A MEETING OF THE
INGHAM COUNTY BUILDING AUTHORITY
WILL BE HELD ON
Wednesday, August 14, 2019 at 3:00 p.m.

Hilliard Building
Conference Room A
121 E. Maple Rd.
Mason, Michigan

AGENDA

Call to Order
Approval of the July 31, 2019 Minutes
Additions to the Agenda
Limited Public Comment

1. Community Mental Health
   a. Steam Boiler Installation Proposal
   b. Lansing Tile & Mosaic Invoice
   c. Storm Water Pump Proposal

2. Animal Control
   a. Granger Application for Payment
   b. Speaker Quote

3. Justice Complex
   a. Kramer Management Group Invoice
   b. AIA Documents

4. Health Department – Architect & Engineering Contract

Announcements
Public Comment
Adjournment
<table>
<thead>
<tr>
<th>August 14, 2019 Building Authority</th>
<th>Page Numbers</th>
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<tbody>
<tr>
<td>July 31, 2019 Draft Minutes</td>
<td>i-iii</td>
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<tr>
<td>Steam Boiler Installation Proposal</td>
<td>1-2</td>
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<tr>
<td>Lansing Tile &amp; Mosaic Invoice</td>
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<tr>
<td>Storm Water Pump Proposal</td>
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<td>Granger Application for Payment</td>
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<td>Speaker Quote</td>
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<td>Kramer Management Group Invoice</td>
<td>78-79</td>
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<tr>
<td>AIA Documents</td>
<td>80-137</td>
</tr>
<tr>
<td>Architect &amp; Engineering Contract</td>
<td>138-160</td>
</tr>
</tbody>
</table>
Members Present: Eric Schertzing, County Treasurer, Matt Nordfjord, County Corporation Counsel, Tim Dolehanty, County Administrator

Members Absent: None.

Others Present: Facilities Director Rick Terrill, Deputy Controller Teri Morton, CMH Representative John Peiffer

Call to Order: The Ingham County Building Authority meeting was called to order by Matt Nordfjord at 3:01 p.m., Wednesday, July 31, 2019 in Conference Room A of the Hilliard Building, 121 E. Maple Rd., Mason, Michigan.

Approval of the July 12, 2019 Minutes: MR. SCHERTZING MOVED TO APPROVE THE JULY 12, 2019 MEETING MINUTES. MR. DOLEHANTY SUPPORTED THE MOTION. THE MOTION PASSED UNANIMOUSLY.

Additions to the Agenda:

Substitute 1a Sign Smith Estimate Invoice

Limited Public Comment: None.

1a. Hobbs + Black Invoice

Mr. Terrill stated that this invoice is consistent with the contract and approval for payment is recommended.

MR. SCHERTZING MOVED TO APPROVE PAYMENT OF THE HOBBS + BLACK INVOICE IN THE AMOUNT OF $4,140.59. MR. DOLEHANTY SUPPORTED THE MOTION.

Mr. Dolehanty asked is there is still work left on the project as there is a remaining balance still.

Mr. Terrill explained that there is because the company still needs to do the demolition on the old building. The final bill with come after the demolition.

THE MOTION PASSED UNANIMOUSLY.

1b. Sign Smith Invoice

Mr. Terrill stated that this is an invoice and not an estimate. It is an invoice for signage modifications coming off of the road as well as signs for the front of the building.
MR. SCHERTZING MOVED TO APPROVE PAYMENT OF THE SIGN SMITH INVOICE IN THE AMOUNT OF $466.00. MR. DOLEHANTY SUPPORTED THE MOTION.

THE MOTION PASSED UNANIMOUSLY.

2a. **Gypsum Supply Invoice**

Mr. Terrill stated that invoice is for Phase II. Approval for payment is recommended.

MR. SCHERTZING MOVED TO APPROVE PAYMENT OF THE GYPSUM SUPPLY INVOICE IN THE AMOUNT OF $606.00. MR. DOLEHANTY SUPPORTED THE MOTION.

THE MOTION PASSED UNANIMOUSLY.

2b. **Metal Frames Invoice**

Mr. Terrill stated this invoice is in a Building Authority approved PO and is within the constraints of the PO.

Mr. Peiffer further explained that the itemized list of materials is part of what is needed for finishing up the five offices added to the scope of the project as well as the upper HR floor.

MR. SCHERTZING MOVED TO APPROVE PAYMENT OF THE METAL FRAMES INVOICE IN THE AMOUNT OF $7,779.25. MR. DOLEHANTY SUPPORTED THE MOTION.

THE MOTION PASSED UNANIMOUSLY.

3. **Schedule Meetings**

Wednesday, August 14 at 3:00 p.m.
Wednesday, August 28 at 3:00 p.m.
Wednesday, September 11 at 3:00 p.m.
Wednesday, September 25 at 3:00 p.m.
Tuesday, October 8 at 3:00 p.m.

**Announcements:** Mr. Terrill announced that the Justice Complex is very close to having a contract with BKV, the architect and engineering company previously approved by the Building Authority. He further announced that he is expecting the contract to be completed for the next meeting and is looking to schedule a kickoff meeting for the project. The Sheriff and everyone else involved are very excited. Mr. Terrill asked if anyone from the Building Authority would like to attend the kickoff meeting.

**Discussion.**

Mr. Terrill stated that he will include the Building Authority on the meeting schedule if they would like to attend. It will be an aggressive schedule and the stakeholders will be required to be at the kickoff meeting to make decisions, but the Building Authority will only be there to get a sense of the company.

Mr. Peiffer announced that Phase II of the CMH Project looks like it should be wrapped up around the 23rd of August and they are looking at a tentative move-in date for HR.
Public Comment: None.

The July 31, 2019 Building Authority meeting adjourned at 3:15 p.m.
PROPOSAL

Date: August 2, 2019
To: Community Mental Health – John Peiffer
From: Gregg Alchin
Project: Community Mental Health – Re-Work of Steam Boiler Installation
Estimate No.: L-19-028

John E. Green Company propsoes to perform the scope of work described below for the subject project.

TOTAL BASE BID: $32,900.00

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<tr>
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JEG's scope of work includes the following:

1. Demolish existing exhaust fan
2. Furnish and install new roof-mounted combustion fan
3. Furnish and install new barometric damper in boiler breeching
4. Re-work boiler breeching as shown on new drawing by Bergmann Associates
5. Furnish and install new vent control system
6. Interface wiring between the exhaust fan control panel, water heater and boiler
7. Furnish and install new electrical disconnect for new exhaust fan w/ auxiliary contacts to shut off variable frequency drive
8. Wiring between disconnect and VFD
9. Re-use existing raceway between new exhaust fan and VFD
10. Permits
JEG’s scope of work **excludes** the following:

1. Overtime or shift time work
2. New 60” x 24” combustion air plenum, as depicted on Bergmann Associates drawing
3. Painting
4. Concrete work
5. Water or sewer assessment or fees
6. Gas services or fees
7. Temporary services or fees
8. Architectural cut and patch of floors, walls, ceilings, and roofs
9. Hazardous material identification, testing, abatement or disposal
10. Undisclosed site conditions
11. Mechanical work not shown on mechanical drawings
12. All other work not specifically included above
13. Performance and payment bond

**Clarifications:**

1. All isolation valves are assumed to be in good working order. Any repairs or replacements will be performed at current time and material rates.
2. This proposal assumes and is based upon current market prices for all steel and aluminum related products as of the date of this quote. The quoted prices for these products are subject to change based on government issued tariffs (section 232). JEG reserves the right to adjust pricing on these materials and equipment due to tariffs and the resulting impact to market conditions and pricing.

Standard John E. Green Company payment terms are Net (30) days. Credit card payments must receive prior approval and are subject to additional fees, which are in addition to the above proposal.

This proposal remains firm for (30) calendar days.

John E. Green Company reserves the right to perform a final review of the contract for the subject project. This proposal is subject to that final review and agreement on revisions of the contract terms requested by John E. Green Company.

Please contact us if you have any questions regarding this proposal.
Lansing Tile & Mosaic, Inc.

July 23, 2019

John Peiffer
peiffer@caicmh.org

Community Mental Health Authority

2nd Floor Hallway and 2 elevators
- DEMO EXISTING CARPET
- PREP FLOORS
- FURNISH & INSTALL TANDUS ELEVATE COLOR TERRESTRIAL CARPET TILE

TOTAL $9,386.00

1st Floor Hallways
- DEMO EXISTING CARPET
- PREP FLOORS
- FURNISH & INSTALL TANDUS ELEVATE COLOR TERRESTRIAL CARPET TILE

TOTAL $11,877.00

Ground Floor Hallways
- DEMO EXISTING CARPET
- PREP FLOOR
- FURNISH & INSTALL TANDUS ELEVATE COLOR TERRESTRIAL CARPET TILE

TOTAL $16,803.00

Please call if you have any questions.

Sincerely,

Acceptance of Proposal

Scott Fahey

____________________ Date:________
Signature

2210 Apollo Drive  ·  Lansing Michigan 48906-2703  ·  517-321-5307  ·  Fax: 517-321-5461
Sent via email: peiffer@ceicmh.org

August 2, 2019

John Peiffer
Community Mental Health
Property & Facilities Supervisor
812 E. Jolly Road, Suite 310
Lansing, MI 48910

RE: Professional Services Proposal
CMH – Storm Water Pump
Matrix Proposal No. 19238.00

Dear John,

We are pleased to submit this proposal for Mechanical and Electrical Design Services as described below.

PROJECT DESCRIPTION

Currently there is only one storm water pump on the east side of the building and is controlled by a control panel mounted on the side of the building. The control panel is not powered by the generator. In the past the facility has experience flooding either due to pump failure or losing power. Matrix will investigate how to install a second pump for redundancy. This investigation will focus on reworking the existing pump in the existing concrete basin or adding a second concrete basin to house the second pump. Once the best solution is determined Matrix will provide construction documents for the new work. The control panel will be upgraded to control both pumps and be powered by the generator. The new pump size will match the existing pump size.

IN SCOPE OF SERVICES

- Field investigation
- Design meetings as needed
- Construction documents
- Plumbing design
- Power design
- Sealed plans
Matrix Consulting Engineers, Inc.
Proposal No. 19238.00
August 2, 2019
Page 2 of 2

- Specifications
- Shop drawing review
- Answer plan review questions
- Construction Administration throughout the project
- 50% site visit and field observation report
- Punchlist
- Provide design in AutoCad

NOT IN SCOPE OF SERVICES

- Pay for plan review fees

FEES & REIMBURSIBLES

Matrix Consulting Engineers, Inc. will provide the above services for a fixed fee of $8,200.

If the pump can fit in the existing concrete basin Matrix estimates the construction cost to be $20,000.

If a new concrete basin is required Matrix estimates the construction cost to be $60,000.

A more accurate cost estimate can be provided after the design is complete. Fees for additional services beyond basic contract work will be computed on an hourly basis when approved, and in accordance with our 2019 Rate Schedule. In addition to professional fees, we would expect to be reimbursed for "out of pocket" expenses related to printing and photographic reproduction of documents other than for in-house coordination, permits and approvals secured on behalf of the owner, and testing and balancing. "Out of pocket" expenses will be invoiced at $1.10 multiplier.

Should this proposal meet with your approval, please indicate your acceptance by signing below and returning a true copy to this office.

Sincerely,
Matrix Consulting Engineers, Inc.

Craig A. Trierweiler, P.E., LEED AP, CxA
President

cc: Proposal File

Accepted by: ___________________________

Date: ___________________________
TRANSMITTAL
DATE: August 7, 2019

RE: Ingham County Animal Control Facility

**Granger Job Number 1730-00

TO: Hobbs & Black
117 E. Allen St.
Lansing, MI 48933

Attn: Nick Scarpone

WE ARE TRANSMITTING HEREWITH:

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Retailage Pay App #17 140,227.84
Retailage Pay App #17 152,284.04
Retailage Pay App #17 -12,056.20

Please Note

REMARKS:

Please certify pay app and forward to Rick Terrill. Please call me at (517) 887-4158 if you have any questions.

Cathy Buck, Project Accountant

Rick Terrill
Lindsey Lubahn
### CONTRACTOR'S APPLICATION FOR PAYMENT

**Application No.:** 18  
**Period To:** 7/31/2019  
**Contract Date:** [Signature]

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

**CONTRACTOR:** Granger Construction Company

**By:** [Signature]  
**Date:** 8/1/19

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data containing the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

**ARCHITECT:** [Signature]  
**Date:** 8/1/2019

This Certificate is negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any right of the Owner or Contractor under this Contract.

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### CHANGE ORDER SUMMARY

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**Net Changes By Change Order:** $6,031,660.84
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Grand Totals: 6,441,680.84  6,255,199.69  20,032.46  0.00  6,275,232.14  97.42%  166,448.70  140,227.84
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**Amount Retained**
TO (OWNER): Ingham County Bldg. Authority
Mason, MI 48854

FROM (CONTRACTOR): Moore Troper Construction Co.
4234 Keller Road
P.O. Box 217
Holt, MI 48842

PROJECT: Ingham County Animal Shelter
500 Buhr Street
Mason, MI 48854

APPLICATION NO: 12
PERIOD TO: 7/31/2019

ARCHITECT'S:
CM-Glanzer Construction Co.
6267 Aurelius Road
Lansing, MI 48911

PROJECT NO: 1730-00

CONTRACT FOR: 18-091 Ingham County Animal Shelter

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM $ 755,406.00
2. Net Change by Change Orders $ 36,782.59
3. CONTRACT SUM TO DATE (Line 1 + 2) $ 792,188.59
4. TOTAL COMPLETED AND STORED TO DATE $ 792,188.59

5. RETAINAGE:
   a) 0.00 % of Completed Work $ 0.00
   b) 0.00 % of Stored Material $ 0.00
   Total retainage (Line 5a + 5b) $ 0.00

6. TOTAL EARNED LESS RETAINAGE $ 792,188.59

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
   (Line 6 from prior Certificate) $ 784,265.71

8. CURRENT PAYMENT DUE $ 7,921.88

9. BALANCE TO FINISH, INCLUDING RETAINAGE
   (Line 3 less Line 8) $ 0.00

CHANGE ORDER SUMMARY

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NET CHANGES by Change Order $ 36,782.59

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

CONTRACTOR: Moore Troper Construction Co.
4234 Keller Road P.O. Box 217
Holt, MI 48842

By: /s/ Jenny Lucas
Corporate Secretary

Date: 7/19/19

State of: MI
County of: Ingham

Subscribed and sworn to before me this 19th Day of July 2019

Notary Public

My Commission Expires: 12/31/21

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated and the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: /s/ [Signature]

Date: [Signature Date]

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein, issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.
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S.A. MORMAN
TO (OWNER): Ingham County Bldg. Authority  
Mason, MI 48854  
PROJECT: Ingham County Animal Shelter  
600 Buht Street  
Mason, MI 48854  
APPLICATION NO: 12  
PERIOD TO: 7/31/2019  
DISTRIBUTION  
TO:  
OWNER  
ARCHITECT  
CONTRACTOR  
FROM (CONTRACTOR): Moore Trusper Construction Co.  
4224 Keller Road  
P.O. Box 217  
Hot, MI 48842  
VIA (ARCHITECT): CM-Gienger Construction Co.  
6257 Aurelius Road  
Lansing, MI 48911  
ARCHITECTS  
PROJECT NO: 1730-00  
CONTRACT FOR: 18-091 Ingham County Animal Shelt  
CONTRACT DATE: 5/29/2018

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</table>
**APPLICATION AND CERTIFICATION FOR PAYMENT**

**TO OWNER:** Granger  
**PROJECT:** Ingham County Animal Shelter  
**APPLICATION NO:**  4  
**DISTRIBUTION TO:**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>OWNER</td>
<td>ARCHITECT</td>
<td>CONTRACTOR</td>
</tr>
</tbody>
</table>

**FROM CONTRACTOR:** Superior Asphalt, Inc.  
669 Century SW  
Grand Rapids, MI 49503  
**CONTRACT FOR:**  
**VIA ARCHITECT:**  
**RECEIVED:** JUL 10 2019  
**PERIOD TO:** 6/30/19  
**PROJECT NO:**  
**GRANGER CONST. CO.**  
**CONTRACT DATE:** 5/29/2018  
**SIGNATURE:**  

---

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.

<table>
<thead>
<tr>
<th>Column</th>
<th>Contract Sum</th>
<th>Contract Sum To Date</th>
<th>date</th>
<th>Retainage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Original Contract Sum</td>
<td>$80,998.00</td>
<td>$57,818.00</td>
<td>5/7/19</td>
<td>$5,781.00</td>
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<tr>
<td>2. Net change by Change Orders</td>
<td>$6,869.00</td>
<td>$57,818.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Total Completed &amp; Stored To Date</td>
<td>$57,818.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Retainage</td>
<td>$5,781.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

<table>
<thead>
<tr>
<th>Column</th>
<th>AMOUNT CERTIFIED</th>
<th>ADDITIONS</th>
<th>DEDUCTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Total Changes Approved by Owner</td>
<td>$7,519</td>
<td></td>
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<tr>
<td>2. Total Changes Applied this Month</td>
<td>$450</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. TOTALS</td>
<td>$7,969</td>
<td>$450</td>
<td></td>
</tr>
<tr>
<td>4. NET CHANGES by Change Order</td>
<td>$7,519</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITEM NO.</td>
<td>DESCRIPTION OF WORK</td>
<td>SCHEDULED VALUE</td>
<td>WORK COMPLETED FROM PRIOR APPLICATION (D x E)</td>
</tr>
<tr>
<td>---------</td>
<td>--------------------------------</td>
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<td>-----------------------------------------------</td>
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<tr>
<td>1</td>
<td>Fine Grade</td>
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<td>$2,244.00</td>
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<tr>
<td>2</td>
<td>Base</td>
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<td>$28,580.00</td>
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<tr>
<td>3</td>
<td>Top</td>
<td>$16,794.00</td>
<td>$2,220.00</td>
</tr>
<tr>
<td>4</td>
<td>Utility Patch</td>
<td>$1,575.00</td>
<td>$1,575.00</td>
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<tr>
<td>5</td>
<td>Striping</td>
<td>$577.00</td>
<td>$577.00</td>
</tr>
<tr>
<td>6</td>
<td>ADA Signs</td>
<td>$450.00</td>
<td>$450.00</td>
</tr>
<tr>
<td>7</td>
<td>Bumper Blocks</td>
<td>$750.00</td>
<td>$750.00</td>
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<tr>
<td>8</td>
<td>Change Order #1</td>
<td>$575.00</td>
<td>$525.00</td>
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<tr>
<td>9</td>
<td>Change Order #2</td>
<td>$1,317.00</td>
<td>$1,317.00</td>
</tr>
<tr>
<td>10</td>
<td>Change Order #3</td>
<td>$5,427.00</td>
<td>$5,427.00</td>
</tr>
<tr>
<td>11</td>
<td>Change Order #4 ADA Signs</td>
<td>$450.00</td>
<td>$450.00</td>
</tr>
</tbody>
</table>

**GRAND TOTALS**

- **$7,819.00**
- **$41,868**
- **15,951.00**
- **$0**
- **57,819.00**
- **100.00**
- **0.00**
- **5,781.90**
APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Granger

FROM CONTRACTOR: Superior Asphalt, Inc.
669 Century SW
Grand Rapids, MI 49503

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM

$80,000.00

2. Net change by Change Orders

$6,809.00

3. CONTRACT SUM TO DATE (Line 1 x 2)

$86,809.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G702)

$57,419.00

5. RETAINAGE:

$0.00

6. TOTAL EARNED LESS RETAINAGE

$57,419.00

7. LESS PAYMENTS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

$52,037.10

8. CURRENT PAYMENT DUE

$5,381.90

9. BALANCE TO FINISH, INCLUDING RETAINAGE

$0.00

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, the data comprising the application, the Architect certifies to the Owner that the Work has progressed as indicated.

<Signature>
Date: 5/29/2018

(Attachment of amounts certified differs from the amount applied. Initial all figures on this Application and on the Continuation Schedules that are changed to conform with the amounts certified.)

<Signature>
Date: 5/29/2018

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

<Signature>
Date: 5/29/2018

<Signature>
Date: 5/29/2018

<Signature>
Date: 5/29/2018

The American Institute of Architects, 1735 New York Ave. NW, Washington, DC 20006-5860

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION OF WORK</th>
<th>SCHEDULED VALUE</th>
<th>WORK COMPLETED FROM PREVIOUS APPLICATION</th>
<th>MATERIALS PREVIOUSLY STORED (NOT IN D OR E)</th>
<th>TOTAL COMPLETED AND STORED TO DATE (G + E + F)</th>
<th>% (G - C)</th>
<th>BALANCE TO FINISH (C - D)</th>
<th>RETAINAGE (IF VARIABLE RATE)</th>
</tr>
</thead>
<tbody>
<tr>
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<td>(D + E + F)</td>
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<td>Ingham County Animal Shelter</td>
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<td>Fine Grade</td>
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<td>$1.00</td>
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<tr>
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<td>Base</td>
<td>$28,560.00</td>
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<td>$28,560.00</td>
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<tr>
<td>3</td>
<td>Top</td>
<td>$10,794.00</td>
<td>$10,794.00</td>
<td></td>
<td>$16,794.00</td>
<td>$1.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
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<td>Striping</td>
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<td>$750.00</td>
<td>$1.00</td>
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</tr>
<tr>
<td>8</td>
<td>Change Order #1</td>
<td>$575.00</td>
<td>$575.00</td>
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<td>$575.00</td>
<td>$1.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>9</td>
<td>Change Order #2</td>
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<td>$1,317.00</td>
<td>$1.00</td>
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</tr>
<tr>
<td>10</td>
<td>Change Order #3</td>
<td>$5,427.00</td>
<td>$5,427.00</td>
<td></td>
<td>$5,427.00</td>
<td>$1.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>11</td>
<td>Change Order #4 ADA Signs</td>
<td>$450.00</td>
<td>($450.00)</td>
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</tbody>
</table>

**GRAND TOTALS**

<p>| | | | | | | | | |</p>
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<tbody>
<tr>
<td></td>
<td>$57,819.00</td>
<td>$57,819.00</td>
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<td>$57,819.00</td>
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<td>0.00</td>
</tr>
</tbody>
</table>

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document’s Authenticity.
July 09, 2019

To Whom It May Concern:

For the week ending July 06, 2019, Superior Electric of Lansing, Inc. worked zero hours at the Ingham County Animal Control Facility. We do not expect any more hours on this project.

Thanks.

TJ Segerlind
Date: 05/06/2019

(Name Of Signatory Party) (Title)

do hereby state:

1) That I pay or supervise the payment of the persons employed by
Superior Electric of Lansing, Inc. on the
(Contractor or Subcontractor)

INGHAM CTY. ANIMAL SHELTER: that during the payroll of 06/30/2019 to 07/06/2019
(Building or Work)
all persons employed on said project have been paid the full weekly wages earned, that
no rebates have been or will be made either directly or indirectly to or on behalf of said
Superior Electric of Lansing, Inc.

weekly wages earned by any person and that no deductions have been made either
directly or indirectly from the full wages earned by any person, other than permissible
deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of
397; 49 U.S.C. 276c), and described below:

FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes,
State Disability (SDI), Court Ordered Wage Attachments, 401K Plans

(2) That any payrolls otherwise under this contract required to be submitted for the
above period are correct and complete; that the wage rate for laborers or mechanics
containing therein are not less than the applicable wage rates contained in any wage
determination incorporated into the contract; that the classifications set forth therein for
each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide
apprenticeship program registered with a state apprenticeship agency recognized by the
Bureau of Apprenticeship and Training, United States Department of Labor, or if no such
recognized agency exists in a state, are registered with the Bureau of Apprenticeship
and Training, United States Department of Labor.

(4) That:

a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to the appropriate programs for the benefit of such
employees, except as noted in Section 4(c) below.

b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

c) EXCEPTIONS

<table>
<thead>
<tr>
<th>Exception (Craft)</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Remarks:

Name and Title

THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY
SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL
PROSECUTION, SEE SECTION 1031 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.
7/17/2019

To Whom It May Concern:

Franklin Holwerda Company performed no certified work on the Ingham County Animal Shelter project for weeks ending:

5/19/2019
6/2/2019
6/9/2019
6/16/2019
6/23/2019
6/30/2019
7/7/2019
7/14/2019

Thank you,

Josh Whitcomb
Franklin Holwerda Company
Payroll
# Certified Payroll Report

For the Period Ending: 05-26-19

### Shawn L. Raymond
XXX-XX-4219  Caucasian  Male  
M -  2  Jour.  Sprinkle Reg  

<table>
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<tr>
<th></th>
<th>05-20</th>
<th>05-21</th>
<th>05-22</th>
<th>05-23</th>
<th>05-24</th>
<th>05-25</th>
<th>05-26</th>
<th>Total Hours</th>
<th>Total Rate</th>
<th>Fringe</th>
<th>Gross Total</th>
<th>FICA</th>
<th>SU/SDI</th>
<th>Deductions</th>
<th>Net Total</th>
</tr>
</thead>
<tbody>
<tr>
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<td>306.96</td>
<td>1,534.80</td>
<td>130.10</td>
<td>58.61</td>
<td>112.74</td>
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### Totals for 05-20-19 to 05-26-19

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<th>Saturday</th>
<th>Sunday</th>
<th>Total Hours</th>
<th>Total Rate</th>
<th>Fringe</th>
<th>Gross Total</th>
<th>FICA</th>
<th>SU/SDI</th>
<th>Deductions</th>
<th>Net Total</th>
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<td>1,534.80</td>
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<th>Gross</th>
<th>Total</th>
<th>FICA</th>
<th>SU/SDI</th>
<th>Other</th>
<th>Net Total</th>
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<td>1,534.80</td>
<td>130.10</td>
<td>58.61</td>
<td>112.74</td>
<td>1,115.93</td>
</tr>
</tbody>
</table>
Date: 7/17/2019

Josh Whitcomb
Payroll Supervisor

(Name of Signatory Party) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by
Franklin Holwerda Company
__________________________________________
(Contractor or Subcontractor)

Ingham County Animal Shelter that during the payroll period commencing on the
__________________________________________
(Building or Work)
20th day of May 2019, and ending the 26th day of May 2019
all persons employed on said project have been paid the full
weekly wages earned, that no rebates have
been or will be made either directly or indirectly to
or on behalf of said
Franklin Holwerda Company
__________________________________________
from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been in any way directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R., Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (40 Stat. 948,
63 Stat. 108, 72 Stat. 967; 79 Stat. 357, 80 U.S.C. § 3145), and described below:

(2) That any payroll otherwise under this contract required to be submitted for the above period
are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than
the applicable wage rates contained in any wage determination incorporated into the contract; that the
classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices or journeymen engaged in the above period are duly registered in a bona
fide apprenticeship program registered with the State Apprenticeship and Training, United States
Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of
Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to approved plans or programs for the benefit of such
employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH
☐ Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

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REMARKS:
Fringe amount is $20.49 per hour

NAME AND TITLE
Josh Whitcomb Payroll

SIGNATURE

THE WILLFUL REPUDIATION OF ANY OBLIGATION OF THE CONTRACTOR OR SUBCONTRACTOR IS SUBJECT TO THE PENALTY PROVIDED BY SECTION 313 OF TITLE 18 AND SECTION 314 OF TITLE 10 OF THE UNITED STATES CODE.

25
STATEMENT OF COMPLIANCE
(CERTIFICATION UNDER PENALTY OF PERJURY)

Date 06/10/2019 at Lansing, MI

I, Michael Churchill, do certify under penalty of perjury:

1. That all of the information in this report is true and correct.
2. That I pay or supervise the payment of the persons employed by Myers Plumbing & Heating, Inc. on the ICACS New Animal Shelter project, that during the payroll period of 05/27/2019 to 06/02/2019 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly from the full wages earned by any person, other than permissible deductions, as described below:

FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes, State Disability (SDI), Court Ordered Wage Attachments, 401K Plans

3. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rate for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

4. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency.

5. That:
   a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
      In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to the appropriate programs for the benefit of such employees.
   b) WHERE FRINGE BENEFITS ARE PAID IN CASH
      Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 5(c) below:
   c) EXCEPTIONS

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</table>

Remarks

Name and Title
Michael Churchill, Payroll/Accounting

Signature
Michael Churchill
Certified Payroll Report

Company: Myers Plumbing & Heating, Inc.
16825 Industrial Parkway
Lansing MI 48906

Project: ICACS New Animal Shelter
600 Buhl St
Mason MI 48854

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<th>To: 06/02/2019</th>
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<td>Net</td>
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<th>Rate</th>
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<td></td>
<td>22.06</td>
<td>20.40</td>
<td>3.00</td>
<td></td>
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</table>

This Job: 2.00 83.14 22.06 20.40 3.00
STATEMENT OF COMPLIANCE  
(CERTIFICATION UNDER PENALTY OF PERJURY)

Date 06/10/2019 at Lansing, MI

I, Michael Churchill, do certify under penalty of perjury:

1) That all of the information in this report is true and correct.
2) That I pay or supervise the payment of the persons employed by Myers Plumbing & Heating, Inc. on the ICAS New Animal Shelter, that during the payroll of 05/20/2019 to 05/26/2019 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly from the full wages earned by any person, other than permissible deductions, as described below:

   FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes, State Disability (SDI), Court Ordered Wage Attachments, 401K Plans

3) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rate for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

4) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency.

5) That:
   a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
      In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to the appropriate programs for the benefit of such employees.
   b) WHERE FRINGE BENEFITS ARE PAID IN CASH
      Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 5(c) below:
   c) EXCEPTIONS

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Remarks

Name and Title: Michael Churchill, Payroll/Accounting

Signature: [Signature]

28
### Certified Payroll Report

**Company:** Myers Plumbing & Heating, Inc.  
16825 Industrial Parkway  
Lansing MI 48906  

**Project:** ICACS New Animal Shelter  
600 Buhl St  
Mason MI 48854  

- **Chk:** 220004  
  - **Chk Date:** 05/29/2019  
  - **From:** 05/20/2019  
  - **To:** 05/26/2019  
- **Fed Allow:** 0  
- **State Allow:** 0  

**Employee:** Corey J Brown  
317 E Dimond Way  
Morrice MI 48857  

- **Wages:** 1,623.20  
- **Add Ons:** 0.00  
- **Deduct:** 496.53  
- **Net:** 1,126.67  

**Phone:** (517) 507-2337  
**Heritage:** White (not Hispanic/Latino)  
**Gender:** Male  

<table>
<thead>
<tr>
<th>Date</th>
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<th>Rate</th>
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<th>Health</th>
<th>Other</th>
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<tr>
<td>05/20/19</td>
<td>Plumber / Forem</td>
<td>Reg</td>
<td>8.00</td>
<td>40.5800</td>
<td>324.64</td>
<td>88.24</td>
<td>81.60</td>
<td>12.00</td>
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<tr>
<td>05/21/19</td>
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<tr>
<td>This Job</td>
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<td>22.00</td>
<td>892.76</td>
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<td>242.66</td>
<td>224.40</td>
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**This Job:**  
- **Wages:** 892.76  
- **Benefits:** 242.66  
- **Other:** 224.40  
- **Total:** 33.00
STATEMENT OF COMPLIANCE  
(CERTIFICATION UNDER PENALTY OF PERJURY)  

Date  06/10/2019  at  Lansing, MI  

I,  Michael Churchill,  do certify under penalty of perjury:  

1. That all of the information in this report is true and correct.  
2. That I pay or supervise the payment of the persons employed by Myers Plumbing & Heating, Inc. on the VCAS New Animal Shelter, that during the payroll of 05/13/2019 to 05/19/2019 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly from the full wages earned by any person, other than permissible deductions, as described below:  

FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes, State Disability (SDI), Court Ordered Wage Attachments, 401K Plans  

3. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rate for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.  
4. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency.  
5. That:  
   a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS  
   In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to the appropriate programs for the benefit of such employees.  
   b) WHERE FRINGE BENEFITS ARE PAID IN CASH  
   Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 5(c) below:  
   c) EXCEPTIONS  

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</table>

Remarks  

Name and Title  
Michael Churchill, Payroll/Accounting  
Signature  

30
No work was performed on this project for the pay period listed above.
STATEMENT OF COMPLIANCE
(CERTIFICATION UNDER PENALTY OF PERJURY)

Date 06/10/2019 at Lansing, MI

I, Michael Churchill, do certify under penalty of perjury:

1) That all of the information in this report is true and correct.
2) That I pay or supervise the payment of the persons employed by Myers Plumbing & Heating, Inc.
on the ICAC'S New Animal Shelter, that during the payroll of 05/06/2019 to 05/12/2019
all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be
made either directly or indirectly from the full wages earned by any person, other than permissible deductions, as
described below:

FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes, State Disability (SDI),
Court Ordered Wage Attachments, 401K Plans

3) That any payrolls otherwise under this contract required to be submitted for the above period are correct and
complete; that the wage rate for laborers or mechanics contained therein are not less than the applicable wage rates
contained in any wage determination incorporated into the contract; that the classifications set forth therein for each
laborer or mechanic conform with the work he performed.

4) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program
registered with a state apprenticeship agency.

5) That:

a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced
payroll, payments of fringe benefits as listed in the contract have been or will be made to the appropriate
programs for the benefit of such employees.

b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the
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of the required fringe benefits as listed in the contract, except as noted in section 5(c) below:

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Remarks

Name and Title: Michael Churchill, Payroll/Accounting  Signature: __________________________

32
## Certified Payroll Report

**Report Period:** 05/06/2019 to 05/12/2019  
**Payroll #:** 45

**Company:** Myers Plumbing & Heating, Inc.  
16825 Industrial Parkway  
Lansing MI 48906

**Project:** ICACS New Animal Shelter  
600 Buhl St  
Mason MI 48854

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<td>FedWh</td>
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<tr>
<td>Date</td>
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<td>324.64</td>
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**Benefits**

| Date     | Trade  | Type | Hours | Rate | Base | Hours | Rate | Base | Hours | Rate | Base | Hours | Rate | Base |
| 05/09/2019 | Plumber Forem | Reg    | 8.00 | 40.5800 | 324.64 | This Job: | 8.00 | 324.64 | 88.24 | 81.60 | 12.00 |
STATEMENT OF COMPLIANCE
(CERTIFICATION UNDER PENALTY OF PERJURY)

Date 06/10/2019 at Lansing, MI

I, Michael Churchill, do certify under penalty of perjury:

1. That all of the information in this report is true and correct.

2. That I pay or supervise the payment of the persons employed by Myers Plumbing & Heating, Inc.
on the IACCS New Animal Shelter, that during the payroll of 04/29/2019 to 05/05/2019
all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be
made either directly or indirectly from the full wages earned by any person, other than permissible deductions, as
described below:

   FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes, State Disability (SDI),
   Court Ordered Wage Attachments, 401K Plans

3. That any payrolls otherwise under this contract required to be submitted for the above period are correct and
   complete; that the wage rate for laborers or mechanics contained therein are not less than the applicable wage rates
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   laborer or mechanic conform with the work he performed.

4. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program
   registered with a state apprenticeship agency.

5) That:

   a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

      In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced
      payroll, payments of fringe benefits as listed in the contract have been or will be made to the appropriate
      programs for the benefit of such employees.

   b) WHERE FRINGE BENEFITS ARE PAID IN CASH

      Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the
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      of the required fringe benefits as listed in the contract, except as noted in section 5(c) below:

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Remarks

Name and Title
Michael Churchill, Payroll/Accounting

Signature
Michael Churchill

34
## Certified Payroll Report

**Company:** Myers Plumbing & Heating, Inc.  
16825 Industrial Parkway  
Lansing MI 48906  

**Project:** ICACS New Animal Shelter  
600 Buhi St  
Mason MI 48854  

**Report Period:** 04/29/2019 to 05/05/2019  
**Payroll #:** 44

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<td>FedWh 157.66</td>
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<td>Wages 1,602.91</td>
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<td><strong>Trade</strong></td>
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<td><strong>Rate</strong></td>
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<td>Deduct 496.53</td>
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This Job: 11.00
STATEMENT OF COMPLIANCE
(CERTIFICATION UNDER PENALTY OF PERJURY)

Date 06/10/2019 at Lansing, MI

I, Michael Churchill, do certify under penalty of perjury:

1. That all of the information in this report is true and correct.

2. That I pay or supervise the payment of the persons employed by Myers Plumbing & Heating, Inc. on the ICACS New Animal Shelter, that during the payroll of 04/22/2019 to 04/28/2019 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly from the full wages earned by any person, other than permissible deductions, as described below:

   FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes, State Disability (SDI), Court Ordered Wage Attachments, 401K Plans

3. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rate for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

4. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency.

5. That:
   a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

      In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to the appropriate programs for the benefit of such employees.

   b) WHERE FRINGE BENEFITS ARE PAID IN CASH

      Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 5(c) below:

   c) EXCEPTIONS

<table>
<thead>
<tr>
<th>EXCEPTION (Trade)</th>
<th>EXPLANATION</th>
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Remarks

<table>
<thead>
<tr>
<th>Name and Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michael Churchill, Payroll/Accounting</td>
</tr>
</tbody>
</table>

Signature
No work was performed on this project for the pay period listed above.
STATEMENT OF COMPLIANCE  
(CERTIFICATION UNDER PENALTY OF PERJURY)

Date: 06/10/2019 at Lansing, MI

Michael Churchill

do certify under penalty of perjury:

1. That all of the information in this report is true and correct.
2. That I pay or supervise the payment of the persons employed by Myers Plumbing & Heating, Inc. on the TACS New Animal Shelter project, that during the payroll period of 04/15/2019 to 04/21/2019 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly from the full wages earned by any person, other than permissible deductions, as described below:

   FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes, State Disability (SDI), Court Ordered Wage Attachments, 401K Plans

3. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rate for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

4. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency.

5. That:
   a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

   In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to the appropriate programs for the benefit of such employees.

   b) WHERE FRINGE BENEFITS ARE PAID IN CASH

   Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 5(c) below:

   c) EXCEPTIONS

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<thead>
<tr>
<th>EXCEPTION (Trade)</th>
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</table>

Remarks

Name and Title: Michael Churchill, Payroll/Accounting

Signature: [Signature]

38
# Certified Payroll Report

**Company:** Myers Plumbing & Heating, Inc.  
16825 Industrial Parkway  
Lansing MI 48906  

**Project:** ICACS New Animal Shelter  
600 Buhl St  
Mason MI 48854  

---

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This Job: 24.00 973.92 264.72 244.80 36.00

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This Job: 24.00 973.92 264.72 244.80 36.00
STATEMENT OF COMPLIANCE
(CERTIFICATION UNDER PENALTY OF PERJURY)

Date 04/19/2019 at Lansing, MI

I, Michael Churchill, do certify under penalty of perjury:

1. That all of the information in this report is true and correct.

2. That I pay or supervise the payment of the persons employed by Myers Plumbing & Heating, Inc. on the TCACS New Animal Shelter Project, that during the payroll period of 04/08/2019 to 04/14/2019 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly from the full wages earned by any person, other than permissible deductions, as described below:

FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes, State Disability (SDI), Court Ordered Wage Attachments, 401K Plans

3. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rate for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

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a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to the appropriate programs for the benefit of such employees.

b) WHERE FRINGE BENEFITS ARE PAID IN CASH

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c) EXCEPTIONS

<table>
<thead>
<tr>
<th>EXCEPTION (Trade)</th>
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</tbody>
</table>

Remarks

Name and Title
Michael Churchill, Payroll/Accounting

Signature
## Certified Payroll Report

**Company:** Myers Plumbing & Heating, Inc.  
16825 Industrial Parkway  
Lansing MI 48906  

**Project:** ICACS New Animal Shelter  
600 Buhl St  
Mason MI 48854  

**Report Period:** 04/08/2019 to 04/14/2019  
**Payroll #:** 41

### Chk: 160017

**Chk Date:** 04/17/2019  
**From:** 04/08/2019  
**To:** 04/14/2019  
**Fed Allow:** 0  
**State Allow:** 0

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<th>Type</th>
<th>Hours</th>
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### Chk: 160005

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**To:** 04/14/2019  
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### Chk: 160021

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Report Period: 04/08/2019 to 04/14/2019
STATEMENT OF COMPLIANCE  
(CERTIFICATION UNDER PENALTY OF PERJURY)

Date 04/19/2019 at Lansing, MI

Michael Churchill do certify under penalty of perjury:

1. That all of the information in this report is true and correct.
2. That I pay or supervise the payment of the persons employed by Myers Plumbing & Heating, Inc.
on the TCACS New Animal Shelter, that during the payroll of 04/01/2019 to 04/07/2019 
all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be 
made either directly or indirectly from the full wages earned by any person, other than permissible deductions, as 
described below:

FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes, State Disability (SDI),
Court Ordered Wage Attachments, 401K Plans
3. That any payroll otherwise under this contract required to be submitted for the above period are correct and 
complete; that the wage rate for laborers or mechanics contained therein are not less than the applicable wage rates 
contained in any wage determination incorporated into the contract; that the classifications set forth therein for each 
laborer or mechanic conform with the work he performed.
4. That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program 
registered with a state apprenticeship agency.

5) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced 
payroll, payments of fringe benefits as listed in the contract have been or will be made to the appropriate 
programs for the benefit of such employees.

b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the 
payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount 
of the required fringe benefits as listed in the contract, except as noted in section 5(c) below:

c) EXCEPTIONS

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Remarks

Name and Title: Michael Churchill, Payroll/Accounting

Signature: __________________________________________________________________________
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This Job: 29.00 1,176.82 301.02 292.90 40.60
STATEMENT OF COMPLIANCE  
(CERTIFICATION UNDER PENALTY OF PERJURY)

Date 04/19/2019 at Lansing, MI

I, Michael Churchill, do certify under penalty of perjury:

1) That all of the information in this report is true and correct.
2) That I pay or supervise the payment of the persons employed by Myers Plumbing & Heating, Inc. on the TCACS New Animal Shelter project, that during the payroll of 03/25/2019 to 03/31/2019 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly from the full wages earned by any person, other than permissible deductions, as described below:

FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes, State Disability (SDI), Court Ordered Wage Attachments, 401K Plans

3) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rate for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

4) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a state apprenticeship agency.

5) That:
   a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

      In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to the appropriate programs for the benefit of such employees.

   b) WHERE FRINGE BENEFITS ARE PAID IN CASH

      Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 5(c) below:

   c) EXCEPTIONS

<table>
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<tr>
<th>EXCEPTION (Trade)</th>
<th>EXPLANATION</th>
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</tbody>
</table>

Remarks

Name and Title
Michael Churchill, Payroll/Accounting
Signature
No work was performed on this project for the pay period listed above.
STATEMENT OF COMPLIANCE  
(CERTIFICATION UNDER PENALTY OF PERJURY)

Date  04/19/2019 at Lansing, MI

I, Michael Churchill, do certify under penalty of perjury:

1. That all the information in this report is true and correct.

2. That I pay or supervise the payment of the persons employed by Myers Plumbing & Heating, Inc. on the ICACS New Animal Shelter, that during the payroll of 03/18/2019 to 03/24/2019 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly from the full wages earned by any person, other than permissible deductions, as described below:

FICA (Social Security), Medicare, Federal Income Taxes, State Income Taxes, State Disability (SDI), Court Ordered Wage Attachments, 401K Plans

3. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete, that the wage rate for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

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Remarks

Name and Title
Michael Churchill, Payroll/Accounting

Signature
### Certified Payroll Report

**Company:** Myers Plumbing & Heating, Inc.  
16825 Industrial Parkway  
Lansing MI 48906  

**Project:** ICACS New Animal Shelter  
600 Buhl St  
Mason MI 48854

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<td>Phone: (517) 930-3914</td>
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**Chk: 130012**  
**Chk Date: 03/27/2019**  
**From: 03/18/2019**  
**To: 03/24/2019**  
**Fed Allow: 0**  
**State Allow: 0**

| Ssn: TIMOTHY K DAYRELL | Med/FICA | 116.41 | FedWh | 147.92 | State | 64.67 | SDI | 0.00 | Other | 143.27 |
| 12111 South Wright Road | Wages | 1,521.75 | Add Ons | 0.00 | Deduct | 472.27 | Net | 1,049.48 |
| Eagle MI 48822 | |
| Phone: (517) 420-7099 | Heritage: White (not Hispanic/Latino) | Gender: Male |

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### This Job:  
8.00 | 324.64 | 83.04 | 80.80 | 11.20

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**Page 1**
<p>| Employee Name       | ID     | Work Classification | Pay Type | Hours Worked by Day | Timesheet Hours | Paid Hours | Pay Rate | Gross Pay | Fringe Rate | Check Number | Total Gross Pay | Social Security | Medi-care | Federal Tax | State Tax | Total Deduct | Net Pay    |
|---------------------|--------|---------------------|----------|---------------------|-----------------|------------|----------|-----------|-------------|--------------|----------------|-----------------|--------------|------------|-----------|----------|------------|----------|
| David M. Wohlscheid | 3482   | Foreman Glazer      | RT       | 7.00                | 7.00            | 7.00       | 31.50    | 220.50   | 0.00         | 10324        | 1,908.50       | 98.50          | 33.50      | 158.50    | 65.38    | 391.30     | 1,166.12  |
| Michael A. Mann     | 4899   | Glazer Hourly       | RT       | 7.00                | 7.00            | 7.00       | 31.50    | 220.50   | 0.00         | 10324        | 1,908.50       | 98.50          | 33.50      | 158.50    | 65.38    | 391.30     | 1,166.12  |
| Robert L. Gerr, Jr. | 4714   | Glazer Hourly       | RT       | 7.00                | 7.00            | 7.00       | 31.50    | 220.50   | 0.00         | 10324        | 1,908.50       | 98.50          | 33.50      | 158.50    | 65.38    | 391.30     | 1,166.12  |</p>
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</tbody>
</table>
June 26, 2019

Re: Cert Payroll -ICACS -111857 -DSI -Ing Co Vendor #41280

For week ending 6/29/19 we had no hours worked on the ICACS therefore we did not have certified payroll for that week.

Thank you,

Tami Rakestraw
DSI Acoustical Company
info@dsiacoustical.com

dsiacoustical.com
June 26, 2019

Re: Cert Payroll -ICACS -111857 -DSI -Ing Co Vendor #41280

For week ending 6/22/19 we had no hours worked on the ICACS therefore we did not have certified payroll for that week.

Thank you,

Tami Rakestraw
DSI Acoustical Company
info@dsiacoustical.com
# Payroll

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/w347/instr.htm)

**U.S. Department of Labor**  
Wage and Hour Division

**PAYROLL**

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/w347/instr.htm)

**NAME OF CONTRACTOR:**  
DS Vandal Inc.

**ADDRESS:**

1408 E. Viewmont Avenue, Laramie, WY 82070

**PAYROLL NO.:**

47

**PAY PERIOD BEGINNING:**

6/23/19

**PAY PERIOD ENDING:**

6/29/19

<table>
<thead>
<tr>
<th>NAME AND REGISTRATION NUMBER (if any), LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER OF PERSONS</th>
<th>DATE AND LENGTH OF WORK PERIOD</th>
<th>GROSS PAY PERIOD</th>
<th>FICA</th>
<th>STATE UNEMPLOYMENT TAX</th>
<th>OTHER DEDUCTIONS</th>
<th>TOTAL DEDUCTIONS</th>
<th>NET WAGES PAID</th>
<th>PERCENTAGE PAID</th>
</tr>
</thead>
<tbody>
<tr>
<td>On Mullavey</td>
<td>1.5</td>
<td>35.00</td>
<td>68.24</td>
<td>11.47</td>
<td>58.63</td>
<td>702.33</td>
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<tr>
<td>Matt Sandle</td>
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<td>35.00</td>
<td>68.24</td>
<td>11.47</td>
<td>58.63</td>
<td>702.33</td>
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</table>

**Public Refined Statement**

We estimate that it will take an average of 55 minutes to complete this activity, including time for reviewing instructions, searching existing data resources, gathering and maintaining the data needed, and completing and submitting the collection of information. If you have any comments regarding these estimates or any other aspect of this activity, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 3208, 200 Constitution Avenue, N.W., Washington, D.C. 20210.
<table>
<thead>
<tr>
<th>NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., NAME, NUMBER OF SOCIAL SECURITY NUMBER)</th>
<th>WORK CLASSIFICATION</th>
<th>NATURE OF WORK</th>
<th>OVERTIME RATE OF PAY</th>
<th>TOTAL HOURLY RATE</th>
<th>TOTAL HOURS</th>
<th>GROSS PAY</th>
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<th>FICA</th>
<th>SOCIAL SECURITY</th>
<th>MEDICAL</th>
<th>TOTAL DEDUCTIONS</th>
<th>NET PAY</th>
<th>HI T overhead</th>
<th>PAYROLL PERIOD</th>
<th>TOTAL PERIOD</th>
<th>WEEKLY PAYROLL</th>
<th>MONTHLY PAYROLL</th>
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<tr>
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<td>262.2</td>
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<tr>
<td>Hannah Neuens</td>
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<td>132.50</td>
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<td>240.00</td>
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<tr>
<td>Matt Sanders</td>
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**Public Burden Statement**

We estimate that it will take an average of 16 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing the burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S2000, 200 Constitution Avenue, N.W., Washington, D.C. 20210.
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</table>

**Notes:**
- Regular hours: 8:00 AM to 5:00 PM
- Overtime: any time worked after 40 hours in a week
- Base rate: $15.00 per hour
- Report any changes or additions to your manager immediately.

**Approval:**
- Payroll Department
- Department of Labor

**Date:** 02/06/2011

**Signature:**
[Signature]

**Department:**
[Department]

**Location:**
[Location]

**Project:**
[Project]
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wages paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

<table>
<thead>
<tr>
<th>EXCEPTION (CRAF)</th>
<th>EXPLANATION</th>
</tr>
</thead>
</table>

(2) That any payroll otherwise required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

NAME AND TITLE: Tiffany Jay  
Assistant Controller  
SIGNATURE: [Signature]

THE FALSE STATEMENT OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 101 OF TITLE 18 AND SECTION 331 OF TITLE 31 OF THE UNITED STATES CODE.
**U.S. Department of Labor**  
**Wage and Hour Division**

**PAYROLL**

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/w347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

**NAME OF CONTRACTOR**
Moore Troper Construction Co.

**NAME OF SUBCONTRACTOR**

**ADDRESS**

**FOR WEEK ENDING**
06/22/2019

**PROJECT AND LOCATION**
18-001-Ingham County Animal Shelter

**PROJECT OR CONTRACT NO.**

<table>
<thead>
<tr>
<th>PAYROLL NO.</th>
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<td>FOR WEEK ENDS</td>
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<td>18-001-Ingham County Animal Shelter</td>
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<td>PROJECT OR CONTRACT NO.</td>
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</tr>
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<table>
<thead>
<tr>
<th>(1)</th>
<th>Name and Individual Identifying number (e.g. last four digits of Social Security number) of worker</th>
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<tbody>
<tr>
<td></td>
<td>TOLBERT, SCOTT O</td>
</tr>
<tr>
<td></td>
<td>712 SPRUCE STREETulings, MI 48076</td>
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<table>
<thead>
<tr>
<th>(2)</th>
<th>Work Classification</th>
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<th>(3)</th>
<th># of Wk'S Exp'd</th>
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<thead>
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<th>Day and Date</th>
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<tr>
<td></td>
<td>06/18 06/17 06/16 06/15 06/14 06/13 06/12</td>
</tr>
<tr>
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<td>HOURS WORKED EACH DAY</td>
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<tr>
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<td>3.50 3.50 25.86</td>
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<table>
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<th>(5)</th>
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<th>(6)</th>
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<table>
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<th>(7)</th>
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<tr>
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<td>19.38 71.27</td>
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<th>(8)</th>
<th>Net Wages Paid For Week</th>
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While completion of Form 1099-47 is optional, it is mandatory for union contractors and subcontractors performing work on Federally funded or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.65. The Copeland Act (40 U.S.C. § 276a) requires contractors and subcontractors performing work on Federally funded or assisted construction contracts to furnish employees with copies of the wages paid each employee during the preceding week. The U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.65 require contracts to specify weeks as a way of stipulating to the Federal agency contracting for or financing the construction project, approved by a signed "Statement of Compliance" indicating that the payrolls are correct and that the required recordkeeping has been maintained. The information here has been paid not later than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and Federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Notice Statement

We estimate that it will take an average of 35 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U. S. Department of Labor, Room 2302, 200 Constitution Avenue, N. W., Washington, D. C. 20210.
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

<table>
<thead>
<tr>
<th>EXCEPTION (CRAFT)</th>
<th>EXPLANATION</th>
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</table>

(2) That any payroll otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

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(4) That:

   (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

   X In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

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   (c) EXCEPTIONS

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</tr>
</tbody>
</table>

REMARKS:

Final Report

NAME AND TITLE:  Tiffany Joy  
Assistant Controller

SIGNATURE:  /s/ Tiffany Joy

THE REPRESENTATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1091 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.
<table>
<thead>
<tr>
<th>(1) Name and Individual Identifying number (e.g. last four digits of Social Security number) of worker</th>
<th>(2) # of WH Weeks</th>
<th>(3) Work Classification</th>
<th>(4) Day and Date</th>
<th>(5) Total Hours Non-Hourly</th>
<th>(6) Rate of Pay</th>
<th>(7) Gross Amount Earned</th>
<th>(8) DEDUCTIONS</th>
<th>(9) Net Wages Payable for Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moore Troper Construction Co.</td>
<td>1</td>
<td>1</td>
<td>SUN MON TUE WED THU FRI SAT</td>
<td>00/09/06 00/10 00/11 00/12 00/13 00/14 00/15</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>No Work This Period</strong></td>
<td></td>
<td></td>
<td>HOURS WORKED EACH DAY</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

While completion of Form W-347 is optional, it is mandatory for certified subcontractors or subcontractors performing work on Federally-financed or assisted construction contracts to respond to the information contained in 29 C.F.R. §§ 3.5 & 5.3. The Contract Act (40 U.S.C. § 2644) requires contractors and subcontractors, performing work on Federally-financed or assisted construction contracts, to "submit weekly a claim with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(2) require contractors to submit weekly a copy of all payrolls to the federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each individual or mechanic has been paid no less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and Federal contracting agencies receiving this information review the information to determine that employers have relieved timely required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S562, 200 Constitution Avenue, N.W., Washington, D.C. 20210.
Date: 09/12/19  

I. Tiffany Joy  
(Name of signatory party)  

(Title)  

II.  

(Contractor or Subcontractor)  

Ingham County Animal Shelter  
(Building or Work)  

2nd day of June, 2019, and ending the 8th day of June, 2019  

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said  

Moore Trotter Construction Co.  
(from the full)  

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 964, 63 Stat. 108, 72 Stat. 997, 76 Stat. 357; 40 U.S.C. 3145), and described below:  

FICA, Medicare, Federal/State/Local Withholding Taxes, Building Fund Deduction, Dues Deduct  
Special Assessment Deduct, UBC Per Capita Deduction, Vacation  

(2) That the payroll records otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.  

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.  

(4) That:  

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS  

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.  

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH  

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.  

(c) EXCEPTIONS  

<table>
<thead>
<tr>
<th>EXCEPTION (CRAFT)</th>
<th>EXPLANATION</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

REMARKS:  

NAME AND TITLE:  
Tiffany Joy  
Assistant Controller  

SIGNATURE:  
Tiffany Joy  
Assistant Controller  

THE WITNESS, ACKNOWLEDGMENT OF ANY OF THE ABOVE SIGNATURES MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1051 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.
| Name and Individual Identifying number (e.g. last 4 digits of Social Security number) of worker | Work Classification | Earn Code | Total Hours | Gross Amount Earned | FICA | FED W/H | STATE W/H | STATE W/L | UNION DEDUCTIONS | OTHER DEDUCTIONS | Total Deductions | Net Wages Paid For Week |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TAMER, ROBERT A | Laborer | 03 | 02/09/2020 | 3.00 | 3.00 | 24.28 | 72.84 | 1,414.31 | 5.57 | 5.99 | 2.99 | 7.65 | 22.17 | 50.67 |
| HOLT, MI 48842 | Occupation | | HOURS WORKED EACH DAY | | | | | | | | | | | |
| **-**-**2303 | | | | | | | | | | | | | |
| TOLBERT, Scott O | Carpenter | REG | **-**-**0124 | **-**-**0124 | | | | | | | | | | |
| 712 SPRUCE STREET | Journeyman | | | | | | | | | | | | |
| OLIVET, MI 49076 | | | | | | | | | | | | | |

**Public Notice Statement**

We estimate that it will take an average of 35 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrative, Wage and Hour Division, OMB, U.S. Department of Labor, Room S3602, 200 Constitution Avenue, N.W., Washington, D.C. 20210.
(a) WHERE FRENCH BENEFITS ARE PAID TO APPLIED PLANS, FUNDS, OR PROGRAMS

(b) Plan number

c) Plan identification number

X (c) Plan or fund name

(d) Class of benefits

(e) Name and title

(f) Signature

(g) Remarks

(h) Exception (CPTD)

(i) Exception

(j) Where French Benefits Are Paid in Cash

(k) Action

(l) MRC/OA

(m) Signature

(n) Date

(o) (T1) Plan or funds of the person employed by

(p) MRC/OA

(q) Signature

(r) Date

(s) Action

(t) MRC/OA

(u) Signature

(v) Date
Date 05/29/19

I. Tiffany Joy
   Assistant Controller
   (Name of signatory party) (Title)

do hereby state:
   (1) That I pay or supervise payment of the persons employed by
       Moore Trooper Construction Co., on the
       Ingham County Animal Shelter: that during the payroll period commencing on the
       19th day of May, 2019, and ending the 25th day of May, 2019,
       all persons employed on said project have been paid the full weekly wages earned, that no rebates have
       been or will be made either directly or indirectly to or on behalf of said
       Moore Trooper Construction Co. from the full
       weekly wages earned by any person and that no deductions have been made either directly or indirectly
       from the full wages earned by any person, other than permissible deductions as defined in Regulations,
       Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Davis-Bacon Act, as amended (48

       FICA, Medicare, Federal, State, Local Withholding Taxes, Building Fund Deduction, Dues Deduct
       Special Assessment Deduct, UBC Per Capita Deduction, Vacation

       (2) That any payroll otherwise under this contract required to be submitted for the above period
       are correct and complete; that the wage rates for laborers or mechanics contained therein are not less
       than the applicable wage rates contained in any wage determination incorporated into the contract; that
       the classifications set forth therein for each laborer or mechanic conform with the work he performed.

       (3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
       program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
       Training, United States Department of Labor, or if no such recognized agency exists in a
       State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

       (4) That:
       (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS
           In addition to the basic hourly wage rates paid to each laborer or mechanic listed in
           the above referenced payroll, payments of fringe benefits as listed in the contract
           have been or will be made to appropriate programs for the benefit of such
           employees, except as noted in Section 4(c) below

   (b) WHERE FRINGE BENEFITS ARE PAID IN CASH

       Each laborer or mechanic listed in the above referenced payroll has been paid,
       as indicated on the payroll, an amount not less than the sum of the applicable
       basic hourly wage rate plus the amount of the required fringe benefits as listed
       in the contract, except as noted in Section 4(c) below.

   (c) EXCEPTIONS

       EXCEPTION (CRAFT) EXPLANATION


       REMARKS:

       NAME AND TITLE
       Tiffany Joy
       Assistant Controller

       Signature
       Tiffany Joy

       THE PERSON TO WHOM THIS NOTICE IS GIVEN IS SUBJECT TO CRIMINAL PENALTIES FOR FALSE OR MISLEADING STATEMENTS, OR FOR WITHHOLDING OF THE CONTRACT OR ANY SUBCONTRACT FOR VIOLATION OF ANY OF THE CONTRACT PROVISIONS. SEE SECTION 1801 OF TITLE 16 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.
# PAYROLL

**U.S. Department of Labor**
**Wage and Hour Division**

(For Contractor’s Optional Use; See Instructions at www.dol.gov/whd/forms/wh347Instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

**NAME OF CONTRACTOR**
Moore Troper Construction Co.

**PAYROLL NO.**
36

**FOR WEEK ENDING**
05/25/2019

**PROJECT AND LOCATION**
18-091-Ingham County Animal Shelter

<table>
<thead>
<tr>
<th>NAME AND INDIVIDUAL IDENTIFYING NUMBER</th>
<th># OF HOURS WORKED</th>
<th>PAYROLL WORKER’S CODE</th>
<th>SUNDAY</th>
<th>MONDAY</th>
<th>TUESDAY</th>
<th>WEDNESDAY</th>
<th>THURSDAY</th>
<th>FRIDAY</th>
<th>SATURDAY</th>
<th>TOTAL HOURS</th>
<th>NON-HOURLY</th>
<th>RATE</th>
<th>GROSS AMOUNT EARNED</th>
<th>FICA</th>
<th>FED W/H</th>
<th>STATE &amp; LOCAL W/H</th>
<th>UNION DEDUCTIONS</th>
<th>OTHER DEDUCTIONS</th>
<th>OTHER</th>
<th>TOTAL DEDUCTIONS</th>
<th>TOTAL WAGES PAID</th>
<th>NET WAGES PAID</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLEMETSEN, CHADWICK</td>
<td>S0</td>
<td>LABORER</td>
<td>REG</td>
<td>3.00</td>
<td>3.00</td>
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<td>10.19</td>
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<td>7.65</td>
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<td>50.50</td>
<td>3.04</td>
<td>2.75</td>
<td>7.65</td>
<td>21.41</td>
<td>30.95</td>
<td>53.14</td>
<td>149.34</td>
<td>51.88</td>
</tr>
<tr>
<td>TAMER, ROBERT A</td>
<td>M2</td>
<td>LABORER</td>
<td>REG</td>
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<td>21.41</td>
<td>30.95</td>
<td>53.14</td>
<td>149.34</td>
<td>51.88</td>
</tr>
<tr>
<td>TOLBERT, SCOTT O</td>
<td>S1</td>
<td>CARPENTER</td>
<td>REG</td>
<td>4.00</td>
<td>4.00</td>
<td>28.33</td>
<td>202.48</td>
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<td>TURNER, RICHARD J</td>
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<td>7.64</td>
<td>26.20</td>
<td>30.88</td>
<td>51.88</td>
<td>149.34</td>
<td>51.88</td>
</tr>
</tbody>
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### Notes:
- The填报 of Wages and Hours Worked must be made for each individual who was paid for work performed during the pay period.
- If an individual worked on more than one project, the wages and hours worked should be separated by project.
- The information must be accurate and complete to avoid any discrepancies.

**Public Notice Statement:**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Office of Information and Regulatory Affairs, U.S. Department of Labor, Room 2205, 200 Constitution Avenue, N.W., Washington, DC 20230.
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<tr>
<th>Employee</th>
<th>Trade</th>
<th>ANNUITY</th>
<th>APPRENT</th>
<th>HW</th>
<th>OTHER</th>
<th>PENS</th>
<th>VAC</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
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<td>Laborer Foreman</td>
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<td>5.400</td>
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<td>7.000</td>
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<td>13.250</td>
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<tr>
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<td>Laborer Journeymen</td>
<td>0.450</td>
<td>5.400</td>
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<td>515 - TOLBERT, SCOTT O</td>
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<td>1.120</td>
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<td>13.250</td>
</tr>
</tbody>
</table>
DEAR DESIREE COOK,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

<table>
<thead>
<tr>
<th>QUOTE #</th>
<th>QUOTE DATE</th>
<th>QUOTE REFERENCE</th>
<th>CUSTOMER #</th>
<th>GRAND TOTAL</th>
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<td>SPEAKER/ALGO</td>
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**QUOTE DETAILS**

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<th>EXT. PRICE</th>
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<tr>
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<tr>
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**PURCHASER BILLING INFO**

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<tr>
<td>PO BOX 219</td>
<td>MASON, MI 48854-0219</td>
<td>Phone: (517) 678-7273</td>
<td>Payment Terms: Net 30 Days-Govt State/Local</td>
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**DELIVER TO**

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<tbody>
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<tr>
<td>INGHAM COUNTY HILLIARD BLDG INNOVATION &amp; TECHNOLOGY DEPT</td>
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<tr>
<td>121 E MAPLE ST</td>
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<tr>
<td>3RD FL</td>
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<tr>
<td>MASON, MI 48854-1555</td>
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<tr>
<td>Shipping Method: DROP SHIP-GROUND</td>
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</tr>
</tbody>
</table>

**Need Assistance? CDW•G SALES CONTACT INFORMATION**

Sean Bergquist | (877) 325-3701 | seanb@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at [https://www.cdw.com/content/terms-conditions/product-sales.aspx](https://www.cdw.com/content/terms-conditions/product-sales.aspx) For more information, contact a CDW account manager.

© 2019 CDW•G LLC, 200 N Milwaukee Avenue, Vernon Hills, IL 60061 | 800.888.4239
### INVOICE

**Account Number:** 1523  
**Invoice Number:** 1523  
**Invoice Date:** Jul 29, 2019  
**Page:** 1

---

**Bill To:**  
Ingham County Building Authority  
Ingham County Courthouse  
PO Box 319  
Mason, MI 48854

**Ship to:**  
Ingham County Courthouse  
PO Box 319  
Mason, MI 48854

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<th>Due Date</th>
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<tbody>
<tr>
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<td>Airborne</td>
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<td>8/28/19</td>
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<th>Item</th>
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<td>6.00</td>
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Richard Terrill, Director  
Ingham County Facilities Department  
121 E. Maple Street  
P.O. Box 319  
Mason, Michigan 48854

Re: Architect Services Agreement for New Ingham County Justice Complex Project

Dear Mr. Terrill:

Enclosed are two copies of the AIA Document B133-2014 Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition to be entered into between the Building Authority and Boarman Kroos Vogel Group, Inc. (Architect). Under this Agreement, the Architect shall perform its services in conjunction with the services of a Construction Manager selected by the Building Authority. The scope of the Architect’s basic services are set forth in the Agreement’s Section 3.1 and shall include Schematic Design Phase Services described in Section 3.3, Design Development Phase Services described in Section 3.4, Construction Documents Phase Services described in Section 3.5 and Construction Phase Services described in Section 3.6. The term of the Agreement commences on the date stated in the introductory paragraph on page 1 (i.e. August 5, 2019) with construction scheduled to commence May 20th and substantial completion by May 20, 2022. The total sum to be paid the Architect for basic services described under the Agreement’s Article 3 is $2,633,850.00.

As I mentioned during our telephone conversation on August 6th, in the Agreement’s Section 3.6.6.1 reference is made in the last sentence to final “observation” which should have been changed to “inspection.” As I advised you, you should bring this to the Building Authority’s attention and a decision made as to whether use of the term “observation” is acceptable or if it should be replaced by the word “inspection.” If replacing the word “observation” with “inspection” is what is agreed upon, then the change should be written in the Agreement’s Section 3.6.6.1 and said change initiated by the authorized representatives of both the Building Authority and the Architect.

If the enclosed Agreement is satisfactory and approved by the Building Authority, you may proceed to obtain the signatures necessary for the execution of both of the enclosed Agreement copies. When the Agreement has been fully signed, please e-mail a copy thereof to my assistant Nicole Moles at nmoles@estmlaw.com for insertion into electronic file.
August 7, 2019
Page 2

In compliance with Resolution No. 19-169 passed April 30, 2019, all Agreements must be executed in accordance with the County’s Contract Procedures.

If you have any questions with regards to the enclosed Agreement, do not hesitate to contact me.

Very Truly Yours,

COHL, STOKER & TOSKEY, P.C.

[Signature]
Robert D. Townsend

RDT/nam
Enclosure
cc: Lindsey Lubahn, Ingham County Facilities Secretary
Mattis D. Nordfjord, Chairperson, Ingham County Building Authority
Timothy J. Dolehanty, Secretary, Ingham County Building Authority

N:\ClientIngham\Building_Authority\Correspondence\Terrill\Ltr re New Justice Complex Contract Documents - Final.doc
AGREEMENT made as of the fifth day of August in the year two thousand nineteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Ingham County Building Authority
Ingham County Courthouse
P.O. Box 319
Mason, Michigan 48854

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

Boarman Kroos Vogel Group, Inc. dba BKV Group
222 N. 2nd Street, Suite 101
Minneapolis, Minnesota 55401

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

New Ingham County Justice Complex, 630 North Cedar Street, Mason, MI 48854
Design of a new justice complex that will be inclusive of a new Sheriff's
Office, County Jail, and 55th District Court to be built on the campus where the current
facilities are located

The Construction Manager (if known):
(Name, legal status, address and other information)

The Construction Manager at Risk (CMR) has not yet been selected. The Architect will
assist the Owner in identifying, interviewing, and selecting a qualified CMR.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also
have revised the text of the original AIA standard form. An Additions and
Deletions Report that notes added information as well as revisions to the
standard form text is available from the author and should be reviewed. A
vertical line in the left margin of this document indicates where the author
has added necessary information
and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents
A201™-2007, General Conditions of the Contract for Construction;
A133™-2009 Standard Form of Agreement Between Owner and
Construction Manager as
Constructor where the basis of payment is the Cost of the Work Plus
a Fee with a Guaranteed Maximum Price; and A134™-2009 Standard
Form of Agreement Between Owner
and Construction Manager as
Constructor where the basis of payment is the Cost of the Work Plus
a Fee without a Guaranteed
Maximum Price. AIA Document
A201™-2007 is adopted in this
document by reference. Do not use
with other general conditions unless this
document is modified.
TABLE OF ARTICLES

1 INITIAL INFORMATION
2 ARCHITECT'S RESPONSIBILITIES
3 SCOPE OF ARCHITECT'S BASIC SERVICES
4 ADDITIONAL SERVICES
5 OWNER'S RESPONSIBILITIES
6 COST OF THE WORK
7 COPYRIGHTS AND LICENSES
8 CLAIMS AND DISPUTES
9 TERMINATION OR SUSPENSION
10 MISCELLANEOUS PROVISIONS
11 COMPENSATION
12 SPECIAL TERMS AND CONDITIONS
13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION
§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

The Owner's program for the project will be developed by the Architect during the Programming and Concepts Phase of the project and will include: 1) Reviewing the existing documentation from previous studies, 2) Work with owner to finalize functional relationships, special requirements, building functions, and growth projections, 3) Develop final space list and functional requirement of spaces for the Sheriff's Office, Jail, 55th District Court, Emergency Management and limited portions of the Circuit Court.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Total project cost of Seventy Million One Hundred Thousand Dollars ($70,100,000) with a construction budget of approximately Fifty-Eight Million Five Hundred Thousand Dollars ($58,500,000) Construction Budget for the new Justice Complex. The Architect acknowledges that the Owner's budget cannot be exceeded and it shall work with the Owner to develop a Facility Program and Conceptual Design during the Program/Concept Phase to meet the Owner's budget.

Init.
§ 1.1.4 The Owner’s anticipated design and construction schedule:

1. Design phase milestone dates, if any:
   - Programming/Concept Phase: 14-weeks
   - Schematic Design Phase: 10-weeks
   - Design Development: 10-weeks
   - Construction Documents Phase: 17-weeks

2. Commencement of construction:
   - May 2020

3. Substantial Completion date or milestone dates:
   - May 2022

4. Other:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[X] AIA Document A133—2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[ ] AIA Document A134—2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track scheduling or phased construction are set forth below:
(List number and type of bid/procurement packages.)

Project and Construction Schedule to be determined later by mutual agreement once a construction manager has been selected.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as the Owner’s sustainable objective, if any, or historic preservation requirements.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

Tom Shanley
Kramer Management Group, Inc.
1305 S. Washington Ave, Suite 101
Lansing, MI 48910
tom.shanley@kramermg.com
(517) 999-9193

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address and other information.)
§ 1.1.10 The Owner will retain the following consultants:
(List name, legal status, address and other information.)

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1)

Anticipate selection of CMR at the end of the Programming / Conceptual Design Phase, no later than the start of Schematic Design Phase.

.2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.3.6, 3.3.7, 3.4.2, 3.4.3, 3.5.4, 3.5.5, 5.4, 6.3.1, 6.4 and 11.6.)

Not Applicable

.3 Land Surveyor:

Not Applicable

.4 Geotechnical Engineer:

To Be Determined

.5 Civil Engineer:

Not Applicable

.6 Other consultants:
(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

The Owner will retain a testing agency to assist during construction. This firm would be an independent 3rd party to review earthwork compaction, concrete, steel and other installed work to verify all work is being installed per the contract document requirements. The Architect will review the test results and advise the Owner if the results fail to verify that the work is installed per the contract document requirements.
§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Henry Pittner, AIA
BKV Group
209 S. LaSalle Street, Suite 920
Chicago, IL 60604
P: 312-525-3367
E: hpittner@bkvgroup.com

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Programmer / Operations:

Research Design Solutions, LLC
2729 Cherokee Run
New Haven, IN 46774

.2 Mechanical / Plumbing / Electrical / Fire Protection / IT / Energy Model Engineer:

Matrix Consulting Engineers
1601 E Grand River
Lansing, MI 48906

.3 Site / Civil, Surveying, Ground Penetrating Radar, Landscape Architecture, Demolition Engineer:

Fleis & VandenBrink
2960 Lucerne Drive SE, Suite 100
Grand Rapids, MI 49546

.4 Cost Estimator #1:

Granger Construction
6267 Aurelius Road
Lansing, MI 48911-4230

.5 Cost Estimator #2:

CCS International
1815 South Meyers Road, Suite 1070
Oak Brook Terrace, IL 60181

.6 Staffing Consultant:

CRS, Incorporated
925 Johnson Drive
Gettysburg PA 17325

.7 Mental / Behavioral Health Consultant:

Margaret Severson
1545 Lilac Lane; 120 Twente Hall
Lawrence, Kansas 66045
.8 Security Electronics Consultant:
Security Automation Systems, Inc.
8739 Castle Park Dr
Indianapolis, IN 46256

.9 Food Service / Laundry Design Consultant:
S1 Food Service.
231 Homewood Drive
Bolingbrook, IL 60440

.10 Building Envelop Consultant:
Heitmann & Associates
14500 S. Outer Forty Rd., Suite 110
St. Louis, MO 63017-5736

§ 1.1.12.2 Consultants retained under Additional Services:
None

§ 1.1.13 Other Initial Information on which the Agreement is based:

1) County of Ingham, Request for Proposals (RFP), Packet #73-19, Architectural and Engineering Services – Ingham County Justice Complex,
2) Addendum #1
3) Addendum #2
4) Addendum #3

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect’s services and the Architect’s compensation.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect represents that it is properly licensed in the State of Michigan to provide architectural services and shall retain engineers that are properly licensed in the State of Michigan to provide engineering services.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner’s knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect’s professional judgment with respect to this Project.
§ 2.6 Insurance. The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3. All insurance coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and who are acceptable to the Owner and have a A.M. Best Company’s (www.ambest.com) Insurance Reports of either A+ (Superior), or A or A- (Excellent).

§ 2.6.1 Commercial General Liability: The Architect shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence and/or aggregate with a $5,000,000 umbrella for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable; (F) Per contract aggregate.

§ 2.6.2 Automobile Liability: The Architect shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including applicable No-Fault coverage’s, with limits of liability of not less than $1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.6.1 and 2.6.2.

§ 2.6.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits of not less than Five Hundred Thousand Dollars ($ 500,000).

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, The Contractor shall procure and maintain during the life of this contract, Professional Liability insurance in an amount not less than $1,000,000 per claim and/or aggregate with a $5,000,000 on a claims made basis. If this policy is Claims Made Form, then the Architect shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of three (3) years after the termination of this contract.

§ 2.6.6 The Owner shall be an additional insured on the Architect’s primary and excess insurance policies for Commercial General Liability and Automobile Liabilities described in 2.6.1 and 2.6.2, shall include an endorsement stating the following shall be "Additional Insured’s: The Ingham County Building Authority, County of Ingham, including all County of Ingham’s elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees, and volunteers thereof. Contractor shall also include the Owner’s Representative Kramer Management Group as an Additional Insured on all insurance policies provided under this Agreement. The coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess." The appropriate boxes must be check under the "Add Insr" heading on the Certificate of Insurance.

§ 2.6.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner and other parties identified in Section 2.6.6 as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies. The Architect shall provide two (2) copies of the aforementioned Certificates of Insurance and Policies, acceptable to the County. If so requested, certified copies of all policies will be furnished. The Contractor shall provide the County evidence that all subcontractors are included under the contractor’s policy.

§ 2.6.8 All insurance described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Ingham County Purchasing Department, P.O. Box 319, Mason, Michigan 48854.

§ 2.6.9 If any of the above coverage’s expires during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the County of Ingham at least ten (10) days prior to the expiration date.
§ 2.6.10 The Architect shall be responsible for paying any deductibles in the insurance coverages it is required to maintain in Sections 2.6.1, 2.6.2, 2.6.4, and 2.6.5.

ARTICLE 3 SCOPE OF ARCHITECT’S BASIC SERVICES

§ 3.1 The Architect’s Basic Services consist of those described in Article 3 and include:
1. Architectural design
2. Structural engineering
3. Mechanical engineering
4. Plumbing engineering
5. Fire Protection performance specifications
6. Electrical engineering
7. Topographical and Boundary Survey
8. Ground Penetrating Radar (GPR) Survey
9. Civil engineering
10. Landscape design
11. Demolition Engineering and Demolition Oversight
12. Security systems (access control, audio/visual and surveillance)
13. Building information technologies
14. Exterior building envelope consultant
15. Energy modeling and building analysis
16. Vertical transportation design and engineering
17. ADA design
18. Code compliance
19. Interior design
20. Furniture, fixtures and equipment (“FF&E”) specification and selection
21. Food Service
22. Conceptual Estimating
23. Sustainability- best practices but no formal certification

Services not set forth in this Article 3 and Article 4 (as noted as included in base fee) are Additional Services.

§ 3.1.1 The Architect shall manage the Architect’s services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner’s consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner’s consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect’s services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect’s services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner’s review, (2) for the Construction Manager’s review, (3) for the performance of the Construction Manager’s Preconstruction Phase services, (4) for the performance of the Owner’s consultants, and (5) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect’s services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect’s services.

§ 3.1.5 Once the Owner, Construction Manager, and Architect agree to the time limits established by the Project schedule, the Owner and Architect shall not exceed them, except for reasonable cause.
§ 3.1.6 The Architect shall not be responsible for an Owner’s directive or substitution, or for the Owner’s acceptance of non-conforming work, made without the Architect’s approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner’s responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.9 The Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including invert and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.10 While the Owner may bring in vendor design-assist partners, Architect shall remain the Architect/Engineer of Record for all disciplines listed in Section 3.1.

§ 3.1.11 The Owner shall engage commissioning, testing, and quality assurance service providers directly. The Architect shall be responsible for coordinating design work with, but not services of, vendors.

§ 3.2 Evaluation of the Construction Manager’s Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 Prior to the Owner’s acceptance of the Guaranteed Maximum Price proposal or Control Estimate, as applicable, the Architect shall consider the Construction Manager’s requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

§ 3.2.2 During one of the design phases, the Owner will receive a Guaranteed Maximum Price proposal or Control Estimate, as appropriate, from the Construction Manager. The Architect shall assist the Owner in reviewing the Construction Manager’s proposal or estimate. The Architect’s review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager’s proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.3 Upon authorization by the Owner, and subject to Section 4.3.1.15, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect’s services.

§ 3.3.2 The Architect shall prepare a facility program, perform site and facility due diligence and prepare conceptual design with preliminary cost estimates for review and approval by Owner as an initial component of Schematic Design.

§ 3.3.2.1 Field Verification of Facilities.
After reviewing any available documents, Architect shall perform a visual survey and interview Ingham County Facilities Staff regarding development of an assessment of the current jail and courthouse building systems to determine the remaining service life. Systems that will be reviewed include: building envelop, mechanical, plumbing and electrical systems. Documentation of the survey shall include repair/ replacement narratives and costs.
Additionally, Owner shall field verify conditions of any potential existing building areas or components that Owner propose for re-use on the project.

§ 3.3.2.2 Site Evaluation.
Architect shall provide the due diligence required to evaluate the opportunities and constraints of the site. The work will provide the context and criteria for the development of the site as part of the conceptual design. The work shall include a report with record drawings and documentation of the following existing conditions:

.1. Topographic and Boundary Survey
.2. Articulate storm water requirements, soil erosion control and drainage requirements
.3. Locating site utilities coming to the site and within the site. Use ground penetrating radar to locate utilities within the boundaries of the site; assess the quantity and capacity of the utilities available to the site.

§ 3.3.2.3 Facility Programming.
Architect shall develop a facility program

.1 Architect shall review the previously performed programming and needs assessment information as a starting point to the re-programming of the facility.

.2 Architect shall also tour each existing facility, mapping each stakeholder group in the space they occupy.

.3 Architect to interview each stakeholder group in individual departmental work sessions and discuss with each stakeholder group their unique goals and objectives for the Project to validate the current program, current and future functions and operations, staffing, type of work spaces required, required adjacencies, and future requirements.

.4 Develop Final Report to include the space list, functional relationships, and special considerations.

.5 Architect shall present (8) eight interactive workshops with Owner and/or Stakeholders that will establish the guiding principles of the design. Topics shall include: Housing Unit Concepts; Intake, Transfer, Release; Behavioral Health; Staffing; Courtroom; Sustainability; Site Constraints / Opportunities; and Budget.

.6 Cost Estimating. Once the facility program has been confirmed, Architect to develop the costs on a square foot basis by components identified to be sure that the program and costs are in alignment.

§ 3.3.3 The Architect shall present its Program and Conceptual Design to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, to reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner’s approval, a preliminary design illustrating the scale and relationship of the Project components and a summary of hard and soft construction costs demonstrating compliance with the Owner’s budget.

§ 3.3.5 Based on the Owner’s approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner’s approval and the Construction Manager’s review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be described in a written Basis of Design Narrative.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the Owner’s program, schedule and budget for the Cost of the Work. The Owner may obtain other sustainable design services under Article 4.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner’s schedule and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.
§ 3.3.7 Upon receipt of the Construction Manager’s review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project’s size, quality, or budget, and request the Owner’s approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager’s agreement with the Owner.

§ 3.4 Design Development Phase Services
§ 3.4.1 Based on the Owner’s approval of the Schematic Design Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner’s approval and Construction Manager’s review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include updated narrative specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Owner’s representative(s) and Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager’s information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner’s approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services
§ 3.5.1 Based on the Owner’s approval of the Design Development Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner’s approval and the Construction Manager’s review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Owner’s representative(s) and Construction Manager to review the Construction Documents.
§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and obtain the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner's and the Architect's representatives both sign the modified AIA Document A201-2017.

§ 3.6.1.2 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or the Owner's issuance of a Notice to Proceed to the Construction Manager. Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have a limited authority to act on behalf of the Owner only to the extent expressly provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction methods, means, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions and those of Architect's Consultants and subcontractors, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work. The Architect shall, however, be responsible for notifying the Owner of the events set forth in Sections 3.6.1.3.1 through 3.6.1.3.3 from the performance of its responsibilities under this Agreement. Sections 3.6.1.3.1 through 3.6.1.3.3 are as follows:

1. Defects and/or errors in construction means, methods, techniques, sequences or procedures in connection with the Work or the Contractor's schedule.

2. Failure of the Construction Manager or subcontractors to carry out the Work in accordance with the Contract Documents.

3. Acts or omissions of the Construction Manager, subcontractors, or their agents or employees which are contrary to the requirements of the Contract Documents, federal, State or local laws, ordinances, rules or regulations that may result in liability to the Owner.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work. Such field reports shall be submitted to the Owner in writing and within 72 hours of the site visit. Reports shall indicate any deficiencies or nonconformance to the Project requirements and Architect shall document the remedies to such deficiencies.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201—2007, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager
§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and observations, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Construction Manager’s right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals
§ 3.6.4.1 The Architect shall review the Construction Manager’s submittal schedule and shall not unreasonably delay or withhold approval. The Architect’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect’s professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager’s responsibility. The Architect’s review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional’s seal and signature when submitted to the Architect. The Architect

Init. /
shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents. The Architect will utilize the software program(s) of the Owner's and Construction Manager's choosing for document management.

§ 3.6.5 Changes in the Work
§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion
§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final observation indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES
§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)
<table>
<thead>
<tr>
<th>Services</th>
<th>Responsibility (Architect, Owner or Not Provided)</th>
<th>Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 4.1.1  Assistance with selection of the Construction Manager</td>
<td>Architect – Base</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.2  Programming (B207™.2009)</td>
<td>Architect – Base</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.3  Multiple preliminary designs</td>
<td>Architect – Base</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.4  Measured drawings</td>
<td>Architect – Base</td>
<td>As required for buildings or portions of buildings to remain</td>
</tr>
<tr>
<td>§ 4.1.5  Existing facilities surveys</td>
<td>Not provided</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.6  Site evaluation and planning</td>
<td>Architect - Base</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.7  Building information modeling</td>
<td>Architect - Base</td>
<td>Standard 3D BIM</td>
</tr>
<tr>
<td>§ 4.1.8  Civil engineering</td>
<td>Architect - Base</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.9  Landscape design</td>
<td>Architect - Base</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.10  Architectural interior design</td>
<td>Architect - Base</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.11  Value analysis (B204™-2007)</td>
<td>Not provided</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.12  Detailed cost estimating</td>
<td>Not provided</td>
<td>Cost Estimating provided for programming and concept design phase only</td>
</tr>
<tr>
<td>§ 4.1.13  On-site project representation (B207™.2008)</td>
<td>Not provided</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.14  Conformed construction documents</td>
<td>Architect - Base</td>
<td>For consolidation of permit comments, addendums, ASI.</td>
</tr>
<tr>
<td>§ 4.1.15  As-designed record drawings</td>
<td>Architect - Base</td>
<td>Consolidated record BIM model with coordination updates during construction</td>
</tr>
<tr>
<td>§ 4.1.16  As-constructed record drawings</td>
<td>Not provided</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.17  Post occupancy evaluation</td>
<td>Architect - Base</td>
<td>11-month walk-through of facility to review and warranty items</td>
</tr>
<tr>
<td>§ 4.1.18  Facility support services (B210™-2007)</td>
<td>Not provided</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.19  Tenant-related services</td>
<td>Not provided</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.20  Coordination of Owner’s consultants</td>
<td>Architect – Base</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.21  Telecommunications/data design</td>
<td>Architect – Base</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.22  Security design and planning</td>
<td>Architect - Base</td>
<td>Infrastructure design only – Owner to provide head-end design, computer services, desktop computers, hand-sets, etc.</td>
</tr>
<tr>
<td>(Row deleted)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>§ 4.1.23  Commissioning (B211™.2007)</td>
<td>By Owner</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.24  Extensive environmentally responsible design</td>
<td>Not provided</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.25  LEED® certification (B214™.2012)</td>
<td>Not provided</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.26  Historic preservation (B205™-2007)</td>
<td>Not provided</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.27  Furniture, furnishings, and equipment design</td>
<td>Architect-Base</td>
<td></td>
</tr>
</tbody>
</table>

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. It is, however, expressly understood and agreed that no additional service(s) shall be provided unless said service(s) and the cost for said services has been specifically pre-approved by the Owner. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.
§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:

1. Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;

2. Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager’s estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner’s budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;

3. Services necessitated by the Owner’s request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

4. Changing or editing previously prepared Instruments of Service necessitated by the unforeseen enactment or revision of codes, laws or regulations, or official interpretations;

5. (Paragraphs deleted)

Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager after completion of the construction documents;

6. Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

7. Consultation concerning replacement of Work resulting from fire or other cause during construction;

8. Assistance to the Initial Decision Maker, if other than the Architect;

9. Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;

10. Services necessitated by the Owner’s delay in engaging the Construction Manager; and

11. Making revisions in Drawings, Specifications, and other documents resulting from submittals included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

1. Reviewing a Construction Manager’s submittal out of sequence from the submittal schedule mutually agreed to by the Architect and Construction Manager, or as otherwise required to meet the project schedule due to material or other lead-time issues necessitating a submittal sequence;

2. Responding to the Construction Manager’s unreasonable or unfounded requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager within the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;

(Paragraphs deleted)

To the extent the Architect’s Basic Services are affected, providing Construction Phase Services 90 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified at the time of establishing a GMP, whichever is earlier for the purpose of reviewing punch list. Owner to compensate Architect for additional services if construction phase services are extended due to the construction period extending past the established Substantial Completion target date.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

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User Notes:

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ARTICLE 5  OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The Architect will be responsible for establishing a facility program for the Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsurface conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that
its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.8 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 5.10 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect’s Instruments of Service.

§ 5.11 The Owner shall contemporaneously provide the Architect with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents. Communications by and with the Architect’s consultants shall be through the Architect.

§ 5.12 Before executing the Contract for Construction, the Owner shall coordinate the Architect’s duties and responsibilities set forth in the Contract for Construction with the Architect’s services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.13 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

(Paragraph deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Managers’ general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner’s budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner’s budget for the Cost of the Work represent the Architect’s judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager’s inaccuracies or incompleteness in preparing cost estimates. The Architect shall review the Construction Manager’s estimates and accept them as reasonable prior to proceeding into any subsequent design phase. Such acceptance shall be submitted to the Owner in writing. The Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager’s cost estimates and the Architect’s cost estimates, the Architect shall work cooperatively with the Construction Manager to conform the cost estimates to one another.

§ 6.3.2 Subject to Section 4.3, if the Owner engages a Cost Consultant and a discrepancy exists between the Construction Manager’s estimate and the Cost Consultant’s estimate, the Architect shall assist the Cost Consultant and Construction Manager as necessary to conform the estimates to one another.
§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager’s estimate of the Cost of the Work exceeds the Owner’s budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project’s size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager’s estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner’s budget for the Cost of the Work, the Owner shall

  .1 give written approval of an increase in the budget for the Cost of the Work;
  .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
  .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner’s budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect’s modification of the Construction Documents shall be the limit of the Architect’s responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager’s subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner’s budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Owner acknowledges that the Drawings, Plans, Specifications, and other documents prepared by the Architect and/or the Architect’s consultants are instruments of the Architect’s and its consultants’ professional services for use solely with respect to the Project construction and the maintenance, alteration and additions to the facilities constructed under the Project. Nevertheless, the Drawings, Plans, Specifications and other documents prepared by the Architect and the Architect’s consultants for the Project shall become the property of the Owner upon payment in full of all monies due to the Architect under this Agreement and may be used by the Owner for purposes of maintenance, alterations and additions to the facilities constructed under the Project. The Owner, however, may not use or authorize anyone else to use the Instruments of Services at any location other than the site of the Project without the prior written consent of the Architect.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect’s Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect’s consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner’s consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. The license also permits the submission or distribution of the Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project. When Architect has been paid in full for all services rendered under this Agreement up to the effective date of termination, the license set forth in this Section 7.3 shall cease and the Owner shall become the sole owner and shall have full title to and rights of ownership and use of the Instruments of Service subject to the restrictions set forth in Section 7.2.

(Paragraph deleted)
§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner’s sole risk and without liability to the Architect and the Architect’s consultants. Unauthorized use shall include changes to the instruments not approved by the Architect or any use on any project for which they were not prepared by the Architect.

ARTICLE 8 CLAIMS AND DISPUTES
§ 8.1 General
§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable State of Michigan law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 The Architect shall, at its own expense, protect, indemnify and hold harmless the Ingham County Building Authority, the County of Ingham, Ingham County’s elected and appointed officers, employees and agents, from third party claims, damages, costs, lawsuits and expenses that they may incur to the extent they arise out of or from any violations of federal or State of Michigan laws, rules or regulations, intentional torts, or negligent acts or omissions of the Architect or the Architect’s consultants or any employees or agents of the Architect or the Architect’s consultants which may arise out of this Agreement.

§ 8.1.3 Pursuant to Act No. 165 of the Michigan Public Acts of 1966 (MCL 691.991), as amended, the responsibility for indemnification set forth in Section 8.1.3 shall be limited to the degree of fault of the Architect, Architect’s consultants, and the employees and agents of the Architect and Architect’s consultants.

§ 8.1.4 The Architect’s indemnification responsibilities under Section 8.1.3 shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the Ingham County Building Authority, the County of Ingham or County of Ingham’s elected and appointed officers, employees or agents by the insurance coverage obtained and/or maintained by the Architect or any of the Architect’s consultants, pursuant to the requirements of this Agreement.

§ 8.2 Mediation
§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the (Paragraphs deleted) methods of dispute resolution shall be as set forth in Section 8.3.
§ 8.3 FINAL RESOLUTION OF DISPUTES

§ 8.3.1 If the Owner and Architect are unable to resolve a dispute in mediation, either party may seek in a Michigan court of competent jurisdiction any remedies available in law and/or in equity to resolve the dispute.

§ 8.3.2 This Agreement and all disputes shall be subject to and construed in accordance with the laws of the State of Michigan.

§ 8.3.3 The venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to a federal court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

§ 8.3.4 The Owner and the Architect may, if they mutually agree in writing signed by their authorized representatives, submit a Claim, dispute or other matter in question arising out of or relating to this Agreement or breach thereof that they specify in said Agreement to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect or other rules of arbitration in which they may mutually agree. The venue for such arbitration shall be in Ingham County, Michigan.

§ 8.3.5 If the Owner and Architect mutually agree to settle a Claim, dispute or other matter in question between them by arbitration, the award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.6 It is expressly understood and agreed that any agreement to submit a particular Claim, dispute or matter to arbitration shall apply only to that particular Claim, dispute or matter and shall not be binding upon any other Claims, disputes or matters which may arise between the Owner and Architect.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, and such failure is not due to unsatisfactory performance of the Architect’s duties under this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give fourteen (14) days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension. The Project’s time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days’ written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days’ written notice to the Architect for the Owner’s convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due. Should the project be terminated at any time by the Owner prior to completion of any phase, the Architect will receive one hundred (100%) percent of any phase of any work properly completed and a prorated portion commensurate with the percentage complete of any phase of any work properly and partially performed prior to and up to the date of project termination.
§ 9.7 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

(Paragraph deleted)

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201—2007, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201—2007 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) where disclosure is required by law or court order.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Lump Sum of two million six hundred thirty-three thousand eight hundred and fifty dollars ($2,633,850).

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)
Any additional work as requested by the Owner or as required to execute the Project (with the Owner’s written consent) will be negotiated in writing with the Owner based on BKV Group’s 2019 hourly rate schedule for employees/disciplines.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

To be negotiated based on BKV Group’s 2019 hourly rate schedule for employees/disciplines.

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schematic Design Phase</td>
<td>35%</td>
</tr>
<tr>
<td>Design Development Phase</td>
<td>20%</td>
</tr>
<tr>
<td>Construction Documents Phase</td>
<td>20%</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>25%</td>
</tr>
</tbody>
</table>

Total Basic Compensation: one hundred percent (100%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as contractor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the Owner-accepted Guaranteed Maximum Price Amendment or Control Estimate, as applicable, or (2) if the Guaranteed Maximum Price proposal or Control Estimate has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be fixed for the duration of the Project.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Architect

MANAGEMENT

Managing Partner ........................................ $225 - $285
Senior Project Manager ...................................... $200 - $225
Project Manager ........................................... $150 - $185

ARCHITECTURE

Senior Project Architect .................................. $140 - $145
Senior Architectural Designer .............................. $140 - $200
Project Architect III ...................................... $125 - $130
Project Architect II ....................................... $120 - $125
Project Architect I ........................................ $110 - $115
Architectural Designer III ................................. $115 - $120
Architectural Designer II ................................. $90 - $100

Init. /
<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural Designer</td>
<td>$80 - $90</td>
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<tr>
<td>Interns/Model Builders</td>
<td>$50 - $75</td>
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<tr>
<td><strong>LANDSCAPE ARCHITECTURE</strong></td>
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<tr>
<td>Senior Landscape Architect</td>
<td>$130 - $155</td>
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<tr>
<td>Landscape Architect II</td>
<td>$120 - $130</td>
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<tr>
<td>Landscape Architect III</td>
<td>$110 - $120</td>
</tr>
<tr>
<td>Landscape Designer II</td>
<td>$110 - $125</td>
</tr>
<tr>
<td>Landscape Designer I</td>
<td>$95 - $105</td>
</tr>
<tr>
<td>Landscape Designer II</td>
<td>$80 - $90</td>
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<tr>
<td><strong>INTERIOR DESIGN</strong></td>
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<tr>
<td>Partner/Senior Interior Designer</td>
<td>$220 - $225</td>
</tr>
<tr>
<td>Senior Interior Designer</td>
<td>$125 - $130</td>
</tr>
<tr>
<td>Interior Designer III</td>
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<td>$90 - $100</td>
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<tr>
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<td>$80 - $90</td>
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<tr>
<td><strong>MECHANICAL</strong></td>
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</tr>
<tr>
<td>Partner/Senior Mechanical Engineer</td>
<td>$215 - $220</td>
</tr>
<tr>
<td>Senior Mechanical Engineer</td>
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<tr>
<td>Senior Mechanical Designer</td>
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<td>Mechanical Engineer I</td>
<td>$130 - $135</td>
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<td>Mechanical Designer III</td>
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<tr>
<td>Mechanical Designer II</td>
<td>$90 - $100</td>
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<td>$80 - $90</td>
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<tr>
<td><strong>ELECTRICAL</strong></td>
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<td>Partner/Senior Electrical Engineer</td>
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<td>Senior Electrical Engineer</td>
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<tr>
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<tr>
<td>Electrical Engineer I</td>
<td>$125 - $130</td>
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<tr>
<td>Electrical EIT</td>
<td>$95 - $100</td>
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<tr>
<td>Electrical Designer III</td>
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<td>Electrical Designer II</td>
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<td>Electrical Designer I</td>
<td>$80 - $90</td>
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<tr>
<td><strong>STRUCTURAL</strong></td>
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<td>Structural Engineer I</td>
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<td>Structural EIT</td>
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<tr>
<td>Structural Designer III</td>
<td>$110 - $120</td>
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<td>Structural Designer II</td>
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<td><strong>CONSTRUCTION ADMINISTRATION</strong></td>
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<tr>
<td>Construction Administrator III</td>
<td>$130 - $140</td>
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<tr>
<td>Construction Administrator II</td>
<td>$120 - $130</td>
</tr>
<tr>
<td>Construction Administrator I</td>
<td>$100 - $110</td>
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<tr>
<td><strong>ARCHITECTURAL SPECIALISTS</strong></td>
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</tr>
<tr>
<td>Senior Specifications Writer</td>
<td>$180 - $185</td>
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<tr>
<td>Specifications Writer</td>
<td>$135 - $140</td>
</tr>
<tr>
<td>Quality Assurance</td>
<td>$160 - $165</td>
</tr>
</tbody>
</table>
§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
   .1 Transportation and authorized out-of-town travel and subsistence;
   .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
   .4 Printing, reproductions, plots, standard form documents;
   .5 Postage, handling and delivery;
   .10 Site office expenses; and
   .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus zero percent (0%) of the expenses incurred.

§ 11.8.3 For Reimbursable Expenses the Owner shall compensate the Architect a not-to-exceed lump sum amount of one hundred thirty-one thousand six hundred ninety three dollars ($131,693).

§ 11.9 Compensation for Use of Architect's Instruments of Service
If the Owner terminates the Architect for its convenience under Section 9.5 or the Architect terminates this Agreement under Section 9.3, and the Owner pays the Architect all sums due and owing on the effective date of termination, the Owner shall obtain full title and right to use the Architect’s and Architect’s consultants Instruments of Service as set forth in Section 7.2.

§ 11.10 Payments to the Architect
§ 11.10.1 An initial payment of zero ($0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s Invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear no interest.

§ 11.10.3 The Owner shall not withold amounts from the Architect’s compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be kept in accordance with generally accepted accounting practices (GAAP) and shall be maintained for a period of not less than three (3) years after the termination of this Agreement or the completion of the Project. The Owner, authorized representatives of the Owner, or an independent contractor whose services have been retained by the Owner for auditing services, shall have access to such records for examination and audit purposes, at mutually agreeable times, but no later than seven (7) calendar days after Owner has notified the Architect of its need to examine and/or audit such records.
ARTICLE 12  SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:

§ 12.1 Changes requiring additional time as requested by Owner, and/or changed Job Conditions and/or changed Building Codes that out of the control of the Architect and were not known or could not have been reasonably known by the Architect at the time of original providing the services, would be an Additional Service.

§ 12.2 If adjustments of modifications to the completed construction documents are required due to discrepancies in the bids by the Construction Manager to meet the Owner’s budget after the Guaranteed Maximum Price (GMP) has been established, such adjustments and changes are to be compensated to the Architect as an Additional Service, unless such discrepancies or cost adjustments are required due to any modifications to the Construction Documents, made by the Architect after establishment of the GMP, or any applicable estimate provided by the Construction Manager.

§ 12.3 At the request of the Owner, the Architect shall conduct one (1) observation after the date of final completion, at the end of eleven (11) months of occupancy for the purpose of ensuring that the facility is in full compliance with the Construction Documents and to notify the Owner of any unfinished work.

§ 12.4 A project contingency will be maintained in the control of the Owner and shall be included in the estimates. The project contingency shall remain as part of the Construction Phase budget for unforeseen conditions, required modifications to the documents, code interpretations and Owner requested changes.

§ 12.5 The Architect includes in the basic fee the work for the Authority Having Jurisdiction (City, Township, State, MDOC, State Fire Marshal, others) submittals and approvals. Permit and/or any submittal fees are by Owner.

§ 12.6 In the performance of its obligations under this Agreement, the Architect will comply with applicable provisions of any Federal, State, or local law prohibiting discrimination on the grounds of race, color, creed, sex, political affiliation, affectional preference, or national origin.

§ 12.7 All hourly rates for Additional Services will remain constant without cost of living increases per the 2019 BKV Group rates for the entirety of the project.

§ 12.8 NONDISCRIMINATION
§ 12.8.1 The Architect, as required by law, and/or the Equal Opportunity Employment and Non-Discrimination Policy of Ingham County, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, height, weight, marital status, age or political affiliation that is unrelated to the individual’s ability to perform the duties of a particular job or position.

§ 12.8.2 The Architect shall adhere to all applicable federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:


§ 12.8.3 Breach of this Section 12.7 shall be regarded as a material breach of this Agreement.

§ 12.9 COMPLIANCE WITH THE LAW
§ 12.9.1 The Architect, the Architect’s consultants and subcontractors shall render the services to be provided pursuant to this Agreement in compliance with all applicable federal, State of Michigan and local laws, ordinances, codes, rules and regulations.
**§ 12.10 MEETINGS**

§ 12.10.1 The Architect’s authorized representative shall meet as often as necessary with the Owner, Ingham County Board of Commissioners and/or their representatives to discuss matters regarding the services to be provided by the Architect under this Agreement.

**§ 12.11 IRAN LINKED BUSINESS**

§ 12.11.1 The Contractor by executing the Contract Documents certifies to the Owner that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of $20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

§ 12.11.2 NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN $250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

**§ 12.12 INDEPENDENT CONTRACTOR**

§ 12.12.1 It is expressly understood and agreed that the Architect is an independent contractor. The employees, consultants, agents and subcontractors of the Architect shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the Owner and shall not be entitled to any fringe benefits of the Owner, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity.

§ 12.13.2 The Architect shall be responsible for paying all salaries, wages and other compensation which may be due its employees, consultants, agents or subcontractors who are performing services under this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper federal, State and local governments.

**§ 12.14 PAYMENT OF LIVING WAGE**

§ 12.14.1 The Architect shall comply with the County of Ingham’s policy on payment of living wages as set forth in the Ingham County Board of Commissioners’ Resolution No. 03-168, a copy of which is attached and incorporated into this Agreement. In the event that the Architect or its subcontractor(s) violates the Living Wage Policy, the Owner reserves the right to terminate this Agreement with the Architect and disbar the Architect from future County of Ingham contracts.

§ 12.14.2 Breach of the Ingham County Living Wage Policy shall be a material breach of this Agreement.

**§ 12.15 STANDARDS OF CONDUCT FOR INGHAM COUNTY VENDORS**

§ 12.15.1 The Architect shall comply with Ingham County’s policy on Standards of Conduct for Ingham County Vendors as set forth in the Ingham County Board of Commissioners’ Resolution No. 15-459, a copy of which was included as part of the RFP Packet #3-17 (pages 29-30). The Standards of Conduct for Ingham County Vendors are incorporated into the Contract Documents making up this Agreement and are a part thereof.

**§ 12.16 WAIVERS**

§ 12.16.1 No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

**§ 12.17 AMENDMENTS**

§ 12.17.1 Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

**§ 12.18 PURPOSE OF TITLES**
§ 12.18.1 The titles of the articles and sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

§ 12.19 INVALID/UNENFORCEABLE PROVISIONS
§ 12.19.1 If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement.

§ 12.19.2 Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

§ 12.20 CERTIFICATION
§ 12.20.1 The people signing this Agreement and Amendments and Supplemental Conditions to this Agreement on behalf of the Owner and Architect hereby certify by their signatures that they are duly authorized to sign said Contract Documents on behalf of the party they represent and that said Contract Documents have been authorized by said party.

ARTICLE 13 SCOPE OF THE AGREEMENT
§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

(Paragraphs deleted)
.2 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Exhibit A - County of Ingham, Request for Proposals (RFP), Packet #73-19, Architectural and Engineering Services – Ingham County Justice Complex, Addendum #1, Addendum #2, and Addendum #3.

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

INGHAM COUNTY BUILDING AUTHORITY

OWNER (Signature)  
Mattis D. Nordfjord, Chairperson  
(Printed name and title)  
Date:__________________________

BOARMAN KROOS VOGEL GROUP, INC.

ARCHITECT (Signature)  
Bruce Schwartzman, Partner  
(Printed name and title)  
Date: August 05, 2019

OWNER (Signature)  
Timothy J. Dolehanty, Secretary  
(Printed name and title)  

ARCHITECT (Signature)  
Jack Boarman, Partner  

APPROVED AS TO FORM FOR INGHAM COUNTY BUILDING AUTHORITY  
By: ____________________________

Robert D. Townsend, COHL, STOKER & TOSKEY, P.C.

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User Notes: (1766809882)
Additions and Deletions Report for  
AIA® Document B133™ – 2014

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the fifth day of August in the year two thousand nineteen

...  
Ingham County Building Authority  
Ingham County Courthouse  
P.O. Box 319  
Mason, Michigan 48854  
...

Boorman Kroos Vogel Group, Inc. dba BKV Group  
222 N. 2nd Street, Suite 101  
Minneapolis, Minnesota 55401  
...

New Ingham County Justice Complex, 630 North Cedar Street, Mason, MI 48854  
Design of a new justice complex that will be inclusive of a new Sheriff’s Office, County Jail, and 55th District Court to be built on the campus where the current facilities are located  
...

The Construction Manager at Risk (CMR) has not yet been selected. The Architect will assist the Owner in identifying, interviewing, and selecting a qualified CMR.

PAGE 2

The Owner’s program for the project will be developed by the Architect during the Programming and Concepts Phase of the project and will include: 1) Reviewing the existing documentation from previous studies, 2) Work with owner to finalize functional relationships, special requirements, building functions, and growth projections, 3) Develop final space list and functional requirement of spaces for the Sheriff’s Office, Jail, 55th District Court, Emergency Management and limited portions of the Circuit Court.

...

Total project cost of Seventy Million One Hundred Thousand Dollars ($70,100,000) with a construction budget of approximately Fifty-Eight Million Five Hundred Thousand Dollars ($58,500,000) Construction Budget for the new Justice Complex. The Architect acknowledges that the Owner’s budget cannot be exceeded and it shall work with the Owner to develop a Facility Program and Conceptual Design during the Program/Concept Phase to meet the Owner’s budget.

PAGE 3

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Programming / Concept Phase: 14-weeks
Schematic Design Phase: 10-weeks
Design Development: 10-weeks
Construction Documents Phase: 17-weeks

May 2020

May 2022

[ ] AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

... Project and Construction Schedule to be determined later by mutual agreement once a construction manager has been selected...

Tom Shanley
Kramer Management Group, Inc.
1305 S. Washington Ave, Suite 101
Lansing, MI 48910
tom.shanley@kramerng.com
(517) 999-9193

PAGE 4

Anticipate selection of CMR at the end of the Programming / Conceptual Design Phase, no later than the start of Schematic Design Phase.

... Not Applicable

... Not Applicable

... To Be Determined

... Not Applicable

... The Owner will retain a testing agency to assist during construction. This firm would be an independent 3rd party to review earthwork compaction, concrete, steel and other installed work to verify all work is being installed per the contract document requirements. The Architect will review the
test results and advise the Owner if the results fail to verify that the work is installed per the contract
document requirements.
Security Electronics Consultant:

Security Automation Systems, Inc.
8739 Castle Park Dr
Indianapolis, IN 46256

Food Service / Laundry Design Consultant:

Electrical Engineer: S1 Food Service,
231 Homewood Drive
Bolingbrook, IL 60440

Building Envelope Consultant:

Heitmann & Associates
14500 S. Outer Forty Rd., Suite 110
St. Louis, MO 63017-5736

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect’s services and the Architect’s compensation.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect represents that it is properly licensed in the State of Michigan to provide architectural services and shall retain engineers that are properly licensed in the State of Michigan to provide engineering services.

§ 2.6 Insurance. The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3. All insurance coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and who are acceptable to the Owner and have a A.M. Best Company’s (www.ambest.com) Insurance Reports of either A+ (Superior), or A or A- (Excellent).

2.6.1 Commercial General Liability with policy limits of not less than ($——) for each occurrence and ($——) in the aggregate for bodily injury and property damage. Liability: The Architect shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence and/or aggregate with a $5,000,000 umbrella for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable; (F) Per contract aggregate.
§ 2.6.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than (—$—) per claim and (—$—) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage. Liability: The Architect shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including applicable No-Fault coverage’s, with limits of liability of not less than $1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

... 

§ 2.6.4 Workers’ Compensation at statutory limits and Employers Liability with policy limits of not less than Five Hundred Thousand Dollars ($500,000).

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (—$—) per claim and (—$—) in the aggregate. The Contractor shall procure and maintain during the life of this contract, Professional Liability insurance in an amount not less than $1,000,000 per claim and/or aggregate with a $5,000,000 on a claims made basis. If this policy is Claims Made Form, then the Architect shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of three (3) years after the termination of this contract.

§ 2.6.6 The Owner shall be an additional insured on the Architect’s primary and excess insurance policies for Commercial General Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. Liabilities described in 2.6.1 and 2.6.2, shall include an endorsement stating the following shall be "Additional Insured’s: The Ingham County Building Authority, County of Ingham, including all County of Ingham’s elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees, and volunteers thereof. Contractor shall also include the Owner’s Representative Kramer Management Group as an Additional Insured on all insurance policies provided under this Agreement. The coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.” The appropriate boxes must be check under the “Addl Insr” heading on the Certificate of Insurance.

§ 2.6.7 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner and other parties identified in Section 2.6.6 as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies. The Architect shall provide two (2) copies of the aforementioned Certificates of Insurance and Policies, acceptable to the County. If so requested, certified copies of all policies will be furnished. The Contractor shall provide the County evidence that all subcontractors are included under the contractor’s policy.

§ 2.6.8 All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Ingham County Purchasing Department, P.O. Box 319, Mason, Michigan 48854.

§ 2.6.9 If any of the above coverage’s expires during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the County of Ingham at least ten (10) days prior to the expiration date.

§ 2.6.10 The Architect shall be responsible for paying any deductibles in the insurance coverages it is required to maintain in Sections 2.6.1, 2.6.2, 2.6.4, and 2.6.5.

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§ 3.1 The Architect’s Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Include:

1. Architectural design
2. Structural engineering
3. Mechanical engineering
4. Plumbing engineering
5. Fire Protection performance specifications
6. Electrical engineering
7. Topographical and Boundary Survey
8. Ground Penetrating Radar (GPR) Survey
9. Civil engineering
10. Landscape design
11. Demolition Engineering and Demolition Oversight
12. Security systems (access control, audio/visual and surveillance)
13. Building information technologies
14. Exterior building envelope consultant
15. Energy modeling and building analysis
16. Vertical transportation design and engineering
17. ADA design
18. Code compliance
19. Interior design
20. Furniture, fixtures and equipment ("FF&E") specification and selection
21. Food Service
22. Conceptual Estimating
23. Sustainability- best practices but no formal certification

Services not set forth in this Article 3 and Article 4 (as noted as included in base fee) are Additional Services.

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§3.1.9 The Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including invert and depths. All the information on the survey shall be referenced to a Project benchmark.

§3.1.10 While the Owner may bring in vendor design-assist partners, Architect shall remain the Architect/Engineer of Record for all disciplines listed in Section 3.1.

§3.1.11 The Owner shall engage commissioning, testing, and quality assurance service providers directly. The Architect shall be responsible for coordinating design work with, but not services of, vendors.

...
§ 3.3.2.2 Site Evaluation.
Architect shall provide the due diligence required to evaluate the opportunities and constraints of the site. The work will provide the context and criteria for the development of the site as part of the conceptual design. The work shall include a report with record drawings and documentation of the following existing conditions:

1. Topographic and Boundary Survey
2. Articulate storm water requirements, soil erosion control and drainage requirements
3. Locating site utilities coming to the site and within the site. Use ground penetrating radar to locate utilities within the boundaries of the site; assess the quantity and capacity of the utilities available to the site.

§ 3.3.2.3 Facility Programming.
Architect shall develop a facility program
1. Architect shall review the previously performed programming and needs assessment information as a starting point to the re-programming of the facility.
2. Architect shall also tour each existing facility, mapping each stakeholder group in the space they occupy.
3. Architect to interview each stakeholder group in individual departmental work sessions and discuss with each stakeholder group their unique goals and objectives for the Project to validate the current program, current and future functions and operations, staffing, type of work spaces required, required adjacencies, and future requirements.
4. Develop Final Report to include the space list, functional relationships, and special considerations.
5. Architect shall present (8) eight interactive workshops with Owner and/or Stakeholders that will establish the guiding principles of the design. Topics shall include: Housing Unit Concepts; Intake, Transfer, Release; Behavioral Health; Staffing; Courtroom; Sustainability; Site Constraints / Opportunities; and Budget.
6. Cost Estimating. Once the facility program has been confirmed, Architect to develop the costs on a square foot basis by components identified to be sure that the program and costs are in alignment.

§ 3.3.3 The Architect shall present its preliminary evaluation Program and Conceptual Design to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of the Owner’s sustainable objective, if any. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner’s approval, a preliminary design illustrating the scale and relationship of the Project components and a summary of hard and soft construction costs demonstrating compliance with the Owner’s budget.

§ 3.3.5 Based on the Owner’s approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner’s approval and the Construction Manager’s review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing—described in a written Basis of Design Narrative.

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§ 3.4.1 Based on the Owner’s approval of the Schematic Design Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner’s approval and Construction Manager’s review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include an updated narrative specifications that identify major materials and systems and establish in general their quality levels.

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User Notes: (1766659892)
§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Owner's representative(s) and Construction Manager to review the Design Development Documents.

...
The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, observations, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents. The Architect will utilize the software program(s) of the Owner’s and Construction Manager’s choosing for document management.

...§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection observation indicating the Work complies with the requirements of the Contract Documents.

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| § 4.1.1 Assistance with selection of the Construction Manager | Architect – Base |
| § 4.1.2 Programming (B202™-2009) | Architect – Base |
| § 4.1.3 Multiple preliminary designs | Architect – Base |
| § 4.1.4 Measured drawings | Architect – Base |
| | As required for buildings or portions of buildings to remain |
| § 4.1.5 Existing facilities surveys | Not provided |
| § 4.1.6 Site evaluation and planning (B203™-2007) | Architect – Base |
| § 4.1.7 Building information modeling (B204™-2014) | Architect – Base |
| | Standard 3D BIM |
| § 4.1.8 Civil engineering | Architect – Base |
| § 4.1.9 Landscape design | Architect – Base |
| § 4.1.10 Architectural interior design (B252™-2007) | Architect – Base |
| § 4.1.11 Value analysis (B204™-2007) | Not provided |
| | Cost Estimating provided for programming and concept design phase only |
| § 4.1.12 Detailed cost estimating | Not provided |
| § 4.1.13 On-site project representation (B207™-2008) | Not provided |
| § 4.1.14 Conformed construction documents | Architect – Base |
| | For consolidation of permit comments, addendums, ASIs, |
| § 4.1.15 As-designed record drawings | Architect – Base |
| | Consolidated record BIM model with coordination updates during construction |
| § 4.1.16 As-constructed record drawings | Not provided |
| § 4.1.17 Post occupancy evaluation | Architect – Base |
| | 11-month walk-through of facility to review and warranty items |
| § 4.1.18 Facility support services (B210™-2007) | Not provided |
| § 4.1.19 Tenant-related services | Not provided |
| § 4.1.20 Coordination of Owner’s consultants | Architect – Base |
| | Infrastructure design only – Owner to provide head-end design, computer services, desktop computers, hand-sets, etc. |
| § 4.1.21 Telecommunications/data design | Architect – Base |
| § 4.1.22 Security design and planning | Architect – Base |
| § 4.1.22 Security evaluation and planning (B206™-2007) | Physical and Security Electronics design |
| § 4.1.23 Commissioning (B21™-2007) | By Owner |
| § 4.1.24 Extensive environmentally responsible design | Not provided |

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| § 4.1.25 | LEED® certification (B214™-2012) | Not provided |
| § 4.1.26 | Historic preservation (B205™-2007) | Not provided |
| § 4.1.27 | Furniture, furnishings, and equipment design (B253™-2005) | Architect-Base |

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. It is, however, expressly understood and agreed that no additional service(s) shall be provided unless said service(s) and the cost for said services has been specifically pre-approved by the Owner. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

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.4 Changing or editing previously prepared Instruments of Service necessitated by the unforeseen enactment or revision of codes, laws or regulations, or official interpretations;
.5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
.6 Preparing digital data for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;
.7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager after completion of the construction documents;
.8 Preparation for, and attendance at, a public presentation, meeting, or hearing;
.9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
.10 Evaluation of the qualifications of bidders or persons providing proposals;
.11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
.12 Assistance to the Initial Decision Maker, if other than the Architect;
.13 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
.14 Services necessitated by the Owner’s delay in engaging the Construction Manager; and
.15 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate Amendment.

...
establishing a GMP, whichever is earlier for the purpose of reviewing punch list. Owner to compensate Architect for additional services if construction phase services are extended due to the construction period extending past the established Substantial Completion target date.

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

.2 Two (2) visits per month to the site by the Architect over the duration of the Project during construction. It is anticipated that consultants will visit the site as required during construction in addition to the Architect visits.

.3 (—) inspections One (1) observation for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 (—) inspections One (1) observation for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within thirty-nine (39) months of the date of this Agreement, Agreement or such longer period of time as is mutually agreed upon in writing by the Architect and the Owner, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services.

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The Architect will be responsible for establishing a facility program for the Project. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage, rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including invert and depths. All the information on the survey shall be referenced to a Project benchmark services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. Coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated in...
this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided, furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, all legal insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests, provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect’s Instruments of Service.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect’s Instruments of Service, contemporaneously provide the Architect with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents. Communications by and with the Architect’s consultants shall be through the Architect.

§ 5.12 The Owner shall contemporaneously provide the Architect with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents. Communications by and with the Architect’s consultants shall be through the Architect. Before executing the Contract for Construction, the Owner shall coordinate the Architect’s duties and responsibilities set forth in the Contract for Construction with the Architect’s services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect’s duties and responsibilities set forth in the Contract for Construction with the Architect’s services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction, access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

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§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager’s inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager’s estimates solely for the Architect’s guidance in completion of its services, however, the shall require the Construction Manager’s estimates and accept them as reasonable prior to proceeding into any subsequent design phase. Such acceptance shall be submitted to the Owner in writing. The Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. Owner acknowledges that the Drawings, Plans, Specifications, and other documents prepared by the Architect and/or the Architect's consultants are instruments of the Architect's and its consultants' professional services for use solely with respect to the Project construction and the maintenance, alteration and additions to the facilities constructed under the Project. Nevertheless, the Drawings, Plans, Specifications and other documents prepared by the Architect and the Architect's consultants for the Project shall become the property of the Owner upon payment in full of all monies due to the Architect under this Agreement and may be used by the Owner for purposes of maintenance, alterations and additions to the facilities constructed under the Project. The Owner, however, may not use or authorize anyone else to use the Instruments of Services in any location other than the site of the Project without the prior written consent of the Architect.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate. The license also permits the submission or distribution of the Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project. When Architect has been paid in full for all services rendered under this Agreement up to the effective date of termination, the license set forth in this Section 7.3 shall cease and the Owner shall become the sole owner and shall have full title to and rights of ownership and use of the Instruments of Service subject to the restrictions set forth in Section 7.2.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and the Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. Unauthorized use shall include changes to the instruments not approved by the Architect or any use on any project for which they were not prepared by the Architect.

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§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable State of Michigan law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201—2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. The Architect shall, at its own expense, protect, indemnify and hold harmless the Ingham County Building
Authority, the County of Ingham, Ingham County's elected and appointed officers, employees, agents, and related third party claims, damages, costs, lawsuits, and expenses that they may incur to the extent they arise out of or from any violations of Federal or State of Michigan laws, rules or regulations, intentional torts, or negligent acts or omissions of the Architect or the Architect's consultants or any employees or agents of the Architect or the Architect's consultants which may arise out of this Agreement.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage pursuant to Act No. 165 of the Michigan Public Acts of 1966 (MCL 691.991), as amended, the responsibility for indemnification set forth in Section 8.1.3 shall be limited to the degree of fault of the Architect, Architect’s consultants, and the employees and agents of the Architect and Architect’s consultants.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. Architect's indemnification responsibilities under Section 8.1.3 shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the Ingham County Building Authority, the County of Ingham or County of Ingham's elected and appointed officers, employees or agents by the insurance coverage obtained and/or maintained by the Architect or any of the Architect's consultants pursuant to the requirements of this Agreement.

... § 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

[ ] — Arbitration pursuant to Section 8.3 of this Agreement
[ ] — Litigation in a court of competent jurisdiction
[ ] — Other: (Specify)

Methods of dispute resolution shall be as set forth in Section 8.3.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.4 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation; but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented-to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder
§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.3 FINAL RESOLUTION OF DISPUTES
§ 8.3.1 If the Owner and Architect are unable to resolve a dispute in mediation, either party may seek in a Michigan court of competent jurisdiction any remedies available in law and/or in equity to resolve the dispute.

§ 8.3.2 This Agreement and all disputes shall be subject to and construed in accordance with the laws of the State of Michigan.

§ 8.3.3 The venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to a federal court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

§ 8.3.4 The Owner and the Architect may, if they mutually agree in writing signed by their authorized representatives, submit a Claim, dispute or other matter in question arising out of or relating to this Agreement or breach thereof to the American Arbitration Association currently in effect or such other rules of arbitration in which they may mutually agree. The venue for such arbitration shall be in Ingham County, Michigan.

§ 8.3.5 If the Owner and Architect mutually agree to settle a Claim, dispute or other matter in question between them by arbitration, the award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.6 It is expressly understood and agreed that any agreement to submit a particular Claim, dispute or matter to arbitration shall apply only to that particular Claim, dispute or matter and shall not be binding upon any other Claims, disputes or matters which may arise between the Owner and Architect.

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, and such failure is not due to unsatisfactory performance of the Architect’s duties under this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the remaining time on the Project’s time schedules shall be equitably adjusted.
§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.due. Should the project be terminated at any time by the Owner prior to completion of any phase, the Architect will receive one hundred (100%) percent of any phase of any work properly completed and a prorated portion commensurate with the percentage complete of any phase of any work properly and partially performed prior to and up to the date of project termination.

§ 9.7 Termination Expenses are in addition to compensation for the Architect’s services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect’s anticipated profit on the value of the services not performed by the Architect. The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

§ 9.8 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

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§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information, or (4) where disclosure is required by law or court order.

Lump Sum of two million six hundred thirty-three thousand eight hundred and fifty dollars ($2,633,850).

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Any additional work as requested by the Owner or as required to execute the Project (with the Owner’s written consent) will be negotiated in writing with the Owner based on BKV Group’s 2019 hourly rate schedule for employees / disciplines.

... To be negotiated based on BKV Group’s 2019 hourly rate schedule for employees / disciplines.

§ 11.4 Compensation for Additional Services of the Architect’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5%), or as otherwise stated below:

... Schematic Design Phase thirty-five percent (35%)
Design Development Phase twenty percent (20%)
Construction Documents Phase twenty percent (20%)
Construction Phase twenty-five percent (25%)

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practice, fixed for the duration of the Project.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Architect MANAGEMENT

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CONSTRUCTION ADMINISTRATION
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Construction Administrator III ...................................................................................... $130 - $140
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ARCHITECTURAL SPECIALISTS
Senior Specifications Writer .............................................................................................. $180 - $185
Specifications Writer ........................................................................................................ $135 - $140
Quality Assurance ......................................................................................................... $160 - $165
Code Specialist .............................................................................................................. $180 - $185

COST ESTIMATOR – CCS INTERNATIONAL
Senior Cost Estimator ...................................................................................................... $175 - $185
Cost Estimator ................................................................................................................ $155 - $165

Employee or Category Rate ($/hr)

3—Fees paid for securing approval of authorities having jurisdiction over the Project;
5—Postage, handling and delivery;
6—Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7—Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
8—Architect’s consultants’ expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect’s consultants;
9—All taxes levied on professional services and on reimbursable expenses;

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus zero percent (0.0%) of the expenses incurred.

§ 11.8.3 If the insurance requirements listed in Section 2.6 exceed the types and limits the Architect normally maintains and the Architect incurs additional costs to satisfy such requirements, the Owner shall reimburse the Architect for such costs as set forth below: For Reimbursable Expenses the Owner shall compensate the Architect a not-to-exceed lump sum amount of one hundred thirty-one thousand six hundred ninety three dollars ($131,693).

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner’s continued use of the Architect’s Instruments of Service solely for purposes of completing, using and maintaining the Project as follows: and the Owner pays the Architect all sums due and owing on the effective date of termination, the Owner shall obtain full title and right to use the Architect’s and Architect’s consultants Instruments of Service as set forth in Section 7.2.

§ 11.10.1 An initial payment of zero ($ 0.0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid forty-five (45) days

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after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect or interest.

... 

% 

... 

§ 11.0.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times kept in accordance with generally accepted accounting practices (GAAP) and shall be maintained for a period of not less than three (3) years after the termination of this Agreement or the completion of the Project. The Owner, authorized representatives of the Owner, or an independent contractor whose services have been retained by the Owner for auditing services, shall have access to such records for examination and audit purposes, at mutually agreeable times, but no later than seven (7) calendar days after Owner has notified the Architect of its need to examine and/or audit such records.

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§ 12.1 Changes requiring additional time as requested by Owner, and/or changed Job Conditions and/or changed Building Codes that out of the control of the Architect and were not known or could not have been reasonably known by the Architect at the time of originally providing the services, would be an Additional Service.

§ 12.2 If adjustments or modifications to the completed construction documents are required due to discrepancies in the bids by the Construction Manager to meet the Owner's budget after the Guaranteed Maximum Price (GMP) has been established, such adjustments and changes are to be compensated to the Architect as an Additional Service, unless such discrepancies or cost adjustments are required due to any modifications to the Construction Documents, made by the Architect after establishment of the GMP, or any applicable estimate provided by the Construction Manager.

§ 12.3 At the request of the Owner, the Architect shall conduct one (1) observation after the date of final completion, at the end of eleven (11) months of occupancy for the purpose of ensuring that the facility is in full compliance with the Construction Documents and to notify the Owner of any unfinished work.

§ 12.4 A project contingency will be maintained in the control of the Owner and shall be included in the estimates. The project contingency shall remain as part of the Construction Phase budget for unforeseen conditions, required modifications to the documents, code interpretations and Owner requested changes.

§ 12.5 The Architect includes in the basic fee the work for the Authority Having Jurisdiction (City, Township, State, MDOC, State Fire Marshal, others) submittals and approvals. Permit and/or any submittal fees are by Owner.

§ 12.6 In the performance of its obligations under this Agreement, the Architect will comply with applicable provisions of any Federal, State, or local law prohibiting discrimination on the grounds of race, color, creed, sex, political affiliation, affectional preference, or national origin.

§ 12.7 All hourly rates for Additional Services will remain constant without cost of living increases per the 2019 BKV Group rates for the entirety of the project.

§ 12.8 NONDISCRIMINATION

§ 12.8.1 The Architect, as required by law, and/or the Equal Opportunity Employment and Non-Discrimination Policy of Ingham County, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, height, weight, marital status, age or political affiliation that is unrelated to the individual's ability to perform the duties of a particular job or position.
§ 12.8.2 The Architect shall adhere to all applicable federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

a) The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended,


c) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 355, as amended, and regulations promulgated thereunder,


§ 12.8.3 Breach of this Section 12.7 shall be regarded as a material breach of this Agreement.

§ 12.9 COMPLIANCE WITH THE LAW

§ 12.9.1 The Architect, the Architect’s consultants and subcontractors shall render the services to be provided pursuant to this Agreement in compliance with all applicable federal, State of Michigan and local laws, ordinances, codes, rules and regulations.

§ 12.10 MEETINGS

§ 12.10.1 The Architect’s authorized representative shall meet as often as necessary with the Owner, Ingham County Board of Commissioners and/or their representatives to discuss matters regarding the services to be provided by the Architect under this Agreement.

§ 12.11 IRAN LINKED BUSINESS

§ 12.11.1 The Contractor by executing the Contract Documents certifies to the Owner that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an “Iran Linked Business” engaged in investment activities of $20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an “Iran linked business” during the term of this Agreement.

§ 12.11.2 NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN $250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

§ 12.12 INDEPENDENT CONTRACTOR

§ 12.12.1 It is expressly understood and agreed that the Architect is an independent contractor. The employees, consultants, agents and subcontractors of the Architect shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the Owner and shall not be entitled to any fringe benefits of the Owner, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity.

§ 12.13 The Architect shall be responsible for paying all salaries, wages and other compensation which may be due its employees, consultants, agents or subcontractors who are performing services under this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper federal, State and local governments.

§ 12.14 PAYMENT OF LIVING WAGE

§ 12.14.1 The Architect shall comply with the County of Ingham’s policy on payment of living wages as set forth in the Ingham County Board of Commissioners’ Resolution No. 63-168, a copy of which is attached and incorporated into this Agreement. In the event that the Architect or its subcontractor(s) violates the Living Wage Policy, the Owner reserves the right to terminate this Agreement with the Architect and disbar the Architect from future County of Ingham contracts.

§ 12.14.2 Breach of the Ingham County Living Wage Policy shall be a material breach of this Agreement.

§ 12.15 STANDARDS OF CONDUCT FOR INGHAM COUNTY VENDORS

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§ 12.15.1 The Architect shall comply with Ingham County’s policy on Standards of Conduct for Ingham County Vendors as set forth in the Ingham County Board of Commissioners’ Resolution No. 15-459, a copy of which was included as part of the RFP Packet #3-17 (pages 29-30). The Standards of Conduct for Ingham County Vendors are incorporated into the Contract Documents making up this Agreement and are a part thereof.

§ 12.16 WAIVERS
§ 12.16.1 No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

§ 12.17 AMENDMENTS
§ 12.17.1 Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

§ 12.18 PURPOSE OF TITLES
§ 12.18.1 The titles of the articles and sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

§ 12.19 INVALID/UNENFORCEABLE PROVISIONS
§ 12.19.1 If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement.

§ 12.19.2 Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

§ 12.20 CERTIFICATION
§ 12.20.1 The people signing this Agreement and Amendments and Supplemental Conditions to this Agreement on behalf of the Owner and Architect hereby certify by their signatures that they are duly authorized to sign said Contract Documents on behalf of the party they represent and that said Contract Documents have been authorized by said party.

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1. AIA Document E203™-2013; Building Information Modeling and Digital Data Exhibit, if completed;
   or the following:

2. [Other documents:]

Exhibit A - County of Ingham, Request for Proposals (RFP), Packet #73-19, Architectural and Engineering Services – Ingham County Justice Complex, Addendum #1, Addendum #2, and Addendum #3.

INGHAM COUNTY BUILDING AUTHORITY BOARMAN KROOS VOGEL GROUP, INC.

Mattis D. Nordford, Chairperson Bruce Schwartzman, Partner

(Printed name and title) (Printed name and title)
Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Bruce R. Schwartzman, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:07:20 ET on 08/01/2019 under Order No. 9913288715 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

Partner

(Title)

August 05, 2019

(Dated)
Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION ESTABLISHING A POLICY TO REQUIRE THE PAYMENT OF A LIVING WAGE

RESOLUTION #03-168

WHEREAS, the Ingham County Board of Commissioners desires to increase the quality and reliability of services procured for Ingham County or provided Ingham County inhabitants by promoting higher productivity and retention of employees working for Ingham County on Ingham County contracts; and

WHEREAS, the Ingham County Board of Commissioners desires to use Ingham County spending and procurement of services to require covered employers who provide services to Ingham County to pay their employees a "living wage" sufficient to meet their employees' basic subsistence needs; and

WHEREAS, the Ingham County Board of Commissioners desires to raise the income of low-income working people and their families employed by covered employers on Ingham County contracts; and

WHEREAS, the Ingham County Board of Commissioners desires to use Ingham County spending to encourage the development of jobs paying wages above the poverty level; and

WHEREAS, the Ingham County Board of Commissioners, under this policy, does not intend to establish any generally applicable County minimum wage, or regulate the wages paid by any business or individual that chooses not to provide services covered by this policy to the County; and

WHEREAS, the Ingham County Board of Commissioners desires to provide incentives for covered employers to provide health insurance to their employees; and

WHEREAS, the economic research summarized in the Economic Policy Institute’s August 2000 issue guide, "Higher Wages Lead to More Efficient Service Provision," indicate that payment of higher wages is associated with greater business investment in employee training, higher productivity, and lower employee turnover; and

WHEREAS, the Ingham County Board of Commissioners references the Michigan League for Human Services October 1998 report, "Economic Self-Sufficiency: A Michigan Benchmark," that a family of three required at that time, on average $2,724 a month to pay for housing, food, child care, health care, transportation, clothing, household supplies, a telephone, and taxes, and this was at the time equivalent to an hourly wage of $15.83 for households with a single worker and $7.92 for households with two workers; and

WHEREAS, while the 2002 United States Department of Health and Human Services federal poverty guideline was $18,100 a year for a four-person family income near the poverty level is not a desirable standard of living sufficient to meet the subsistence needs of a family in Ingham County and its surrounding communities.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby requires that each contractor pay its employees providing services under the contract wages which are greater than or equal to a living wage, and meets other conditions, as defined in this policy.

BE IT FURTHER RESOLVED, that this policy applies to any individual, proprietorship, partnership, corporation, trust, association or other entity that is a contractor, defined as follows:

i. A "contractor" is a party to a contract with Ingham County primarily for the furnishing of services (as opposed to purchasing or leasing of goods or property), where the total expenditure for such contract exceeds $50,000 in a twelve-month period and employs five or more employees, or where the total value of contracts that the contractor has in effect on the effective date of the contract with Ingham County exceeds $50,000 and where the contractor employs five (5) or more employees. It does not include contractors who pay Ingham

County a commission for the right to offer their services in county facilities or in conjunction with county events;

ii. A "subcontractor" is a party to a contract with a contractor providing services to Ingham County who is required to pay a "living wage" under the terms of this policy; whose contract with the contractor is for the purpose of furnishing services to Ingham County under the terms of the contractor’s contract with Ingham County; where the subcontractor employs five or more employees and where the total value of the subcontractor’s contract for that purpose exceeds $25,000.

BE IT FURTHER RESOLVED, that the living wage requirement of this policy shall apply with respect to any employee of a contractor or subcontractor who is employed either part time or full time providing services directly under the contract.

BE IT FURTHER RESOLVED, that for the purposes of this policy, the following terms and phrases are defined as follows:

A. "Contract" means an agreement to perform services, including the subcontracting of services. Contracts for the purchase of goods and contracts to lease or purchase property are excluded.

B. "Employer" means a person who engages employees to provide labor in exchange for payment of wages or salary.

C. "Federal poverty line" means the official poverty line defined by the Office of Management and Budget based on Bureau of Census data for a family of four (4), as adjusted to reflect the percentage change in the Consumer Price Index for all urban consumers.

D. "Health care benefits" means the right granted to an employee under a contract, certificate or policy of insurance to have payment made by a health care insurer or health care corporation for specified medical or health care services for the employee and dependents.

E. "Living wage" means an hourly wage rate which is equivalent to 125% of the federal poverty line on an annual basis when calculated based on forty (40) hours per week, fifty (50) weeks per year; provided however, that costs paid by the employer for an employee’s health care benefits may be counted toward up to one-fifth (1/5) of the hourly rate payable to the employee.

F. "Person" includes individuals, proprietorships, partnership, corporations, trusts, associations, joint ventures, and other legal entities, either incorporated or unincorporated, however operating or named, and whether acting by themselves or by a servant, agent or fiduciary, and includes all legal representatives, heirs, successors and assigns thereof.

G. "Public entity" means the State of Michigan including all agencies thereof, any public body corporate within the state, including all agencies thereof, or any non-incorporated public body within the state of whatever nature, including all agencies thereof.

BE IT FURTHER RESOLVED, that the County Controller shall annually adjust the living wage as provided herein to incorporate changes in the federal poverty level. The Controller shall notify the Board of Commissioners of any change in the amount of the living wage, and shall notify each contractor of such changes and such contractors shall, no later than 30 days after notification, adjust the hourly rates of affected employees as necessary to comply with this policy.

BE IT FURTHER RESOLVED, that the County Controller shall include an explanation of the requirements of this policy in all requests for proposals that may be covered by this policy.

BE IT FURTHER RESOLVED, that each contract covered by this policy shall require compliance with this policy. Each such contract shall provide that a violation of this policy shall be considered a material breach of the contract and Ingham County shall have the right to terminate the contract and disbar the contractor from future Ingham County contracts as provided below.

BE IT FURTHER RESOLVED, that every contractor shall post in a conspicuous place on all job sites subject to this policy a copy of the living wage rate required under this policy. The contractor shall keep accurate records of the names and actual wages and benefits paid to each employee providing services under the contract and subcontract and provide Ingham County with such records within five (5) business days, if requested by the County.
BE IT FURTHER RESOLVED, that each contract shall provide that contractors who are found to be in violation of this provision shall be required to pay each affected employee the amount of deficiency for each day the violation occurs. The contract shall also provide that contractors shall be required to also pay Ingham County $100 per affected employee for each day the violation occurs beginning with the third day after the contractor receives notification of the violation. The County may withhold from payments to the contractor such amounts as are necessary to effectuate the payments or penalties provided in this paragraph.

BE IT FURTHER RESOLVED, that a contractor who is found to be in violation of this provision and is subsequently required to pay the $100.00 penalty provided above for more than three (3) incidents within a two (2) year period shall be barred from bidding on or entering into any contracts with the County for a period of ten (10) years from the date of the last violation. An incident for purposes of this paragraph is defined as a failure to pay the living wage rate in a payroll period, a payday or numerous paydays, regardless of the number of employees affected by each incident.

BE IT FURTHER RESOLVED, that anyone with knowledge of a violation of this policy may file a complaint with the County Controller, who shall have thirty (30) days to investigate and remedy the complaint. If the complaint is not resolved to the complainant's satisfaction within the thirty (30) day period, the complainant or his representative may bring forward his/her complaint to the County Services Committee of the Ingham County Board of Commissioners. The Committee shall forward its recommendation on the matter to the Board of Commissioners for final resolution.

BE IT FURTHER RESOLVED, a contractor or subcontractor found to have retaliated in violation of federal or state law against an employee for filing a claim of non-payment of a wage rate shall be ineligible to bid on any contract involving the County for a period of (five) 5 years from the date of such finding.

BE IT FURTHER RESOLVED, that the following exemptions from this policy apply:

A. Public entities are exempt from compliance with this policy.

B. Entities with 501(c)(3) status with who have nine (9) or fewer employees are exempt from compliance with this policy.

C. Employees who are working under the terms of a collective bargaining agreement are exempt from compliance with this agreement.

D. Exempt employees working on projects where federal, state or local law, or Ingham County policy requires payment of a prevailing wage are exempt from compliance with this policy.

E. The following programs are exempt if developed specifically for high school and/or college students by Ingham County or one of its contractors:
   1. A bona fide training program;
   2. A summer or youth employment program;
   3. A work study, volunteer/public service, or internship program;

F. Co-op employees employed as part of a high school or college co-op program which is part of the employee’s educational curricula.

G. Programs which operate to train people with disabilities and which are designated as community rehabilitation programs, work activity centers and/or sheltered workshops.

H. Temporary or seasonal employees hired by a contractor. For purposes of this policy, temporary and/or seasonal employees are defined as employees hired to augment the regular workforce and are hired for three (3) months or less in the case of a temporary employee or nine (9) months or less in the case of a seasonal employee.

BE IT FURTHER RESOLVED, that a contractor may request a waiver of the provisions of this policy if they believe that the application of the policy to the contractor would violate federal, state, or local laws. Requests for waivers shall be made to the Controller, who shall refer such request to the County Services Committee of the Board. The Committee shall review the request and provide its recommendation to the Board of Commissioners for final action.

BE IT FURTHER RESOLVED, that a non-profit human services agency may request a waiver of the provisions of this policy if they believe that the application of the policy would cause economic harm to the agency in a fashion that would
result in the harm created by application of the policy outweighing the benefits of applying this policy. Requests for waivers shall be made to the Controller, who shall refer such request to the County Services Committee of the Board. The Committee shall review the request and provide its recommendation to the Board of Commissioners for final action.

BE IT FURTHER RESOLVED, that this policy shall apply to any contract entered into or renewed after the effective date of this policy.

BE IT FURTHER RESOLVED, that entering an agreement for extension of a contract for a period beyond its original term shall be considered entering a contract for purposes of this policy.

BE IT FURTHER RESOLVED, that this policy shall go into effect ninety (90) days after adoption by the Ingham County Board of Commissioners.

BE IT FURTHER RESOLVED, that it is the intent of the Ingham County Board of Commissioners that the requirement for payment of a living wage as defined in this policy will apply to employees of Ingham County.

COUNTY SERVICES: Yeas: Celentino, Holman, De Leon, Schor
Nays: Severino, Nevin Absent: None Approved 6/17/03

FINANCE: Yeas: Swope, Dedden, Hertel, Thomas
Nays: Grebner, Minter Absent: None Approved 6/18/03
ARCHITECT/ENGINEERING (A/E) SERVICES AGREEMENT

THIS AGREEMENT, made and entered into by and between the INGHAM COUNTY BUILDING AUTHORITY (hereinafter referred to as the "Building Authority") and ROGER L. DONALDSON, AIA, P.L.C., whose offices are located at 4787 Tartan Lane, Holt, Michigan 48842-1935 (hereinafter referred to as the "A/E").

RECITALS:

WHEREAS, the BUILDING AUTHORITY requires architectural and engineering services for the design and construction of renovations to the Ingham County Health Department's (ICHID) Women's Health Center (WHC), at 5303 S. Cedar St., Lansing, MI 48911, existing second floor suite of approximately 5,625 square feet, that includes: (1) move waiting area into partially enclosed atrium area and add check-in window; (2) change waiting area to provider room(s); (3) add new Intake Office; (4) remove ceramic tile from toilet room, provide new flooring; (5) provide new flooring and vinyl wall covering in areas as decided by the BUILDING AUTHORITY; (6) change Team Room into two (2) new exam rooms; (7) Floor Plans, and details as required by the State of Michigan Construction Code; and (8) Mechanical, Electrical, Plumbing (MEP) Engineering as required by Michigan Construction Code and the BUILDING AUTHORITY's requirements that include (i) modify heating, ventilation and air conditioning as necessary; (ii) modify plumbing as necessary; and (iii) modify basic electrical lighting and power as necessary (hereinafter referred to as the "Project"); and

WHEREAS, the A/E has submitted a proposal to the ICHID dated April 10, 2019 to conduct the professional design and construction administration services which the BUILDING AUTHORITY requires for the Project; and

WHEREAS, the BUILDING AUTHORITY accepts the A/E's proposal subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED, as follows:

1. **Time Period for Performance of Required Services and Termination of Agreement.** This Agreement shall become effective on August 1, 2019 ("Effective Date") and, unless terminated as set forth in the third paragraph of this Section 1, shall remain in effect until the Project's completion and all contractors have completed all items on their final punch list to the BUILDING AUTHORITY's satisfaction and have been paid all sums due and owing. It is expressly understood and agreed that the Project shall be completed by no later than January 31, 2020.

   It is also understood and agreed by the parties hereto that all obligations of the A/E set forth in this Agreement which extend to beyond the completion date of the work shall survive said completion and remain in full force and effect for the time set for the performance of said obligations.
Notwithstanding any other provision in this Agreement to the contrary, the BUILDING AUTHORITY may terminate this Agreement, with or without cause, upon five (5) days prior written notice to the A/E. In the event this Agreement is prematurely terminated without cause (i.e. for reasons other than A/E’s breach of the terms of this Agreement) as set forth herein, the A/E shall be compensated for services completed as of the effective date of termination in accordance with Section 7.

2. **Scope of Services.** The A/E shall, working directly with Mike Pathfinder, Facilities Manager for the Ingham County Human Services Building wherein the Work Site is located and other select members of the Ingham County Facilities Department and of the ICHD, provide the design and construction administration services required for the Project. The services and products to be provided by the A/E and A/E’s responsibilities under this Agreement shall be done in phases: Phase I - Design Development, Phase II - Construction Document/Bidding, and Phase III - Construction Administration.

The services to be provided by the A/E are further described on page 1 of the A/E’s Proposal, a copy of which is attached to this Agreement, labeled Exhibit A. The attached Exhibit A is incorporated by reference into this Agreement and made a part thereof. In the event of a conflict between the terms of this Agreement and the attached Exhibit A - Proposal, the terms of this Agreement shall take precedence and prevail.

3. **BUILDING AUTHORITY’s Responsibilities.** The BUILDING AUTHORITY shall provide the following to assist the A/E with the Project and its completion:

   A. Any existing drawings and building plans (electronic cad version if available).
   B. Any special requirements that are to be included in the documents.
   C. Exact sizes of any equipment or furnishings that are to be included in the design.
   D. Electrical & size requirements of any equipment or furnishings that are to be included in the design.

4. **Record Documents.** Upon completion of the work, the A/E shall compile for and deliver to the BUILDING AUTHORITY a reproducible set of Record Drawings based upon the marked-up record drawings, addenda, change orders and other data. These Record Drawings will show significant changes made during construction.

5. **Additional Services.** Additional services not specifically identified in Section 2. **Scope of Services** and/or Exhibit A shall be paid for by the BUILDING AUTHORITY in addition to the fees set forth in this Agreement provided the BUILDING AUTHORITY and A/E set forth their agreement with respect to such additional services, the costs therefore and the method for payment of such costs in a written amendment to this Agreement signed by the authorized representatives of both parties.
6. **Project Team.** It is expressly understood and agreed that the professional that the A/E shall assign to the Project shall be Roger L. Donaldson, AIA, CSI, Leed AP BD+C, and professional engineers contracted by A/E who shall provide necessary Mechanical, Electrical, and Plumbing (MEP) Engineering required for the Project. In the event there are any changes in A/E’s personnel assigned to the Project the A/E shall provide the BUILDING AUTHORITY with prior written notice identifying the person being replaced and the name, experience and qualifications of his/her replacement which must be equal to or greater than those of the person(s) being replaced. Any replacement must be approved by the BUILDING AUTHORITY before commencing any work required by this Agreement.

It is expressly understood and agreed that for the purposes of this Agreement the MEP Engineers contracted by the A/E for the Project shall be considered to be subcontractors of the A/E. The A/E shall include in its invoices to the BUILDING AUTHORITY the compensation due the MEP Engineers for the services they perform on the Project and shall be responsible for paying the subcontractors. The BUILDING AUTHORITY shall not make any payments directly to subcontractors. It is understood that the total of all sums paid by the BUILDING AUTHORITY under this Agreement shall not exceed the sum stated in Section 7.

7. **Compensation.** The BUILDING AUTHORITY shall pay the A/E for the services performed under this Agreement as follows:

A. **EIGHTY AND NO/100 DOLLARS ($80.00) per hour for Architectural Services for Architectural Construction Documents which includes preparation of the Project’s Floor Plane, Specifications and details as required by the State of Michigan Construction Code, complete Project Manual for bidding and performing all required services for bidding. The total sum to be paid for these Architectural Services shall not exceed the sum of FIVE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($5,400.00).**

B. **THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($3,500.00) for MEP Engineering services required for developing the Construction Documents required to cover necessary modifications to heating, ventilation, air conditioning, plumbing, and basic electrical lighting and power.**

C. **EIGHTY AND NO/100 DOLLARS ($80.00) per hour for Architectural Services for Construction Administration Services up to but not to exceed TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($2,200.00).**

D. **Not to exceed SIX HUNDRED AND NO/100 DOLLARS ($600.00) for the following reimbursable expenses:**

1. **FOUR HUNDRED AND NO/100 DOLLARS ($400.00) for Lansing Plan Review Fee.**

2. **TWO HUNDRED AND NO/100 DOLLARS ($200.00) for Printing Costs.**
It is expressly understood and agreed that the time and manner in which the A/E shall bill the BUILDING AUTHORITY for services and products provided and the sums which the BUILDING AUTHORITY shall pay, shall be in accordance with the following schedule:

A. Based on the fee amounts stated in "A" and "B" of the first paragraph of this Section 7, a sum of up to but not to exceed EIGHT THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($8,900.00) may be billed when the following has been completed to the BUILDING AUTHORITY's satisfaction:

1. All the Project's design work has been completed including drawings and specifications to be prepared by A/E and by the MEP Engineers retained by A/E for the Project;

2. Development of Project Manual for bidding; and

3. The provision of bidding services that include A/E's attending Pre-bid meeting, issuing any Addendum when required, attending bid opening, and review of bids received and making recommendations.

B. Based upon the fee stated in "C" of the first paragraph of this Section 7, a sum of up to but not to exceed TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($2,200.00) for the Project's Construction Administration when the entire Project has been completed, including all items on the Project's final punch list.

C. The reimbursable expenses may be billed and paid when they are incurred or added to bills submitted pursuant to "A" and "B" above.

The compensation authorized in this section shall be billed by the A/E after the occurrence of each of the events identified in the second paragraph of this Section 7. The A/E's bills shall be submitted to Ingham County Facilities Department, 121 E. Maple St., P.O. Box 319, Mason, MI 48854. Each bill shall identify the Project (i.e. Women's Health Center Remodeling Project) and set forth a brief description of the services performed and products produced by it, reimbursable expenses incurred, the total sum due and such additional information as the BUILDING AUTHORITY may require.

The BUILDING AUTHORITY shall process and pay the A/E's bills, pursuant to the BUILDING AUTHORITY's procedure for payment of Accounts Payable. It is expressly understood and agreed that the total sum which the BUILDING AUTHORITY shall pay the A/E for all the products and services provided and reimbursable expenses combined shall not exceed the sum of ELEVEN THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS ($11,700.00).

8. **Abandonment of Work.** If any work is abandoned or suspended, the A/E shall be paid for services performed prior to receipt of written notice from the BUILDING AUTHORITY of abandonment or suspension.
9. **Standard of Care.** In providing services under this Agreement, the A/E shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Failure to meet such standards shall be a material breach of this Agreement.

10. **A/E’s Accounting Records.** A/E’s records of reimbursable expenses and expenses pertaining to services performed under this Agreement shall be available to the BUILDING AUTHORITY or the BUILDING AUTHORITY’s authorized representative. Access to such records shall be granted to the BUILDING AUTHORITY’s authorized representative(s) within five (5) business days of the BUILDING AUTHORITY’s delivery to A/E of written notice requesting such access. The A/E shall retain such records for a period of not less than three (3) years after the termination of this Agreement.

11. **Schedule for Rendering Services.** The schedule for the performance of the A/E’s services shall be as mutually agreed upon in writing by A/E and Ingham County Facilities Department and ICHD prior to commencement of work on each Phase of the Project. The A/E contact person with the Facilities Department shall be Mike Pathfinder, Facilities Manager.

12. **A/E’s Responsibilities Regarding Project Contractors.** The A/E shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these shall be the Project Contractor’s responsibility under the Contract for Construction. The A/E shall not be responsible for the Project Contractor’s schedules or failure to carry out the Work in accordance with the Contract Documents. The A/E shall not have control over or charge of acts or omissions of the Project Contractor, Subcontractors, or their agents or employees, or of any other persons performing work on portions of the Project. A/E shall, however, be responsible for notifying the BUILDING AUTHORITY of the occurrence of any of the events set forth below which the A/E knows or should have known from the performance of its responsibilities under this Agreement:

A. Defects and/or errors in construction means, methods, techniques, sequences or procedures, in connection with work on the Project, or the Contractor’s schedules.

B. Failure of the Project Contractor or Subcontractor to carry out work on the Project in accordance with the Contract Documents.

C. Acts or omissions of the Project Contractor or Subcontractors, or their agents or employees which are contrary to the requirements of the Contract Documents, Federal, State or local laws, codes, ordinances, rules or regulations and/or may result in liability to the BUILDING AUTHORITY.
13. **Change Orders.** The A/E and the BUILDING AUTHORITY agree that any change orders or stop work orders applying to the Project must be approved in writing by the BUILDING AUTHORITY.

14. **Meetings.** The A/E’s authorized representatives shall meet as often as is reasonably necessary with the BUILDING AUTHORITY’s representatives to discuss matters regarding the Project, and the services and products to be provided by the A/E under this Agreement.

15. **BUILDING AUTHORITY’s Title to Records and Documents.** The BUILDING AUTHORITY shall have the sole and exclusive right, title and ownership to any and all plans, evaluations, drawings, specifications, records, documents, papers, reports, charts, maps, graphics, manuscripts, or electronic data prepared for or pertaining to the services to be performed and products to be produced under this Agreement. Upon completion or termination of this Agreement, all such materials along with any materials the BUILDING AUTHORITY has supplied to the A/E shall be turned over to the BUILDING AUTHORITY by the A/E. The A/E may retain reproducible copies of all such materials.

16. **Hazardous Materials.** As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCB’s, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the site of the Project.

Both parties acknowledge that the A/E’s Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event the A/E or any other party encounters any hazardous or toxic materials, or should it become known to the A/E that such materials may be present on or about the Project site or any adjacent areas that may affect the performance of the A/E’s services, the A/E may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the BUILDING AUTHORITY retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and the consultants or contractors certify that the Project site is in full compliance with all applicable laws and regulations.

17. **Nondiscrimination.** The A/E, as required by law, and/or Ingham County’s Equal Opportunity Employment/Nondiscrimination Policy shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, disability that is unrelated to the individual’s ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.
The A/E shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination including, but not limited to, the following:

A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.


Breach of this Section 17 shall be regarded as a material breach of this Agreement.

18. Compliance with the Law. The A/E shall render the services to be provided pursuant to this Agreement in compliance with all applicable Federal, State and local laws, ordinances, rules, regulations and codes.

19. Applicable Law and Venue. This Agreement shall be governed by and construed according to the laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the law of any other jurisdiction to the extent not inconsistent with or pre-empted by federal law.

The BUILDING AUTHORITY and A/E agree that any legal or equitable action arising out of or relating to this Agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

20. Independent Contractor. It is expressly understood and agreed that the A/E is an independent contractor. The A/E’s officers, employees, agents and subcontractors shall in no way be deemed to be and shall not hold themselves out as employees or agents of Ingham County or the BUILDING AUTHORITY. The A/E’s officers, employees, agents and subcontractors shall not be entitled to any fringe benefits of Ingham County or the BUILDING AUTHORITY such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity.

The A/E shall be responsible for paying all salaries, wages and other compensation which may be due its officers, employees, agents or subcontractors and for the withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper Federal, State and local governments. The A/E shall maintain workers’ compensation insurance and unemployment compensation coverage for its employees, as required by law.
21. **Living Wage Requirements.** In the event the A/E has five (5) or more employees the sum to be paid to the A/E under this Agreement when combined with the sums to be paid the A/E under any other Agreements the A/E has with Ingham County and/or the BUILDING AUTHORITY during a twelve (12) month period that includes the term of this Agreement totals or exceeds FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00) the A/E and all its subcontractor(s) shall comply with Ingham County’s policy on payment of living wages as set forth in the Ingham County Board of Commissioners’ Resolution No. 03-168, a copy of which is labeled Exhibit B and attached to this Agreement. In the event that the A/E or its subcontractor(s) violates Ingham County’s Payment of Living Wage Policy, the BUILDING AUTHORITY shall have the right to terminate this Agreement and/or the following remedies:

A. If the A/E is found to be in violation of the Living Wage Policy, the A/E shall be required to pay each affected employee the amount of deficiency for each day the violation occurs. The A/E shall also pay the BUILDING AUTHORITY $100.00 per affected employee for each day the violation occurs beginning with the third day after the A/E receives notification of the violation. The BUILDING AUTHORITY may withhold from payments to the A/E such amounts as are necessary to effectuate the above-stated payments or penalties.

B. If the A/E is found to be in violation of the Living Wage Policy and is subsequently required to pay the $100.00 penalty provided for above for more than three (3) incidents within a two (2) year period the A/E shall be barred from bidding on or entering into any contracts with the BUILDING AUTHORITY for a period of ten (10) years from the date of the last violation. An incident for the purposes of this subsection is defined as a failure to pay the living wage rate in a payroll period, a payday or numerous paydays, regardless of the number of employees affected by each incident.

Breach of this section shall be a material breach of this Agreement.

22. **Indemnification and Hold Harmless.** The A/E shall, at its own expense, protect, indemnify and hold harmless the BUILDING AUTHORITY, Ingham County and all Ingham County’s elected and appointed officers, employees, servants, and agents from all claims, damages, lawsuits, costs and expenses including but not limited to, all costs from administrative proceedings, court costs and attorney fees that the BUILDING AUTHORITY, Ingham County and all Ingham County’s elected and appointed officers, employees, servants and agents may incur to the proportionate extent resulting from the willful or wanton misconduct, or from violations of Federal or State laws, rules or regulations, or from the negligent acts or omissions of the A/E or its officers, employees, agents or subcontractors that may arise out of this Agreement.

Pursuant to Act No. 165 of the Michigan Public Acts of 1968 (MCL 691.991), as amended, the responsibility for indemnification set forth in this Section 22 shall be limited to the degree of fault of the A/E, its officers, employees, agents or subcontractors.
The A/E's responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the BUILDING AUTHORITY, Ingham County and Ingham County's officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the A/E.

It is expressly understood and agreed that the A/E shall not be responsible for any acts or omissions of the Project's Contractor, the Contractor's subcontractors or any employees or agents of the Contractor or subcontractors. The A/E does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

23. Insurance. During the duration of this Agreement, the A/E shall maintain the following insurances:

A. Workers' Compensation Insurance including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

B. The A/E shall be responsible for insuring all its tools, equipment and materials which it may use and/or leave at the Project's work site. Neither the BUILDING AUTHORITY nor Ingham County shall be responsible for any loss or damage to the A/E's tools, equipment and materials or that of the A/E's subcontractors.

C. Professional Liability Insurance (errors and omissions) with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per occurrence or claim and aggregate. If such coverage is on a claim made basis, the A/E shall keep its Professional Liability Insurance either in force, or purchase extended reporting period “tail” coverage, for a minimum of three (3) years after the termination of this Agreement.

D. Commercial General Liability Insurance (occurrence basis only) with limits of liability not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per occurrence and/or aggregate, covering Personal Injury, Bodily Injury, and Property Damage. Said insurance shall include the following coverages:

1) Broad Form General Liability Endorsements or equivalent, if not in policy proper;
2) Independent Contractors Coverage;
3) Contractual Liability;
4) Products and Completed Operations Coverage; and
5) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions.

E. Motor Vehicle Liability Insurance with Michigan No-Fault Coverages including all owned, non-owned and hired vehicles with limits of liability not less than
ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per occurrence combined single limit for Personal Injury, Bodily Injury and Property Damage Coverage.

F. It is understood and agreed by the A/E that the BUILDING AUTHORITY, Ingham County, all the BUILDING AUTHORITY’s members and Ingham County’s elected and appointed officials, all Ingham County’s employees, volunteers, boards, commissions and/or authorities and their board members including employees and volunteers thereof shall be added as Additional Insureds on the A/E’s Commercial General Liability Insurance and Motor Vehicle Liability Insurance required above. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, regardless of whether said other available coverage be primary, contributing or excess.

G. A/E shall be responsible for paying any deductibles in the insurance coverages.

All insurance coverages required by this Section shall be with insurance companies licensed and admitted to do business in the State of Michigan and whom are acceptable to the BUILDING AUTHORITY, and have a minimum A.M. Best Company (www.ambest.com) Insurance Report rating of A+ (Superior) or A or A- (Excellent).

It is understood and agreed that the A/E shall provide thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change to any of the insurances required in this Section 23 to Ingham County Purchasing Department, P. O. Box 319, Mason, Michigan 48854. The A/E shall also require its insurers to provide such notice in accordance with the policy’s provisions.

The A/E shall provide to the BUILDING AUTHORITY at the time copies of this Agreement are returned to the BUILDING AUTHORITY for execution with two (2) copies of certificates of insurance for each of the insurance policies/coverages required above in this section. If so requested certified copies of all policies shall be furnished to the BUILDING AUTHORITY.

In the event any of the policies of insurance evidenced in the certificates of insurance expire during the term of this Agreement, new certificates of insurance shall be issued to the BUILDING AUTHORITY meeting the requirements of this Section 23 evidencing the A/E’s continuation of such insurances at least ten (10) days prior to the expiration date.

24. Standards of Conduct for Ingham County Vendors. The A/E shall comply with Ingham County’s Standards of Conduct for Ingham County Vendors as set forth in Ingham County’s Board of Commissioners’ Resolution No. 15-459, a copy of which is labeled Exhibit C and attached to this Agreement. Breach of this Section 24 shall be a material breach of this Agreement.
25. **Iran Linked Business.** The A/E by its entry into this Agreement certifies to the BUILDING AUTHORITY that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the A/E, are an "Iran Linked Business" engaged in investment activities of $20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the A/E shall not become an "Iran linked business" during the term of this Agreement.

**NOTE:** IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN $250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHERVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

26. **Assignment or Subcontracting.** The A/E may not assign or subcontract for the provision of any of the services required by this Agreement without the prior written approval of the BUILDING AUTHORITY. It is, however, expressly understood and agreed by the BUILDING AUTHORITY and the A/E that any assignment or subcontract by the A/E does not affect the A/E’s responsibility and accountability to the BUILDING AUTHORITY for the assigned or subcontracted activity.

27. **Modification of Agreement.** Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

28. **Waivers.** No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

29. **Purpose of Section Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

30. **Complete Agreement.** This Agreement and Exhibits A, B and C, contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

31. **Binding Effect of the Agreement.** The covenants and conditions of this Agreement shall be binding upon and for the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto.
32. **Invalid/Unenforceable Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

33. **Surviving Provisions.** The provisions of Section 10, 15, 19, 20, 22, 28, 31 and 32 shall survive the termination of this Agreement.

34. **Certification of Authority to Sign Agreement.** The people signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY EXECUTED THIS AGREEMENT TO PROVIDE DESIGNING AND CONSTRUCTION ADMINISTRATION SERVICES FOR REMODELING INGHAM COUNTY HEALTH DEPARTMENT’S WOMEN’S HEALTH CENTER.

**INGHAM COUNTY BUILDING AUTHORITY**

By: __________________________

Mattiis D. Nordfjord, Chairperson

Date

By: __________________________

Timothy J. Dolehanty, Secretary

Date

**ROGER L. DONALDSON, AIA, PLC**

By: __________________________

Roger L. Donaldson

Date 8/1/19

APPROVED AS TO FORM FOR THE COUNTY OF INGHAM

By: __________________________

Robert D. Townsend

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Page 12 of 12
EXHIBIT A

PAGE 1 OF A/E’S PROPOSAL
April 10, 2019

Ingham County Health Department
5303 S. Cedar St.
Lansing, Michigan 48911

Re: Ingham County Health Department
Women’s Health Center Remodeling

Attn: Mike Pathfinder

Roger L. Donaldson, AIA P.L.C. is pleased to present this proposal of providing professional design services to Ingham County Health Department located at 5303 S. Cedar St, Lansing, Michigan.

In reviewing the project requirements, Roger L. Donaldson, AIA P.L.C. understands that it is your desire for these services to include:

- Design of Women’s Health Center Remodeling to include:
  - Existing 2nd Floor Suite of approximately 2,625 square feet;
  - Move Waiting into partially enclosed Atrium Area add check in window;
  - Change waiting to provide 6 room(s);
  - Add new Intake Office;
  - Modify check in/out windows to comply with Accessibility standards, remove extra check in/out windows;
  - Remove Ceramic Tile from toilets room, provide new flooring;
  - Provide new flooring and vinyl wall covering in areas as decided by owner;
  - Provide new ceiling panels in areas as decided by owner;
  - Change Exam room into two (2) new Exam Rooms;
  - Floor Plans, and details as required by the State of Michigan Construction Code.

- Mechanical, Electrical, Plumbing (MEP) Engineering as required by code and your requirements.
  - Modify Heating, Ventilation & Air Conditioning as necessary;
  - Modify Plumbing as necessary;
  - Modify Basic Electrical Lighting and Power as necessary.

- Complete Project Manual for Bidding through Purchasing Office

- Bidding
  - Attend Pre-Bid meeting on site;
  - Issue any Addendum when required;
  - Attend Bid Opening at Purchasing Office;
  - Review RfRs and provide recommendation of award;

- Construction Administration Services.
  - Prepare written Contract using AIA A101;
  - Review Shop Drawings of materials to be used to verify compliance with contract documents;
  - Issue any Billerings for changes in work when required;
  - Review and certify application(s) for payment;
  - Periodic Site Visits to observe that work is in compliance with contract documents;
  - Prepare Final Punch List of items to correct or complete at end of project;
  - Review Close Out documents and warranties.

- Field measure and documentation of existing condition.

- Design coordination with Mechanical & Electrical Engineers.

- Compliance with City of Lansing Building and Zoning Ordinances.

- Compliance with State of Michigan Construction Code.

- Compliance with Michigan Barrier Free Design Rules as may be applicable.

- Provide sufficient construction documentation (drawings and material specifications) to assist in obtaining a Building permit and quotations from Construction Contractors.

RogerIAA@comcast.net

DESIGNING A BETTER FUTURE
EXHIBIT B

INGHAM COUNTY’S
PAYMENT OF LIVING WAGE POLICY
Introducing the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION ESTABLISHING A POLICY TO REQUIRE THE PAYMENT OF A LIVING WAGE

RESOLUTION #03-168

WHEREAS, the Ingham County Board of Commissioners desires to increase the quality and reliability of services procured for Ingham County or provided Ingham County inhabitants by promoting higher productivity and retention of employees working for Ingham County on Ingham County contracts; and

WHEREAS, the Ingham County Board of Commissioners desires to use Ingham County spending and procurement of services to require covered employers who provide services to Ingham County to pay their employees a "Living Wage" sufficient to meet their employees' basic subsistence needs; and

WHEREAS, the Ingham County Board of Commissioners desires to raise the income of low-income working people and their families employed by covered employers on Ingham County contracts; and

WHEREAS, the Ingham County Board of Commissioners desires to use Ingham County spending to encourage the development of jobs paying wages above the poverty level; and

WHEREAS, the Ingham County Board of Commissioners, under this policy, does not intend to establish any generally applicable County minimum wage, or regulate the wages paid by any business or individual that chooses not to provide services covered by this policy to the County; and

WHEREAS, the Ingham County Board of Commissioners desires to provide incentives for covered employers to provide health insurance to their employees; and

WHEREAS, the economic research summarized in the Economic Policy Institute's August 2000 issue guide, "Higher Wages Lead to More Efficient Service Provision," indicate that payment of higher wages is associated with greater business investment in employee training, higher productivity, and lower employee turnover; and

WHEREAS, the Ingham County Board of Commissioners references the Michigan League for Human Services October 1998 report, "Economic Self-Sufficiency: A Michigan Benchmark," that a family of three required at that time, on average $2,724 a month to pay for housing, food, child care, health care, transportation, clothing, household supplies, a telephone, and taxes, and this was at the time equivalent to an hourly wage of $15.83 for households with a single worker and $7.82 for households with two workers; and

WHEREAS, while the 2002 United States Department of Health and Human Services federal poverty guideline was $18,100 a year for a four-person family income near the poverty level is not a desirable standard of living sufficient to meet the subsistence needs of a family in Ingham County and its surrounding communities.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby requires that each contractor pay its employees providing services under the contract wages which are greater than or equal to a living wage, and meets other conditions, as defined in this policy.

BE IT FURTHER RESOLVED, that this policy applies to any individual, proprietorship, partnership, corporation, trust, association or other entity that is a contractor, defined as follows:

i. A "contractor" is a party to a contract with Ingham County primarily for the furnishing of services (as opposed to purchasing or leasing of goods or property), where the total expenditure for such contract exceeds $50,000 in a twelve-month period and employs five or more employees, or where the total value of contracts that the contractor has in effect on the effective date of the contract with Ingham County exceeds $50,000 and where the contractor employs five (5) or more employees. It does not include contractors who pay Ingham
County a commission for the right to offer their services in county facilities or in conjunction with county events;

ii. A "subcontractor" is a party to a contract with a contractor providing services to Ingham County who is required to pay a "living wage" under the terms of this policy; whose contract with the contractor is for the purpose of furnishing services to Ingham County under the terms of the contractor's contract with Ingham County; where the subcontractor employs five or more employees and where the total value of the subcontractor's contract for that purpose exceeds $25,000.

BE IT FURTHER RESOLVED, that the living wage requirement of this policy shall apply with respect to any employee of a contractor or subcontractor who is employed either part time or full time providing services directly under the contract.

BE IT FURTHER RESOLVED, that for the purposes of this policy, the following terms and phrases are defined as follows:

A. "Contract" means an agreement to perform services, including the subcontracting of services. Contracts for the purchase of goods and contracts to lease or purchase property are excluded.

B. "Employer" means a person who engages employees to provide labor in exchange for payment of wages or salary.

C. "Federal poverty line" means the official poverty line defined by the Office of Management and Budget based on Bureau of Census data for a family of four (4), as adjusted to reflect the percentage change in the Consumer Price Index for all urban consumers.

D. "Health care benefits" means the right granted to an employee under a contract, certificate or policy of insurance to have payment made by a health care insurer or health care corporation for specified medical or health care services for the employee and dependents.

E. "Living wage" means an hourly wage rate which is equivalent to 125% of the federal poverty line on an annual basis when calculated based on forty (40) hours per week, fifty (50) weeks per year; provided however, that costs paid by the employer for an employee's health care benefits may be counted toward up to one-fifth (1/5) of the hourly rate payable to the employee.

F. "Person" includes individuals, proprietorships, partnerships, corporations, trusts, associations, joint ventures, and other legal entities, either incorporated or unincorporated, however operating or named, and whether acting by themselves or by a servant, agent or fiduciary, and includes all legal representatives, heirs, successors and assigns thereof.

G. "Public entity" means the State of Michigan including all agencies thereof, any public body corporate within the state, including all agencies thereof, or any non-incorporated public body within the state of whatever nature, including all agencies thereof.

BE IT FURTHER RESOLVED, that the County Controller shall annually adjust the living wage as provided herein to incorporate changes in the federal poverty level. The Controller shall notify the Board of Commissioners of any change in the amount of the living wage, and shall notify each contractor of such changes and each contractors shall, no later than 30 days after notification, adjust the hourly rates of affected employees as necessary to comply with this policy.

BE IT FURTHER RESOLVED, that the County Controller shall include an explanation of the requirements of this policy in all requests for proposals that may be covered by this policy.

BE IT FURTHER RESOLVED, that each contract covered by this policy shall require compliance with this policy. Each such contract shall provide that a violation of this policy shall be considered a material breach of the contract and Ingham County shall have the right to terminate the contract and disbar the contractor from future Ingham County contracts as provided below.

BE IT FURTHER RESOLVED, that every contractor shall post in a conspicuous place on all job sites subject to this policy a copy of the living wage rate required under this policy. The contractor shall keep accurate records of the names and actual wages and benefits paid to each employee providing services under the contract and subcontract and provide Ingham County with such records within five (5) business days, if requested by the County.
BE IT FURTHER RESOLVED, that each contract shall provide that contractors who are found to be in violation of this provision shall be required to pay each affected employee the amount of deficiency for each day the violation occurs. The contract shall also provide that contractors shall be required to also pay Ingham County $100 per affected employee for each day the violation occurs beginning with the third day after the contractor receives notification of the violation. The County may withhold from payments to the contractor such amounts as are necessary to effectuate the payments or penalties provided in this paragraph.

BE IT FURTHER RESOLVED, that a contractor who is found to be in violation of this provision and is subsequently required to pay the $100.00 penalty provided above for more than three (3) incidents within a two (2) year period shall be barred from bidding on or entering into any contracts with the County for a period of ten (10) years from the date of the last violation. An incident for purposes of this paragraph is defined as a failure to pay the living wage rate in a payroll period, a payday or numerous paydays, regardless of the number of employees affected by each incident.

BE IT FURTHER RESOLVED, that anyone with knowledge of a violation of this policy may file a complaint with the County Controller, who shall have thirty (30) days to investigate and remedy the complaint. If the complaint is not resolved to the complainant's satisfaction within the thirty (30) day period, the complaint or his representative may beforward his/her complaint to the County Services Committee of the Ingham County Board of Commissioners. The Committee shall forward its recommendation on the matter to the Board of Commissioners for final resolution.

BE IT FURTHER RESOLVED, a contractor or subcontractor found to have retaliated in violation of federal or state law against an employee for filing a claim of non-payment of a wage rate shall be ineligible to bid on any contract involving the County for a period of (five) 5 years from the date of such finding.

BE IT FURTHER RESOLVED, that the following exemptions from this policy apply:

A. Public entities are exempt from compliance with this policy.

B. Entities with 501(c)(3) status with who have nine (9) or fewer employees are exempt from compliance with this policy.

C. Employees who are working under the terms of a collective bargaining agreement are exempt from compliance with this agreement.

D. Exempt employees working on projects where federal, state or local law, or Ingham County policy requires payment of a prevailing wage are exempt from compliance with this policy.

E. The following programs are exempt if developed specifically for high school and/or college students by Ingham County or one of its contractors:
   1. A bona fide training program;
   2. A summer or youth employment program;
   3. A work study, volunteer/public service, or internship program;

F. Co-op employees employed as part of a high school or college co-op program which is part of the employee's educational curricula.

G. Programs which operate to train people with disabilities and which are designated as community rehabilitation programs, work activity centers and/or sheltered workshops.

H. Temporary or seasonal employees hired by a contractor. For purposes of this policy, temporary and/or seasonal employees are defined as employees hired to augment the regular workforce and are hired for three (3) months or less in the case of a temporary employee or nine (9) months or less in the case of a seasonal employee.

BE IT FURTHER RESOLVED, that a contractor may request a waiver of the provisions of this policy if they believe that the application of the policy to the contractor would violate federal, state, or local laws. Requests for waivers shall be made to the Controller, who shall refer such request to the County Services Committee of the Board. The Committee shall review the request and provide its recommendation to the Board of Commissioners for final action.

BE IT FURTHER RESOLVED, that a non-profit human services agency may request a waiver of the provisions of this policy if they believe that the application of the policy would cause economic harm to the agency in a fashion that would


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result in the harm created by application of the policy outweighing the benefits of applying this policy. Requests for waivers shall be made to the Controller, who shall refer such request to the County Services Committee of the Board. The Committee shall review the request and provide its recommendation to the Board of Commissioners for final action.

BE IT FURTHER RESOLVED, that this policy shall apply to any contract entered into or renewed after the effective date of this policy.

BE IT FURTHER RESOLVED, that entering an agreement for extension of a contract for a period beyond its original term shall be considered entering a contract for purposes of this policy.

BE IT FURTHER RESOLVED, that this policy shall go into effect ninety (90) days after adoption by the Ingham County Board of Commissioners.

BE IT FURTHER RESOLVED, that it is the intent of the Ingham County Board of Commissioners that the requirement for payment of a living wage as defined in this policy will apply to employees of Ingham County.

COUNTY SERVICES: Yes: Celentino, Holman, De Leon, Schor
Nays: Severino, Nevin Absent: None Approved 6/17/03

FINANCE: Yes: Swope, Dedden, Hertel, Thomas
Nays: Grebner, Minter Absent: None Approved 6/18/03.
EXHIBIT C

STANDARDS OF CONDUCT FOR INGHAM COUNTY VENDORS
ADOPTED - DECEMBER 8, 2015
AGENDA ITEM NO. 8

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING STANDARDS OF CONDUCT FOR INGHAM COUNTY VENDORS

RESOLUTION # 15-459

WHEREAS, the Ingham County Board of Commissioners ("Board") purchases goods and services from a multitude of vendors and contractors; and

WHEREAS, the Board is committed to ensuring impartiality, transparency, professionalism, equal treatment, and the highest standards of conduct with respect to its relationships with all current and potential County vendors; and

WHEREAS, the Board expects that, as a condition for doing business with the County, all vendors, contractors, and subcontractors conduct their business operations and interactions with County employees ethically; and

WHEREAS, the Board has determined that a clear and concise approach is needed to ensure compliance with appropriate standards of conduct.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby adopts the attached Standards of Conduct for Ingham County Vendors.

BE IT FURTHER RESOLVED, a copy of said Standards of Conduct for Ingham County Vendors shall be incorporated into the County’s vendor registration process so that vendors are fully informed as to the County’s expectations regarding vendor conduct.

BE IT FURTHER RESOLVED, the Purchasing Department shall include in all solicitations and purchase orders, and legal counsel shall include in all contracts, language requiring compliance with the provisions of the Standards of Conduct for Ingham County Vendors.

BE IT FURTHER RESOLVED, that any County vendor found to violate the Standards of Conduct for Ingham County Vendors shall be notified and offered an opportunity to respond. If a violation is found, the Board of Commissioners may preclude further business with that vendor for up to one year or longer.

BE IT FURTHER RESOLVED, that upon effective passage of this resolution, the Board directs the Purchasing Department to issue to all County departments and offices and legal counsel a copy of this resolution.

COUNTY SERVICES: Yes: Celentino, Koenig, Crenshaw, Banas, Bahar-Cook, Hope, Maiville
Nays: None Absent: None Approved 12/01/15
Standards of Conduct for Ingham County Vendors

The County of Ingham conducts business with businesses, vendors and contractors under a set of rules to ensure that all County officials and employees discharge their duties in a manner designed to promote public trust and confidence in our County. The County wants you to be aware of the rules that you and its employees are required to follow. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by providing these rules for you, your experience in dealing with the County will be both rewarding and satisfactory.

Providing Gifts or Gratuities:
Providing gifts or gratuities to employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

• Do not offer employees any gifts or loans.
• Employees may not receive any fee or compensation for their services from any source other than the County, so do not offer them.
• Buying meals for employees is only permissible during a working lunch or dinner where business is discussed and you are a current contractor (no alcohol). Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
• Letters to supervisors recognizing exceptional service by County employees are always welcome.

Conflicts of Interest:

• Do not ask employees for any special favor or consideration that is not available to every other citizen.
• Do not ask employees to disclose any information that is not available to every other citizen through normal public information channels unless necessary for the business you are hired for.
• Do not offer to compensate employees by offering to hire, or to do business with any business entity of the employees or their immediate family members.
• Do not ask employees to represent you or your company other than as part of their official duties with the County.
• Do not ask employees to endorse the products or services of your company.
• Do not ask employees to hand out or post advertising materials.

Vendor shall report if the following occurs:

Solicitation by County Employees:
Employees may not solicit gifts, loans, or any other items of value from people doing County business that will be used by them personally.

• If you are asked to pay a fee for services that you believe are improper or illegal, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517) 676-7200. Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee’s official duties for the County.
Use of County Equipment, Facilities and Resources:
Use of County equipment, facilities and resources is authorized only for County purposes.

* Do not ask employees to use County equipment to run errands or perform tasks for your benefit.

Your Rights and Expectations:
When dealing with employees of the County you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Ingham and our goal is to serve them to the best of our ability. Should you have any concerns or questions concerning this information or the conduct of any of our employees, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517) 676-7200.