



**Economic Development Authority Board (EDA)  
Regular Meeting – Union Township Hall  
2010 S Lincoln Rd  
Tuesday, November 29, 2022, at 4:30 p.m.**

**AGENDA**

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. APPROVAL OF MINUTES
  - October 18, 2022, Regular Meeting
5. CORRESPONDENCE
  - Rowe Engineering final report on sidewalk project
  - Annual Evaluation of Residential Equivalents
6. PUBLIC COMMENT
7. REPORTS
  - A. Accounts payable Approval – October  
East DDA District #248 – Check Register  
West DDA District #250 – Check Register
  - B. October Financial Reports: Income / Expense Statement; Balance Sheet  
East DDA District #248  
West DDA District #250
  - C. Board Member Matrix
8. NEW BUSINESS
  - A. RFBA – Authorization for Participation in the 2023 Art Reach Festival of Banners
  - B. RFBA – Approval to accept an updated rate schedule for Mid-Michigan Industries, Inc
  - C. RFBA – Review of bids and selection of a contractor for building demolition at 2120 Yats Dr.
    - a. Introduction by the Director
    - b. Review of bids
    - c. Board deliberation and action
9. PENDING BUSINESS

**10. DIRECTOR COMMENTS**

**11. ADJOURNMENT**

Next regularly scheduled meeting Tuesday, January 17, 2023, at 4:30pm

**Charter Township of Union  
Economic Development Authority Board (EDA)  
Regular Board Meeting  
Tuesday, October 18, 2022**

**MINUTES**

A regular meeting of the Charter Township of Union Economic Development Authority Board was held on October 18, 2022, at the Union Township Hall 2010 S. Lincoln Rd, Mt. Pleasant, MI 48858.

**Meeting called to order at 4:31 p.m.**

**ROLL CALL**

Present: Bacon, Figg, Hunter, Zalud, Kequom, Mielke, Barz, Sweet

Excused:

Absent: Coyne

Others Present: Rodney Nanney – Community and Economic Development Director, Amy Peak – Building Services Clerk

**APPROVAL OF AGENDA**

MOTION by Sweet SUPPORTED by Barz to APPROVE the agenda as presented. **MOTION CARRIED 8-0.**

**APPROVAL OF MINUTES**

MOTION by Zalud SUPPORTED by Figg to APPROVE minutes from September 20, 2022, Meeting as presented. **MOTION CARRIED 8-0.**

**PUBLIC COMMENT** - None

**REPORTS** - None

**ACCOUNTS PAYABLE/ FINANCIAL STATEMENTS**

Community and Economic Development Director, Rodney Nanney, reviewed the accounts payable for the East DDA.

MOTION by Zalud SUPPORTED by Sweet to APPROVE the East DDA payables 9/21/22 – 10/18/22 in the amount of \$24,760.43 as presented. **MOTION CARRIED 8-0.**

Community and Economic Development Director, Rodney Nanney reviewed revenues and expenditures through 9/30/2022

Financial reports were RECEIVED AND FILED by Chair Kequom

## **NEW BUSINESS**

### **A. RFBA – East and West DDA FY2022 Budget Amendment #2 Approval and Recommend to the Board of Trustees for Final Action.**

Discussion held.

MOTION by **Bacon** SUPPORTED by **Figg** to adopt Amendment No. 2 for the FY2022 East DDA District Fund budget with a net decrease in revenues of \$5,900 and a net decrease in expenditures of \$786,825; and to adopt Amendment No. 2 for the FY2022 West DDA District Fund budget with a net decrease in expenditures of \$35,745; and to recommend these budget amendments to the Board of Trustees for final approval.

**MOTION CARRIED, 8 -YES, 0 – NO, 1 – Absent.**

### **B. RFBA – East and West DDA FY2023 Budget Approval and to Recommend to the Board of Trustees for Final Action.**

Discussion held.

MOTION by **Zalud** SUPPORTED by **Barz** to adopt the FY2023 East DDA District Fund budget and the FY2023 West DDA District Fund budget as presented, and to recommend these budgets to the Board of Trustees for final approval.

**MOTION CARRIED, 8 – Yes, 0 – NO, 1 – Absent.**

### **C. RFBA – To approve WDDA sidewalk snowplowing services.**

Discussion held.

MOTION by **Barz** SUPPORTED by **Zalud** to accept the per-plow rate of \$600.00 for Doug’s Small Engine Repair to provide sidewalk snowplowing services in the West DDA District along both sides of E. Remus Road (M-20) between Bradley Street and S. Lincoln Road and along the west side of S. Lincoln Road from the Crestwood Village Assisted Living Facility at 2378 S. Lincoln Road north to the Township Hall at 2010 S. Lincoln Road through December 31, 2023, subject to annual appropriation, and to authorize Township Manager Mark Stuhldreher to sign a Service Agreement for these services. **MOTION CARRIED, 8 -YES, 0 – NO, 1 – Absent.**

### **D. RFBA – Move November 15, 2022, meeting to November 29, 2022, and cancel December 20, 2022, meeting for lack of anticipated action items.**

Discussion held.

MOTION by **Sweet** SUPPORTED by **Barz** to move the November Meeting date from November 15, 2022, to November 29, 2022, and to cancel the regular December 20, 2022, meeting due to lack of action items. **MOTION CARRIED, 8 -YES, 0 – NO, 1 – Absent.**

## **DIRECTOR COMMENTS**

- Sidewalk projects are nearing completion except for some remaining punch list items. Final payment is anticipated to be brought before the EDA Board at the November meeting.

- M-20 Road reconstruction project is up for bids.
- Underground irrigation contractor has done salvage work on our irrigation system. Will be able to operate irrigation east of the interchange as well as banners in 2023.
- MDOT project is moving forward and is due to get started in the spring.
- 2120 Yats Drive demolition and asbestos abatement project is out for bid. Deadline is November 9<sup>th</sup>.

### **BOARD COMMENTS**

- Sweet commented that a map of each of the DDA districts is needed each board packet
- Zalud commented that we should start thinking about discussions with road commission regarding completing the Class A road network by reconstructing S. Lincoln Road from the Chippewa River Bridge north to M-20 and possibly further north to Pickard Rd.
- Sweet commented on the need for funding for curb and gutter cleaning and storm sewer maintenance in the township.

Next regular EDA meeting to be held on Tuesday, November 29, 2022, at 4:30pm  
Meeting adjourned at 5:14pm.

### **APPROVED BY**

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**Thomas Kequom, EDA Board Chair**

(Recorded by Amy Peak)



# ROWE PROFESSIONAL SERVICES COMPANY

127 South Main Street  
Mt Pleasant, MI 48858

## **PROJECT REPORT**

**Project: Union Township Sidewalk  
Remus Rd and Lincoln Rd.**

**Project Manager: David E. Richmond, PE**

**Date: September 12, 2022**

**Attention Thomas Kequom,  
Chair of the DDA Broad**

### **Project Status**

Both projects have been completed, and all outstanding punch list items have been addressed to the satisfaction of ROWE Professional Services and the Michigan Department of Transportation. However, we would recommend maintaining the maintenance bond until May 2023 to ensure all turfed areas have fully established.

Isabella Corporation has provided proper closeout paperwork and we recommend final payment be made to Isabella Corporation.

**Contractor's Application for Payment No.**

3

Application Period: <b>Through: 10-25-2022</b>		Application Date: 10/25/2022
To (Owner): Union Township	From (Contractor): The Isabella Corporation	Via (Engineer): Rowe Professional Services
Project: Remus Road(M-20) Sidewalk	Contract: Remus Road(M-20) Sidewalk	<b>Isabella Invoice Number: 22245</b>
Owner's Contract No.: 21M0030	Contractor's Project No.: 887	Engineer's Project No.: 21M0030

**Application For Payment  
Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
CO #1-Lincoln	\$182,010.50		1. ORIGINAL CONTRACT PRICE.....	\$ 297,400.00
CO #2	\$19,008.00	\$39,832.14	2. Net change by Change Orders.....	\$ 161,186.36
			3. Current Contract Price (Line 1 ± 2).....	\$ 458,586.36
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ 458,586.36
			5. RETAINAGE:	
			a. X \$458,586.36 Work Completed.....	\$
			b. X Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 458,586.36
TOTALS	\$201,018.50	\$39,832.14	7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 412,591.75
NET CHANGE BY	\$161,186.36		8. AMOUNT DUE THIS APPLICATION.....	\$ 45,994.61
CHANGE ORDERS			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G total on Progress Estimates + Line 5.c above).....	\$

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

*Byron Jubeck*

**Contractor Signature**

By: Byron Jubeck, Agent Date: 10/25/2022

Payment of: \$ 45,994.61  
(Line 8 or other - attach explanation of the other amount)

is recommended by: Rowe Professional Services 11-9-22  
(Date)

Payment of: \$  
(Line 8 or other - attach explanation of the other amount)

is approved by: (Owner) (Date)

Approved by: Funding or Financing Entity (if applicable) (Date)



Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Remus Road(M-20) Sidewalk								Application Number: 3			
Application Period: Through: 10-25-2022								Application Date: 10/25/2022			
A					B	C	D	E	F		
Bid Item No.	Item Description	Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Item Quantity	Units	Unit Price	Total Value of Item (\$)						
Remus Road	Maintaining Traffic	1	LSUM	\$10,000.00	\$10,000.00	1	\$10,000.00		\$10,000.00	100.0%	
	Mobilization	1	LSUM	\$19,997.50	\$19,997.50	1	\$19,997.50		\$19,997.50	100.0%	
	Cleanup and Restoration	1	LSUM	\$5,000.00	\$5,000.00	1	\$5,000.00		\$5,000.00	100.0%	
	Curb and Gutter, Rem	575	Ft	\$19.00	\$10,925.00	574.34	\$10,912.46		\$10,912.46	99.9%	\$12.54
	Pavt, Rem	120	Syd	\$25.00	\$3,000.00	50.5	\$1,262.50		\$1,262.50	42.1%	\$1,737.50
	Sidewalk, Rem	17	Syd	\$25.00	\$425.00	24	\$600.00		\$600.00	141.2%	-\$175.00
	Earthwork	1	LSUM	\$63,000.00	\$63,000.00	1	\$63,000.00		\$63,000.00	100.0%	
	Erosion Control, Check Dam, Stone	30	Fr	\$100.00	\$3,000.00						\$3,000.00
	Erosion Control, Inlet Protection, Fabric Drop	16	Ea	\$125.00	\$2,000.00						\$2,000.00
	Erosion Control, Silt Fence	120	Ft	\$5.00	\$600.00	10	\$50.00		\$50.00	8.3%	\$550.00
	Pavt Repr, HMA	118	Syd	\$150.00	\$17,700.00	50.5	\$7,575.00		\$7,575.00	42.8%	\$10,125.00
	Curb Ramp Opening, Conc	540	Ft	\$38.00	\$20,520.00	531.50	\$20,197.00		\$20,197.00	98.4%	\$323.00
	Driveway Opening, Cone, Det M	30	Ft	\$38.00	\$1,140.00	35.00	\$1,330.00		\$1,330.00	116.7%	-\$190.00
	Detectable Warning Surface	120	Ft	\$38.00	\$4,560.00	105.30	\$4,001.40		\$4,001.40	87.8%	\$558.60
	Sidwalk Ramp, Cone, 6 inch	1425	Sft	\$9.50	\$13,537.50	1,987.70	\$18,883.15		\$18,883.15	139.5%	-\$5,345.65
	Sidewalk, Cone, 4 inch	19635	Sft	\$5.00	\$98,175.00	18415.5	\$92,077.50		\$92,077.50	93.8%	\$6,097.50
	Pavt Markg, Ovly Cold Plastic, 6 inch,Crosswalk	815	Fr	\$8.00	\$6,520.00	705	\$5,640.00		\$5,640.00	86.5%	\$880.00
	Turf Establishment	1	LSUM	\$15,000.00	\$15,000.00	1	\$15,000.00		\$15,000.00	100.0%	
	Curb Stop and Box, Adj, Case 1	1	Ea	\$150.00	\$150.00	1	\$150.00		\$150.00	100.0%	
	Gate Box, Adj, Case 1	1	Ea	\$200.00	\$200.00	2	\$400.00		\$400.00	200.0%	-\$200.00
	Dr Structure Cover, Adj, Case 1	2	Ea	\$600.00	\$1,200.00	2	\$1,200.00		\$1,200.00	100.0%	
	Sign, Type III, Erect, Salv	3	Ea	\$200.00	\$600.00						\$600.00
	Sign, Type III, Rem	3	Ea	\$50.00	\$150.00						\$150.00
CO#2	Retaining Wall @ Blockco	1	LSUM	\$2,800.00	\$2,800.00	1	\$2,800.00		\$2,800.00	100.0%	
CO#2	Grading Work @ Blockco	1	LSUM	\$2,250.00	\$2,250.00	1	\$2,250.00		\$2,250.00	100.0%	
CO#2	Additional Restoration @ Blockco	1	LSUM	\$1,400.00	\$1,400.00	1	\$1,400.00		\$1,400.00	100.0%	
CO#2	12" CMP	48	Ft	\$53.00	\$2,544.00	48	\$2,544.00		\$2,544.00	100.0%	
CO#2	12" CMP End Section	2	Ea	\$135.00	\$270.00	2	\$270.00		\$270.00	100.0%	
CO#2	Remove MDOT Signal Pole & Replace Ramp	1	LSUM	\$950.00	\$950.00	1	\$950.00		\$950.00	100.0%	
CO#2	15" CMP Removal	1	LSUM	\$850.00	\$850.00	1	\$850.00		\$850.00	100.0%	
CO#2	6" Sidewalk	804	Sft	\$6.00	\$4,824.00	804	\$4,824.00		\$4,824.00	100.0%	
CO#2	6" Driveway	183	Sft	\$6.00	\$1,098.00	183	\$1,098.00		\$1,098.00	100.0%	
CO#2	Spillway	1	Ea	\$500.00	\$500.00	1	\$500.00		\$500.00	100.0%	
CO#2	Rip Rap	6.8	Syd	\$65.00	\$442.00	6.8	\$442.00		\$442.00	100.0%	
CO#2	3" SDR-35	24	Ft	\$45.00	\$1,080.00	24	\$1,080.00		\$1,080.00	100.0%	

C-620 Contractor's Application for Payment



Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Remus Road(M-20) Sidewalk						Application Number: 3						
Application Period: Through: 10-25-2022						Application Date: 10/25/2022						
A						B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)							
Lincoln Road	Maintaining Traffic	1	LSUM	\$5,500.00	\$5,500.00	1	\$5,500.00		\$5,500.00	100.0%		
	Mobilization	1	LSUM	\$10,000.00	\$10,000.00	1	\$10,000.00		\$10,000.00	100.0%		
	Cleanup and Restoration	1	LSUM	\$2,500.00	\$2,500.00	1	\$2,500.00		\$2,500.00	100.0%		
	Curb and Gutter, Rem	140	Ft	\$19.00	\$2,660.00	134.65	\$2,558.35		\$2,558.35	96.2%	\$101.65	
	Pavt, Rem	260	Syd	\$25.00	\$6,500.00	249.44	\$6,236.00		\$6,236.00	95.9%	\$264.00	
	Earthwork	1	LSUM	\$26,000.00	\$26,000.00	1	\$26,000.00		\$26,000.00	100.0%		
	8" 21aa Aggregate Base Under Asphalt	260	Syd	\$25.00	\$6,500.00	187	\$4,675.00		\$4,675.00	71.9%	\$1,825.00	
	Erosion Control, Check Dam, Stone	10	Ft	\$100.00	\$1,000.00						\$1,000.00	
	Erosion Control, Inlet Protection, Fabric Drop	8	Ea	\$125.00	\$1,000.00	3	\$375.00		\$375.00	37.5%	\$625.00	
	Erosion Control, Silt Fence	120	Ft	\$5.00	\$600.00						\$600.00	
	Hand Patching	2	Ton	\$400.00	\$800.00	27.46	\$10,984.00		\$10,984.00	1373.0%	-\$10,184.00	
	HMA, 13A	70	Ton	\$225.00	\$15,750.00	14.61	\$3,287.25		\$3,287.25	20.9%	\$12,462.75	
	Curb and Gutter, Det F4	91	Ft	\$38.00	\$3,458.00	90	\$3,420.00		\$3,420.00	98.9%	\$38.00	
	Curb Ramp Opening, Conc	50	Ft	\$38.00	\$1,900.00	46	\$1,748.00		\$1,748.00	92.0%	\$152.00	
	Sidewalk Ramp, Conc, 6 Inch	250	Sft	\$9.50	\$2,375.00	181	\$1,719.50		\$1,719.50	72.4%	\$655.50	
	Sidewalk, Conc, 4 inch	5400	Sft	\$5.00	\$27,000.00	5424	\$27,120.00		\$27,120.00	100.4%	-\$120.00	
	Sidewalk, Conc, 6 inch	610	Sft	\$6.25	\$3,812.50	711	\$4,443.75		\$4,443.75	116.6%	-\$631.25	
	Turf Establishment	1	LSUM	\$10,000.00	\$10,000.00	1	\$10,000.00		\$10,000.00	100.0%		
	Gate Box, Adj, Case 2	1	Ea	\$200.00	\$200.00	2	\$400.00		\$400.00	200.0%	-\$200.00	
	Dr Structure Cover, Adj, Case 2	1	Ea	\$600.00	\$600.00	2	\$1,200.00		\$1,200.00	200.0%	-\$600.00	
	Dr Structure Cover, Add Depth	1	Ft	\$600.00	\$600.00	1	\$600.00		\$600.00	100.0%		
	Dr Structure Cover, Type G	1	Ea	\$850.00	\$850.00						\$850.00	
	Culv, Rem, Less than 24 Inch	2	Ea	\$750.00	\$1,500.00	1	\$750.00		\$750.00	50.0%	\$750.00	
	Culv, End Sect, 12 Inch	1	Ea	\$650.00	\$650.00	3	\$1,950.00		\$1,950.00	300.0%	-\$1,300.00	
	Culv, End Sect, 15 Inch	1	Ea	\$750.00	\$750.00	2	\$1,500.00		\$1,500.00	200.0%	-\$750.00	
	Dr Structure, Rem	1	Ea	\$650.00	\$650.00						\$650.00	
	Storm Sewer, Rem, Less than 24 inch	133	Ft	\$20.00	\$2,660.00						\$2,660.00	
	Storm Sewer, CL A, 6 inch, Tr Det A	18	Ft	\$65.00	\$1,170.00						\$1,170.00	
	Storm Sewer, CL A, 8 inch, Tr Det A	25	Ft	\$75.00	\$1,875.00						\$1,875.00	
	Storm Sewer, CL A, 8 inch, Tr Det B	21	Ft	\$85.00	\$1,785.00						\$1,785.00	
	Storm Sewer, CL A, 12 inch, Tr Det A	17	Ft	\$90.00	\$1,530.00	42	\$3,780.00		\$3,780.00	247.1%	-\$2,250.00	
	Storm Sewer, CL A, 15 inch, Tr Det A	68	Ft	\$100.00	\$6,800.00	43	\$4,300.00		\$4,300.00	63.2%	\$2,500.00	
	Storm Sewer, CL A, 15 inch, Tr Det B	227	Ft	\$105.00	\$23,835.00	241	\$25,305.00		\$25,305.00	106.2%	-\$1,470.00	
	Dr Structure, 24 inch dia	1	Ea	\$2,500.00	\$2,500.00						\$2,500.00	
	Dr Structure, 48 inch dia	1	Ea	\$3,000.00	\$3,000.00						\$3,000.00	
	Dr Structure Tap, 8 inch	1	Ea	\$550.00	\$550.00						\$550.00	
	Dr Structure Tap, 12 inch	1	Ea	\$600.00	\$600.00	2	\$1,200.00		\$1,200.00	200.0%	-\$600.00	

**Progress Estimate - Unit Price Work**

**Contractor's Application**



For (Contract): Remus Road(M-20) Sidewalk						Application Number: 3					
Application Period: Through: 10-25-2022						Application Date: 10/25/2022					
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
	Dr Structure Tap, 15 inch	2	Ea	\$650.00	\$1,300.00					\$1,300.00	
	Storm Sewer Cleanout	1	Ea	\$750.00	\$750.00	1	\$750.00		\$750.00	100.0%	
	Sign, Type III, Erect, Salv	2	Ea	\$200.00	\$400.00					\$400.00	
	Sign, Type III, Rem	2	Ea	\$50.00	\$100.00					\$100.00	
CO #2	Balance out Unused Items	1	LSUM	-\$39,832.14	-\$39,832.14					-\$39,832.14	
<b>Totals</b>							\$458,586.36		\$458,586.36	100.0%	

Date of Issuance: October 25, 2022	Effective Date: July 19, 2022
Owner: Charter Township of Union	Owner's Contract No.:
Contractor: The Isabella Corporation	Contractor's Project No.:
Engineer: ROWE Professional Services, Inc	Engineer's Project No.: 21M0030
Project: Remus Road (M 20) Sidewalk	Contract Name: Remus Road (M 20) Sidewalk

The Contract is modified as follows upon execution of this Change Order:

Description: Balancing change order

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  \$ <u>297,400.00</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> :  \$ <u>182,010.50</u>	[Increase] [ <del>Decrease</del> ] from previously approved Change Orders No. <u>  </u> to No. <u>  </u> : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order:  \$ <u>479,410.50</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
<del>[Increase]</del> [ <del>Decrease</del> ] of this Change Order:  \$ <u>20,824.14</u>	[Increase] [ <del>Decrease</del> ] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order:  \$ <u>458,586.36</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u> Digitally signed by David E. Richmond, P.E. Date: 2022.11.09 07:51:30-0500 Engineer (if required)	By: _____ Owner (Authorized Signature)	By: <u></u> Contractor (Authorized Signature)
Title: <u>Senior Project Manager</u>	Title: _____	Title: <u>President</u>
Date: <u>10-25-22</u>	Date: _____	Date: <u>11/9/22</u>

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_



2201 Commerce Drive  
Mt. Pleasant, MI 48858

Phone:(989) 772-5890  
Fax:(989) 773-2978



## FINAL UNCONDITIONAL WAIVER

Our contract with The Isabella Corporation to provide Saw Cutting for the improvement of the property described as: Remus Road Sidewalk Improvements, Mt. Pleasant, Michigan having been fully paid and satisfied, all our construction lien rights against such property are hereby waived and released.

K&H CONCRETE CUTTING OF LANSING, INC

By: \_\_\_\_\_  
(signature of lien claimant or authorized officer or agent of lien claimant)

Signed on 10/26/2022  
(date)

K&H CONCRETE CUTTING OF LANSING, INC  
3503 W ST JOSEPH  
LANSING, MI 48917

517-482-7600

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.



**Sworn Statement**

STATE OF MICHIGAN  
COUNTY OF ISABELLA

OWNER: Charter Township of Union  
PROJECT: Remus Road Sidewalk

CONTRACTOR: The Isabella Corporation  
PERIOD FROM: August 6, 2022  
REQUEST NO.: 3  
APPL DATE: 10-25-22

Jim Zalud, being duly sworn, deposes and says: (1) The Isabella Corporation is the contractor for an improvement to the following described real property situated in Clinton County, Michigan, particularly described as being at the property located at East Remus Road, Mt. Pleasant, Michigan 48858  
(2) that the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the contractor has subcontracted for performance under the contract with the Owner or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names as follows:

SUBCONTRACTOR, SUPPLIER OR LABORER	DESC OF WORK	CONTRACT PRICE	WORK COMPL FROM PREV APPLICATION	WORK COMPLETED THIS PERIOD	STORED MATERIALS	TOTAL COMPL AND STORED TO DATE	%	BALANCE TO COMPLETE	RETAINAGE	NET AMT DUE APPL. #3 THRU: 10-25-22
Central Concrete	Redimix	75,606.09	75,606.09			75,606.09	100%	-	0.00	-
Ersco	Rebar	8,150.76	8,150.76			8,150.76	100%	-	0.00	-
K&H Cutting	Saw Cutting	2,797.10	2,797.10			2,797.10	100%	-	0.00	-
Michigan Pipe & Valve	Culverts	10,151.41	10,151.41			10,151.41	100%	-	0.00	-
Spartan Barricading	Traffic Control	8,028.00	8,028.00			8,028.00	100%	-	0.00	-
The Isabella Corporation	Earthwork	353,853.00	329,573.75	24,279.25		353,853.00	100%	-	(21,715.36)	45,994.61
TOTALS		458,586.36	434,307.11	24,279.25	-	458,586.36	100%		(21,715.36)	45,994.61

(3) That the contractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above. (4) Deponent further states that he or she makes the foregoing statements as the contractor for the purpose of representing to the owner or lessee of the above described premises and his or her agents that the above described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for the claims of construction liens by laborers which may be provided by law. (5) WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO THE LAW.

WARNING TO DEPONENT, A PERSON WHO, WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED BY LAW.

  
\_\_\_\_\_  
Jim Zalud, CFO

Subscribed and sworn before me this  
25th day of October, 2022

  
\_\_\_\_\_  
Notary Public (Signature and Stamp)



**The Isabella Corporation**  
2201 Commerce Street, Mt. Pleasant, MI 48858  
989-772-5890 Fax 773-2978  
Underground and Road Contractors Since 1975

FULL UNCONDITIONAL WAIVER

Our contract with The Isabella Corporation to provide traffic control for the improvement of the property described as: Remus Road Sidewalk having been fully paid and satisfied, all our construction lien rights against such property are hereby waived and released.

  
Spartan Barricading

Signed on: 11/2/22

Address:  
781 Hull Road  
Mason, MI 48858

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

**FULL UNCONDITIONAL WAIVER**

My/our contract with The Isabella Corporation to provide  
ready-mix concrete for the improvement of the property described as  
Remus Road sidewalk

\_\_\_\_\_ having been  
fully paid and satisfied, all my/our construction lien rights against such property  
are hereby waived and released.

Central Concrete Products Co., Inc.

(Printed Name of Lien Claimant)

Jenny Curtis, APR  
(Signature of lien claimant)

Signed on: 10/26/22

Address: P.O. Box 389

Mt. Pleasant, MI 48804-0389

Telephone: 989-772-3695

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**



2201 Commerce Drive  
Mt. Pleasant, MI 48858



Phone:(989) 772-5890  
Fax:(989) 773-2978



## FINAL UNCONDITIONAL WAIVER

Our contract with The Isabella Corporation to provide HMA Paving for the improvement of the property described as: Remus Road Sidewalk Improvements, Mt. Pleasant, Michigan having been fully paid and satisfied, all our construction lien rights against such property are hereby waived and released.

Rite-Way Asphalt Paving, Inc.

By: Cristy L. DeBaron  
(signature of lien claimant or authorized officer or agent of lien claimant)

Signed on 10-26-2022  
(date)

Rite-Way Asphalt Paving, Inc.  
6562 E. Pleasant Valley Road  
Shepherd, Michigan 48883

989-828-6368

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.



# Michigan Pipe & Valve-Saginaw, Inc

Corporate Office: PO Box 4370, Jackson MI 49204-4370 ~ Ph 517.764.9750 Fax 517.764.9754

## FULL UNCONDITIONAL WAIVER

My/our contract with The Isabella Corporation to provide labor/materials for the improvement of the property described as Remus Road Sidewalk Project, has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Michigan Pipe & Valve-Saginaw, Inc.



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Theresa Jaime, Owner

Signed On: October 26, 2022

Address: 596 Kochville Road  
Saginaw, MI 48604  
Telephone: 989.752.7911

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**



**Department of Public Services**

5228 South Isabella Road  
Mt. Pleasant, MI 48858

Phone (989) 772 - 4600 ext. 223  
Email [jloveberry@uniontownshipmi.com](mailto:jloveberry@uniontownshipmi.com)

November 18, 2022

EDDA - 5655 E PICKARD IRRIGATION  
2010 SOUTH LINCOLN ROAD  
MOUNT PLEASANT, MI 48858

**Re: Annual Evaluation of Residential Equivalents**

Service Address: 5655.1 E PICKARD  
Account Number: 04211

Charter Township of Union has conducted the annual evaluation of water consumption and residential equivalents for commercial water customers.

Based on your average water usage over the past year (October 1, 2021 – September 30, 2022), the residential equivalents for your account have been adjusted as follows.

**Current REUs Billed 10/1/2021-9/30/2022: 05**  
**New REUs - Effective 10/1/2022-9/30/2023: 15**

This annual evaluation is conducted in accordance with Charter Township of Union Ordinance 1995-8, Article 1, and Section 1.1. A copy of the Ordinance has been included with this notice for your review.

Account history/usage may be reviewed on the Township website at:

<https://bsaonline.com/OnlinePayment/OnlinePaymentSearch?PaymentApplicationType=10&uid=641>

A search by address or account number will allow you to look up account history, print bills, and make online payments. You do not have to register to use the website or make a payment, it may be utilized strictly for informational purposes. Additional billing information is also provided below for your review.

If you have any questions, please call (989) 772-4600 ext. 223 or e-mail [jloveberry@uniontownshipmi.com](mailto:jloveberry@uniontownshipmi.com).

Thank you.

Charter Township of Union  
Department of Public Services

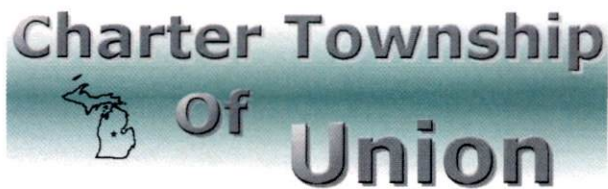
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**GENERAL BILLING INFORMATION**

- Quarterly Billing Rates: \$57.22 per REU for 0 - 15,000 gallons, anything over 15,000 gallons is billed at \$2.30 per thousand gallons
- 1 REU = 15,000 gallons of water
- REUs are established based on commercial use, a complete listing can be found under Download Information @ <http://www.uniontownshipmi.com/Departments/PublicServicesDepartment.aspx>

**HOW TO CALCULATE YOUR QUARTERLY WATER BILL BASED ON REU'S**

- If your REU rate is (15), your minimum quarterly bill would be (15) x \$57.22 = \$858.30 for up to 225,000 gallons, any additional usage above 225,000 gallons would be billed at \$2.30 per/1,000 gallons



**Department of Public Services**

5228 South Isabella Road  
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November 18, 2022

EDDA SPRINKLER - 5662 E PICKARD  
2010 SOUTH LINCOLN ROAD  
MOUNT PLEASANT, MI 48858

**Re: Annual Evaluation of Residential Equivalents**

Service Address: 5662.1 E PICKARD  
Account Number: 04212

Charter Township of Union has conducted the annual evaluation of water consumption and residential equivalents for commercial water customers.

Based on your average water usage over the past year (October 1, 2021 – September 30, 2022), the residential equivalents for your account have been adjusted as follows.

**Current REUs Billed 10/1/2021-9/30/2022: 16**  
**New REUs - Effective 10/1/2022-9/30/2023: 19**

This annual evaluation is conducted in accordance with Charter Township of Union Ordinance 1995-8, Article 1, and Section 1.1. A copy of the Ordinance has been included with this notice for your review.

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<https://bsaonline.com/OnlinePayment/OnlinePaymentSearch?PaymentApplicationType=10&uid=641>

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If you have any questions, please call (989) 772-4600 ext. 223 or e-mail [jloveberry@uniontownshipmi.com](mailto:jloveberry@uniontownshipmi.com).

Thank you.

Charter Township of Union  
Department of Public Services

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**GENERAL BILLING INFORMATION**

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**HOW TO CALCULATE YOUR QUARTERLY WATER BILL BASED ON REU'S**

- If your REU rate is (15), your minimum quarterly bill would be (15) x \$57.22 = \$858.30 for up to 225,000 gallons, any additional usage above 225,000 gallons would be billed at \$2.30 per/1,000 gallons





**Department of Public Services**

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November 18, 2022

EDDA - 4858 E PICKARD-IRRIGATION  
2010 SOUTH LINCOLN ROAD  
MOUNT PLEASANT, MI 48858

**Re: Annual Evaluation of Residential Equivalents**

Service Address: 4858.1 E PICKARD  
Account Number: 04213

Charter Township of Union has conducted the annual evaluation of water consumption and residential equivalents for commercial water customers.

Based on your average water usage over the past year (October 1, 2021 – September 30, 2022), the residential equivalents for your account have been adjusted as follows.

**Current REUs Billed 10/1/2021-9/30/2022: 57**  
**New REUs - Effective 10/1/2022-9/30/2023: 56**

This annual evaluation is conducted in accordance with Charter Township of Union Ordinance 1995-8, Article 1, and Section 1.1. A copy of the Ordinance has been included with this notice for your review.

Account history/usage may be reviewed on the Township website at:

<https://bsaonline.com/OnlinePayment/OnlinePaymentSearch?PaymentApplicationType=10&uid=641>

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Thank you.

Charter Township of Union  
Department of Public Services

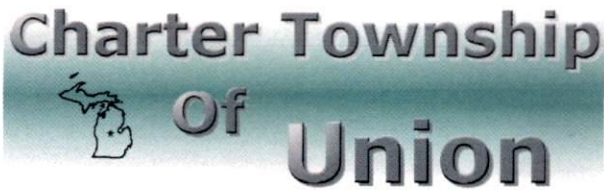
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**GENERAL BILLING INFORMATION**

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**HOW TO CALCULATE YOUR QUARTERLY WATER BILL BASED ON REU'S**

- If your REU rate is (15), your minimum quarterly bill would be (15) x \$57.22 = \$858.30 for up to 225,000 gallons, any additional usage above 225,000 gallons would be billed at \$2.30 per/1,000 gallons



**Department of Public Services**

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November 18, 2022

EDDA - 4929 E PICKARD IRRIGATION  
2010 SOUTH LINCOLN ROAD  
MOUNT PLEASANT, MI 48858

**Re: Annual Evaluation of Residential Equivalents**

Service Address: 4929.1 E PICKARD  
Account Number: 04214

Charter Township of Union has conducted the annual evaluation of water consumption and residential equivalents for commercial water customers.

Based on your average water usage over the past year (October 1, 2021 – September 30, 2022), the residential equivalents for your account have been adjusted as follows.

**Current REUs Billed 10/1/2021-9/30/2022: 56**  
**New REUs - Effective 10/1/2022-9/30/2023: 59**

This annual evaluation is conducted in accordance with Charter Township of Union Ordinance 1995-8, Article 1, and Section 1.1. A copy of the Ordinance has been included with this notice for your review.

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Thank you.

Charter Township of Union  
Department of Public Services

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**GENERAL BILLING INFORMATION**

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**HOW TO CALCULATE YOUR QUARTERLY WATER BILL BASED ON REU'S**

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**Department of Public Services**

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November 18, 2022

EDDA - IRRIGATION  
2010 LINCOLN ROAD S  
MOUNT PLEASANT, MI 48858

**Re: Annual Evaluation of Residential Equivalents**

Service Address: US 27 OVERPASS  
Account Number: 04071

Charter Township of Union has conducted the annual evaluation of water consumption and residential equivalents for commercial water customers.

Based on your average water usage over the past year (October 1, 2021 – September 30, 2022), the residential equivalents for your account have been adjusted as follows.

**Current REUs Billed 10/1/2021-9/30/2022: 09**  
**New REUs - Effective 10/1/2022-9/30/2023: 05**

This annual evaluation is conducted in accordance with Charter Township of Union Ordinance 1995-8, Article 1, and Section 1.1. A copy of the Ordinance has been included with this notice for your review.

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<https://bsaonline.com/OnlinePayment/OnlinePaymentSearch?PaymentApplicationType=10&uid=641>

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Thank you.

Charter Township of Union  
Department of Public Services

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**GENERAL BILLING INFORMATION**

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**HOW TO CALCULATE YOUR QUARTERLY WATER BILL BASED ON REU'S**

- If your REU rate is (15), your minimum quarterly bill would be (15) x \$57.22 = \$858.30 for up to 225,000 gallons, any additional usage above 225,000 gallons would be billed at \$2.30 per/1,000 gallons





11/21/2022 08:42 PM  
User: SHERRIE  
DB: Union

CHECK REGISTER FOR CHARTER TOWNSHIP OF UNION  
CHECK DATE FROM 10/19/2022 - 11/29/2022

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
						1,844.00
11/29/2022	248	4318	00530	PLEASANT THYME HERB FARM	WEED/WATER PLANTS/FALL CLEAN-UP PICKARD	<u>2,900.75</u>

248 TOTALS:

Total of 9 Disbursements:

41,117.08

11/21/2022 08:43 PM  
User: SHERRIE  
DB: Union

CHECK REGISTER FOR CHARTER TOWNSHIP OF UNION  
CHECK DATE FROM 10/19/2022 - 11/29/2022

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 250 WDDA CHECKING						
11/29/2022	250	279	00324	ISABELLA CORPORATION	REMUS/LINCOLN SIDEWALK PROJECT-FINAL PMT	45,994.61
11/29/2022	250	280	00673	UNION TOWNSHIP GENERAL FUND	CONTR TO LINCOLN RD/INTERSECTION PROJECT	330,000.00
					CONTR TO PAVED SHOULDERS-LINCOLN RD PROJ	120,594.00
					REIMBURSE GEN FUND FOR CC PURCHASES PAID	245.73
						<u>450,839.73</u>
250 TOTALS:						
Total of 2 Checks:						496,834.34
Less 0 Void Checks:						0.00
Total of 2 Disbursements:						<u>496,834.34</u>

PERIOD ENDING 10/31/2022

GL NUMBER	DESCRIPTION	YTD BALANCE	2022		YTD BALANCE	% BDGT USED
		10/31/2021	ORIGINAL BUDGET	2022 AMENDED BUDGET	10/31/2022	
		NORMAL (ABNORMAL)			NORMAL (ABNORMAL)	
Fund 248 - EAST DDA FUND						
Revenues						
Dept 000 - NONE						
248-000-402.000	CURRENT PROPERTY TAX	466,608.87	468,000.00	506,000.00	506,459.10	100.09
248-000-402.001	PROPERTY TAX REFUNDS-BOR MTT	(504.39)	(4,000.00)	(9,900.00)	(9,873.09)	99.73
248-000-402.100	PRIOR YEARS PROPERTY TAXES	0.00	(250.00)	(250.00)	0.00	0.00
248-000-420.000	DELQ PERSONAL PROPERTY CAPT	0.00	300.00	300.00	0.00	0.00
248-000-445.000	INTEREST ON TAXES	0.00	500.00	500.00	0.00	0.00
248-000-573.000	STATE AID REVENUE-LCSA	56,127.27	56,000.00	56,000.00	62,229.26	111.12
248-000-665.000	INTEREST EARNED	3,848.85	4,800.00	4,800.00	3,849.73	80.20
248-000-671.000	OTHER REVENUE	0.00	100.00	15,000.00	14,820.00	98.80
Total Dept 000 - NONE		526,080.60	525,450.00	572,450.00	577,485.00	100.88
TOTAL REVENUES		526,080.60	525,450.00	572,450.00	577,485.00	100.88
Expenditures						
Dept 000 - NONE						
248-000-801.000	PROFESSIONAL & CONTRACTUAL SERVICES	22,625.96	15,270.00	15,270.00	9,318.50	61.02
248-000-801.001	MAINT- BENCHES/TRASH RECEPTACLES	0.00	5,000.00	1,000.00	0.00	0.00
248-000-801.003	SIDEWALK SNOWPLOWING	5,900.00	11,000.00	11,000.00	5,600.00	50.91
248-000-801.004	LAWN CARE	28,557.00	23,000.00	23,000.00	25,454.00	110.67
248-000-801.005	IRRIGATION / LIGHTING REPAIRS	13,196.92	35,000.00	35,000.00	28,035.46	80.10
248-000-801.007	FLOWER / LANDSCAPE MAINTENANCE	12,235.00	21,000.00	21,000.00	14,403.75	68.59
248-000-801.015	STREET LIGHT BANNERS/CHRISTMAS	18,355.00	21,960.00	21,960.00	21,278.50	96.90
248-000-826.000	LEGAL FEES	713.00	2,000.00	2,000.00	0.00	0.00
248-000-880.000	COMMUNITY PROMOTION	5,000.00	10,000.00	10,500.00	5,500.00	52.38
248-000-883.000	COMMUNITY IMPROVEMENT GRANTS	0.00	40,000.00	0.00	0.00	0.00
248-000-900.000	PRINTING & PUBLISHING	554.30	250.00	250.00	11.97	4.79
248-000-915.000	MEMBERSHIP & DUES	405.00	500.00	500.00	315.00	63.00
248-000-917.000	WATER & SEWER CHARGES	13,595.90	17,000.00	17,000.00	24,238.47	142.58
248-000-920.000	ELECTRIC/NATURAL GAS	9,326.03	14,000.00	14,000.00	7,796.16	55.69
248-000-935.000	PROPERTY/LIABILITY INSURANCE	1,697.25	1,800.00	1,800.00	1,869.58	103.87
248-000-940.000	LEASE/RENT	600.00	700.00	1,175.00	1,135.00	96.60
248-000-955.000	MISC.	0.00	100.00	100.00	0.00	0.00
Total Dept 000 - NONE		132,761.36	218,580.00	175,555.00	144,956.39	82.57
Dept 336 - FIRE DEPARTMENT						
248-336-830.000	PUBLIC SAFETY - FIRE PROTECTION	81,150.00	81,200.00	78,175.00	78,174.73	100.00
Total Dept 336 - FIRE DEPARTMENT		81,150.00	81,200.00	78,175.00	78,174.73	100.00
Dept 728 - ECONOMIC DEVELOPMENT						
248-728-967.300	SEWER SYSTEM PROJECTS	0.00	435,000.00	160,000.00	0.00	0.00
248-728-967.400	STREET/ROAD PROJECTS	0.00	250,000.00	0.00	0.00	0.00
248-728-967.500	SIDEWALK/PATHWAY PROJECTS	0.00	175,000.00	0.00	0.00	0.00
248-728-967.600	PARKS PROJECTS	211,000.00	10,000.00	10,200.00	10,060.00	98.63
248-728-971.000	CAPITAL OUTLAY-LAND	197,705.13	0.00	48,000.00	2,125.92	4.43
248-728-974.000	LAND IMPRVMENTS-GENERAL	168.70	90,000.00	50,000.00	15,858.82	31.72
248-728-974.202	LAND IMPRVMENTS-2120 YATS DR	0.00	0.00	0.00	829.17	100.00
Total Dept 728 - ECONOMIC DEVELOPMENT		408,870.26	960,000.00	268,200.00	28,873.91	10.77

PERIOD ENDING 10/31/2022

GL NUMBER	DESCRIPTION	YTD BALANCE		2022		YTD BALANCE		% BDGT USED
		NORMAL	(ABNORMAL)	ORIGINAL BUDGET	2022 AMENDED BUDGET	NORMAL	(ABNORMAL)	
Fund 248 - EAST DDA FUND								
Expenditures								
TOTAL EXPENDITURES		622,785.19		1,259,780.00	521,930.00		252,005.03	48.28
Fund 248 - EAST DDA FUND:								
TOTAL REVENUES		526,080.60		525,450.00	572,450.00		577,485.00	100.88
TOTAL EXPENDITURES		622,785.19		1,259,780.00	521,930.00		252,005.03	48.28
NET OF REVENUES & EXPENDITURES		(96,704.59)		(734,330.00)	50,520.00		325,479.97	644.26

PERIOD ENDING 10/31/2022

GL NUMBER	DESCRIPTION	YTD BALANCE		2022		YTD BALANCE		% BDGT USED
		NORMAL	(ABNORMAL)	ORIGINAL BUDGET	2022 AMENDED BUDGET	NORMAL	(ABNORMAL)	
Fund 250 - WEST DDA FUND								
Revenues								
Dept 000 - NONE								
250-000-402.000	CURRENT PROPERTY TAX	341,992.49		359,000.00	397,000.00		397,780.60	100.20
250-000-402.001	PROPERTY TAX REFUNDS-BOR MTT	0.00		(4,000.00)	(4,000.00)		0.00	0.00
250-000-420.000	DELQ PERSONAL PROPERTY CAPT	20.93		20.00	20.00		0.00	0.00
250-000-445.000	INTEREST ON TAXES	2.89		200.00	200.00		0.00	0.00
250-000-573.000	STATE AID REVENUE-LCSA	37.50		0.00	0.00		321.24	100.00
250-000-665.000	INTEREST EARNED	3,998.67		4,400.00	4,400.00		5,382.30	122.33
Total Dept 000 - NONE		346,052.48		359,620.00	397,620.00		403,484.14	101.47
TOTAL REVENUES		346,052.48		359,620.00	397,620.00		403,484.14	101.47
Expenditures								
Dept 000 - NONE								
250-000-801.000	PROFESSIONAL & CONTRACTUAL SERVICES	14,986.46		8,270.00	8,270.00		3,167.50	38.30
250-000-826.000	LEGAL FEES	975.00		0.00	0.00		0.00	0.00
250-000-880.000	COMMUNITY PROMOTION	5,000.00		5,000.00	5,500.00		5,500.00	100.00
250-000-883.000	COMMUNITY IMPROVEMENT GRANTS	0.00		40,000.00	0.00		0.00	0.00
250-000-900.000	PRINTING & PUBLISHING	554.30		0.00	0.00		0.00	0.00
250-000-915.000	MEMBERSHIP & DUES	405.00		400.00	400.00		315.00	78.75
250-000-967.400	STREET/ROAD PROJECTS	0.00		330,000.00	450,600.00		450,594.00	100.00
Total Dept 000 - NONE		21,920.76		383,670.00	464,770.00		459,576.50	98.88
Dept 336 - FIRE DEPARTMENT								
250-336-830.000	PUBLIC SAFETY - FIRE PROTECTION	59,515.99		59,000.00	63,255.00		63,255.49	100.00
Total Dept 336 - FIRE DEPARTMENT		59,515.99		59,000.00	63,255.00		63,255.49	100.00
Dept 728 - ECONOMIC DEVELOPMENT								
250-728-940.000	LEASE/RENT	0.00		0.00	475.00		475.00	100.00
250-728-967.500	SIDEWALK/PATHWAY PROJECTS	12,840.00		320,000.00	584,000.00		458,586.36	78.53
Total Dept 728 - ECONOMIC DEVELOPMENT		12,840.00		320,000.00	584,475.00		459,061.36	78.54
TOTAL EXPENDITURES		94,276.75		762,670.00	1,112,500.00		981,893.35	88.26
Fund 250 - WEST DDA FUND:								
TOTAL REVENUES		346,052.48		359,620.00	397,620.00		403,484.14	101.47
TOTAL EXPENDITURES		94,276.75		762,670.00	1,112,500.00		981,893.35	88.26
NET OF REVENUES & EXPENDITURES		251,775.73		(403,050.00)	(714,880.00)		(578,409.21)	80.91

Fund 248 EAST DDA FUND

GL Number	Description	Balance
*** Assets ***		
248-000-001.000	CASH	7,110.66
248-000-002.000	SAVINGS	866,825.80
248-000-003.001	CERTIFICATE OF DEPOSIT	1,035,596.80
248-000-123.000	PREPAID EXPENSES	1,706.79
248-000-128.000	ASSETS HELD FOR SALE	5,106.31
<b>Total Assets</b>		<b>1,916,346.36</b>
*** Liabilities ***		
248-000-202.000	ACCOUNTS PAYABLE	39,790.60
248-000-214.101	DUE TO GENERAL FUND	169.47
<b>Total Liabilities</b>		<b>39,960.07</b>
*** Fund Balance ***		
248-000-370.379	RESTRICTED FUND BALANCE	1,550,906.32
<b>Total Fund Balance</b>		<b>1,550,906.32</b>
<b>Beginning Fund Balance</b>		<b>1,550,906.32</b>
<b>Net of Revenues VS Expenditures</b>		<b>325,479.97</b>
<b>Ending Fund Balance</b>		<b>1,876,386.29</b>
<b>Total Liabilities And Fund Balance</b>		<b>1,916,346.36</b>



Fund 250 WEST DDA FUND

GL Number	Description	Balance
*** Assets ***		
250-000-001.000	CASH	18,668.36
250-000-002.000	SAVINGS	421,415.56
250-000-002.001	SHARES	53.70
250-000-003.001	CERTIFICATE OF DEPOSIT	952,785.31
<b>Total Assets</b>		<b>1,392,922.93</b>
*** Liabilities ***		
250-000-202.000	ACCOUNTS PAYABLE	496,834.34
<b>Total Liabilities</b>		<b>496,834.34</b>
*** Fund Balance ***		
250-000-370.379	RESTRICTED FUND BALANCE	1,474,497.80
<b>Total Fund Balance</b>		<b>1,474,497.80</b>
<b>Beginning Fund Balance</b>		<b>1,474,497.80</b>
<b>Net of Revenues VS Expenditures</b>		<b>(578,409.21)</b>
<b>Ending Fund Balance</b>		<b>896,088.59</b>
<b>Total Liabilities And Fund Balance</b>		<b>1,392,922.93</b>

**To:** Economic Development Authority Board      **DATE:** October 4, 2022  
**FROM:** Rodney C. Nanney, AICP, Community and Economic Development Director      **DATE FOR CONSIDERATION:** 11/29/2022

**ACTIONS REQUESTED:** To approve the East DDA District’s participation in the 2023 Art Reach of Mid-Michigan Festival of Banners event via the purchase and creation of 26 banners for installation and display along E. Pickard Road at a cost of \$4,500.00.

Current Action   X        Emergency           

Funds Budgeted: If Yes   X        Account # 248-000-801.015      No                 N/A           

Finance Approval           MDS          

**BACKGROUND INFORMATION**

Inaugurated in 2009, the Festival of Banners was created as a signature event designed to bring attention and visitors to Isabella County, thereby increasing participation in local events. Community participants include the Township, City of Mt. Pleasant, and the Village of Shepherd, with event locations in the downtown areas of Shepherd and Mt. Pleasant, and throughout the Township’s E. Pickard Rd. business district between S. Summerton Rd. and Packard Street.

Art Reach of Mid-Michigan coordinates the creation, distribution, and display of banners created each year by students, local artists, and community members. The back of each banner will display the name and logo of the sponsoring entities.

The annual Festival of Banners serves as an important part of our community’s destination marketing efforts and helps to define and beautify the East DDA District in a unique way.

**Program adjustment for 2023 due to the M-20/E. Pickard Rd. Reconstruction**

Due the upcoming E. Pickard Rd. (M-20) road reconstruction project between the US-127 interchange and Packard St. in 2023, many of the Township’s decorative streetlights will not be available for display of Art Reach banners. It is anticipated that a total of 26 banners will be placed on the remaining streetlights located within and to the east of the US-127 interchange along E. Pickard Road in the East DDA District. This will be a reduction in banners from previous years, but will still help to establish the desired visual character for this gateway into our community, despite the nearby construction activity.

**SCOPE OF SERVICES**

Art Reach of Mid-Michigan will coordinate the effort to purchase and create 26 banners to be placed on the Township’s decorative streetlights within and to the east of the US-127 interchange along E. Pickard Road in the East DDA District.

**JUSTIFICATION**

The EDA Board is charged with overseeing local economic development activities within the DDA Districts. As outlined in the Township’s Economic Development Plan, EDA Board goals include attracting and retaining businesses, and increasing recreational activities, events, and tourism in the area. The adopted East DDA District development plan and the future projects outlined in the associated implementation strategies document also reflect a focus on establishing a distinct and attractive visual character for the District.

**BOARD OF TRUSTEES GOALS ADDRESSED**

Board of Trustees goals addressed (from Policy 1.0: Global End):

- 1. Community well-being and common good**
- 2. Prosperity through economic diversity, cultural diversity, and social diversity**
- 6. Commerce**

Our annual contribution to the Festival of Banners helps to support commerce in the DDA Districts (1.6), and to support a sustainable community (1.0). The banner displays help to highlight the community’s creative and innovative spirit and high quality of life to attract visitors and new residents (1.2.1) and help to achieve the Board’s goal that all demographics within the Township can feel welcomed, feel belonging, and engage with the community (1.1.1).

**COSTS**

\$4,500.00

**PROJECT TIMETABLE**

May – November 2023

**RESOLUTION**

To approve the East DDA District’s participation in the 2023 Art Reach of Mid-Michigan Festival of Banners event via the purchase and creation of 26 banners for installation and display along E. Pickard Road at a cost of \$4,500.00.

Resolved by \_\_\_\_\_ Seconded by \_\_\_\_\_

Yes:  
No:  
Absent:

\_\_\_\_\_  
Thomas Kequom, EDA Board Chair

## **Festival of Banners Proposal**

October 4, 2022

Prepared by: Kim Bigard  
111 E Broadway  
Mt. Pleasant, MI 48858  
989-773-3689

Event Date: Hang banners: week of May 29 – June 2, 2023  
Remove banners: November 2023

Event Location: Mt. Pleasant Area - on 258 light poles  
Union Township – on 26 light poles  
Shepherd – on 16 light poles

Event Partners: Art Reach of Mid Michigan  
City of Mt. Pleasant  
Union Township  
Village of Shepherd  
McLaren Central Michigan

### **Summary:**

Art Reach of Mid Michigan is planning the fifteenth year of the "Festival of Banners" project. Due to the impact of the COVID-19 pandemic, changes have been made in the project to ensure the safety of the painters of the banners.

This year the project will include the communities of Shepherd, Union Township and downtown Mt. Pleasant. This project will result in three hundred painted vinyl banners that will be displayed on street light poles in the greater Mt. Pleasant area as well as in Shepherd from May through November 2023. School children, college students, artists and community members will be invited to paint the banners.

These banners will serve as a signature event to highlight the summer activities available in the Isabella County area. 300 booklets will be produced that include photos of each banner, business ads, and the names of our sponsors. These booklets will be distributed throughout the county.

The banners will hang in the downtown areas of Mt. Pleasant and Shepherd and on Pickard Street and a portion of Isabella Road in Union Township, and on the campus of McLaren Central Michigan. They will attract interest in our community and thus increase attendance at local events.

### **Narrative:**

The Festival of Banners was inaugurated in the summer of 2009 upon the request of the Quality of Life Committee of Vision 20/20 for a signature event for our community. The

2023 Festival of Banners will be executed by a dedicated committee of community members. Art Reach of Mid Michigan will again lead and coordinate the endeavor.

The goal of the Festival of Banners is to provide a signature event that brings attention to the Isabella County area and thus informs and encourages visitors to participate in summer activities in the community. The event committee will purchase 300 plain white vinyl banners which will be offered to students, artists and community members to paint. There will be a theme for each year. **The theme for 2023 is " Artists. Meet Here. #MeetMtP".**

Elementary and secondary school students, college students, residents of local care facilities, local artists, and community members will be invited to submit a copy of their banner artwork to the event committee. Banners and paint will be offered to all approved submissions and will be free to K-12 school students and persons over the age of 65 and will be offered for a \$30 charge to all others. Special attention will be made to assure that elderly citizens who might enjoy painting a banner are included in the event. Once the artwork has been deemed appropriate, artists will be asked to take the banners home to paint. This is a change from previous years due to the COVID-19 pandemic. Although the number must be limited, provision can be made for in-house painting at the Art Reach Center.

The Banners Committee plans to secure sponsorships for the Festival and plans to sell ads for the Festival of Banner booklets. 300 booklets will be produced which will include photos of all banners, business ads, and the names of our sponsors. The booklets will be distributed to the Chamber of Commerce, Convention and Visitors Bureau, local businesses, highway rest areas, and other high traffic areas around the community and surrounding area.

Banners will be hung on municipal light poles between May 29 and June 2 by employees of the municipalities involved. Banners will be taken down in November.

Artists will be able to claim their banner at the end of the event, as part of the \$30 entrance fee. In addition, banners that did not require an entrance fee may be purchased for \$30. Income from the sale of banners will be used as seed money for the 2024 banner event.

The event will encompass the following committee responsibilities:

Banner Committee:

1. Purchase 300 vinyl banners. Art Reach of Mid Michigan logo and logos of event sponsors will be placed on back side of each banner, along with a colorful artistic sketch.
2. Purchase paint (outdoor acrylic paint).
3. Notify local school art classes, CMU art department, MMC art department, local care facilities, Commission on Aging and community members of the banner project and the opportunity to create a banner.

4. Request proposed designs for artwork.
5. Notify artists of acceptance.
6. Hang banners on street light poles (May).
7. Remove banners from street light poles (November).
8. Sell banners as fundraiser for seed money for 2024.

**Marketing/Advertising/Solicitation Committee:**

1. Prepare information packet to present to potential sponsors.
2. Coordinate sponsorship efforts to produce 300 booklets. Booklets will include lists of sponsors, photographs of all banners, and business ads.
3. Coordinate marketing plan and distribute booklets to community.

**Events Committee:**

1. Inform painters of the need to prepare their banners at home
2. Arrange for a limited number of painters to utilize the Art Center location
3. Collect painted banners.
4. Create mechanism for banners to be sold.

**Administrative:**

1. Coordinate all activities and process donations and sponsorships.

**Timeline for Event:**

Organize program, theme, budget, etc.	November 2022
Solicit corporate sponsors/donors	December 2022
Solicit advertisers	December 2022
Prepare publicity materials	December 2022 – January 2023
Request proposed design submissions	January 2, 2023
Artists prepare submissions	January 2 – February 18, 2023
Purchase banners & paints	February 14, 2023
Concept submissions due to Art Reach	February 20, 2023
Review submissions / Notify artists	February 21 – February 25, 2023
Trace banner submissions	March 6-10, 2023
Banners available to artists	March 13, 2023
Banners completed by artists	April 15, 2023
Photograph art work	April 5 – April 21, 2023
Edit & print booklets	May 1 – May 5, 2023
Distribute booklets	May 22, 2023
Hang banners	May 29– June 2, 2023
Take down banners	November 2023
Painters pick up banners	November 2023
Meet to evaluate program	November 2023

**Funding Prospects:**

Several organizations and individuals have been approached with opportunities to help continue this important community event. We expect that our sponsors from our previous years will be willing to continue their support. The outlying municipalities will be asked for funding to cover the cost of their banners. They will also be asked to install and take down the banners.

In addition, ads will be sold to local business and professional organizations for inclusion in the Banners booklet. The cost is \$150 if the banner is designed and painted by Art Reach, but discounted to \$125 if painted by the business.

**Continuation of Project:**

The Festival of Banners was created with the understanding that it would be an annual event. Sale of banners and other income will be used to fund future banner festivals.

**Evaluation of Project:**

Periodic evaluation of this project will be via survey of participating artists, sponsoring organizations, and of community members. Surveys will be available at Art Reach on Broadway and will be offered to patrons of that store, as well as online survey via email blast to participants.







the area. The adopted East DDA District development plan and the associated implementation strategies document also reflect a focus on enhancing access to East DDA businesses and maintaining a distinct and attractive visual character for the District.

The EDA Board has invested substantial resources in the establishment and maintenance of streetscape improvements, including gateway banners, streetlighting, benches, an irrigation system, and flowers. Together, these improvements provide a distinct visual character for the East DDA District that is welcoming to visitors and supports local business investment and growth. By providing for regular cleaning of the road margin area, the EDA will further effectuate these goals.

### **BOARD OF TRUSTEES GOALS ADDRESSED**

Board of Trustees goals addressed (from Policy 1.0: Global End):

- 1. Community well-being and common good**
- 6. Commerce**

Ongoing regular maintenance of the areas where the EDA has made previous investments in public improvements will help to ensure effective use of Township resources (1.0), and to support the local economy (1.6). An attractive business district is part of a vibrant community (1.1), and helps all residents, visitors, and prospective business investors to feel welcomed (1.1.1), and to take pride in and engage with the community (1.1.1.3).

### **COSTS**

The updated rate schedule may result in a modest increase in costs for these services over prior years, assuming that the scope of necessary clean-up activities remains consistent with past years. If needed, this would be reflected in a separate FY2023 budget amendment request that would be subject to EDA Board action.

### **PROJECT TIMETABLE**

These services are provided on a regular schedule over the course of each year.

### **RESOLUTION**

To accept the updated rate schedule dated November 14, 2022 for Mid-Michigan Industries, Inc. to provide corridor cleaning and park bench area cleaning services in the East DDA District along the E. Pickard Road corridor, subject to annual appropriation.

Resolved by \_\_\_\_\_ Seconded by \_\_\_\_\_

Yes:  
No:  
Absent:

\_\_\_\_\_  
Thomas Kequom, EDA Board Chair



To: Union Township Board  
From: Shad Welke, CE Manager  
Date: November 14<sup>th</sup>, 2022  
Re: MMI contracts

MMI holds two contracts for Union Township: Union Township Corridor and Union Township Park Benches. MMI greatly appreciates the support of our training programs by you and your residents, however due to the minimum wage increase scheduled to take place on January 1, 2023 and rising fuel costs, we are no longer able to continue at our current rates for service. Previous rates were \$462 to service the corridor, \$61.50 per shift during the winter, and \$115 per shift during the spring, summer, and fall to service the benches. The new rates are as follows:

Corridor rates:		
	Starting December 26 <sup>th</sup> , 2022	\$471 per shift
Park Bench rates:		
	Starting December 26 <sup>th</sup> , 2022	
	Spring, Summer, Fall	\$121 per shift
	Winter rate	\$67 per shift

The Corridor cleaning has been requested the week prior to Memorial Day, July 4<sup>th</sup>, and Labor Day holidays.

The Park Bench area cleaning has been requested for each area weekly during the spring, summer, and fall, and bi-weekly in the winter. This can be subject to change due to snowfall rates.

Thank you for your consideration of this increase. I can be contacted at (989) 773-6918.

Sincerely,  
Shad Welke  
Community Employment Manager  
Mid-Michigan Industries, Inc.

AGREEMENT BETWEEN THE  
CHARTER TOWNSHIP OF UNION ECONOMIC DEVELOPMENT AUTHORITY  
AND MID-MICHIGAN INDUSTRIES

This Agreement made this twentieth day of October 2020 by and between the Charter Township of Union Economic Development Authority, 2010 S. Lincoln Road, Mount Pleasant, Michigan 48858, hereinafter called "Township," and Mid-Michigan Industries, 2426 Parkway Drive, Mount Pleasant, Michigan 48858, hereinafter called "MMI."

Witnessed, that for and in consideration of payments and agreements hereinafter mentioned:

1. MMI agrees to perform all work agreed upon and to comply with the terms herein to provide the following services within the Service Area defined as the north and south sides of E. Pickard Road from S. Summerton Road approximately 1.5 miles west to Packard Street:
  - a. Cleaning of the Service Area corridor during the week prior to the Memorial Day, Independence Day, and Labor Day holidays.
  - b. Cleaning of the park bench/trash receptacle areas within the Service Area weekly during the spring, summer, and fall; and bi-weekly in the winter.
2. MMI will provide a monthly invoice with descriptions of services provided during the previous month and associated charges. The Township will pay MMI for each invoice received in accordance with the Township's standard practices.
3. The rates specified in the MMI rate schedule dated 6/24/2020 that is attached to and made part of this agreement are effective upon execution of this Agreement and through December 31, 2021. MMI may adjust the rates at any time after this date, subject to submittal of a written notice and a new rate schedule for acceptance by the Township a minimum of 65 calendar days prior to the effective date of the new rate schedule.
4. The Township designates the Community and Economic Development Director as the primary contact person to communicate with MMI, with the Township Manager as the second contact person.
5. The Township or MMI may terminate this Agreement at any time after 12/31/2021, subject to written notice given to the other party at least 65 calendar days prior to termination. This Agreement may be terminated by the Township with cause for non-performance of contract terms.
6. MMI shall maintain adequate levels of professional liability, motor vehicle, and workers compensation insurance, and shall promptly provide proof of coverage upon Township request.
7. This Agreement shall be binding upon all parties hereto and their respective executors, administrators, successors, and assigns.

MMI Service Agreement  
Charter Township of Union Economic Development Authority

In witness thereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate (2), each of which shall be deemed an original on the date first above written.

MID-MICHIGAN INDUSTRIES

Shad Welke  
Witness                      *CE Manager*

Cherie A. Johnson, CEO                      10/30/20  
Date

Cherie A. Johnson, CEO  
[Printed Name and Title]

CHARTER TOWNSHIP OF UNION  
ECONOMIC DEVELOPMENT AUTHORITY

Mark Stuhldreher                      10/28/2020  
Mark Stuhldreher, Township Manager  
Date



To: Union Township Board  
From: Shad Welke, CE Manager  
Date: June 24, 2020  
Re: MMI contracts

MMI holds two contracts for Union Township: Union Township Corridor and Union Township Park Benches. Both were valid through September 25, 2019 with an annual pricing review with a one year extension to be considered based on mutual consent. Our rate for the corridor clean up was \$27.55 per crew hour and our rate for the park bench area cleaning was \$26.95 per crew hour.

MMI greatly appreciates the support of our training programs by you and your residents, however due to two recent minimum wage increases, we are no longer able to continue at our current rates for service. We are also proposing a change to a "per shift" rate of service to allow you to more easily budget for these expenses:

Corridor rates:

June 26, 2020 thru September 25, 2020	\$452 per shift
September 26, 2020 thru September 25, 2021	\$462 per shift

Park Bench rates:

June 26, 2020 thru September 25, 2020	
Spring, summer, fall	\$112.50 per shift
September 26, 2020 thru September 25, 2021	
Spring, summer, fall	\$115 per shift
Winter rate	61.50 per shift

The Corridor cleaning has been requested the week prior to Memorial Day, July 4<sup>th</sup>, and Labor Day holidays. The Park Bench area cleaning has been requested for each area weekly during the spring, summer, and fall, and bi-weekly in the winter. This can be subject to change due to snowfall rates. Thank you for your consideration of this increase. I can be contacted at (989) 773-6918.

Sincerely,

Shad Welke  
Community Employment Manager  
Mid-Michigan Industries, Inc.

<b>TO:</b> Economic Development Authority Board	<b>DATE:</b> November 21, 2022
<b>FROM:</b> Rodney C. Nanney, AICP, Community and Economic Development Director	<b>DATE FOR CONSIDERATION:</b> 11/29/2022
<b>ACTIONS REQUESTED:</b> To select the successful bidder(s) for asbestos abatement, demolition, and removal of the principal building at 2120 Yats Drive (parcel ID# 14-014-20-017-00), along with clean-up, removal, and disposal of all accumulated junk, debris, refuse, and materials from the rear yard and elsewhere on the lot and associated site restoration.	

Current Action  Emergency

Funds Budgeted in 2022: Yes  No  Account# 248-728-971.000

Finance Approval \_\_\_\_\_

**BACKGROUND INFORMATION**

The above listed parcel was purchased by the East Downtown Development Authority out of tax foreclosure in July 2022 for neighborhood stabilization purposes by facilitating removal of blight and preparing the lot for future redevelopment. Mid-State Asbestos Removal Services completed a survey of the building for asbestos and prepared a report detailing the scope of required pre-demolition asbestos abatement. An invitation to bid on the asbestos abatement and demolition/clean-up work was subsequently posted and shared with the contractor community. A copy of this document is included in the agenda packet for reference.

The Township received bids from the following contractors by the 11/9/2022 deadline:

Bidder	Cost Proposal
Bolle Contracting	\$21,250.00
The Isabella Corporation	\$23,850.00
Robbin Harsh Excavating, Inc. (demolition/clean-up only)* Midstate Asbestos Removal, Inc. (abatement only)*	\$16,950.00 + \$11,300.00 = \$28,250.00
Greenscape General Contracting	\$74,540.00
*Separate bids were received from these two companies, each for part of the scope of work	

A copy of each bid is included in the agenda packet for your review.

**EVALUATION**

Staff has evaluated the bids based on the specifications included in the invitation to bid document. All of the contractors have the capacity and experience to do the work they have proposed to do in their respective bids. All of the bids were found to be responsive. If the

separate bids by Robbin Harsh Excavating and Midstate Asbestos removal were to be selected as the successful bidders by the EDA Board, the Director could work with the parties to coordinate the completion of each contractor's scope of work.

In the invitation to bid, staff noted a preference for completion of the asbestos abatement and demolition before 12/31/2022. Bolle Contracting, Isabella Corporation, and Robbin Harsh Excavating/Midstate Asbestos Removal confirmed an ability to complete this part of the project by the requested date. Bid amounts for these contractors are each less than the total amount remaining in the FY2022 amended East DDA Fund budget for this project, which is \$45,874.08.

Greenscape General Contracting did not indicate whether they could complete the work before 12/31/2022 and their proposed bid amount would require a budget amendment. Because of the high cost, staff does not recommend further consideration of the Greenscape bid for this project.

Based on the results of this evaluation, staff would recommend that the EDA Board consider selecting either Bolle Contracting or the Isabella Corporation as the successful bidder. Staff would also have no objection to working with Robbin Harsh Excavating/Midstate Asbestos Removal if that is the EDA Board's preference.

### **JUSTIFICATION**

The East DDA District includes several residential neighborhoods adjacent to the E. Pickard Rd. (M-20) and S. Isabella Rd. business districts. The EDA Board has invested substantial resources in the establishment and maintenance of public improvements in the East DDA District, including re-paving of Yats Drive and other residential streets. The health and vitality of these neighborhoods has a direct impact on the adjacent business districts. Demolition of this blighted building and rehabilitation of the lot at 2120 Yats Drive is consistent with implementation of the East DDA District development plan.

Neighborhood stabilization projects like this are also supported by the policies of the Township's adopted Master Plan, which includes the following policy statements about housing best practices, preservation, and maintenance:

“The success of Union Township neighborhoods still relies in large part on the creation, preservation and rehabilitation of the housing stock, the availability of home ownership, the proximity to community facilities and services, and housing options for all segments of the population. People looking for a place to live, or deciding whether to stay within a geographic area, typically focus on several factors. These factors include the character of the neighborhood/immediate area, quality of the public-school system, distance from the workplace, perceptions of home value appreciation, the diversity of housing available to meet changing needs and income levels, among other issues.” (page 26)

“Residents who take pride in their homes, whether rented or owned, can contribute positively to a neighborhood's image and reinvestment opportunities. Therefore, home stewardship should be supported broadly, beyond owner-occupied residences to include rental home and apartment maintenance.” (page 28)



### SCOPE OF THIS AUTHORIZATION

The successful bidder(s) would be expected to begin work promptly upon notification by staff, with the goal of completing the asbestos abatement and demolition/removal of the blighted building before December 31, 2022. The remaining clean-up and site restoration work would be expected to be completed in the Spring of 2023.

### BOARD OF TRUSTEES GOALS ADDRESSED

Board of Trustees goals addressed (from Policy 1.0: Global End):

- 1. Community well-being and the common good**
- 2. Prosperity through economic diversity, cultural diversity, and social diversity**
- 3. Safety**
- 6. Commerce**

Demolition of the blighted building and clean-up of the lot at 2120 Yats Drive would support neighborhood stabilization through effective use of resources that achieve the highest quality of life (1.0) and would help neighborhood residents take pride in their neighborhood (1.1.1.3) and its future through additional private improvement efforts inspired by this project. The rehabilitation of this lot to remove current code and ordinance violations would be an extension of the Township's fair and nondiscriminatory code enforcement efforts (1.1.1.2) to support healthy residential living options at all income levels so that all residents can thrive, enjoy a safe environment (1.3), and achieve more than their basic needs (1.2).

Clean-up of this blighted lot would also help to ensure a safe route for students walking to the nearby elementary school by eliminating potential space to hide criminal behavior (1.3.5), and would prevent this dilapidated dwelling from potentially becoming a problematic rental property (1.6.1). The redevelopment of this lot would also help to facilitate economic development in the area by improving the visual character and functionality of the lot, which is located across the street from a nearly six acre tract of land with frontage on Yats Drive and S. Isabella Road that is planned and zoned for commercial development (1.6).

### COST

Adequate funds are included in the FY2022 budget for the East DDA District's Economic Development Fund for this project. The successful bidder(s) would be expected to complete the project for the amount of their cost proposal.

### TIMETABLE

The asbestos abatement and demolition/removal of the blighted building would be completed before December 31, 2022, weather permitting. The remaining clean-up and site restoration work would be expected to be completed in the Spring of 2023. The specific timeframe to be coordinated between the Director and the contractor(s).

**RESOLUTION**

To select \_\_\_\_\_ as the successful bidder for asbestos abatement, demolition, and removal of the principal building at 2120 Yats Drive (parcel ID# 14-014-20-017-00), along with clean-up, removal, and disposal of all accumulated junk, debris, refuse, and materials from the rear yard and elsewhere on the lot and associated site restoration for a fee not to exceed \$\_\_\_\_\_.00.

Resolved by \_\_\_\_\_ Seconded by \_\_\_\_\_

- Yes:
- No:
- Absent:

\_\_\_\_\_  
Thomas Kequom, EDA Board Chair



**1) Letter of Interest**

A. Bolle Contracting, LLC.

- I. 408 E 4<sup>th</sup> St., Clare, MI 48617 (main office/yard)
- II. 7460 State Hwy M-123, Newberry, MI 49868

B. Contact Information:

- I. Contact Name: Mark Bolle
- II. Phone: 989-386-7311
- III. Email: [mark@bollecontracting.com](mailto:mark@bollecontracting.com)

C. Description of organization

- I. Bolle Contracting is a Limited Liability Company

D. Summary of the qualifications of the respondent and team

- I. Years of Experience: 21 years with over 2000 demos & Abatement

E. Experience with Federal/State grants with specific grants

- I. 11 years of experience with CDBG, NSP2, and HHF

**2) State of Michigan Licensed**

- I. Builder/Wrecking License
- II. Asbestos Inspector/Supervisor and Abatement License
- III. Scrap Tire Hauler

**3) Demolition Plan**

- I. Bolle Contracting can complete 10 to 12 residential homes per week with two crews
- II. All concrete is recycled, any metal is recycled, any wood of value and anything that we can resell for a profit. All waste will be hauled to the landfill
- III. All work is 100% completed by Bolle Contracting LLC employees

**4) Abatement Plan**

- I. Bolle Contracting can complete 3 to 5 residential homes per week, depending on the type and amount of asbestos. We also have the capacity to complete commercial structures in a timely manner.
- II. All asbestos is handled as per safety standards put forth by state. All waste is taken to licensed landfill.
- III. All work is 100% completed by Bolle Contracting licensed employees

**5) Selective Demolition**

- I. All work to be done as per specs/drawings
- II. All debris to be disposed of properly
- III. All work is 100% completed by Bolle Contracting licensed employees

# PROPOSAL

## Bolle Contracting, LLC.

408 East Fourth  
Clare, MI 48617  
(989) 386-7311  
Fax (989) 386-8044

PROPOSAL SUBMITTED TO	CONTACT	DATE
Union Township		11/8/22

STREET	JOB NAME
2010 S Lincoln Rd	"2120 Yats Dr. Demolition and Site Restoration"

CITY, STATE AND ZIP CODE	JOB LOCATION	PHONE
Mt. Pleasant, MI 48858	Union Twp/Isabella County	989-772-4600

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

### Demolition @ 2120 Yats Dr., Mt. Pleasant

**As Per Specs Total -----\$21,250.00**

PAYMENT TO BE MADE AS FOLLOWS: **When job is complete.**

**All work will be completed in a timely and workmanlike manner according to standard practices. Any alteration or deviation from the above specification involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. We do carry all necessary insurance including commercial liability and workers compensation insurance.**

AUTHORIZED  
SIGNATURE

  
Mark G. Bolle, President

Timeline for project:

Abatement – 3 days

Demolition – 2 days

Start 10 days after award to be done by 12/31/22





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Mid Valley Insurance</b> 9080 Gratiot Rd Saginaw, MI 48609	CONTACT NAME: <b>Carly Starick</b>	FAX (A/C, No): <b>(989)781-1640</b>	
	PHONE (A/C, No, Ext): <b>(989)781-3070</b>	E-MAIL ADDRESS: <b>cstarick@midv.net</b>	
INSURED <b>Bolle Contracting LLC</b> DBA Bolle Environmental LLC 408 E 4th Clare, MI 48617	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: <b>NAUTILUS INSURANCE</b>		
	INSURER B: <b>Michigan Millers Mutual Insurance Company</b>		<b>14508</b>
	INSURER C: <b>Mich W / C Placement Fac.</b>		
	INSURER D:		
INSURER E:			
INSURER F:			

COVERAGES      CERTIFICATE NUMBER: 00002248-2254754      REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A X	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <b>X</b> XCU Coverage Incl  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	ECP2027631-14	11/09/2021	11/09/2022	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COMP/OP AGG	\$ 4,000,000
							\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		C0524410	10/27/2022	10/27/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A X	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		22045828B	02/10/2022	02/10/2023	EACH OCCURRENCE	\$ 4,000,000
						AGGREGATE	\$ 4,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	215613	10/06/2022	10/06/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional		ECP2027631-14	11/09/2021	11/09/2022	Occurrence	2,000,000
A	Pollution		ECP2027631-14	11/09/2021	11/09/2022	Occurrence	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is considered Additional Insured

## CERTIFICATE HOLDER

## CANCELLATION

\*\*For informational purposes only\*\*

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(CDS)

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## **Bolle General Safety Plan**

Bolle's employees will comply with all laws, rules, regulations, standards, and requirements applicable to work on the Jobsite, especially for general construction and asbestos removal / demolition activities. Our safety policies are the following:

- All of our machine operators and drivers are trained, qualified, authorized, and licensed.
- All of our employees will wear the required personal protective equipment for the duties performed. Each worker will wear hard hats, safety glasses, and Hi-Viz Outerwear at all times while on the Jobsite.
- Our site will be maintained and cleaned up daily with good housekeeping practices.
- Our project manager will perform a Job Safety Analysis (JSA) of each day's activity prior to any work commencement. Each JSA plan will be designed with safety as a priority. There will be no shortcuts. At the beginning of each day, the supervisor will lead the crew in a morning stretch routine along with a safety toolbox meeting. During that safety meeting the Bolle crew will discuss the goals, proper work procedures, and potential hazards of the day.
- All unsafe conditions will be immediately reported using the following chain of command: Any Bolle Worker seeing a work site deficiency, will report it directly to Bolle Management. Next, Bolle Management will then report it to the General Contractor's Superintendent or Project Manager.
- All work activities will be performed with the required safety equipment along the right tool for the job.
- All tools and equipment will be inspected and calibrated prior to using. Any defective tool or equipment will be removed from site.
- Bolle's Management will report any injury, illness, property/equipment damage, or near misses immediately to the General Contractor's Superintendent or Safety Manager. Any unsafe work practices will be immediate stopped and disciplinary action will be taken to correct the situation.



408 E 4<sup>th</sup> St., Clare, MI  
989-386-7311

Bolle Contracting recent work completed and current work

Calhoun County Land Bank  
Amy Rose Robinson 269-781-0744  
\$1,300,000.00  
100% completed by Bolle Contracting  
Completed thru 4/2021-ongoing

City of Kalamazoo  
Roger Iveson 269-337-8566  
\$650,000.00  
100% completed by Bolle Contracting  
Completed thru 5/2021-ongoing

Kalamazoo County Land Bank  
269-216-9669  
\$900,000.00  
100% completed by Bolle Contracting  
Completed thru 12/2020-ongoing

Ingham County Land Bank  
Roxanne Case 517-267-5221  
\$1,901,000.00  
100% completed by Bolle Contracting  
Completed thru 12/2020-ongoing

City of Alma  
Aeric Ripley 989-463-8356  
\$121,000.00  
100% completed by Bolle Contracting  
Completed 10/2017

City of Bay City  
Deb Kiesel 989-894-8158  
\$625,000.00  
100% completed by Bolle Contracting  
Completed thru 4/2021-ongoing

City of Battle Creek  
Richard Bolek 269-966-3382  
\$349,000.00  
100% completed by Bolle Contracting  
Completed thru 4/2021-ongoing

Central Michigan University / Clark Construction  
Toni Berry 231-373-6960  
\$370,000.00  
100% completed by Bolle Contracting  
Completed 8/2019

Mid-Michigan College / Three Rivers Corporation  
Adam Jankowiak 989-631-6960  
\$321,000.00  
100% completed by Bolle Contracting  
Completed 10/2019

Clare Public Schools Football Field  
989-386-6055  
\$125,000.00 (in kind work)  
100% completed by Bolle Contracting  
Completed 11/2016

City of Lansing  
Stephanie Robinson 517-702-6197  
\$500,000.00  
100% completed by Bolle Contracting  
Completed thru 12/2020- ongoing

City of Jackson  
Shelly Allard 517-788-4020  
\$700,000.00  
100% completed by Bolle Contracting  
Completed thru 7/2021-ongoing

State Land Bank  
Linda Feldpausch 517-284-7910  
Caro Center - \$582,000.00 / 2020  
Rose Lake - \$144,000.00 / 2019  
100% completed by Bolle Contracting  
Completed thru 2020 – on going

Cherry Capital Airport – Traverse City  
Bob Neelson 231-946-2394  
\$117,500.00  
100% completed by Bolle Contracting  
Completed thru 7/2021



Grand Rapids Public Schools  
Long Nguyen 616-819-2175  
\$47,000.00  
100% completed by Bolle Contracting  
Completed 8/2020

Saginaw Intermediate School District  
John Farver 989-737-1099  
\$78,500.00  
100% completed by Bolle Contracting  
Completed 6/2020

Clare County Drain Commission  
Troy Andrews 810-235-2555  
\$531,000.00  
100% Bolle Contracting  
Started 5/2021 – Completed 9/2022

Pinconning Area Schools  
605 W 5<sup>th</sup> St.  
Pinconning, MI 48650  
\$114,000.00  
100% Bolle Contracting  
Completed 7/6/2021 – 8/6/2021

Qwinn Area Community Schools  
50 W State Hwy M-35  
Gwinn, MI 49841  
\$39,490.00  
100% Bolle Contracting  
Completed 6/21/21 – 7/2/21

Harrison Community Schools  
224 W Main St.  
Harrison, MI 48625  
\$216,000.00  
100% Bolle Contracting  
Completed 7/2021 – 10/2021

Isabella County Road Commission  
2261 E Remus Rd.  
Mt. Pleasant, MI 48858  
989-773-7131  
\$100,000.00  
100% Bolle Contracting – Demo  
Completed 5/2021

JC Penney – Remodel (Selective Demolition)  
2231 S. Mission Rd.  
Mt. Pleasant, MI 48858  
\$50,000.00  
100% Completed by Bolle Contracting  
9/2021 – 11/2021

State of Michigan - DTMB  
Kristi Zakrzewski 517-243-5669  
Cornish Game Area - \$78,000  
Gratiot / Saginaw Game Area - \$19,500  
Thompson State Fish Hatchery - \$59,500  
100% Completed by Bolle Contracting  
Completed through 2021

State of Michigan - DTMB  
Tom Pawlowski 517-242-0973  
MDOC Newberry Correctional Facility  
\$2,800,000.00  
100% Bolle Contracting  
Completed 12/2020 – 9/2022

Cadillac Area Schools  
421 S Mitchell St  
Cadillac, MI 49601  
231-876-5000  
\$141,000.00  
100% Bolle Contracting  
Completed 1/17/22 – 3/25/22

Ferris State University  
1201 S State St.  
Big Rapids, MI 49307  
\$646,600.00  
100% Bolle Contracting  
Completed 2/2022 – 9/2022

Saginaw Chippewa Indian Tribe  
7070 E Broadway  
Mt. Pleasant, MI 48858  
\$31,000  
100% Bolle Contracting  
Completed – 8/2022

Swartz Creek Schools  
8197 Miller Rd.  
Swartz Creek, MI  
\$393,000.00  
100% Bolle Contracting  
Started 8/2022 - ongoing



408 E. 4<sup>th</sup> St., Clare, MI 48617 (main)  
7460 State Hwy M-123, Newberry , MI 49868  
989-386-7311



408 E. 4<sup>th</sup> St. Clare, MI  
989-386-7311

## Work Plan

### Abatement of Structures

- All crew members will wear required PPE
- All work areas will be properly marked and secured
- All abated materials will be properly marked and disposed of @ Northern Oaks Recycling Harrison, MI

### Demolition of Structure

- Each structure will be taped off with Caution tape for public safety
- Each structure will be watered down during the demolition to deter dust
- All materials will be hauled and disposed of @ Northern Oaks Recycling Harrison, MI

### Site Restoration

- Each location will use approved fill sand & topsoil then seeded
- All area cleaned up before leaving location



2201 Commerce Drive  
Mt. Pleasant, MI 48858

Phone:(989) 772-5890  
Fax:(989) 773-2978



Charter Township of Union  
2012 S. Lincoln Road  
Mt. Pleasant, MI 48858

11/8/2022

Attn: Rodney Nanney

Project: 2120 Yats Drive Demolition & Cleanup  
Mt. Pleasant, Michigan 48858

Scope:

- Excavate and abandon the sanitary lead to the building at the property line as required by DPW
- Excavate and abandon the water service to the building at the curb stop as required by DPW
- Ensure all other utilities have been disconnected prior to demolition
- Perform asbestos abatement prior to demolition
- Demolish and remove existing building structure including roof, walls, concrete slabs and foundations
- Backfill foundation trenches with clean fill dirt
- Clean up and remove accumulated junk, debris, refuse and materials from the lot
- Restoration of areas disturbed by our work with topsoil and seed (to be completed in spring 2023)
- Demolition work will be completed by December 31, 2022

**Total Lump Sum: \$ 23,850.00**

Conditions:

- Restoration will be completed in spring once the ground thaws

Approximate Timeline for Work:

- Asbestos Abatement ~1 week
- Demolition ~ 1 Week
- Restoration ~ 1 Week

Please Notify us within 20 days of this proposal to hold this price.  
Terms are net 30 days with no retainage and 1.5% per month due on all past due amounts.  
If you should have any questions or concerns regarding this quote, please feel free to  
Contact me at your convenience.

Sincerely,

Jeremy Zalud Cell: (989) 330-1055  
Email: jmzalud@isabellacorporation.com

Accepted by:

Date:



ISABE-1

QP ID: TJ

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

06/02/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER The Mayan Agency P.O. Box 578 140 W. Saginaw St. Merrill, MI 48637 The Mayan Agency	989-643-7207	CONTACT NAME: Thomas J Mayan	PHONE (A/C, No, Ext): 989-643-7207	FAX (A/C, No): 989-643-7482
		E-MAIL ADDRESS: tom@mayanagency.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Home Owners Insurance Co.		26638
		INSURER B : Auto Owners Insurance Co.		18988
		INSURER C : Capitol Specialty Ins Corp		
		INSURER D :		
		INSURER E :		
		INSURER F :		
INSURED The Isabella Corp. 2201 Commerce Dr. Mt. Pleasant, MI 48858				

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	14016168	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4468167300	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	4272292200	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	14001263	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
	Y/N <input type="checkbox"/> N/A						
C	<input checked="" type="checkbox"/> Pollution Liabil			EV20182548-04	05/25/2022	09/06/2022	Each Inci \$ 2,000,000 Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Charter Township of Union - PS #1 Upgrades GFA Job No. 18113

**CERTIFICATE HOLDER****CANCELLATION**

Charter Township of Union and  
Department of Public Works  
2010 S Lincoln Rd  
Mt Pleasant, MI 48858

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



9395 S. CLARE AVE  
CLARE, MI 48617

# ROBBIN HARSH EXCAVATING, INC.

PHONE: 989-386-2752 FAX: 989-386-2639

---

## COVER LETTER

DATE: TUESDAY, NOVEMBER 8, 2022

TO:  
RODNEY NANNEY, AICP, COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR  
CHARTER TOWNSHIP OF UNION  
2010 S. LINCOLN ROAD  
MT. PLEASANT, MI 48858

DIRECTOR:

ATTACHED PLEASE FIND COST PROPOSAL, TIMING OF COMPLETION, SCOPE OF WORK AND INSURANCE DOCUMENTS AS REQUESTED WITHIN THE INVITATION TO BID.

ROBBIN HARSH EXCAVATING IS A LOCALLY-OWNED FATHER AND SON BUSINESS THAT HAS BEEN SERVICING OUR COMMUNITY WITH DEMOLITION AND EXCAVATION PROJECTS FOR OVER SIXTY YEARS.

ROBBIN HARSH EXCAVATING THANKS YOU FOR YOUR INVITATION TO BID. IF YOU HAVE ANY QUESTIONS REGARDING MY PROPOSAL SUBMISSION, PLEASE FEEL FREE TO CONTACT ME AT THE OFFICE (989)386-3528 AND/OR MY CELL (989) 429-2597.

AARON HARSH



ROBBIN HARSH EXCAVATING, INC.  
[AARON@HARSHEXCAVATING.COM](mailto:AARON@HARSHEXCAVATING.COM)  
CELL # 989.429.2597

### NOTES:

NO PERMITS, NO SOIL EROSION PERMITS OR CONTROL, NO TRAFFIC CONTROL OR SIGNAGE INCLUDED, NO LANDSCAPING, NO MAINTENANCE TO SEEDING (MOWING, WATERING, ETC.), NO COMPACTION TESTING, NO UTILITIES OF ANY KIND INCLUDED OTHER THAN STATED, NO CONCRETE OR ASPHALT INCLUDED, NO STAKING OR TESTING OF ANY KIND INCLUDED. NO ALLOWANCES INCLUDED, NO FENCE REMOVAL AND REPLACEMENT INCLUDED, NO WINTER TIME CONDITIONS (SNOW REMOVAL, GROUND THAWING, OR FROST LAWS, ETC.), PREVAILING WAGES ARE NOT INCLUDED, CAN ONLY HOLD PRICES FOR TEN DAYS AND PIPE AND CATCH BASINS HAVE A 6-8 WEEK LEED TIME SO ORDERS HAVE TO BE PLACES AHEAD OF TIME

PRICES ARE LIKELY TO INCREASE DURING MICHIGAN FROST LAW SEASON. THESE PRICES DO NOT INCLUDED ANY FROST LAWS IN THE PRICING. TERMS ARE NET 30 DAYS. A SERVICE CHARGE OF 1.5 % PER MONTH WILL BE ADDED TO ALL PAST DUE ACCOUNTS, WITH AN ANNUAL PERCENTAGE RATE OF 18%. BID BASED ON CURRENT FUEL PRICES, IF FUEL INCREASES PAST 3.85 PER GALLON PRICES QUOTED, FOR EVERY .05 INCREASE IN FUEL A 1% CHARGE WILL BE ADDED TO THE REMAINDER OF THE WORK NOT COMPLETED.

SOME PROJECTS MIGHT NOT HAVE PRINTED WEIGHT SLIPS. ALSO TESTING OF AGGREGATE IS NOT INCLUDED IN PRICES. THE AGGREGATE MAY NOT BE COMING FROM AN MDOT CERTIFIED PIT IF THE AGGREGATE HAPPENS TO FAIL TESTING THIS WILL NOT RESULT FROM REDUCTION IN PRICING.

ROBBIN HARSH EXCAVATING, INC. IS NOT RESPONSIBLE FOR ANY HIT UTILITIES / LINES THAT ARE NOT VISUALLY MARKED BY MISS DIG, CITY, VILLAGE, TOWNSHIP, SCHOOL SYSTEM OR PRIVATE PARTY, ETC..

9395 S. CLARE AVE  
CLARE, MI 48617

# ROBBIN HARSH EXCAVATING, INC.

PHONE: 989-386-2752 Fax: 989-386-2639

---

## PROPOSAL

DATE: TUESDAY, NOVEMBER 8, 2022

RE: 2120 YATS DRIVE DEMOLITION AND SITE RESTORATION PROJECT

COST PROPOSAL: SIXTEEN THOUSAND NINE HUNDRED FIFTY AND 00/100 DOLLARS \$16,950.00

### SCOPE OF WORK:

DISCONNECTION, SECURING AND CAPPING OF EXISTING UTILITY LINES IN COMPLIANCE WITH TOWNSHIP PUBLIC SERVICE DEPARTMENT REQUIREMENTS

DEMOLITION OF EXISTING PRINCIPAL BUILDING, FOUNDATION AND ALL PORCHES, RAMPS, DECKS AND SHEDS ON LOT

SITE RESTORATION INCLUDING TOPSOIL AS NEEDED TO MATCH EXISTING GRADES, WITH INSTALLATION OF SOD AND/OR HYDROSEEDING

**\*\*NO ABATEMENT INCLUDED\*\***

TIMING OF COMPLETION: PER YOUR SCHEDULE

INSURANCE: AS PROVIDED

AARON HARSH  
ROBBIN HARSH EXCAVATING, INC.  
[AARON@HARSHEXCAVATING.COM](mailto:AARON@HARSHEXCAVATING.COM)  
CELL # 989.429.2597

### NOTES:

NO PERMITS, NO SOIL EROSION PERMITS OR CONTROL, NO TRAFFIC CONTROL OR SIGNAGE INCLUDED, NO LANDSCAPING, NO MAINTENANCE TO SEEDING (MOWING, WATERING, ETC.), NO COMPACTION TESTING, NO UTILITIES OF ANY KIND INCLUDED OTHER THAN STATED, NO CONCRETE OR ASPHALT INCLUDED, NO STAKING OR TESTING OF ANY KIND INCLUDED, NO ALLOWANCES INCLUDED, NO FENCE REMOVAL AND REPLACEMENT INCLUDED, NO WINTER TIME CONDITIONS (SNOW REMOVAL, GROUND THAWING, OR FROST LAWS, ETC.), PREVAILING WAGES ARE NOT INCLUDED, CAN ONLY HOLD PRICES FOR TEN DAYS AND PIPE AND CATCH BASINS HAVE A 6-8 WEEK LEAD TIME SO ORDERS HAVE TO BE PLACED AHEAD OF TIME

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ROBBHAR-01

MCOSGROVE

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 11/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Mourer Foster, Inc 615 N. Capitol Ave. Lansing, MI 48933	<b>CONTACT NAME:</b> John Foster <b>PHONE (A/C, No, Ext):</b> (517) 371-2300 <b>FAX (A/C, No):</b> (517) 371-2174 <b>E-MAIL ADDRESS:</b> info@mourefoster.com														
<b>INSURED</b> Robbin Harsh Excavating, Inc. ; R & A Environmental Rehab, Inc. 9395 S Clare Ave Clare, MI 48617	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Employers Mutual Company</td> <td>21415</td> </tr> <tr> <td>INSURER B : FREMONT INSURANCE CO</td> <td>13994</td> </tr> <tr> <td>INSURER C : EMCASCO</td> <td>21407</td> </tr> <tr> <td>INSURER D : Evanston Insurance</td> <td>35378</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Employers Mutual Company	21415	INSURER B : FREMONT INSURANCE CO	13994	INSURER C : EMCASCO	21407	INSURER D : Evanston Insurance	35378	INSURER E :		INSURER F :	
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**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			5D80904	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP002608504	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5J80904	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	5H80904	12/31/2021	12/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater			CPP007543101	12/31/2021	12/31/2022	
D	Pollution Liability			ECPENV03730	12/31/2021	12/31/2022	Aggregate 1,000,000

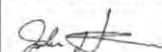
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Charter Township of Union

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**Bid Bond**

 **Document A310™ – 2010**

**CONTRACTOR:**

*(Name, legal status and address)*

**ROBBIN HARSH EXCAVATING, INC.**  
9395 S. Clare Avenue  
Clare, MI 48617

Bid Bond No. GR26897

**SURETY:**

*(Name, legal status and principal place of business)*

**Granite Re, Inc.**  
14001 Quailbrook Drive  
Oklahoma City, OK 73134

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

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

**OWNER:**

*(Name, legal status and address)*

**Charter Township of Union**  
2010 S Lincoln Rd  
Mt. Pleasant, MI 48858

**BOND AMOUNT: Five Percent of the Bid Amount (5.00% of Bid Amount)**

**PROJECT:**

*(Name, location or address, and Project number, if any)*

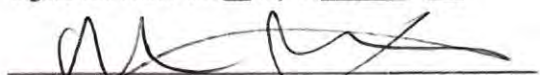
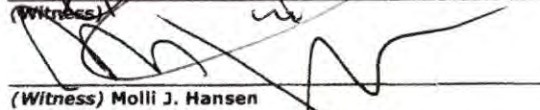
**2120 Yats Drive Demolition and Clean-Up**

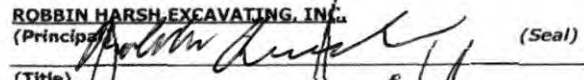

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of November, 2022

  
\_\_\_\_\_  
(Witness)  
  
\_\_\_\_\_  
(Witness) **Molli J. Hansen**

**ROBBIN HARSH EXCAVATING, INC.**  
(Principal)  (Seal)  
\_\_\_\_\_  
(Title)  
**Granite Re, Inc.**  
(Surety)  (Seal)  
\_\_\_\_\_  
(Title) **Connie Smith, Attorney-in-Fact**

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**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; SAMUEL DUCHOW; ROBERT DOWNEY; JULIA DOUGLAS; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3<sup>rd</sup> day of January, 2020.

STATE OF OKLAHOMA )  
 ) SS:  
 COUNTY OF OKLAHOMA )



*Kenneth D. Whittington*  
 \_\_\_\_\_  
 Kenneth D. Whittington, President  
  
*Kyle P. McDonald*  
 \_\_\_\_\_  
 Kyle P. McDonald, Assistant Secretary

On this 3<sup>rd</sup> day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
 April 21, 2023  
 Commission #: 11003620



*Bethany J. Alred*  
 \_\_\_\_\_  
 Notary Public

**GRANITE RE, INC.**  
 Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this  
8 day of NOV, 2020



*Kyle P. McDonald*  
 \_\_\_\_\_  
 Kyle P. McDonald, Assistant Secretary

**Mid-State Asbestos Removal Inc.**

**P.O. Box 66 St. Louis, Mi 48880  
Ph. 989-681-2413 Fax. 989-681-4187**

August 22, 2022

Charter Township  
2010 S. Lincoln  
Mt.Pleasant,Mi

Attn: Rodney Nanney/ [RNanney@uniontownshipmi.com](mailto:RNanney@uniontownshipmi.com) 989) 772-4600 ext. 232

Re: pre-demo asbestos abatement/2120 Yats Drive

Dear Mr. Nanney,

Thank you for allowing Mid-State Asbestos Removal Inc. the opportunity to bid on your environmental projects. M.A.R. proposes the following services within the of the structure located at 2120 Yats Drive Mt.Pleasant,MI

**Scope of Work:**

- **Abate and dispose of approximately 1,700sqft of non-friable asbestos containing drywall walls and ceiling applied throughout the structure.**

Abatement fee..... \$ 10,750.00

Third party air monitoring...\$ 550.00

Pricing is based on regular shift rates and includes labor, materials, equipment, mobilization, notification fees and disposal fees. If you have questions regarding this proposal, please contact me. Thank you.

Respectfully,

*Tony Kirby*

Mid-State Asbestos Removal Inc.

**1. Warranty of Services.** MAR shall perform the Work with reasonable diligence and in accord with these Terms and Conditions. MAR will perform the Work in accordance with standards reasonably expected of an experienced competent asbestos-removal company

performing the same or similar work. MAR shall comply with all applicable federal, state and local laws and regulations applicable to the performance of the Work. These are MAR's sole warranties. **MAR MAKES NO OTHER WARRANTY OR GUARANTY OF ANY KIND AND HEREBY EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Pricing valid for 30days.**

**2. Payment.** Customer agrees to pay MAR for its services in the performance of the Work as set forth in the quote set forth in these Terms and Conditions. Payment shall be made within thirty (30) days following MAR's presentation of an invoice or other statement of services to Customer. Interest shall accrue on any sums not paid within thirty (30) days after presentation of the invoice or other statement at a rate of one and one-half percent (1 1/2%) per month. Customer shall also be responsible for any costs (including reasonable attorney's fees and other costs) incurred by MAR to collect any sums due more than 60 days after presentation of any invoice or other statement of services.

**3. Additional Customer Responsibilities.** Customer shall, at its own expense and at such times as may be reasonably required by MAR for the successful performance of the Work, do the following:

- a. Provide adequate and suitable space where the Work is to be performed and suitable access to the area where the Work is to be performed;**
- b. Provide MAR with all relevant information reasonably available to Customer concerning the property where the Work is to be performed including, but not limited to, any studies, data, reports, test results or other information regarding the presence of asbestos or any other hazardous materials at the Property.**
- c. Advise MAR of any hazardous, unsafe, or potentially unsafe conditions that exist at or nearby the Property.**
- d. Provide utilities for M.A.R. use.**

**4. Entire and Sole Agreement.** These Terms and Conditions are the entire and sole agreement between MAR and Customer. Prior proposals, correspondence, conversations memoranda, Customer purchase orders or other similar documents are superseded and are not part of these Terms and Conditions.

**5. Hazardous Substances and Waste.** MAR is not agreeing to assume Customer's responsibilities, if any, for damage to any person or property arising out of, or relating to, any contamination of soils, air, water or other property or any exposure to hazardous substances or contamination. Customer shall indemnify, hold harmless and defend MAR, its employees and agents from any claims, fines, complaints, suits or other action of any kind alleging or asserting damages or loss of any kind as a result of the

presence, exposure or contact with contaminated soils, air, water or contaminated property whether such exposure occurs at the Property or after disposal.

**6. Acceptance of Work and Opportunity to Cure.** The Work shall be deemed accepted by Client unless within fifteen (15) days after MAR's completion of the Work, Customer provides written notice to MAR specifying in reasonable detail any deficiency in the Work. Upon receipt of such notice, MAR shall have fifteen (15) days to cure any deficiency in the Work identified by Customer before Customer may declare MAR in default under these Terms and Conditions and exercise any remedies available under the Terms and Conditions.

**7. Notice of Deficiency or Claim.** Client shall provide written notice to MAR of any deficiency or purported deficiency in MAR's Work or any claim or potential claim that Client may assert against MAR within 2 business days of MAR's completion of the Work. Client's failure to provide timely notice as required by this Paragraph shall waive any claim or potential claim, including any claims arising as a result of any deficiency or purported deficiency in MAR's Work.

**8. LIMITATION ON LIABILITY AND DAMAGES.** ANY LIABILITY OF MAR, ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS SHALL BE LIMITED TO THE AMOUNT CUSTOMER HAS PAID TO MAR FOR PERFORMANCE OF THE WORK. DAMAGES RECOVERABLE BY CUSTOMER OR ANYONE CLAIMING THROUGH CUSTOMER, WHETHER FOR CLAIMS SOUNDING IN TORT, CONTRACT, OR OTHERWISE, SHALL BE LIMITED SOLELY TO, AND SHALL NOT EXCEED, THE TOTAL AMOUNT CUSTOMER HAS PAID MAR FOR SERVICES RENDERED FOR PERFORMANCE OF THE WORK PURSUANT TO THESE TERMS AND CONDITIONS.

**ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS AND CONDITIONS.**

CUSTOMER REPRESENTS THAT IT HAS RECEIVED, READ AND UNDERSTANDS THE FOREGOING TERMS AND CONDITIONS AND ACKNOWLEDGES, ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS IN THEIR ENTIRETY, INCLUDING THE NOTICE OF DEFICIENCY OR CLAIM PROVISION IN PARAGRAPH 7 AND THE LIMITATION ON LIABILITY AND DAMAGES PROVISIONS IN PARAGRAPH 8.

\_\_\_\_\_  
**CUSTOMER**

\_\_\_\_\_  
**DATE**





Brian Cataldo  
P.O. Box 133  
Lake, MI 48632  
PH: (989) 544-2489  
Lic.#2101197111

2120 Yats Drive Demolition and Site Restoration Project.

We propose to furnish labor and equipment to perform abatement, demolition, cleanup, and site restoration at 2120 Yats Drive Union Township.

Total Project Cost: \$74,540.00

Quoted By,

Brian Cataldo  
President  
brian@greenscapegc.com  
989-544-2489  
cell 989-329-1939





Brian Cataldo  
P.O. Box 133  
Lake, MI 48632  
PH: (989) 544-2489  
Lic.#2101197111

### Project Work Plan

Greenscape General Contracting proposes to perform work in 10 days and complete within 14 days of notice to proceed. Natural gas will be cut and capped by DTE. Electric disconnected by Consumers energy. Greenscape will cut and permanently cap water and sewer. Asbestos Abatement prior to demolition, removal and disposal of principal building, concrete foundation, porches, ramps, decks, sheds, and debris on the lot. Backfill to existing grade with sand, and topsoil (3 inches ) fine grade, hydroseed, premium seed. Protect existing utilities using Miss Dig sytem and hand digging near all marked underground utilities. Protect all streets and roadways from damage by utilizing legal weight loads, taking care to protect streets when loading or off loading equipment with use of matting if necessary.





**GREENSCAPE**  
GENERAL CONTRACTING

Brian Cataldo  
P.O. Box 133  
Lake, MI 48632  
PH: (989) 544-2489  
Lic.#2101197111

## SAFETY AND HEALTH MANAGEMENT SYSTEM

Establishment Name: GREENSCAPE  
Address: P.O. BOX 133  
City: LAKE, MI 48632  
Phone: (989) 544-2489                      Type of Business: CONSTRUCTION  
Chief Executive Officer: BRIAN CATALDO  
Employer Safety and Health Representative: DEBORAH L. SWEARS  
Employee Safety and Health Representative: DEBORAH L. SWEARS

### MANAGEMENT COMMITMENT AND PLANNING

The organization's culture can directly influence the success of the safety and health management system. Our management will play a major role to ensure its success. Management commitment requires managing safety and health like other organizational concerns, integrating safety and health into the entire organization, becoming personally involved, and establishing accountability for safety and health at all levels in the organization.

### SAFETY AND HEALTH POLICY STATEMENT

*"Every employee at GREENSCAPE is entitled to a safe and healthful workplace. All employees will follow safe and healthful work practices, obey safety and health rules and regulations, and work in a manner which maintains high safety and health standards. We will provide and maintain safe and healthful working conditions, and we will establish and insist upon work methods and practices that promote safe and healthful workplace at all times. Nurturing a positive employee environment with open communication, employee involvement, participation, accountability, and respect will help GREENSCAPE achieve a high level of safety and health performance."*

Signature/Chief Executive Officer



