



MEMORANDUM

To: City of the Village of Douglas City Council

From: Lisa Nocerini, City Manager

Date: February 5, 2024

RE: Resolution:415 Wiley Road Property

In 2020, the City of the Village of Douglas issued a Request for Qualifications to solicit qualified professional firms capable of inventorying, evaluating, assessing, and/or improving the City's Municipal facilities.

At the November 11, 2020, City Council meeting, the council voted to authorize ABM Building Solutions, LLC, of Troy, Michigan, to complete an investment grade audit of city facilities.

ABM has provided the City with a plan to rehab the building at 415 Wiley with the goal to relocate City Hall and Douglas Police Department operations, and created specs to also move the Douglas Department of Public Works to the location. The Public Works project has been placed on hold due to cost constraints. The project as presented only focuses on City Hall, Douglas Police Department, and Department of Public Works office space (not the outer buildings in the original plan).

Motion: To approve a resolution authorizing the selection of ABM Facility Support Services, LLC for the implementation of a design build project, contingent upon the determination of funding sources, procurement process and financing.

Resolution

A RESOLUTION AUTHORIZING THE SELECTION OF ABM FACILITY SUPPORT SERVICES, LLC FOR THE IMPLEMENTATION OF A DESIGN BUILD PROJECT CONTINGENT UPON THE DETERMINATION OF FUNDING SOURCES, PROCUREMENT PROCESS AND FINANCING.

WHEREAS, The City of the Village of Douglas (“City”), approves the selection of ABM Facility Support Services, LLC to implement a project to address the infrastructure needs of the City’s facilities at a total value \$7,799,237; and

WHEREAS the City is authorized under the laws of the Commonwealth of Michigan (the “State”), to enter into financing agreements for the construction of capital improvements to City facilities (the “Project”); and

WHEREAS the City Council finds that it is in the best interests of the City to proceed forward with the Project; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE City of the Village of Douglas, as follows:

The Council does hereby award a design and build agreement with ABM Facility Support Services, LLC (the “Agreement”) contingent upon a determination on the funding sources, and financing for the Project.

The City Manager and Legal Counsel are authorized to investigate and finalize the funding sources, and financing for the Project.

Upon finalization of the funding sources, and financing for the Project, the City Mayor, for and on behalf of the City, is hereby authorized to execute and deliver the Agreement reflecting the scope selected by the City Manager, with review from Legal Counsel, and all related agreements, if applicable, and such other documents and instruments attached thereto or required thereby, and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Resolution. Final agreement to be executed by the City Mayor.

The City Mayor, for and on behalf of the City, is authorized to execute the agreement, and financing agreement.

The City Mayor will issue a Notice to Proceed upon determination of the funding sources to ABM for the full amount of the Project value of \$7,799,237, so that equipment can be ordered immediately.

This Resolution shall take effect and be enforced from and after its adoption.

CERTIFICATE

I, THE UNDERSIGNED, Mayor of The City of the Village of Douglas, hereby certify that the foregoing is a true, correct compared copy of a Resolution adopted by the City Council on the fifth day of February 2024.

IN WITNESS THEREOF, I have hereunto set my hand and seal this fifth day of February 2024.

The City of The Village of Douglas
Cathy North, Mayor

ABM BUILDING SOLUTIONS, LLC		Bundled Energy Solutions Agreement
Proposal Date	Proposal	Agreement Number
January 29, 2024	85132249	85132249
BY AND BETWEEN		
ABM BUILDING SOLUTIONS, LLC 1775 Crooks Road; Suite B Troy, MI 48084	AND	City of the Village of Douglas 86 W. Center ST, Douglas, MI 49406-0757
Hereinafter: Contractor		Hereinafter: Customer
<p>PROJECT DESCRIPTION Customer wishes for Contractor to perform the project (the "Project") consisting of the implementation scope of work described in Exhibit B (the "Work" or "Scope of Work"). Customer also wished for Contractor to perform the ongoing services described in Exhibits G and I. The Project portion of this Agreement (the "Implementation Phase") will be substantially complete and ready for Customer's beneficial use within 12 months of issuance of a Notice to Proceed unless the date is extended pursuant to the terms of this Agreement or mutual agreement of the Parties. This Agreement shall become the valid obligations of both Contractor and Customer and Contractor shall proceed as if Notice to Proceed was issued on the 30th day following Customer's execution of this Agreement.</p> <p>The following Exhibits and Attachments are incorporated into this Agreement in their entirety:</p> <ol style="list-style-type: none"> 1. Exhibit A – General Terms and Conditions 2. Exhibit B – Scope of Work 3. Exhibit C – General Notes 4. Exhibit D – Reserved 5. Exhibit E – Financial Terms and Conditions 6. Exhibit F – Press Release Authorization 7. Exhibit G – Reserved 8. Exhibit H – Delivery and Acceptance Certificate 9. Exhibit I – On-Going Services 10. Exhibit J – Prevailing Wage Schedule 11. Exhibit K – Change Order 		

This Agreement is proprietary property of Contractor and is provided for Customer's use only, subject to the requirements of any applicable Open Records Acts. Customer shall notify Contractor of any request under applicable open records law and permit Contractor an opportunity to redact and/or respond. Contractor guarantees the price stated in this Agreement for thirty (30) days from proposal date above. The Agreement will become only after acceptance by Customer and approval by an officer of Contractor as evidenced by their signatures below. This Agreement, including all Exhibits and Attachments hereto, (the "Contract Documents") sets forth all the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Contractor which is not expressed herein.

ABM BUILDING SOLUTIONS, LLC	City of the Village of Douglas
Signature (Authorized Representative)	Signature (Authorized Representative)
NAME Richard Phelps TITLE Regional Vice President	NAME Cathy North TITLE Mayor
Date	Date

Exhibit A

General Terms and Conditions

The term "Contractor" shall mean and include the ABM entity from Page One.

The term "Customer" shall mean and include City of the Village of Douglas, MI

The term "Agreement" shall mean this Agreement, including all Contract Documents.

1. **Warranty.** Contractor warrants that the materials and workmanship provided by the Contractor under this Agreement will be free from defects for a period of 12 months after Customer's acceptance or beneficial use of the systems or any portion thereof, whichever is earlier, provided that the Contractor is given prompt written notice of the defect. In addition, if any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Contractor agrees to act on behalf of the Customer for purposes of processing any warranty claims against applicable manufacturers. Such obligation includes only administrative processing and not enforcement. Contractor agrees to respond to emergency warranty claims of Customer within 24 hours of call from Customer. Customer shall permit only Contractor's personnel or manufacturer's agent to perform the warranty work unless expressly authorized herein. If Contractor responds to a warranty call made at Customer's request and inspection indicates a condition which is not covered under this Agreement, Contractor may charge Customer at the hourly rate for such services. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED HEREIN, NO OTHER WARRANTIES, EXPRESS OR IMPLIED UNDER LAW, ARE PROVIDED, INCLUDING NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED. Customer expressly assumes the risk of, and agrees to hold Contractor harmless from, damage or liability that results from Customer's selection of lighting equipment, whether lights, bulbs, ballasts, or otherwise, that are incompatible with the system installed under this Agreement.

2. **Equipment Quality.** Equipment that is to be installed shall maintain a high standard of quality. The Customer shall review all product and manufacturer cut sheets on new equipment that is to be installed. The following shall be a minimum standard of equipment:
 - Boilers – Lochinvar or equivalent
 - Air Handlers/VAV Boxes – York or equivalent
 - Unit Heaters – Reznor or equivalent
 - Exhaust Fans – Greenheck or equivalent
 - HVAC Controls – Pelican or equivalent
 - Elevator – Savaria or equivalent

3. **Performance Bond.** Contractor shall provide a Performance Bond and Payment Bond in the full amount of the contract price for the implementation Work price as shown on Exhibit E-1. The costs for said bonds shall be included in the contract price. The Payment and performance Bonds shall be issued by a surety company authorized to do business in the State of the Project, having a financial strength rating by A.M.

Best Company of "A –" or better and shall be delivered to Customer prior to Contractor ordering any materials or requesting any payment under the terms of this contract.

4. **Access to Site.** – Customer shall permit Contractor free and timely access to areas and equipment and allow Contractor to start and stop the equipment as necessary to perform the Work. All Work under this Agreement will be performed during the Contractor's normal working hours; except that no Work will interfere with Customer's normal business activities.
5. **Prevailing Wages.** The prevailing wage determination, if applicable, has been provided by the Customer and is attached as Exhibit J.
6. **Schedule of Work.** Contractor and Customer agree that all Work required for the Project, including that of all other contractors and subcontractors for the Customer, if applicable, shall be performed in accordance with a schedule of construction activities prepared by Contractor in advance of their commencement. Contractor shall provide a detailed schedule of its activities, their relationship to other activities, and their access requirements and durations, and Contractor agrees to perform such activities with as little disruption to Customer's normal operation as possible. The schedule shall be based upon commencement and completion dates stated in this Agreement. Contractor shall be entitled to an equitable extension of contract time in the event of an Excusable Delay. Contractor shall be entitled to an equitable adjustment of the contract time and Contract Price in the event of a Compensable delay.
7. **Compensable Delay.** Any delay beyond the control and without the fault or negligence of the Contractor resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or other delays caused by the action or inaction of Owner or others under its control.
8. **Excusable Delay.** Any delay caused by governmental action, or lack thereof; shortages or unavailability of materials; labor disputes (including, but not limited to, strikes, slowdowns, job actions, picketing and/or secondary boycotts); fire or other casualty; delays in transportation; acts of God; directives or requests by any governmental entity, authority, agency or department; any court or administrative orders or regulations; adjustments of insurance; acts of declared or undeclared war, acts of terrorism, public disorder, riot or civil commotion; or by anything else beyond the reasonable control of Customer.
9. **Concealed or Unknown Conditions.** If concealed or unknown physical conditions are encountered at the site that differ from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contractor shall be entitled to an equitable adjustment in the contract price and contract time to account for any additional costs or time required for completion.
10. **Amendments.** Any alteration to, or deviation from, this Agreement involving extra work, cost of materials, or labor will become an extra charge (fixed price amount to be negotiated, or on a time-and-material basis at Contractor's rates then in effect) over the sum stated in this Agreement.
11. **Building Structure.** Contractor will not be required to move, replace, or alter any part of the building structure in the performance of this Agreement except as specifically provided for herein.
12. **Safety Data Sheets.** Customer shall make available to Contractor's personnel all pertinent Safety Data Sheets (SDS) pursuant to OSHA's Hazard Communication Standard Regulations.

13. **Notice to Proceed.** The date of the commencement of the Work shall be fixed in a notice to proceed. No Work shall be commenced until Customer issues such notices to proceed, which may be done in stages authorizing the commencement of certain Work at various times.
14. **Independent Contractor.** The Contractor undertakes performance of the services and the Work as an independent contractor. Nothing herein shall create a relationship of employer and employee, joint venture, or partnership between the Customer and the Contractor, its agents, representatives, employees, consultants, the Customer or any subcontractor, for any purpose whatsoever. Nothing herein shall create a relationship of principal and agent between the Customer and the Contractor, its agents, employees, representatives, consultants, Customer, or subcontractor. Neither party shall have the authority to bind or obligate the other as a result of the relationship created hereby. As an independent contractor, the Contractor: (a) shall provide supervision of the Contractor's agents, employees, and consultants; and (b) agrees to perform all of the Contractor's obligations under this Agreement in accordance with the Contractor's own methods subject to compliance with this Contract. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portion of the Work under the Contract. Any direction or instruction by the Customer or any of the Customer's authorized representatives shall be considered to have been given exclusively as evidence of the Customer's desire to obtain certain results from the Work and shall in no way affect the Contractor's status as an independent contractor.
15. **Hazardous Materials.** Asbestos Containing-Materials and Other Hazardous Materials: Contractor's obligation under this Agreement does not include the identification, abatement or removal of any asbestos products or other hazardous substances, with the sole exception of disposal of light bulbs and ballasts required to be removed as part of a lighting retrofit. In the event such products or substances are encountered, Contractor's sole obligation will be to notify the Customer of the existence of such products and materials. Contractor shall have the right thereafter to suspend its Work until such products and materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
16. **Environmental Indemnity:** Notwithstanding any other provision of the Contract, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Contractor and Contractor's subcontractors, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and assigns and successors, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from the Owner's use, or the storage, release, discharge, handling or presence of ACM, mold (actual or alleged and regardless of the cause of such condition) or Non-Contractor Hazardous Materials on, under or about the facility, or the noncompliance with this section titled, "Asbestos Containing-Materials and Other Hazardous Materials."

17. **Insurance.** Contractor shall maintain the following insurance: 1) Commercial General Liability insurance with limits for bodily injury and property damage of not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate; 2) Commercial Automobile Liability insurance with limits of liability for bodily injury and property damage of not less than \$5,000,000 combined single limit; 3) Workers' Compensation insurance with statutory limits and with an employer's liability limit of at least \$1,000,000 and 4) Excess liability limits of \$5,000,000 on above coverages. Contractor has the right to be self-insured where permitted by state law or to provide such coverage subject to a deductible or self-insured retention. Commercial General Liability and Automobile Liability policies shall apply on a primary and noncontributory basis and Customer shall be included as an additional insured under the General Liability and Automobile Liability policies, but only to the extent Customer is indemnified herein. Contractor, Customer and their insurers shall waive all rights of subrogation against one another for property damage claims. Upon request, Contractor will provide Customer with a certificate of insurance describing the coverage provided in accordance with these provisions and 30-day advance notice of cancellation/non-renewal will be provided.

18. **Indemnification.** Contractor agrees to indemnify, defend, and hold harmless Customer from and against any and all third-party claims, losses, or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof (including reasonable attorney's fees), to the extent caused by Contractor's negligence, willful misconduct or other fault of Contractor in the performance of the Work under this Agreement.

Customer agrees to indemnify, defend, and hold harmless Contractor from and against any and all third party claims, losses, or liabilities for personal injuries or property damages, as well as costs and expenses incurred in the defense thereof (including reasonable attorney's fees), to the extent caused by Customer's negligence, willful misconduct, or other fault; provided, however, that no language, agreements or covenants contained herein shall be deemed to waive any available defenses of official immunity or sovereign immunity of the customer, its agents, elected and appointed officials, employees, together with their heirs and assigns which are specifically preserved.

19. **LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT OF A PARTY'S INDEMNITY OBLIGATIONS FOR THIRD PARTY CLAIMS AND PAYMENT DISPUTES, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY OR LOSS OF PROSPECTIVE REVENUE, ARISING OUT OF THIS AGREEMENT OR ANY WORK PERFORMED OR TO BE PERFORMED HEREUNDER. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT EXCEED THE FEES OWED BY THE CUSTOMER UNDER THIS AGREEMENT.

20. **Force Majeure.** Contractor shall not be liable for any delay, loss, damage or detention caused by acts of God or public enemy; compliance with any order, decree, or request of any government authority; acts of declared or undeclared war; sabotage; fire; floods; adverse weather conditions; explosions; accidents; riots; strikes; labor disputes; pandemic; inability to obtain necessary materials or equipment from normal sources of supply to the extent such liability is unforeseeable; or any other cause not within the reasonable control of the Contractor.

21. **Air Quality.** Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of Customer's facility, including without limitation injury or illness to occupants of the facility or third parties, except to the extent of Contractor's adjudicated negligent acts or omissions or willful misconduct. However, nothing contained in the previous sentence shall be construed to affect any specific representation or responsibility of the contractor in regard to the indoor air quality or improvement thereto regarding any facility of the Customer as specifically set forth in this agreement and any attachments or exhibits hereto.
22. **Payment & Completion.** Implementation Phase: During the period beginning on the date of execution of this Agreement and continuing through the Date of Substantial Completion, Customer will make monthly progress payments to Contractor in the amounts shown in Exhibit E-1. Customer shall (within five (5) days of receipt) execute and deliver to Contractor completed forms H-1 (Exhibit H-1) upon substantial completion by Contractor of each portion of the Work identified in Exhibit B. A Final Delivery and Acceptance Certificate (Exhibit H-2) shall be executed by Customer upon final completion of all the Work ("Final Acceptance"). Customer shall not unreasonably withhold or delay the execution of any Delivery and Acceptance Certificate, which shall be deemed approved by Contractor if Customer has not taken action with respect to any Certificate within ten (10) days of its receipt thereof. For the purposes of this Agreement the term "Substantial Completion" (also referred to as "Beneficial Use") shall mean that the subject portion of the Work has been demonstrated by Contractor to be operating in a manner consistent with its manufacturer's intended use. For the purposes of this Agreement, the terms "Final Completion" or "Final Acceptance" shall mean that Contractor has fulfilled all of its implementation obligations under this Agreement. This shall include the completion of all punch list items and the submission of all required documentation.

Thirty (30) days after the date of an invoice on account of work done by Contractor, Customer shall pay Contractor 100% of the value of Contractor's work invoiced for that month. .

All invoices shall be due within 30 days from receipt. Amounts not paid to Contractor on or before the due dates specified in this Section 22 above will accrue interest at the rate of the prime interest rate plus four (4) percent for the number of days following the due date until such time as such amount due has been paid in full.

The services provided for hereunder may overlap one another. In that regard, the payments to be made by Customer to Contractor with respect to one or more services shall be in addition to one another.

23. **Ownership of Work.** Ownership of and title to the Work will automatically transfer to the Customer upon both: (a) the delivery of each such Delivery and Acceptance Certificate by Customer to Contractor indicating Substantial Completion, the execution and delivery of which shall not be unreasonably withheld or delayed, and (b) completion of all Customer's payment obligations to Contractor, excluding payment obligations related to maintenance or other annual services hereunder. The Customer shall bear all risk of loss to the Work upon Substantial Completion.

Subject and subordinate to the rights of any financing for the Work, Contractor under this Agreement shall be entitled to all rights, benefits and remedies afforded a secured party under law with respect to the equipment installed pursuant to this Agreement, including but not limited to those under the Uniform Commercial Code, as adopted in the state where the project is located or any other applicable state ("Code"). Contractor shall retain such security interest in the ECMs, pursuant to this Agreement, for equipment installed hereunder until Customer shall have accepted the same and title has transferred to Customer. If requested by ABM in connection therewith, Customer agrees to provide to Contractor appropriate financing statements and other documents necessary in order for Contractor and/or any bank, lender or financial institution to which Contractor has assigned any interest in this Agreement, to perfect said subordinate security interest in the ECMs.

24. Termination.

Customer:

(a) **Prior to Final Acceptance.** Customer may terminate this Agreement if the Contractor commits a material breach of any obligation hereunder which is not remedied within thirty (30) days of written notice specifying such breach.

(b)

Contractor:

Contractor shall have the right to terminate this Agreement upon 1) a material breach by Customer (including a failure to pay any amounts owed) of this Agreement which remains uncured following thirty (30) days written notice or 2) if Customer's Premises is condemned or destroyed, in whole or in part and not promptly repaired or replaced in full or 3) upon thirty (30) days prior written notice.

25. **Dispute Resolution.** Any controversy, claim, counterclaim, or dispute between the parties (or their affiliates) arising out of or relating to this Agreement or the subject matter hereof (including, without limitation, any questions concerning the scope and applicability of this paragraph) shall be attempted to be resolved by mediation. If the mediation fails to resolve the controversy, it shall be finally settled by arbitration held in Atlanta, Georgia with one arbitrator in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association (or any successor to the functions thereof). The arbitrator shall apply the substantive laws of the state in which the project is located. Any decision or award of the arbitrator shall be final, binding and conclusive on the parties to this Agreement.

The parties agree that any action to compel arbitration pursuant to this Agreement, to confirm any decision or award of the arbitrator, or to enforce any other remedies which may be necessary to effectuate such decision or award, may be brought in any court of competent jurisdiction and in connection with such action to compel the laws of that state (or, as applicable, the Federal Arbitration Act) shall control. The parties hereto hereby consent to the jurisdiction of the arbitrator and of such courts and waive any objection to the jurisdiction or venue of such arbitrator and courts.

26. Rebates and Credits.

- a. Generally: If applicable, any tax benefits, rebates or deductibles such as, but not limited to, those under section 179D of the Internal Revenue Code regarding the Energy Policy Act of 2005 are assigned to Contractor as part of this Agreement. Customer will use commercially reasonable efforts to assist with executing any necessary documents for Contractor to obtain such benefits.
- b. **Carbon Credits.** With regard to Carbon Credits the Customer:
 - i. acknowledges that the carbon credits generated by, arising from or otherwise created in connection with the Work (the "**Carbon Credits**") have been considered in assessing the economic feasibility of the Customer undertaking the Work and Contractor entering into this Agreement, including, without limitation, the impact of the potential: (i) asset value of the Carbon Credits; and/or (ii) revenue generated from any sale of Carbon Credits by Contractor;
 - ii. agrees that: (i) Contractor (or its assignees or transferees) shall have sole and exclusive right, title and interest in and to all Carbon Credits; and (ii) the Customer shall not: (A) sell, assign, transfer or otherwise dispose of any Carbon Credits, except in the course of transferring such Carbon Credits to Contractor (or its assignees); (B) acquire any right in the Carbon Credits; or (C) create (directly or indirectly), incur or permit to exist any lien on or with respect to the Carbon Credits or any portion thereof;
 - iii. acknowledges that the Carbon Credits are of substantial value to Contractor and should any Carbon Credits be encumbered, assigned, sold or otherwise transferred without the written consent of the Contractor, then Contractor would be prevented from realizing the full economic value of this Agreement and may be irreparably harmed;
 - iv. agrees that the Contractor may sell, assign or otherwise transfer any Carbon Credits in its sole and absolute discretion; and
 - v. undertakes to obtain (in writing) from each current and future financier, all relevant governmental authorities and each other counterparty to any contract entered into (whether now or in the future) by the Customer in connection with the Project (each a "**Project Participant**");
 - vi. an acknowledgment that Carbon Credits have been considered in assessing the economic feasibility of the Customer undertaking the Project, including, without limitation, the impact of the potential: (i) asset value of the Carbon Credits; and/or (ii) revenue generated from any sale of Carbon Credits by the Customer;
 - vii. an acknowledgment that the Carbon Credits are of substantial value to the Customer and should any Carbon Credits be encumbered, conveyed, assigned, sold or otherwise transferred without the written consent of the Customer, the Customer would be prevented from realizing the full economic value of the Project and may be irreparably harmed;

- viii. an agreement that the Customer may sell, assign or otherwise transfer any Carbon Credits in its sole and absolute discretion; and
- ix. an agreement that the Customer (or its assignees or transferees) shall have sole and exclusive right, title and interest in and to all Carbon Credits, and the financier, governmental authority or Project Participant (as applicable) will not acquire any right in or assert any lien against the Carbon Credits and provide evidence of the same to Contractor.

27. **Reserved.**

28. **Confidentiality.** (a) As used herein, "Confidential Information" means all information, including this Agreement, that is furnished by a Discloser, its affiliates or subsidiaries, including, but not limited to: business agreements, business secrets, business information, business plans, financial and pricing information, business practices, financial statements and reports, project specifications, projections, schematics and drawings, trade secrets, processes, materials, customer lists, supplier lists, sales volume, territories, markets, current, future or potential acquisitions, technical, production, operational, marketing or sales information or any and all other financial, business, organizational and technological information related to the Discloser's business and/or organization, whether or not such information is specifically marked "Confidential" or other similar legend. "Confidential Information" shall include all writings, notes, memoranda, media made by the Discloser or its employees, agents or servants with respect to such Confidential Information. Notwithstanding the foregoing, the following will not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or its Representatives, or (b) information that becomes available on a non-confidential basis from a source other than a party to this Agreement and if Recipient has no reason to believe such source was subject to any prohibition against transmitting such information.

(b) Recipient shall use the Confidential Information solely in connection with the Agreement and the Recipient shall not disclose the Confidential Information to any person other than directors, officers, employees, lenders, counsel, representatives, or affiliates of Recipient, if any (collectively, "Representatives"), who need to know the Confidential Information in connection with the Agreement. It is understood that (i) such Representatives shall be informed by the Recipient of the confidential nature of the Confidential Information and the requirement that it not be used other than for the purposes described above, (ii) such Representatives shall be required to agree to and be bound by the terms of this Agreement with respect to the confidentiality of such Confidential Information as a condition of receiving the Confidential Information and (iii) in any event, the Recipient shall be responsible for any breach of this Agreement by any of its Representatives. The Confidential Information shall be safeguarded from unauthorized disclosure and shall not be used in any manner by any party except as may be necessary for the purposes set forth herein. The term "person" as used in this Agreement shall be broadly interpreted to include, without limitation, any corporation, company, partnership, individual or other entity.

(c) If the Recipient or its Representatives are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, the Recipient will promptly notify Discloser of such request or requirement so that Discloser may seek an appropriate protective order or waiver in compliance with the provisions of this Agreement.

If, in the absence of a protective order or the receipt of a waiver hereunder, the Recipient or its Representatives are, in the written opinion of counsel, compelled to disclose the Confidential Information or else stand liable for contempt or suffer other censure or significant penalty, the Recipient may disclose only such of the Confidential Information to the party compelling disclosure as is required by law.

(d) The obligations under this Section will survive any termination or expiration of this Agreement indefinitely.

29. **No Partnership.** Nothing in this Agreement shall (i) be deemed to constitute a partnership in law between the parties, (ii) constitute any party the agent of the other for any purpose or (iii) entitle any party to commit or bind the other (or any member of its respective group) in any manner.
30. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
31. **Entire Agreement and Disclaimer of Reliance.** This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter in this agreement terminated and canceled in their entirety and are of no further force or effect. The parties represent that they have not relied on any promise, representation, or warranty, express or implied, not contained in this Agreement, and any such reliance is hereby disclaimed.
32. **No Third-Party Rights.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.
33. **Legal Capacity.** Each of the parties and signatories to this Agreement has the full right, power, legal capacity and authority to enter into and perform the party's respective obligations under this Agreement, and no approvals or consents of any other person are necessary in connection with that authority.

34. **Successors and Assigns.** All of the terms and provisions contained in this Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, legal representatives, successors and assigns. No party may assign, transfer, or novate any of its rights and obligations either in whole or in part to any other person or entity without the written consent of the other.
35. **Further Assurances.** Each of the parties to this Agreement shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement to carry out the intent of the parties to this Agreement.
36. **Attorney's Fees.** Should any party engage an attorney or institute any action or proceeding at law or in equity, or in connection with an arbitration, to enforce any provision of this Agreement, including an action for declaratory relief, or for damages by reason of an alleged breach of any provision of this Agreement, or otherwise in connection with this Agreement, or any provision of this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable and necessary attorney fees and costs for services rendered to the prevailing party in that action or proceeding.
37. **Choice of Law/Disputes.** This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the state in which the project is located without regard to principles of conflicts of laws.
38. **Independent Counsel.** All of the parties warrant and represent that they have been advised that they should be represented by counsel of their own choosing in the preparation and analysis of this Agreement; that they have been represented by independent counsel or have had the opportunity to be represented by independent counsel; and that they have read this Agreement with care and believe that they are fully aware of and understand its contents and its legal effect.
39. **ABM not a Municipal Advisor.** The Customer acknowledges and agrees that ABM has not acted as a municipal financial advisor to the Customer and that the Customer has not relied on ABM for any matters relating to the financing of the Project, including issuance of any bonds.
40. **Notices.** All notices and other communication under this Agreement (other than regularly scheduled payments) shall be deemed properly given upon receipt if delivered in person or sent by E-Mail with regular mail follow-up or sent by overnight delivery service or sent by registered mail, return receipt requested and postage prepaid, addressed as follows:

To: Customer

City of the Village of Douglas
86 W. Center ST,
PO Box 757
Douglas, MI 49406-0757
Attention: Cathy North

To ABM BUILDING SOLUTIONS, LLC:

1775 Crooks Road
Troy, MI 48084

Attention: Richard Phelps

With a copy to: legalnotice@abm.com

Either Party may change such address from time to time by written notice to the other Party.

41. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the Contractor and the Customer and supersedes all prior negotiations, written instrument signed by the party charged to be bound thereby. This Agreement may only be amended in a writing signed by the parties.
42. **Publicity.** Customer by executing Exhibit F hereby grants Contractor the right to name the Customer in Contractor marketing materials, including but not limited to, advertisements, press releases and promotions.

Exhibit B
Scope of Work

Infrastructure Solutions Project for City of the Village of Douglas

Facility	Square Feet
City Hall	15,495

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TECHNICAL CATEGORIES

The following are the improvements that will be made for City of the Village of Douglas:

TC – 21.1 – Build-out/Addition of Wiley Building

City Hall

415 Wiley Road

TC – 21.1 Build-out/Addition of Wiley Building

Scopes of Work

The buildout and expansion of the 415 Wiley Road building will be done per the set of 50% design drawings titled *City Hall/Police/DPW Interior Build-Out and Addition* dated February 2, 2021, and will include the changes to the basement and first floor plans as per updated Sheet A1 dated November 3, 2023.

A summary of the scope of work for the build-out and addition is listed below.

General Construction

Contractor will perform, furnish, and install the following:

Civil Engineering

- Perform site related due diligence associated with zoning requirements, utility service, access, grading, drainage, permit requirements and project approval process and timeline.
 - Develop conceptual site plan in accordance with current zoning requirements and restrictions and based on the sketch provided.
 - Coordinate layout and design standards with Owner
- Site Plan Approval, Construction Documents, and Permitting
 - Prepare drawings, details, and sheet specifications for use in construction and obtaining site construction related permits and approvals (Existing Conditions/Site Removals Plan, Site Layout Plan, Site Utility Plan, Site Grading & Erosion Control Plan, Site Details
- Operate as primary point of contact for all related permit applications during the review/approval process.
- Complete permit applications and assemble permit packages for owner/rep signatures.
- Administer and monitor permit review process.
- Includes up to one meeting with the city for site planning.
- Revise plans to address reasonable reviewing agency comments.
- Testing for concrete.

Civil Work for Police Garage addition

- Clearing and Grubbing
- Soil Erosion/Soil Control
- Topsoil Stripping
- Sand Fill to Balance Site
- Site Grading
- Gravel Base
- Respread Topsoil
- Relocation of water and fire protection main to new location in fire sprinkler room.

Demolition

- Saw cut three sections of elevated floor slab for new elevator shaft openings.
- Shoring included.
- Demolition of block walls.
- Removal of raised concrete pads.
- Disposal of materials.

Asphalt

- Fill existing cracks, seal and re-stripe parking lot.
- New asphalt to tie existing driveway to new Police Garage Addition.
- Seeding for disturbed areas around new Police Garage

Concrete

- Sidewalk, curb, gutter, and entrance/exit for new Police Addition
- Foundation, footings, and flatwork for new Police Garage Addition
- Reinforcing as required
- Includes the work for the elevator pit.
- Concrete cutting and pour back for plumbing lines in basement.
- Concrete pads for exterior HVAC condensing units and generator.

Masonry

- Police garage addition to be constructed with standard 8" cmu with vertical reinforcement 48" o.c.
- Bond beam for top of Police Garage addition walls with anchor bolts 4' o.c.
- Masonry lintels over overhead doors
- Therma barrier flashing with stainless metal drip edge, weep vents
- Brick veneer to match existing to the extent possible.
- Tooth and infill existing window opening at north elevation.
- Steel lintels for brick veneer door openings.
- Wash when complete.
- Vestibule columns.
- Block with cultured stone and brick veneer, precast cap top of stone
- New walls and infills in basement.
- Cut and tooth doors in basement.
- Crawl space wall, 3'- 4" tall
- Add an interior elevator shaft.
- Vertical reinforcement 48" o.c.
- 4 bond beam courses in elevator construction

Structural Steel

- Tube and Pipe columns, prime painted.
- Wide flange and Tube beams
- Anchor bolts, Misc. Structural metals, and hardware
- Steel erection
- Lintels for brick veneer openings.

Miscellaneous Steel

- Provide and install wall-mounted rails at existing stairs.
- Metal pit ladder
- Provide and install Bollards

General Trades

- Provide and install doors, frames, and hardware.
- Provide and install blocking
- Provide and install bathroom accessories.
- Provide and install wall-mount fire extinguishers
- Remove and dispose of hollow metal doors and frames per demolition drawings
- Remove and dispose of windows per demotion drawings
- Remove interior walls per demotion drawings
- Remove and dispose of temporary wood framed floor per demolition drawings
- Remove and dispose of steel steps
- Provide and install LVL Beams above crawlspace
- Provide and install vertical support knee wall in crawlspace
- Provide and install sheeting for floor above crawlspace
- Provide and install wall framing
- Provide and install clips and ties
- Provide and install wood/hollow metal doors, frames, and hardware
- Provide and install blocking for cabinets and accessories
- Provide and install toilet accessories
- Provide and install miscellaneous accessories
- Provide and install wood windowsills
- Provide and install laminate-coated cabinets and P-Lam countertops
- Provide and install chain link fencing in the basement.as shown in the drawings
- Provide and Install lockers and restroom partitions

Rough Carpentry

- Hardware, hold downs, and accessories.
- Exterior sheathing
- Trusses
- Loose lumber for walls
- Floor system
- Blocking Millwork
- Custom Millwork in council chamber (quoted without a detail)
- Millwork per details found on A11.
- Countertops, side, and back splashes.

Roofing, Signage and Siding of Police Garage Addition

- Furnish and install labor and materials for roof and siding. Roofing and siding of addition to match existing building to the extent possible.
- Flashing penetrations needed for plumbing vents
- Roofing
- Fascia
- Soffit
- Gutters
- Downspouts
- Furnish and install "DOUGLAS VILLAGE HALL" signage as shown in drawings.
- Provide and install four (4) LED can soffit lights to illuminate "DOUGLAS VILLAGE HALL" signage.

Caulking

- Water repellent at all exterior masonry
- Rod/sealants
- Caulking at plumbing fixtures

Doors, Frames, Windows, and Hardware

- Wood doors
- Hardware, sweeps, thresholds, and accessories.
- HM doors
- HM frames
- Bullet resistant wood doors.
- Wood doors, sliding.
- HM bullet resistant frames.
- New vinyl sliding window.

Overhead Doors

- Three (3' 9" 2" ' 9" I " x 1-"/8" Series s591 Steel Insulated Thermacore II Overhead Doors (050) or equivalent.
- Three (3) Overhead Door Corporation (or equivalent) electric operators with drawbar and brake.
- Includes all belts, button stations, emergency disconnects, radio controls, photocells, exterior keys with on/off button station.

Glass & Glazing & Aluminum systems

- Exterior aluminum storefront
- Interior aluminum storefront.
- Standard storefront doors.
- Glass, and bullet resistant glass per drawings
- Glazing infill metal panel
- Security film.
- Standard finishes of material.

Stud/ Ceiling/ Insulation /Drywall

- Metal framing.
- Bullet resistive panels. Level 3 per drawings
- Insulation.
- Insulation for roof trusses.
- Fiber reinforced plastic (FRP) panels
- Acoustical ceiling tiles (ACT)
- Drywall, tape, mud, and finish

Flooring & Hard tile

- Luxury vinyl tile (LVT), carpet tile, and hard tile per plans.
- Unisex shower and unisex bathroom figured with Kerdi-system or equivalent.
- Resilient base.
- Minor floor preparation
- Material allowance of \$20/ sf for carpet, LVT \$2/ sf, and Hard tile of \$3.50/ sf.

Painting and wall coverings

- One (1) coat of primer and two (2) coats of paint – one color throughout.
- Painting of indicated gypsum wallboard (GWB) walls, ceilings, hollow metal doors, frames and sidelights.
- Architectural caulking only at door frames on new construction with one edge finish paint

Toilet Accessories

- Grab bars
- Framed mirrors.
- Toilet paper dispensers.
- Soap dispensers.
- Sanitary napkin disposals.
- Paper towel dispensers.
- Hand driers.
- ADA signs.
- Shower bench.
- Shower rod with curtain.
- Shower grab bar.
- Stalls.
- Urinal screens.
- Lockers for unisex shower.

Fire protection

- Office Space – Light Hazard Occupancy and shall provide 0.10/1,500 with a 100 gpm hose allowance.
- All Other Areas – Ordinary Group II Occupancy and shall provide 0.20/1,500 with a 250 gpm hose allowance.
- Attic – Light Hazard Occupancy and shall provide 0.10/1,950 with a 100 gpm hose allowance.
- Starting inside the building at a 6" flange, Contractor shall provide one (1) wet and one (1) dry sprinkler system riser equipped with a double check valve backflow preventer, main drain, water flow indicator, inspectors test connection, wall mounted fire department connection, automatic air vent, and electric horn/strobe.
- Fire protection in attic will be dry-type system.
- One hundred four (104) – ½" QR concealed pendent sprinklers in areas with suspended ceilings.
- Two hundred twenty (220) brass upright sprinklers in areas with exposed construction and the attic.
- Three (3) sidewall sprinklers below overhead doors.
- Four (4) upright sprinklers in each tunnel.
- Sprinklers in the community room space.
- Necessary black steel pipe, ductile iron fittings and hangers to support the piping, properly installed.
- Necessary engineering and preparation of drawings, approvals and permits, fabrication, delivery to site, installation, and supervision.

Fire Alarm

- Furnishing and Installation of Fire alarm Control Panel.
- Furnish and Installation of Fire Alarm initiating devices.
- Furnish and Installation of notification appliances.
- Includes programing and testing, engineering, submittals and drawings as necessary.
- Includes one (1) duct smoke detector per the provided electrical and mechanical drawings.
- Includes furnish and installation of access control equipment, engineering, programming, testing, submittals, and drawings.

Card Access System

- Includes twenty-two (22) card readers, one hundred (100) key fobs and software
- Include one (1) year door license (ongoing licensing by Customer)
- Furnish and install new design-build for the access control system
- Provide wiring and terminate, as needed
- Provide and install battery backup for door controllers
- Provide and install door locking hardware, detectors, trim plates, motion sensors and programmable logic modules.
- Installation and programming for an operational system.

CCTV (IP Video System)

- Provide and install viewing station
- Includes one (1) year camera and multi camera license (ongoing licensing by Customer)
- Provide and install the following cameras
 - Five (5) CCTV Indoor Mini Dome Cameras
 - Five (5) CCTV Outdoor Dome Cameras
 - Four (4) CCTV Outdoor Fisheye Cameras
 - One (1) CCTV Outdoor Multi-sensor Dome Camera
- Pendant Cap mounts and large arms
- Provide and install panel, wire, cables, and supports
- Installation and programming for an operational system.

Burglar Alarm System

- Provide and install alarm panel, horn speaker, alarm console and keypad
- Provide and install one (1) motion sensor
- Provide and install cables, boxes, supports, etc. for installation
- Includes one (1) year cellular backup license, one (1) year alarm license and one (1) year horn speaker license (ongoing licensing by Customer).
- Installation and programming for an operational system.

Elevator

- Provide and install one (1) passenger cab with capacity of 1,400 pounds and running speed of 30 feet per minute.
- .
- Includes two (2) stops and two (2) openings, with a total travel of 14 feet.
- Includes commercial grade stainless steel hall calls, cabin operating panel and handrail.
- Includes illuminated indicator for cab operating panel and hallway call stations
- Includes automatic cab on/off lighting
- Includes 36-month limited parts warranty.
- Provide one (1) dedicated outside telephone line to the elevator control room/space(s) and terminated at the controller designated by the elevator company construction superintendent.

Appliances

- Appliance shall be LG or equivalent.
- Furnish and install the below appliances:
 - Lunchroom
 - Refrigerator
 - Dishwasher
 - Electric Range
 - Above-Range Microwave with hood.
 - Police Dept
 - Stacked washer and dryer

Electrical Construction

Contractor will furnish and install the following:

- Demolition of all existing electrical as necessary per drawings
- Demolition of existing right side of meter bank and relocate house panel feeds to left side.
- Install new metering terminal box, C/T cabinet, meter socket, 600A 3 phase fused disconnect, MDP, PP, PPA, EM-1 and EM-2 panels per one line diagram, drawings.
- One (1) 150kW, 120/240V, 3 phase, natural gas fired generator with two (2) automatic transfer switches per drawings.
- All light fixtures, switching, motion sensors, lighting controls and mounting hardware per drawings.
- All duplex receptacles, GFI receptacles, floor boxes, and cutting/patching of the floor as needed per drawings.
- All conduit, wiring, disconnects and fuse boxes for all mechanical equipment per drawings.
- All conduit, junction boxes, and pull stings per drawings (phone/data/fire alarm/security)

HVAC Construction

Contractor will furnish and install the following:

- Demolition and removal of mechanical equipment including three (3) existing indoor furnaces located in the unfinished space and attic. Contractor shall remove and cap gas lines, disconnect electrical from equipment, and remove any intakes, vents and equipment. Demo shall be completed per drawings.
- Contractor shall remove all ductwork and diffusers and provide patching any roof/wall penetrations.
- Provide and install one (1) new indoor air handling unit. Unit shall be Trane or equivalent and shall be sized at 10,500 CFM. Unit shall be installed in basement on 6" base rail as shown in drawings. Unit shall be equipped with a Direct Expansion (DX) Cooling Coil (376.24 MBh total capacity) and a 2" flat filter mixing section.
- Provide and install Pelican wireless, cloud-based temperature controls or equivalent.
- Provide and install two (2) new 15-ton outdoor condensing units. Units shall be Trane or equivalent. Units shall be mounted on east side of building as shown in drawings. Provide and install new refrigerant lines from outdoor units to indoor AHU TXV's.
- Provide and install two (2) new natural gas-fired hot water boilers in basement as shown in drawings. Boilers shall be Lochinvar FTXL or equivalent. Boilers shall be rated at 399.0 MBh each. Boilers shall be equipped with a condensate neutralization kit.
- Provide and install two (2) hot water circulating pumps sized per manufacturer recommendations (3 HP each). Pumps shall be Bell & Gossett or equivalent and shall be mounted inline or base mount.
- Install boiler piping as shown in drawings per manufacturer recommendations, including all components as shown.
- Install sealed combustion and exhaust through roof via HVAC chase.
- Provide and install hot water piping from basement to attic and to each Variable Air Volume (VAV) box. Install two-way control valve on each VAV box. Provide pipe sizes and routing as shown in the drawings.
- Provide supply and return ductwork from AHU to attic space.
- Provide new power exhaust in attic. Exhaust fan shall be Greenheck or equivalent.
- Provide ducted returns as shown in drawings, including mixed air plenum.
- Install outdoor air intake hood at roof.
- Provide and install twelve (12) Variable Air Volume (VAV) boxes. Locations in the attic are outlined in the drawings.
- Provide and install all ductwork as shown in drawings, including diffusers. Ductwork shall be located primarily in non-conditioned attic space and shall penetrate drywall ceiling as required.
- Provide return grilles as shown in drawings.
- Provide and install one new 5-ton split heating and cooling air conditioning unit that serves the basement. Provide ductwork, supply diffusers and return grilles as required and shown in drawings. Unit shall be equipped with a mixed air plenum for economizing and make-up air to offset exhaust from evidence storage.
- Provide inline exhaust fan serving evidence storage and associated ductwork as shown in drawings.
- Provide three (3) toilet exhaust fans as required and shown in drawings.
- Provide two (2) electric baseboard pedestal mounted heaters in vestibule, one (1) electric unit heater in sprinkler room and (1) electric cabinet heater for West Vestibule.

- Provide and install new natural gas-fired ceiling mounted radiant heater in new Police Garage. Heater shall be Reznor or equivalent and should be rated at 100,000 btu/hr.
- Provide and install new wall-mounted propeller exhaust fan (1000 CFM) and new intake louvre in Police Garage. Fan to be controlled via CO/NO2 sensors.
- Provide complete Test & Balance services
- Provide minimum R-6 insulation on all ductwork.
- Provide minimum 2" pipe insulation on all hot water piping greater than 1.25". Provide minimum 1.5" pipe insulation on all piping under 1.25". Insulation shall be fiberglass with plenum rated jacket and pipe labels.
- Relocate existing incoming gas lines as required, including new core holes.
- Provide new gas piping. Pipe sizing redesigned for 2 psi supply pressure with end device regulators as required.
- Natural gas service to new generator.

Plumbing Construction

Contractor will furnish and install the following:

- Demolition of existing restrooms and associated plumbing
- Mark out, cutting and removal of concrete as necessary for plumbing connections and capping
- Cap unused existing plumbing drains below concrete floor
- Core drill floor for restrooms 104, 105, 137 and 138 janitor's closet sanitary drains
- Sanitary drains and vents to be PVC
- Remove bad sections of 6" and 4" cast iron basement drain piping and install new PVC piping
- Domestic water piping to be Type L copper
- Water piping insulation
- New 2" copper water main installed from sprinkler room #140 and connected to existing 2" water main in the future tenant area (plumbing fixtures water piping to be fed off 2" water main)
- 2" backflow preventor for domestic water
- 1" backflow preventor for irrigation
- 50-gallon electric water heater
- New restrooms and plumbing fixtures drains will be connected to existing sanitary drains
- Restrooms #104/#105 fixtures: Four (4) sinks with manual faucets, three (3) tank type toilets and one (1) urinal
- Restrooms #118/#119 fixtures: Two (2) sinks with manual faucets and two (2) tank type toilets
- Restrooms #121/#122 fixtures: Four (4) sinks with manual faucets, one (1) urinal and three (3) tank type toilets
- Unisex restroom #137 fixtures: One (1) shower, one (1) tank type toilet, one (1) sink with manual faucet and washing machine water/drain
- Mop sink located in room #138
- Bilevel drinking fountain with bottle filler
- Stainless steel sinks: One (1) coffee bar, one (1) council chamber room and one (1) lunch room
- Necessary floor clean outs
- Eleven (11) floor drains with trap seals located the restrooms, sprinkler room and basement mechanical room
- Trench drains in the police garage

- Three compartment oil interceptor located in the police garage
- Hose bibs located in the police garage
- Sump pit and pump for elevator pit (pump connected to existing sanitary drain)
- Necessary supports and hangers for piping and fixtures installed.

[END OF ENTIRE SCOPE]

Exhibit C General Notes

Hazardous Material

There may be some hazardous material in various rooms throughout the facilities. Except where specifically included in Exhibit B, CONTRACTOR has not included any costs associated with the abatement or removal of asbestos containing materials (ACM), lead based paints, or other hazardous materials in the Contract Price.

Electrical Infrastructure

Contractor is not responsible for any Electrical Repairs upstream of the project tie in points, including any existing code deficiencies. It is assumed that this equipment has been maintained and is in good working order. Repairs to this equipment would be negotiated as an additional cost.

This Agreement does not include responsibility for repair or replacement necessitated by freezing weather, electric power failure, low voltage, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), requirements of governmental, regulatory or insurance agencies, or other causes beyond control of Contractor.

Equipment Efficiencies

All new heating and cooling equipment will meet or exceed the minimum efficiency standards as set forth by the Department of Energy and will comply with all applicable EPA regulations in effect as of the Proposal Date.

Material Requirements

All installed equipment will be able to be serviced in the future by qualified Mechanical or Electrical Contractors. No proprietary equipment will be installed. No requirements for Buy American are included in the scope of this project.

Refrigerant

Some of the existing air conditioning equipment surveyed may contain R-22 refrigerant. This refrigerant is no longer allowed to be used in new air conditioning systems. All new equipment will conform to EPA regulations for environmentally acceptable refrigerants.

Inclusions - All new work includes the necessary:

- Permits and fees as required
- Crane and rigging service
- Removal and disposal of old equipment
- Project management
- Customer training on new equipment provided (Boilers, pumps, condensing units, air handlers, etc.)
- Up to eight hours of customer training on new controls
- Engineering services as required

Exclusions - Not Included in This Scope:

- Asbestos abatement
- Abatement of other hazardous materials, including, but not limited to, mold and lead paint.
- Temporary Heating and/or cooling during equipment replacement
- Unforeseen conditions
- Work or upgrades to existing tenant portion of the building.
- Weather delays outside of Michigan's typical seasonal weather patterns, based on the previous three (3) years.
- COVID delays, referring to any mandated shutdowns.
- Disposal of contaminated soil.
- Dewatering from ground water.
- Add mixture to concrete for a faster cure time.
- Soils borings
- Sprinkling existing occupied tenant space.
- Exterior painting.
- All work to exterior of existing building other than what is required for the addition of the Police Garage.
- Additional parking or paving.
- Downstream analysis of storm water management is excluded.
- All information technology (IT) equipment, services and work. Customer shall supply and install servers, Wi-Fi routers, and all other items necessary for a functional system.
- Special seismic provisions . Fire Alarm central station monitoring.
- On-going required licensing fees beyond Year 1.

Clarifications

- Material allowance of \$20/ sf for carpet, LVT \$2/ sf, and Hard tile of \$3.50/ sf
- It is assumed existing utilities (public water and sewer services, electrical service, natural gas) to the building are sufficient and no additional services or expansion of service will be required and are not included in this scope of work.
- A network drop is required at each head end for card access doors and is to be provided by the Customer.
- A network drop is required for the elevator controller and is to be provided by the Customer.
- A network drop is required at the front end of the building HVAC automation system and is to be provided by the Customer.

Structural Upgrades

Structural upgrades to the facilities are not expected beyond what is included in the above referenced drawings, but, to the extent any additional structure upgrades to the existing facilities are required due to existing structural deficiencies or failures, they are excluded from Contractor's Scope of Work and solely the responsibility of the Customer.

Exhibit D

RESERVED

Exhibit E-1
Financial Terms and Conditions
Implementation Phase

Customer agrees to pay the Contractor the contract price for the implementation Work, as listed below, in accordance with the terms and conditions of the Agreement. The monthly progress payments shall be in the Payment Schedule shown below.

Contract Price \$7,799,237.

Down Payment (50%): \$3,899,618

Payment Schedule

Balance of contract to be billed in monthly installments.

Exhibit E-2
Financial Terms and Conditions
Performance Phase

Not applicable. There are no Performance Phase Fees or Ongoing Services Fees associated with this contract.

Exhibit F

Press Release Authorization

Consent to Use Name, Logo &/or Quote

ABM requests permission to use City of the Village of Douglas' logo/photo and potentially a quote, as part of ABM's marketing communications plan.

Your Company consents to ABM's use of your name, logo/photo and/or customer quote:

(Please initial those instances where you are granting your Company's consent.)

_____ In a press release, case study and/or client profile.

_____ In a listing of representative customers on ABM's web site.

_____ In a listing of representative customers on ABM's sales brochure.

_____ In a listing of representative customers in ABM's employee recruiting materials.

_____ In a listing of representative customers in ABM's responses to Requests for Information, Requests for Quotations or Requests for Proposal.

This consent is valid from March 1, 2024 in perpetuity unless Customer notifies ABM in writing.

ABM thanks you for your consideration and assistance in this important request.

ABM

CUSTOMER

Richard Phelps

Cathy North

Title: Regional Vice President

Title: Mayor

**Exhibit G
GUARANTEE**

RESERVED

Exhibit H-1

DELIVERY AND ACCEPTANCE CERTIFICATE
UPON SUBSTANTIAL COMPLETION

Customer hereby acknowledges receipt of the buildout and addition as described in Exhibit B as Substantially Complete in accordance with the terms of the Bundled Energy Solutions Agreement between the Parties. Customer hereby accepts the scope listed hereto after full inspection thereof as satisfactory for all purposes of the Agreement.

Substantial Completion Date: _____

Date Accepted by Customer: _____

Accepted for: **Customer**

Accepted by: _____

Name: _____

Title: _____

Note: Scope to which this Delivery and Acceptance Certificate relates is/are attached hereto.

Exhibit H-2

FINAL DELIVERY AND ACCEPTANCE CERTIFICATE

FINAL ACCEPTANCE OF PROJECT

Customer hereby acknowledges Final Acceptance of all scopes of work as described in Exhibit B in accordance with the Bundled Energy Solutions Agreement between the Parties. Customer hereby accepts the scope listed hereto after full inspection thereof as satisfactory for all purposes of the Agreement. Customer agrees to make the required payment(s) to ABM as set forth in the Agreement.

Date Accepted by Customer: _____

Accepted for: **Customer**

Accepted by: _____

Name: _____

Title: _____

Note: Scope to which this Delivery and Acceptance Certificate relates are attached hereto.

Exhibit I

On-Going Services

Not applicable. There are no On-Going Services associated with this contract.

Exhibit J

Prevailing Wage Schedule

Davis-Bacon/Prevailing Wage

Davis-Bacon/prevailing wage has not been included to complete all measures included in this scope of work. Should the Customer require prevailing wage to be utilized, ABM will be entitled to an equitable adjustment in the Contact Price to account for any costs associated with prevailing wage compliance.

**Exhibit K
Change Order Form**

This form will be modified to fit the specific change(s) being requested.

Customer	
Change Order No.	
Change Order Title	

Scope Location	Original Scope Description

Scope Location	Proposed Change to Scope Description

Cost Impact:

Schedule Impact:

(Description will be added here.)

Approvals

ABM BUILDING SOLUTIONS, LLC

Customer: City of the Village of Douglas

Signature (Authorized Representative)	Signature (Authorized Representative)
Name	
Title:	Title:
Date:	Date:

billing