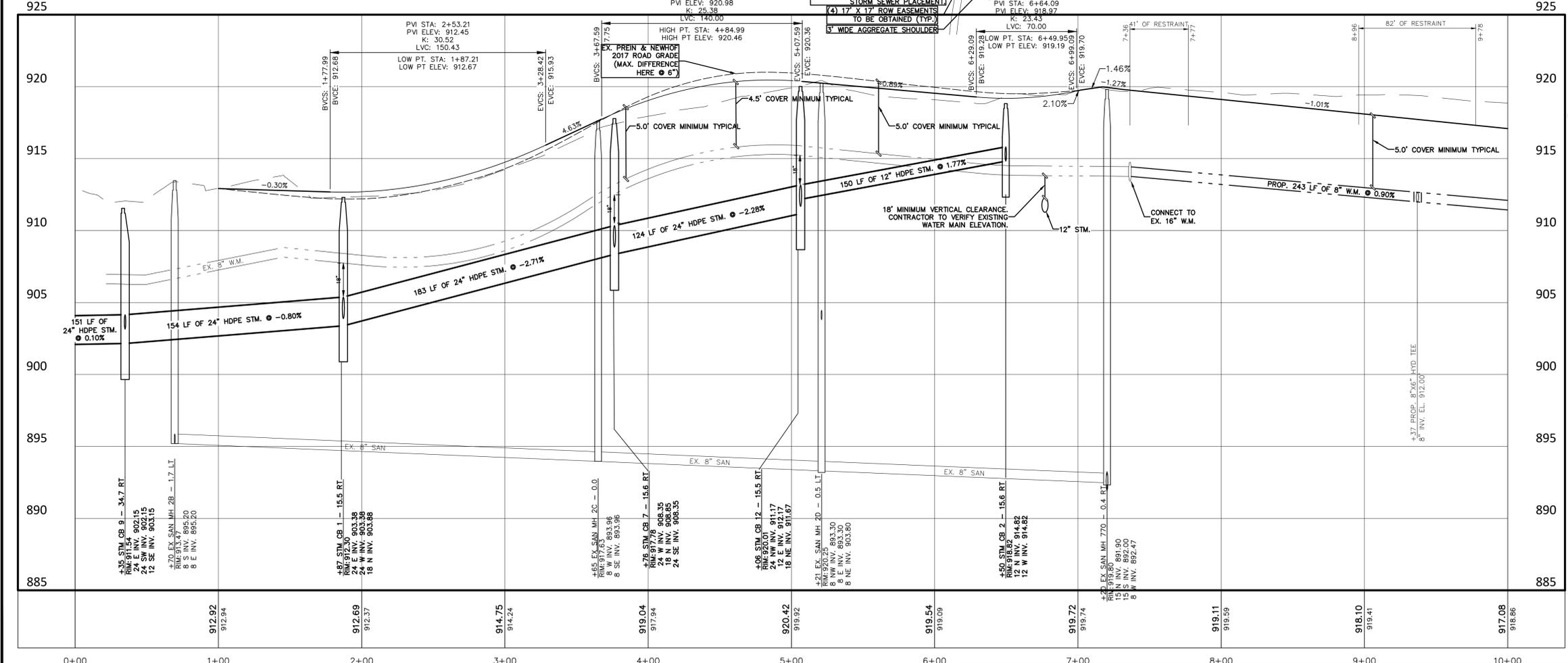
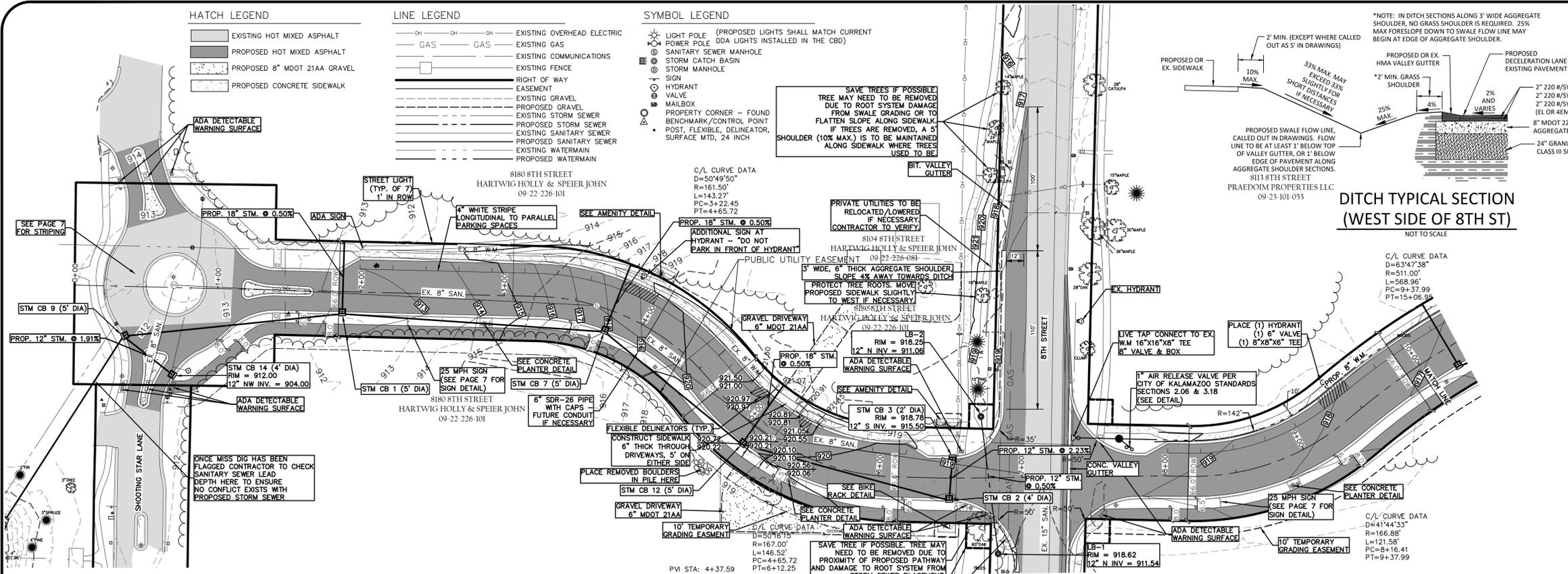
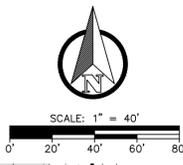
**SYMBOL LEGEND**

- LIGHT POLE (PROPOSED LIGHTS SHALL MATCH CURRENT)
- POWER POLE (DDA LIGHTS INSTALLED IN THE CBD)
- SANITARY SEWER MANHOLE
- STORM CATCH BASIN
- STORM MANHOLE
- SIGN
- HYDRANT
- VALVE
- MAILBOX
- PROPERTY CORNER - FOUND
- STORM CATCH BASIN
- POST, FLEXIBLE, DELINEATOR, SURFACE MTD, 24 INCH

\*NOTE: IN DITCH SECTIONS ALONG 3' WIDE AGGREGATE SHOULDER, NO GRASS SHOULDER IS REQUIRED. 25% MAX FORESLOPE DOWN TO SWALE FLOW LINE MAY BEGIN AT EDGE OF AGGREGATE SHOULDER.



**DITCH TYPICAL SECTION (WEST SIDE OF 8TH ST)**  
NOT TO SCALE



**INTERSECTION GRADING DETAIL**  
SCALE: 1" = 30'

WATER MAIN TO BE BUILT TO CITY OF KALAMAZOO STANDARD SPECIFICATIONS FOR WATER MAIN AND SERVICE INSTALLATION, 2021

DATE	REVISION	BY
16/6/2025	REVISED PER TWP PC COMMENTS	CRZ
17/8/2025	BID DOCUMENTS	JTR
18/8/2025	REVISED PER CITY COMMENTS	CRZ
19/10/2025	REVISED PER RCCK COMMENTS	FJ
20/11/2025	REVISED PER PROPERTY OWNER	CRZ
21/11/2025	REVISED PER RCCK COMMENTS	CRZ

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TEXAS TOWNSHIP DDA  
PLAN AND PROFILE



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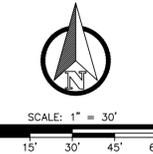
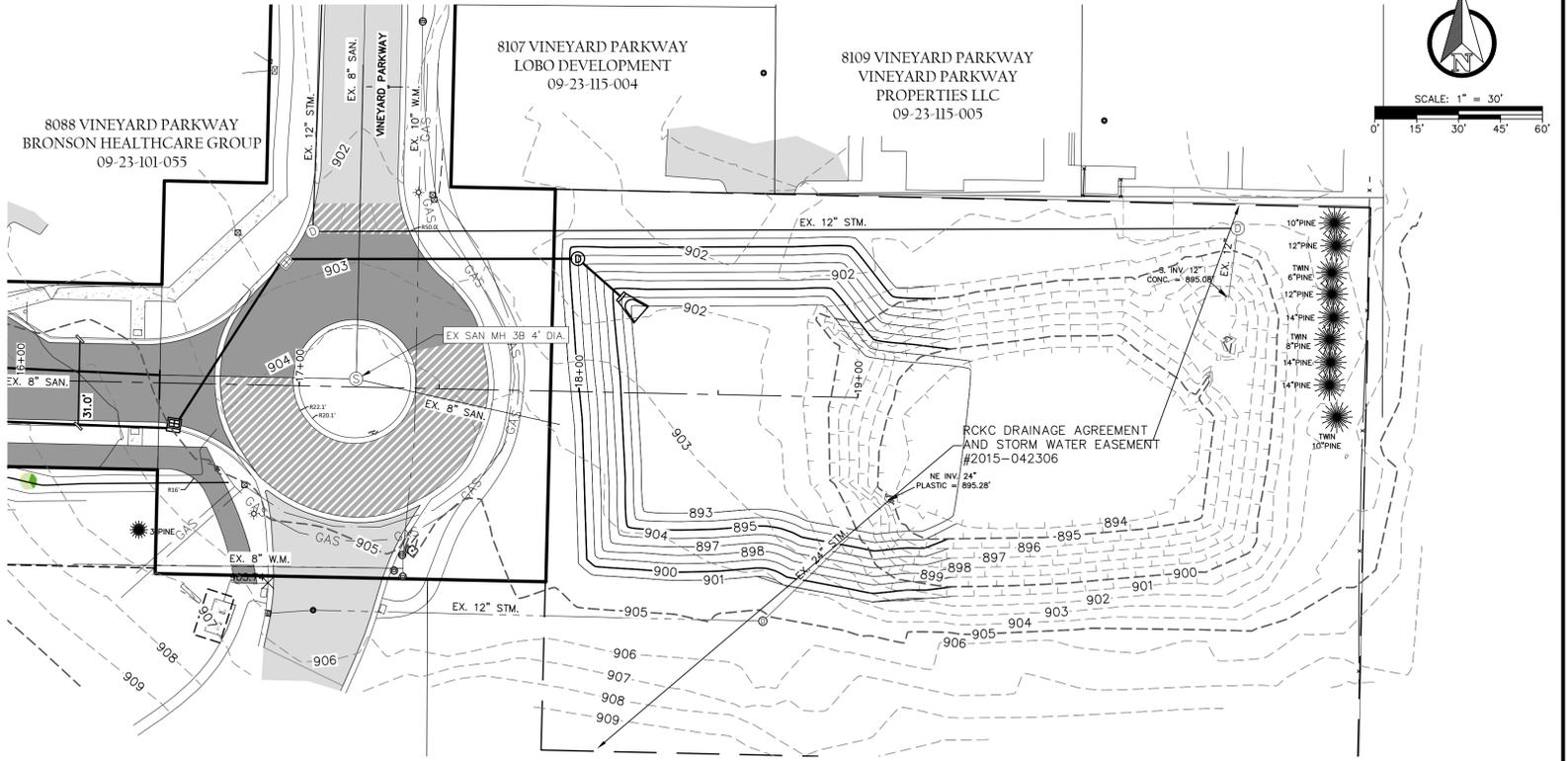
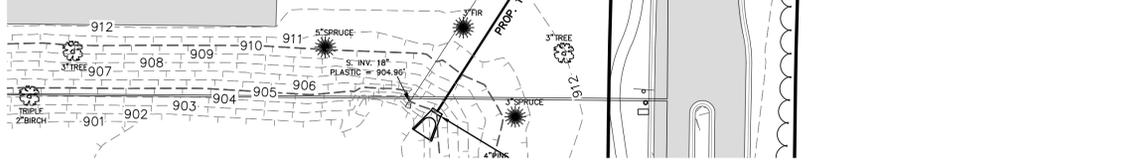


- TIP IN CURB (INTERIOR ISLANDS ONLY)



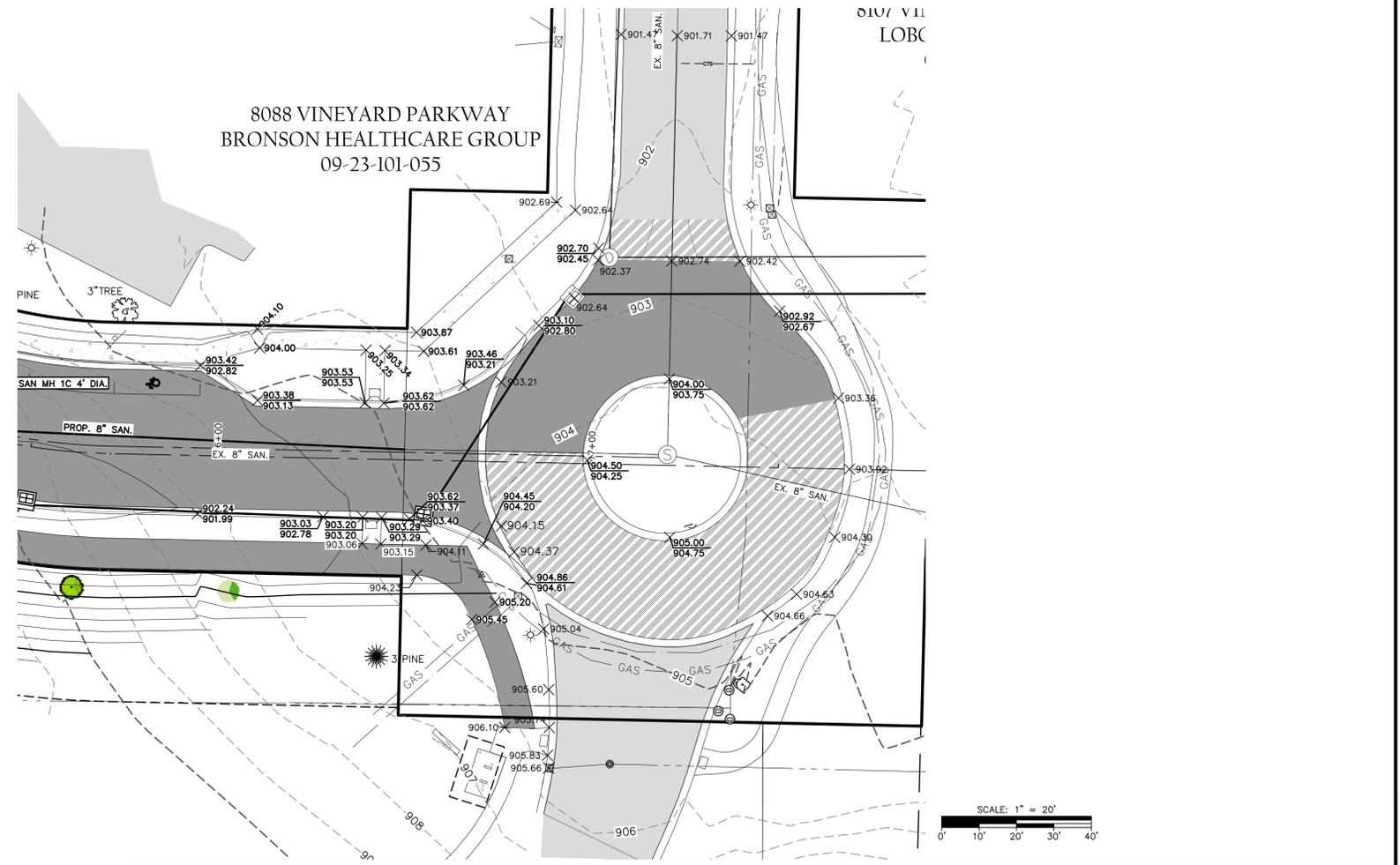
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8136 SHOOTING STAR LN  
DAVE'S GLASS  
09-22-226-007



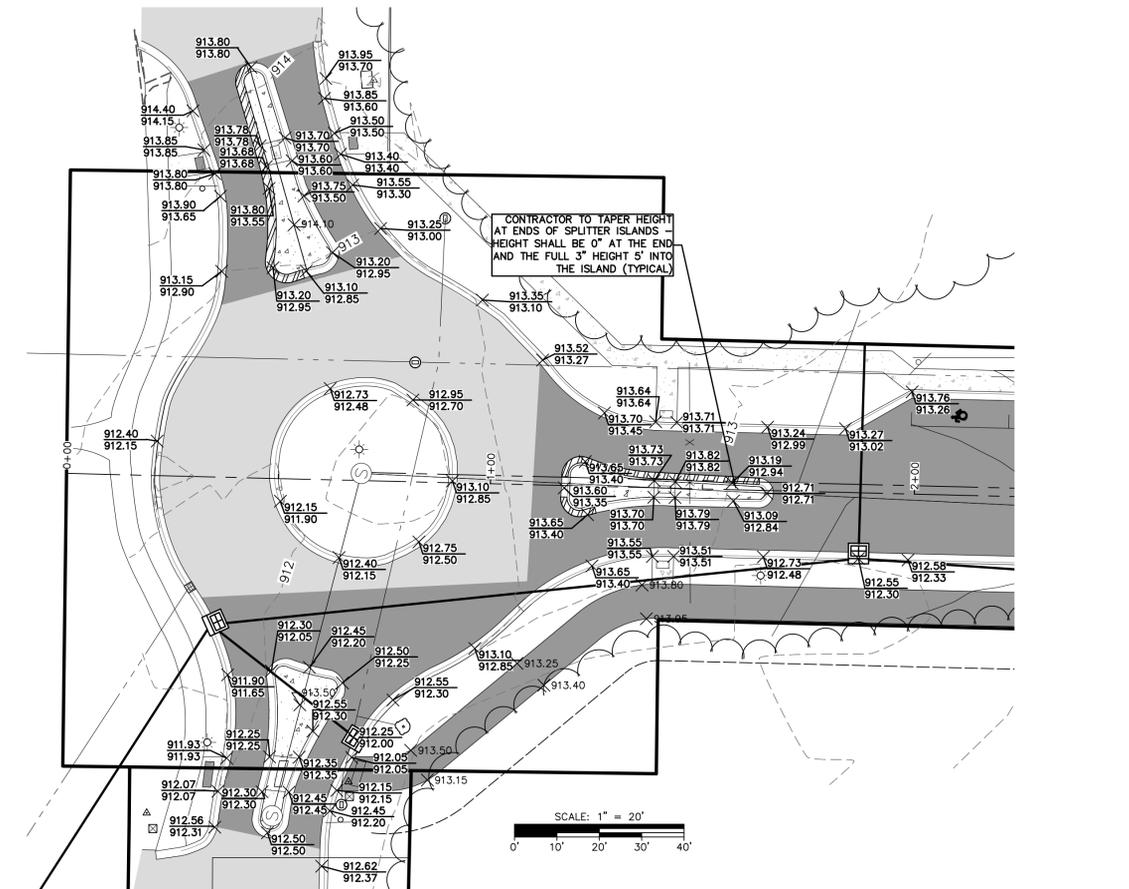
SCALE: 1" = 30'

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09-23-101-055



SCALE: 1" = 20'

CONTRACTOR TO TAPER HEIGHT  
AT ENDS OF SPLITTER ISLANDS  
HEIGHT SHALL BE 0" AT THE END  
AND THE FULL 3" HEIGHT 5' INTO  
THE ISLAND (TYPICAL)



SCALE: 1" = 20'

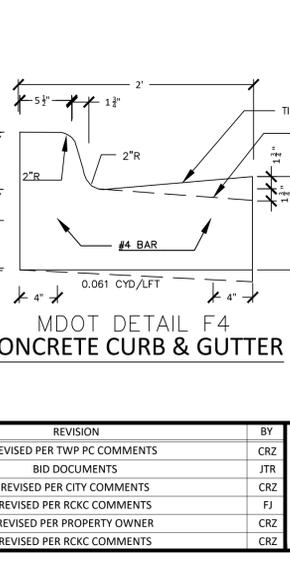
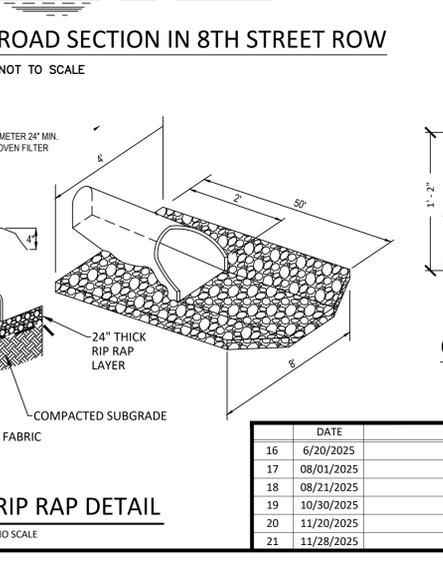
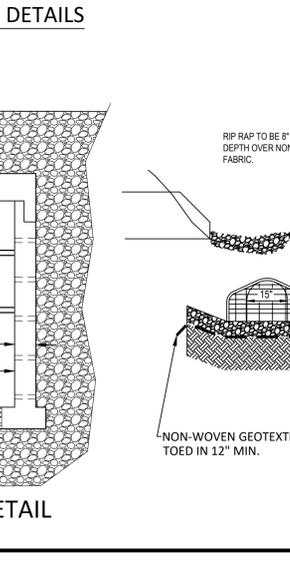
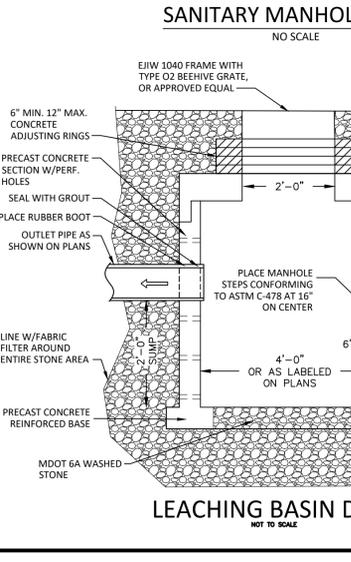
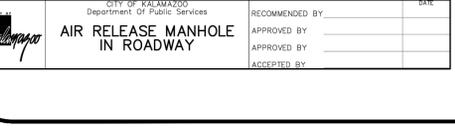
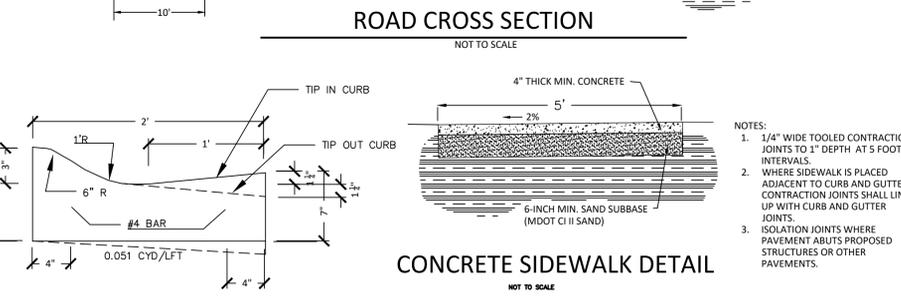
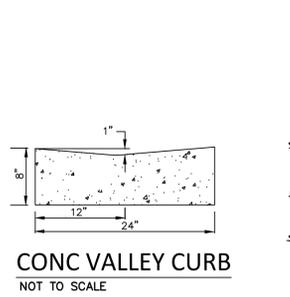
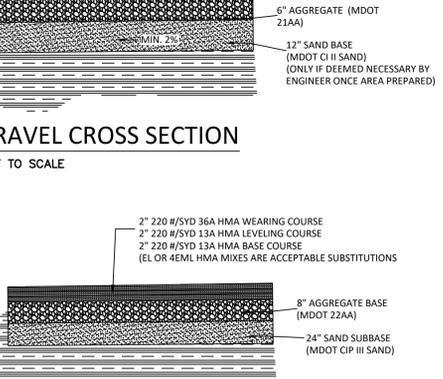
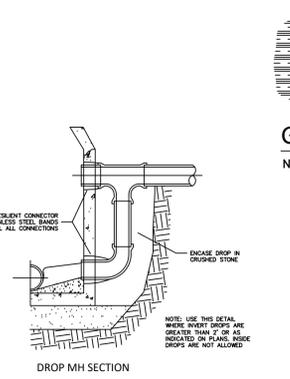
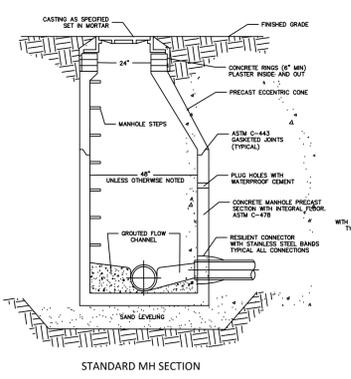
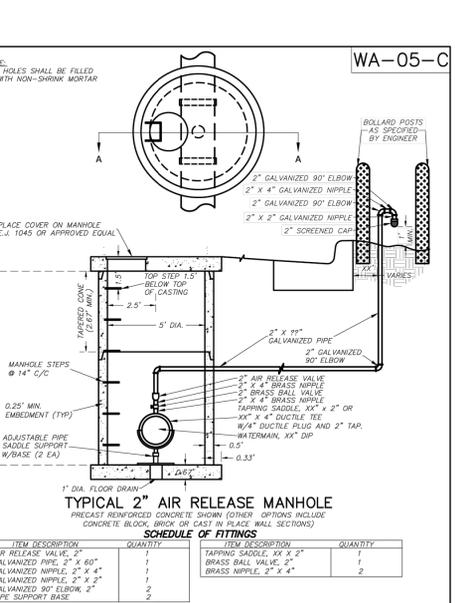
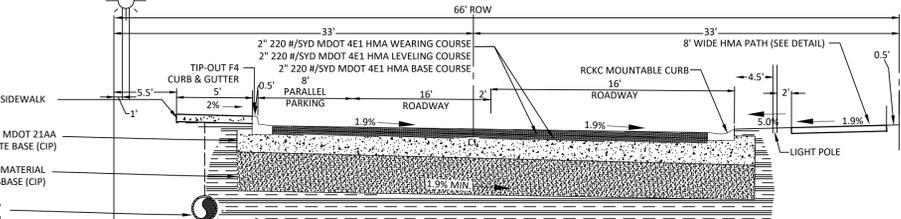
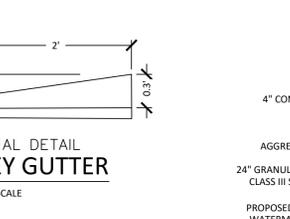
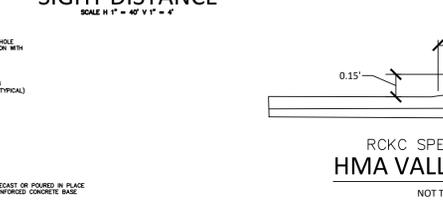
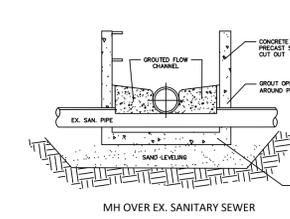
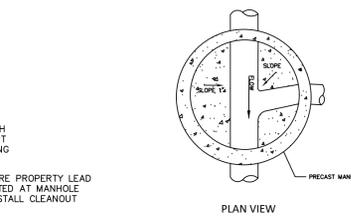
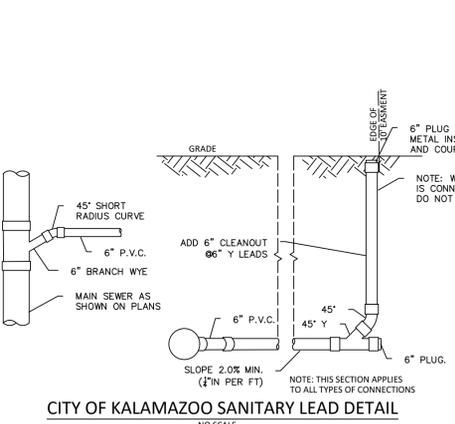
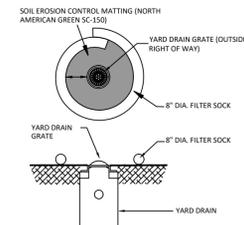
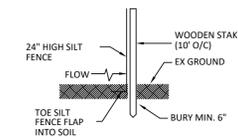
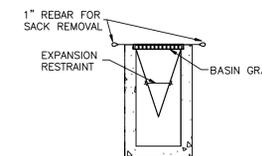
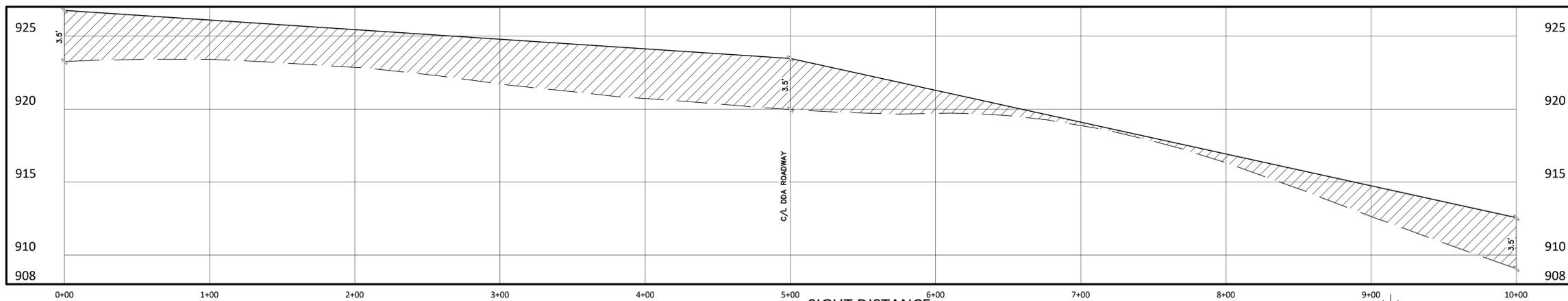
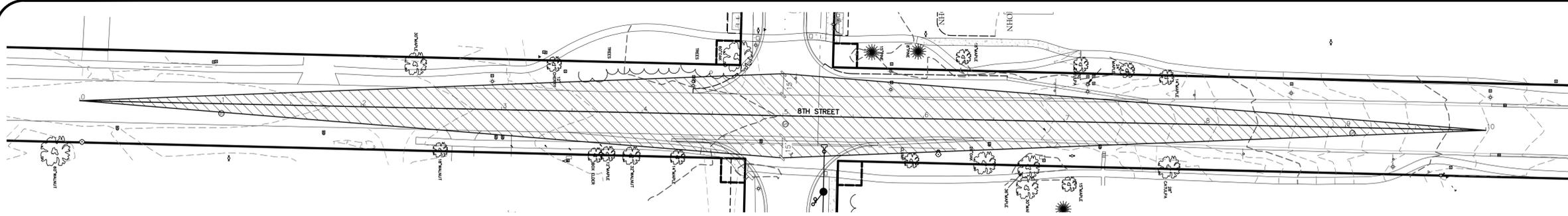
DATE	REVISION	BY
16 6/20/2025	REVISED PER TWP PC COMMENTS	CRZ
17 08/01/2025	BID DOCUMENTS	JTR
18 08/21/2025	REVISED PER CITY COMMENTS	CRZ
19 10/30/2025	REVISED PER RCKC COMMENTS	FJ
20 11/20/2025	REVISED PER PROPERTY OWNER	CRZ
21 11/28/2025	REVISED PER RCKC COMMENTS	CRZ

TEXAS TOWNSHIP  
KALAMAZOO COUNTY, MICHIGAN  
TEXAS TOWNSHIP DDA  
WEST AND EAST PONDS



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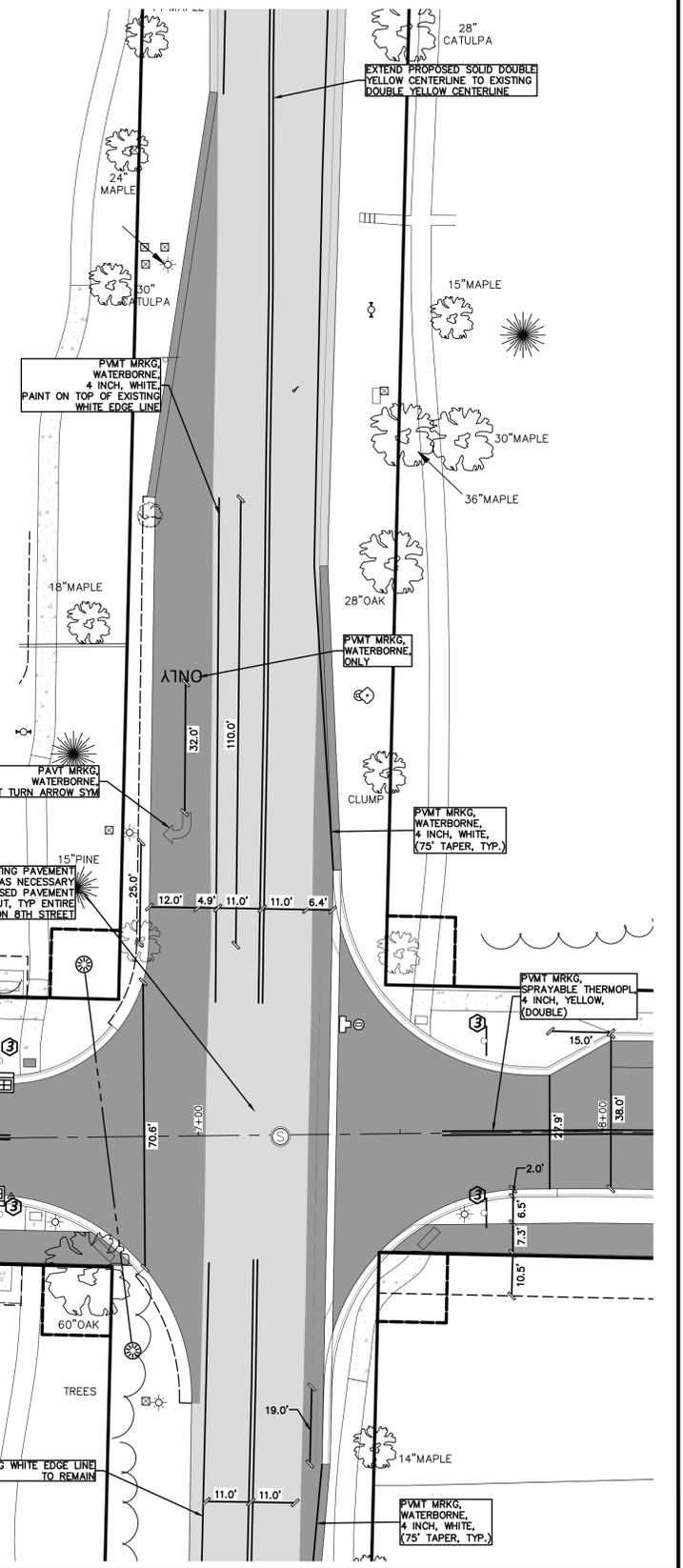
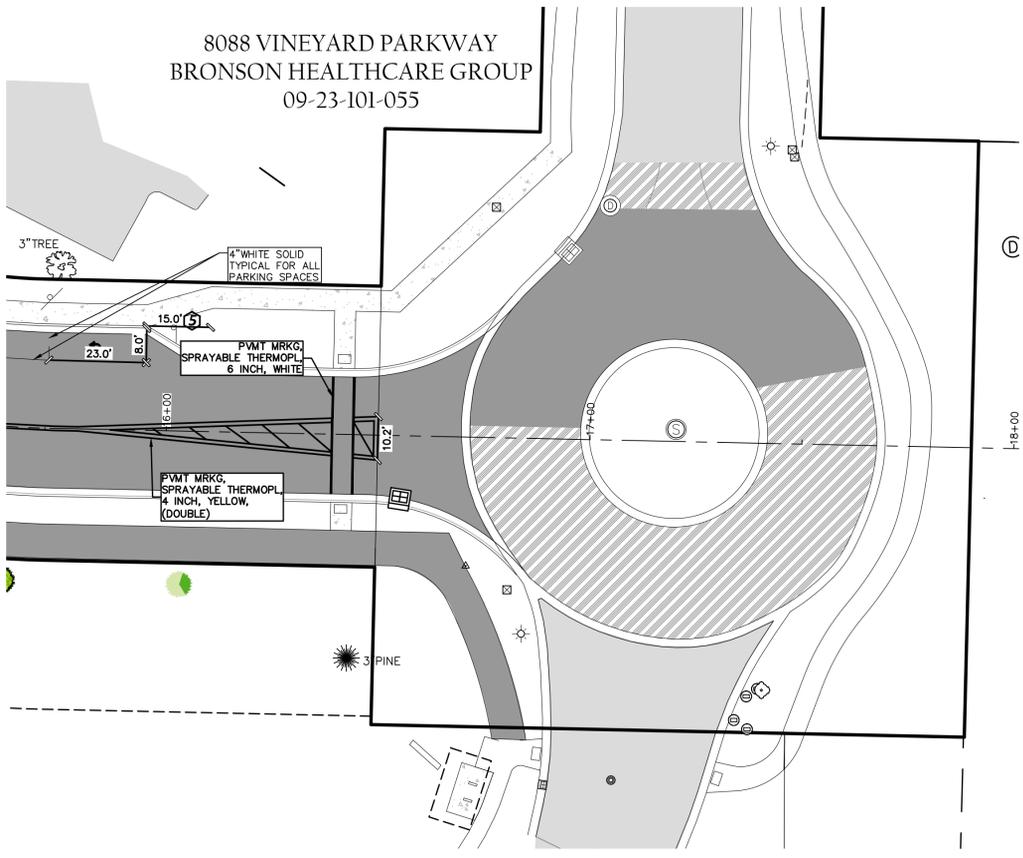
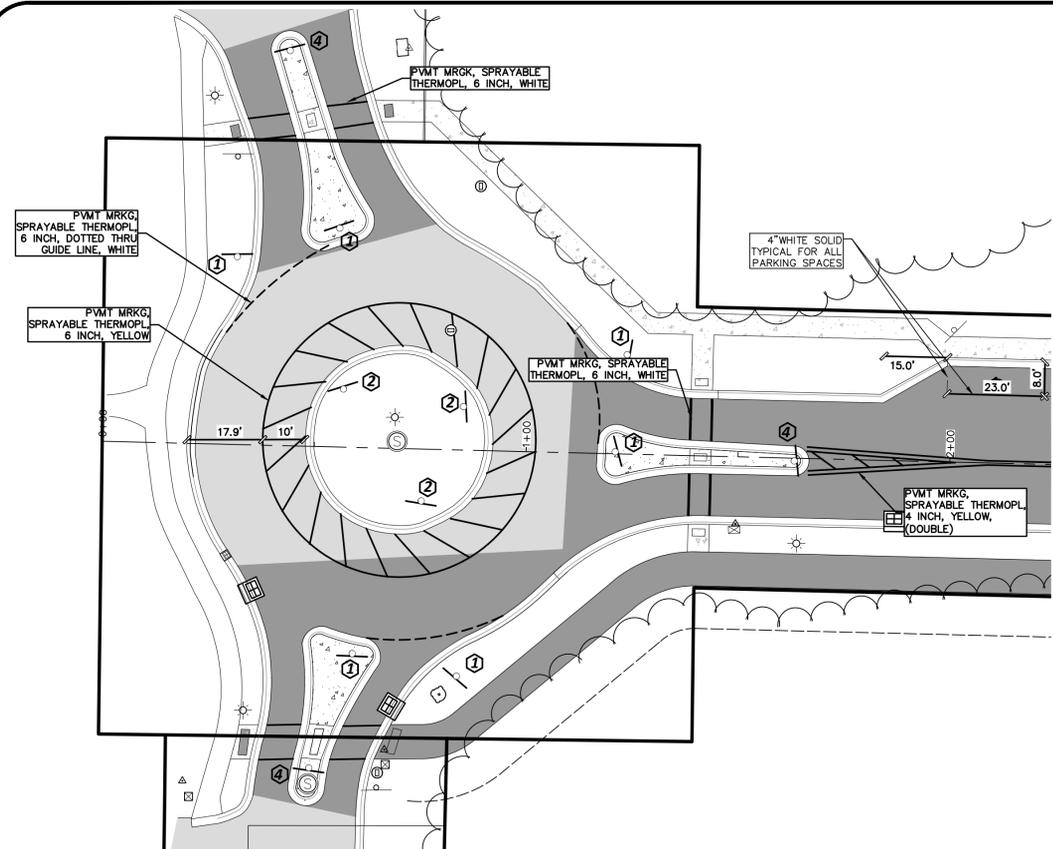
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TEXAS TOWNSHIP  
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TEXAS TOWNSHIP DDA  
PROJECT DETAILS

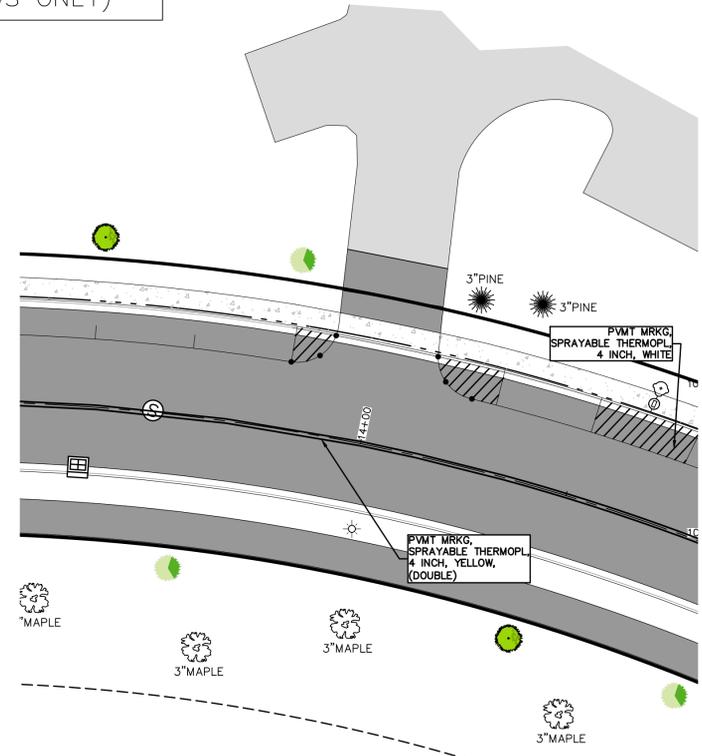
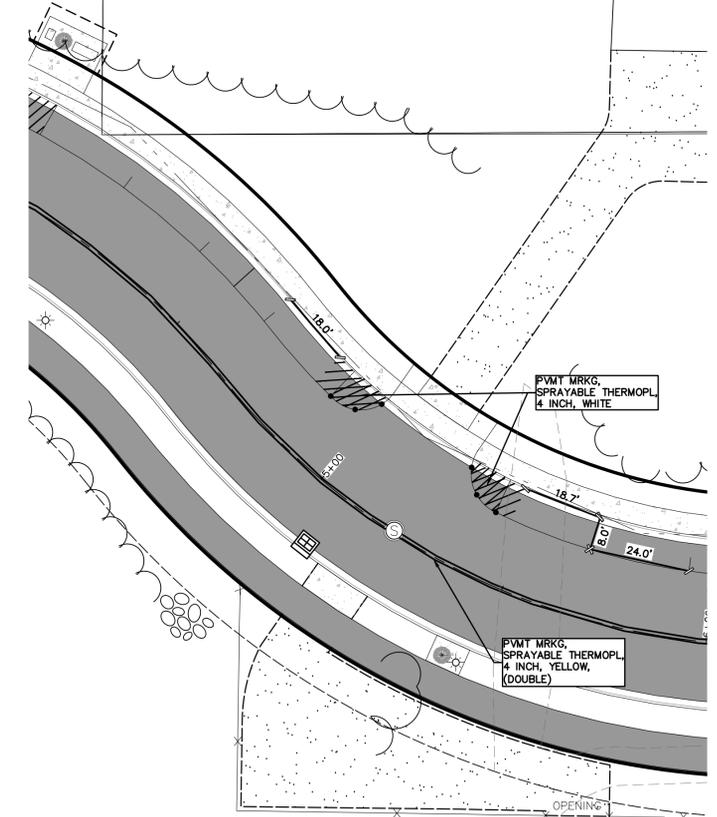
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Sheet No. 6 OF 7

8088 VINEYARD PARKWAY  
BRONSON HEALTHCARE GROUP  
09-23-101-055



ANY AND ALL MARKINGS ON PUBLIC ROADS TO BE MAINTAINED BY RCKC, NOT THE DDA.  
NOTE: RCKC TO LAYOUT ALL SIGN AND PAVEMENT MARKINGS AND INSPECT APPLICATION/INSTALLATION. (ON PUBLIC ROADS ONLY)



INSTALL WITH CORES THROUGH THE CONCRETE AT LOCATIONS APPROVED BY ENGINEER PRIOR TO CORING.

1 R1-2  
36"  
TYPE IIIA  
9 SQFT  
12 FT 3#  
POST

ADD VISI STRIP ON POST

2 R6-4  
30"X24"  
TYPE IIIA  
5 SQFT  
18 FT 3#  
POST

3 R1-1  
36"  
TYPE IIIA  
9 SQFT  
20 FT 3#  
POST

ADD VISI STRIP ON EACH POST

5 R2-1  
24"X30"  
TYPE IIIA  
5 SQFT  
12 FT 3#  
POST

4 R4-7  
18"X24"  
TYPE IIIA  
3 SQFT  
12 FT 3#  
POST

ALL PAVEMENT MARKINGS TO BE RECESSED ON PRIVATE ROAD ONLY.  
NO RECESSED PAVEMENT MARKINGS FOR ANY MARKINGS IN 8TH STREET ROW.

DATE	REVISION	BY
16 6/20/2025	REVISED PER TWP PC COMMENTS	CRZ
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KALAMAZOO COUNTY, MICHIGAN  
TEXAS TOWNSHIP DDA  
DIMENSIONS & STRIPING

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**BOARD AGENDA ITEM**

**BOARD MEETING DATE:** December 22, 2025

**DEPARTMENT/COMMITTEE:** Administration

**SUBJECT:** Community Development Specialist Job Description

**SPECIFIC ACTION REQUESTED:** **Approve Community Development Specialist Job Description**

**TIME FRAME:** ASAP

**FUNDING SOURCE:** General Fund (101) & Building Inspections Fund (249)

**IS THIS A BUDGETED ITEM?** Yes **Account # (if known): 101 – 85% | 249 – 15%**

**NEW OR RENEWAL?** New

**OTHER PERTINENT INFORMATION:** We propose reclassifying the current Zoning Specialist position to Community Development Specialist to better reflect the scope and complexity of the duties performed. This reclassification aligns with the increased workload and responsibilities, particularly the dedicated backup support to the Building Department, which will constitute approximately 15% of the position’s time.

This reclassification has been reviewed at the TB budget workshop as well as at the November 24<sup>th</sup> COTW meeting. A budget amendment will be needed for the Building Inspections Fund (249) to reflect the change in compensation. Wage for the reclassification is included in the FY26 wage schedule.

**Sample Motion for Consideration:** *Motion to approve the Community Development Specialist position description and authorize the promotion of Bret Willis to Community Development Specialist effective January 1, 2026.*

**PERSON SUBMITTING:** Human Resources Manager Lourdes Franco-Puzevic

<u>For Board Use Only:</u>					
This requires <b>voice vote:</b>		Yes	No	This requires <b>roll-call vote:</b>	
		Yes	No		
Beutel_____	Boven_____	Hammon_____	Koop_____	Meinema_____	O’Neill_____ O’Rourke_____



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**POSITION DESCRIPTION**

<b>Position Title:</b>	Community Development Specialist	<b>Position Creation Date:</b>	?
<b>Department:</b>	Planning Department	<b>Last Revision Date:</b>	11/3/2025
<b>Union or Non-Union:</b>	<input type="checkbox"/> Union <input checked="" type="checkbox"/> Non-Union		<b>POSITION CLASSIFICATION</b>
<b>Supervisor's Title:</b>	Planning Director		Regular FT <input checked="" type="checkbox"/>
<b>Direct Reports (position titles only):</b>			Regular PT <input type="checkbox"/>
			Temporary/Seasonal (6 mos. or less) <input type="checkbox"/>
			Contract <input type="checkbox"/>
			<b>FLSA STATUS</b>
			Exempt <input type="checkbox"/>
			Non-Exempt <input checked="" type="checkbox"/>

**SCHEDULE**

<b>How many hours per week?</b>	<input type="checkbox"/> 20 <input type="checkbox"/> 24 <input type="checkbox"/> 32 <input checked="" type="checkbox"/> 40	<input type="checkbox"/> Other (please explain)
<b>Expected days to work regularly?</b>	<input checked="" type="checkbox"/> Monday <input checked="" type="checkbox"/> Tuesday <input checked="" type="checkbox"/> Wednesday <input checked="" type="checkbox"/> Thursday <input checked="" type="checkbox"/> Friday <input type="checkbox"/> Saturday <input type="checkbox"/> Sunday	

**POSITION SUMMARY**

*This section helps readers understand the role's significance and how it fits within the organization's structure. The summary should be 3-4 sentences. What is the primary function of the job? Importance to the organization? Key area(s) of focus?*

The Community Development Specialist performs professional planning and zoning work in support of the Township's land use, zoning, and economic development goals. This position assists in reviewing site plans, zoning permits, and development proposals; coordinates Land Division and Land Combination applications; prepares reports and recommendations for the Planning Commission and Zoning Board of Appeals; administers grants and special projects; and serves as a key point of contact for residents, businesses, and developers. The position supports the implementation of the Township's Master Plan, zoning ordinance, and community development initiatives, contributing to the Township's long-term vision for sustainable and balanced growth.

NOTE: The above statements are intended to describe the general nature and level of work for performance of this position. They are not to be construed as an exhaustive list of all job duties, responsibilities, or requirements for the position.



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**ESSENTIAL DUTIES**

*In order of importance, list the primary responsibilities of this position and estimate the percentage of time spent on each responsibility.*

1	Reviews building, zoning, and development applications for compliance with Township ordinances, the Master Plan, and applicable state laws.	20	%
2	Provides professional guidance to residents, property owners, developers, and contractors regarding zoning regulations, land use requirements, and planning processes.	15	%
3	Assists in the coordination, review, and administration of site plans, rezoning requests, special land uses, and variance applications; prepares related staff reports and recommendations.	15	%
4	Supports economic and community development activities, including grant research, administration, and project coordination for business attraction, retention, and neighborhood improvement efforts.	10	%
5	Conducts zoning and property maintenance inspections and investigations in coordination with the Ordinance Enforcement Officer; documents findings and prepares related correspondence.	10	%
6	Prepares and presents reports, maps, and agenda materials for the Planning Commission and Zoning Board of Appeals; attends evening meetings as required.	5	%
7	Maintains accurate and up-to-date records of permits, enforcement actions, and development activity; assists with planning and zoning escrow accounts.	5	%
8	Assists in periodic updates to the Master Plan, zoning ordinance, and zoning map; collects and analyzes demographic, economic, and land-use data.	5	%
9	Develop public information materials, presentations, and communications related to Township planning, zoning, and development projects.	5	%
10	Provides backup coverage for the Building Coordinator.	5	%
11	Performs other duties as required.	5	%

**MINIMUM QUALIFICATIONS**

<b>Required Minimum Education:</b>	<input type="checkbox"/> High School Diploma/GED	<input checked="" type="checkbox"/> Associate's degree or 2 years of college
	<input type="checkbox"/> Bachelor's degree	<input type="checkbox"/> Master's degree
<b>Required Experience:</b>	Minimum of three (3) years of professional experience in planning, zoning, or community development within a municipal or county government setting.	

NOTE: The above statements are intended to describe the general nature and level of work for performance of this position. They are not to be construed as an exhaustive list of all job duties, responsibilities, or requirements for the position.



**CHARTER TOWNSHIP OF TEXAS**

7227 WEST Q AVENUE  
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 269.375.1591  
 www.texastownship.org

<b>Required Licenses or Certifications:</b>	<ul style="list-style-type: none"> <li>• Certification as a Zoning Official or ability to obtain within one (1) year of hire (e.g., MZEA, AICP, or similar).</li> <li>• Valid Michigan Driver's License and reliable transportation for fieldwork.</li> </ul>
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<b>Preferred Skills, Knowledge and Abilities:</b>	<p><b>Knowledge of:</b></p> <ul style="list-style-type: none"> <li>• Michigan Zoning Enabling Act, Planning Enabling Act, and related statutes.</li> <li>• Principles and practices of urban and regional planning, community development, and zoning administration.</li> <li>• Municipal zoning ordinances, subdivision regulations, and land use codes.</li> <li>• Grant writing, project management, and economic development fundamentals.</li> <li>• GIS systems, BS&amp;A permitting software, and Microsoft Office Suite.</li> </ul> <p><b>Skill in:</b></p> <ul style="list-style-type: none"> <li>• Reading and interpreting ordinances, site plans, maps, and legal descriptions.</li> <li>• Preparing clear and accurate written reports, staff memos, and public presentations.</li> <li>• Using databases, mapping systems, and project management software.</li> <li>• Communicating effectively and professionally with diverse audiences.</li> <li>• Managing multiple tasks and priorities with attention to detail.</li> </ul> <p><b>Ability to:</b></p> <ul style="list-style-type: none"> <li>• Analyze development proposals and make sound recommendations.</li> <li>• Build collaborative relationships with staff, officials, and the public.</li> <li>• Maintain professionalism in sensitive or contentious situations.</li> </ul>
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NOTE: The above statements are intended to describe the general nature and level of work for performance of this position. They are not to be construed as an exhaustive list of all job duties, responsibilities, or requirements for the position.



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	<ul style="list-style-type: none"> <li>• Represent the Township at public meetings and community events.</li> <li>• Conduct field inspections in a variety of weather conditions.           <ul style="list-style-type: none"> <li>• Physically conduct fieldwork in a variety of outdoor settings and weather conditions.</li> <li>• Professionally represent the Township in public meetings, with stakeholders, and during daily interactions.</li> </ul> </li> </ul>
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<b>WORK ENVIRONMENT/CONDITIONS</b>			
Work Environment	Seldom or Never	Sometimes or Occasionally	Frequently or Often
Office or similar indoor environment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Outdoor environment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Street environment (near moving traffic)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Confined space	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shop environment (maintenance/repairs take place)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
In the community (resident homes, businesses)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other (please explain)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Conditions	Seldom or Never	Sometimes or Occasionally	Frequently or Often
Individuals who are hostile or irate	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Individuals with known violent backgrounds	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Extreme cold (below 32 degrees)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Extreme heat (above 100 degrees)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Moving mechanical parts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fumes or airborne particles	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Toxic or caustic chemicals, substances, or waste	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Loud noises (85+ decibels)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other (please explain)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: The above statements are intended to describe the general nature and level of work for performance of this position. They are not to be construed as an exhaustive list of all job duties, responsibilities, or requirements for the position.



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<b>PHYSICAL DEMANDS</b>			
<b>Physical Demands</b>	<b>Seldom or Never</b>	<b>Sometimes or Occasionally</b>	<b>Frequently or Often</b>
Standing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Walking	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sitting	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Carrying	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Reaching	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pushing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pulling	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>What weight is the employee expected to lift or carry, with or without accommodation?</b>	<b>Seldom or Never</b>	<b>Sometimes or Occasionally</b>	<b>Frequently or Often</b>
10 lbs.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
25 lbs.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
50 lbs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
100+ lbs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>What height is the employee expected to work, with or without accommodation?</b>	<b>Seldom or Never</b>	<b>Sometimes or Occasionally</b>	<b>Frequently or Often</b>
4 feet (general industry standard)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 feet (requires fall protection)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10 feet (scaffold work requiring fall protection)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15-30 feet (some specialized work environments)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>TRAVEL &amp; MOBILITY</b>			
	<b>Seldom or Never</b>	<b>Sometimes or Occasionally</b>	<b>Frequently or Often</b>
How often does this position require the employee to drive a vehicle for work-related duties?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>VISION, HEARING &amp; COMMUNICATION</b>		
	<b>Yes</b>	<b>No</b>
Does this position require specific visual abilities (e.g., close vision, distance vision, color vision, depth perception)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is hearing acuity required for tasks such as communicating in noisy environments or detecting alarms?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

NOTE: The above statements are intended to describe the general nature and level of work for performance of this position. They are not to be construed as an exhaustive list of all job duties, responsibilities, or requirements for the position.



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Does this position require clear verbal communication in person, over the phone, or via radio?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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BENEFIT ELIGIBILITY		
	Yes	No
Elected Official's Deputy (e.g., Deputy Clerk)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Health benefits?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mobile Device Stipend?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Automobile Stipend?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Flex Scheduling (regular or seasonal)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hybrid Work?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Remote Work?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Compressed Workweek?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

FOR COMPLETION BY HUMAN RESOURCES			
REQUIRED PRE-EMPLOYMENT CHECKS			
<input checked="" type="checkbox"/> Criminal History	<input type="checkbox"/> Credit History	<input type="checkbox"/> Drug Test	<input checked="" type="checkbox"/> Driving Record

NOTE: The above statements are intended to describe the general nature and level of work for performance of this position. They are not to be construed as an exhaustive list of all job duties, responsibilities, or requirements for the position.



**BOARD AGENDA ITEM**

**BOARD MEETING DATE:** December 22, 2025  
**DEPARTMENT/COMMITTEE:** Administration  
**SUBJECT:** Resolutions Setting Wages for Elected Officials  
**SPECIFIC ACTION REQUESTED:** **Approve Resolutions 25-30, 25-31, 25-32, 25-33**  
**TIME FRAME:** Before January 1, 2026  
**FUNDING SOURCE:** General Fund

**IS THIS A BUDGETED ITEM?** Yes      **Account # (if known):** **See Below**  
Supervisor - 101-171-703.000  
Clerk - 101-215-703.000  
Treasurer - 101-253-703.000  
Trustees - 101-101-701.000

**NEW OR RENEWAL?** New

**OTHER PERTINENT INFORMATION:** Since the Township does not hold an Annual Meeting, the salary for officers must be determined by Board Resolution. The wages for 2026 reflect a 2.8% cost of living increase, which aligns with the recommended increase for staff.

Supervisor: \$24,467.43  
Trustees: \$4,214.80 plus \$150/diem plus \$25/hr for COTW  
Treasurer: \$81,556.38  
Clerk: \$81,556.38

**Sample Motion for Consideration:**

*Motion to approve resolution 25-30, establishing the Supervisor’s salary for 2026.*  
*Motion to approve resolution 25-31, establishing the Trustees’ compensation for 2026.*  
*Motion to approve resolution 25-32, establishing the Treasurer’s salary for 2026.*  
*Motion to approve resolution 25-33, establishing the Clerk’s salary for 2026.*

**PERSON SUBMITTING:** Human Resources Manager Lourdes Franco-Puzevic

<b><u>For Board Use Only:</u></b>						
This requires <b>voice vote:</b>	Yes	No	This requires <b>roll-call vote:</b>	Yes	No	
Beutel_____	Kerr_____	Roberts_____	Boven_____	Loeks_____	Hammon_____	O’Neill_____



**CHARTER TOWNSHIP OF TEXAS  
RESOLUTION NO. 25-30**

**ESTABLISH TOWNSHIP OFFICER’S SALARY**

**WHEREAS**, according to MCL 41.95(3), in a township that does not hold an annual meeting, the salary for officers composing the township board shall be determined by the township board;

**WHEREAS**, the township board deems that an adjustment in salary of the Office of Supervisor is warranted in consideration of position description; and

**NOW THEREFORE BE IT RESOLVED**, that beginning on January 1, 2026, the annual salary of the Office of Supervisor shall be: \$24,467.43

This resolution offered by board member \_\_\_\_\_

Seconded by board member \_\_\_\_\_

Upon a roll call vote, the following voted:

Aye:

Nay:

Absent:

THE RESOLUTION WAS DECLARED ADOPTED.

STATE OF MICHIGAN )

)

COUNTY OF KALAMAZOO )

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Texas, Kalamazoo County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board at a regular meeting held on the 22nd day of December 2025, at 6:00 p.m.

\_\_\_\_\_  
Emily Beutel, Texas Township Clerk





**CHARTER TOWNSHIP OF TEXAS  
RESOLUTION NO. 25-32**

**ESTABLISH TOWNSHIP OFFICER’S SALARY**

**WHEREAS**, according to MCL 41.95(3), in a township that does not hold an annual meeting, the salary for officers composing the township board shall be determined by the township board;

**WHEREAS**, the township board deems that an adjustment in salary of the Office of Treasurer is warranted in consideration of position description; and

**NOW THEREFORE BE IT RESOLVED**, that beginning on January 1, 2026, the annual salary of the Office of Treasurer shall be: \$81,556.38

This resolution offered by board member \_\_\_\_\_

Seconded by board member \_\_\_\_\_

Upon a roll call vote, the following voted:

Aye:

Nay:

Absent:

THE RESOLUTION WAS DECLARED ADOPTED.

STATE OF MICHIGAN )

)

COUNTY OF KALAMAZOO )

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Texas, Kalamazoo County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board at a regular meeting held on the 22nd day of December 2025, at 6:00 p.m.

\_\_\_\_\_  
Emily Beutel, Texas Township Clerk



**CHARTER TOWNSHIP OF TEXAS  
RESOLUTION NO. 25-32**

**ESTABLISH TOWNSHIP OFFICER’S SALARY**

**WHEREAS**, according to MCL 41.95(3), in a township that does not hold an annual meeting, the salary for officers composing the township board shall be determined by the township board;

**WHEREAS**, the township board deems that an adjustment in salary of the Office of Clerk is warranted in consideration of position description; and

**NOW THEREFORE BE IT RESOLVED**, that beginning on January 1, 2026, the annual salary of the Office of Clerk shall be: \$81,556.38

This resolution offered by board member \_\_\_\_\_

Seconded by board member \_\_\_\_\_

Upon a roll call vote, the following voted:

Aye:

Nay:

Absent:

THE RESOLUTION WAS DECLARED ADOPTED.

STATE OF MICHIGAN )

)

COUNTY OF KALAMAZOO )

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Texas, Kalamazoo County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board at a regular meeting held on the 22nd day of December 2025, at 6:00 p.m.

\_\_\_\_\_  
Emily Beutel, Texas Township Clerk



## BOARD AGENDA ITEM

**BOARD MEETING DATE:** December 22, 2025

**DEPARTMENT/COMMITTEE:** Administration

**SUBJECT:** 2026 Compensation Schedule

**SPECIFIC ACTION REQUESTED:** **Approve 2026 Compensation Schedule**

**TIME FRAME:** Before January 1, 2026

**FUNDING SOURCE:** Various

**IS THIS A BUDGETED ITEM? Yes** **Account # (if known): Various**

**NEW OR RENEWAL?** New

**OTHER PERTINENT INFORMATION:** Enclosed is the 2026 compensation schedule for consideration of approval. Based on Board discussion, the 2026 schedule reflects a 2.8% cost of living increase with one reclassification request and two merit increases – one of which is approved and funded by the DDA.

**Sample Motion for Consideration:** *Motion to approve the 2026 compensation schedule as presented.*

**PERSON SUBMITTING:** Human Resources Manager Lourdes Franco-Puzevic

**For Board Use Only:**

This requires **voice vote:** Yes No                      This requires **roll-call vote:** Yes No

Beutel\_\_\_\_\_ Kerr\_\_\_\_\_ Roberts\_\_\_\_\_ Boven\_\_\_\_\_ Loeks\_\_\_\_\_ Hammon\_\_\_\_\_ O'Neill\_\_\_\_\_

## 2026 Proposed Texas Township Compensation Schedule

POSITION	2025 COL: 2.6% Increase	2026 PROPOSED COL: 2.8% Increase	2026 Merit Request Summary & Overview of Previous Increases
Supervisor	\$23,801.00	\$24,467.43	
Clerk	\$79,335.00	\$81,556.38	
Treasurer	\$79,335.00	\$81,556.38	
Trustees	\$4,100.00 plus \$150.00 per diem plus \$25/hour for COTW	\$4,214.80 plus \$150.00 per diem plus \$25/hour for COTW	
Superintendent	\$130,000.00	\$130,000.00	Freeze until new hire
HR Manager	\$94,000.00	\$94,000.00	
Assessor	\$97,912.05	\$105,549.19	5% + COLA 2024: 5% Merit Increase + COLA
Planning Director	\$102,900.00	\$105,781.20	
Zoning Specialist	\$48,175.00	\$59,280.00	Reclassification to Comm Dev Specialist; PD in progress
Ordinance Enforcement Officer/Assistant Zoning Administrator	\$30.00	\$30.84	
Deputy Clerk & Deputy Treasurer	\$6,000.00	\$6,000.00	
Treasurer Assistant	\$26.50	\$27.24	
Clerk Assistant	\$25.22	\$25.93	
Administrative Assistant	\$23.00	\$23.00	
Executive Assistant	\$28.00	\$28.78	
Buildings & Grounds Manager	\$75,000.00	\$77,100.00	
Maintenance Staff	\$21.16	\$21.75	For existing hires; \$20 for new
Farmers Market Manager	\$20.50	\$21.07	
Market Manager Assistant	\$15.00	TBD	To be based on new hire
DDA Coordinator	\$21.00	\$22.00	DDA approved \$1 increase on 12/18
Building Official	\$119,310 plus \$300/month vehicle stipend	\$122,651 plus \$300/month vehicle stipend	
Deputy Building Official	\$350/month	\$350/month	
Building Coordinator	\$32.90	\$33.82	
Plumbing Inspector, Mechanical Inspector, Temporary Part-Time Residential Building Inspector/Plan Reviewer, Fire Suppression Plan Review & Inspections, and Backup Inspectors	\$60 per inspection Plan Review: \$60/HR	\$60 per inspection Plan Review: \$60/HR	
Fire Chief	94500 + \$2,000 Stipend Monthly	\$115,000.00	
FD Admin Assistant	\$23.56	\$24.22	
<b>Firefighter - POC &amp; FTE</b>			
Probationary - Academy Training	\$12.48	Minimum Wage	
Step 1 (Probation - 1 Year)	\$16.10		\$16.55
Step 2 (1-4 years)	\$17.94		\$18.44
Step 3 (5-9 years)	\$20.14		\$20.71
Step 4 (10+ years)	\$22.47		\$23.10
<b>Firefighter/EO - POC &amp; FTE</b>			
Step 1 (Probation - 1 Year)	\$21.96		\$22.57
Step 2 (1-4 years)	\$23.88		\$24.55
Step 3 (5-9 years)	\$25.96		\$26.69
Step 4 (10+ years)	\$28.23		\$29.02
<b>Lieutenant</b>			
Step 2 (Post-Probation-4 Years of Service)	\$26.27		\$27.01
Step 3 (5-9 years of Service)	\$28.55		\$29.35
Step 4 (10+ Years of Service)	\$31.06		\$31.93
<b>Captain (POC &amp; FTE) &amp; Fire Marshal</b>			
Flat Rate	\$34.16	\$35.12	

POSITION	2025 COL: 2.6% Increase	2026 PROPOSED COL: 2.8% Increase	2026 Merit Request Summary & Overview of Previous Increases
Planning Commission	\$90.00 Member	\$90.00 Member	
	\$105.00 Citizen Planner Designation	\$105.00 Citizen Planner Designation	
	\$120.00 Master Citizen Planner Designation	\$120.00 Master Citizen Planner Designation	
	\$15.00 Add for Chair	\$15.00 Add for Chair	
Zoning Board of Appeals	\$90.00 Member	\$90.00 Member	
	\$105.00 Citizen Planner Designation	\$105.00 Citizen Planner Designation	
	\$120.00 Master Citizen Planner Designation	\$120.00 Master Citizen Planner Designation	
	\$15.00 Add for Chair	\$15.00 Add for Chair	
Board of Review	Days \$190.00	Days: \$210	
	Evenings & 1/2 Session \$80.00	Evenings & 1/2 Sessions: \$100	
Board of Review Secretary	Days \$76   Evenings & 1/2 Session \$32	Days \$83   Evenings & 1/2 Sessions \$35	
Building Board of Appeals	\$50 Chair	\$50 Chair	
	\$45 Member	\$45 Member	
Election Workers	\$225.00 chair/co-chair per diem	\$18 per hour for Chair	
	\$175.00 precinct inspector	\$16 per hour for Inspector	
	\$40.00 pre-election set-up	Based on hourly rates above	
	\$40.00 training		
Mileage	Current Government Rate	Current Government Rate	





**CHARTER TOWNSHIP OF TEXAS  
RESOLUTION NO. 25-34**

**Resolution to Approve FY25 Budget Amendments**

At a meeting of the Township Board of Trustees (“Township Board”) of the Charter Township of Texas, Kalamazoo County, Michigan (the “Township”) held on the 22nd day of December, 2025, at 6:00 p.m.

PRESENT: \_\_\_\_\_

\_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_

The following resolution was offered by \_\_\_\_\_ and supported by

\_\_\_\_\_.

**WHEREAS**, the Township Board has, during the course of the year, reviewed and approved expenditures against the Township budget appropriations; and

**WHEREAS**, pursuant to the Uniform Budgeting and Accounting Act of 1968, as amended, the legislative body shall adopt a balanced budget including all supplemental appropriation approvals; and

**WHEREAS**, pursuant to the Uniform Budgeting and Accounting Act of 1968, as amended, a balanced budget is defined as estimated total expenditures including an accrued deficit shall not exceed estimated total revenues including a surplus; and

**WHEREAS**, the Board of Trustees has the sole authority to adopt and amend the budget;

**NOW THEREFORE BE IT RESOLVED,**

1. The Township Board does hereby approve the budget amendments as outlined in Exhibit A for the fiscal year that ends December 31, 2025.

Upon a roll call vote, the following voted:

Aye: \_\_\_\_\_

Nay: \_\_\_\_\_

THE RESOLUTION WAS DECLARED ADOPTED.

STATE OF MICHIGAN            )  
  )  
COUNTY OF KALAMAZOO        )

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Texas, Kalamazoo County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board at a regular meeting held on the 22nd day of December, 2025, at 6:00 p.m.

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Emily Beutel, Texas Township Clerk

# FY25 Final Budget Amendments - Exhibit A

Thursday, December 18, 2025

No.	Fund/Department Name	Type	Accounting Code	Description	2025 Budgeted Amount	Amend To	Increase/Decrease	Notes	
<b>General Fund (101)</b>									
	General Fund	Amendment	101-172-873.000	Mileage - Superintendent	\$ 3,600.00	\$ 1,500.00	\$ 2,100.00		
	General Fund	Amendment	101-172-703.300	Deputy Superintendent	\$ 5,325.00	\$ 3,825.00	\$ 1,500.00		
							<b>Subtotal for Dept</b>	<b>\$ 3,600.00</b>	
	General Fund	Amendment	101-567-930.000	Maintenance - Cemetery	\$ 12,500.00	\$ 16,100.00	\$ (3,600.00)		
							<b>Subtotal for Dept</b>	<b>\$ (3,600.00)</b>	
<b>General Fund Budget Amendments Net Position Change</b>								<b>\$0.00</b>	
<b>Longhorn Drive (233)</b>									
	Longhorn Drive	Amendment	233-000-699.248	Transfer from DDA Fund	\$ -	\$ 300,000.00	\$ 300,000.00	Initial costs for project - dependent upon approval of agenda items	
	Longhorn Drive	Amendment	233-000-699.403	Transfer from Sewer Fund	\$ -	\$ 73,010.00	\$ 73,010.00		
	Longhorn Drive	Amendment	233-000-699.404	Transfer from Water Fund	\$ -	\$ 120,780.00	\$ 120,780.00		
	Longhorn Drive	Amendment	233-000-699.405	Transfer from Capital	\$ -	\$ 150,000.00	\$ 150,000.00		
	Longhorn Drive	Amendment	233-728-826.000	Legal Fees	\$ -	\$ 40,000.00	\$ (40,000.00)		
	Longhorn Drive	Amendment	233-728-965.100	Construction Management	\$ -	\$ 75,000.00	\$ (75,000.00)		
					<b>FY25 Estimated Ending Fund Balance: \$528,790</b>	<b>Fund Impact:</b>	<b>\$ 528,790.00</b>		
<b>Township Hall Debt Service (301)</b>									
	Township Hall Debt Service	Amendment	301-000-969.000	Paying Agent Fees	\$ 1,500.00	\$ 2,000.00	\$ (500.00)	Adjust cost - additional invoice	
					<b>FY25 Estimated Ending Fund Balance: \$12,207</b>	<b>Fund Impact:</b>	<b>\$ (500.00)</b>		
<b>N. Eagle Lake Drive (810)</b>									
	N Eagle Lake Drive	Amendment	810-441-801.000	Road Maintenance	\$ 2,000.00	\$ 3,000.00	\$ (1,000.00)		
					<b>FY25 Estimated Ending Fund Balance: \$8,383</b>	<b>Fund Impact:</b>	<b>\$ (1,000.00)</b>		
<b>Lake Level Project (814)</b>									
	Lake Level Project	Amendment	814-000-964.000	Refund - Drain Office	\$ 1,425,880.00	\$ -	\$ 1,425,880.00	Transfer expected in 2026, not 2025. Removes negative FB in budget report due to unearned revenue adjustments.	
					<b>FY25 Current Cash Account Balance: \$2,578,981.62</b>	<b>Fund Impact:</b>	<b>\$ 1,425,880.00</b>		
<b>Eagle Lake SAD #2 (819)</b>									
	Eagle Lake SAD #2	Amendment	819-441-821.000	Bio-Augmentation	\$ 37,000.00	\$ 51,000.00	\$ (14,000.00)	Additional invoices received from SAD	
					<b>FY25 Estimated Ending Fund Balance: \$47,971</b>	<b>Fund Impact:</b>	<b>\$ (14,000.00)</b>		



**BOARD AGENDA ITEM**

**BOARD MEETING DATE:** December 22, 2025  
**DEPARTMENT/COMMITTEE:** Administration  
**SUBJECT:** General Liability Insurance  
**SPECIFIC ACTION REQUESTED:** **Approve General Liability Insurance for 2026**  
**TIME FRAME:** Prior to January 1, 2026  
**FUNDING SOURCE:** Multiple Funds  
**IS THIS A BUDGETED ITEM?** Yes **Account # (if known):** **Varies**  
**NEW OR RENEWAL?** Renewal

**OTHER PERTINENT INFORMATION:** Enclosed is the 2026 general liability insurance policy. The 2026 premium reflects a 10% increase (2025 Amount was \$79,137, attributable in part to claims from the previous year and in part to the continued coverage of the long-term lake level project pump house. Once the project is transferred to the Drain Commissioner, coverage for that facility will be removed. Below is the 2026 premium breakdown.

FUND/DEPT.	PREMIUM
Township General Fund	\$46,856.24*
Fire Department	\$29,485.56
Building Department	\$2,660.52
Sewer	\$8,191.68
Total	\$87,194.00

\*Please note that \$298 for the Public Official Bonds are included in this amount, but billed directly by RLI . Therefore the Invoice from EMC will be \$86,896.00.

**Sample Motion for Consideration:** *Motion to approve the 2026 General Liability Insurance Renewal with Ted Hartleb Agency through EMC Insurance in the amount of \$87,194.00*

**PERSON SUBMITTING:** Superintendent’s Office

<u>For Board Use Only:</u>	
This requires voice vote:    Yes    No	This requires roll-call vote:    Yes    No
Beutel_____ Boven_____ Hammon_____ Koop_____ Meinema_____ O’Neill_____ O’Rourke_____	

# Ted Hartleb Agency

5840 King Highway  
Kalamazoo, MI 49048  
269-385-5911

12/10/2025

TEXAS CHARTER TOWNSHIP  
BROOKE HOVENKAMP, TOWNSHIP SUPERINTENDENT  
7110 W. Q AVE.  
KALAMAZOO, MI 49009

## ESTIMATED PREMIUM BREAKDOWN OF 2026 TO 2027 INSURANCE PREMIUM BY FUND

Dear Brooke,  
Below is the estimated breakdown of premium by fund/department for the January 15<sup>th</sup>, 2026 to January 15<sup>th</sup>, 2027 policy period:

FUND/DEPT.	PREMIUM
Township General Fund	\$46,856.24*
Fire Department	\$29,485.56
Building Department	\$2,660.52
Sewer	\$8,191.68
Total	\$87,194.00

\*Please note that \$298 for the Public Official Bonds are included in this amount, but billed directly by RLI . Therefore the Invoice from EMC will be \$86,896.00.

If you have any questions regarding the above breakdown please call me at 269-385-5911.

Sincerely,

  
Geoffrey G. Lansky  
Ted Hartleb Agency

Thank you for choosing Ted Hartleb Agency and EMC for your township insurance.