

MONROE
DOWNTOWN
DEVELOPMENT AUTHORITY
RULES OF THE CHAMBER

Any person wishing to address the Board shall step up to the podium/front of room, state their name and address in an audible tone of voice for the record, and unless further time is granted by the Board, shall limit their address to three (3) minutes. A person may not give up or relinquish all or a portion of their time to the person having the floor or another person in order to extend a person's time limit in addressing the Board.

Any person who does not wish to address Board from the podium/front of room, may print their name, address and comment/question which he/she would like brought before Board on a card provided by a staff member and return the card to a staff member before the meeting begins. The staff member will address the presiding officer at the start of Public Comments on the Agenda, notifying him of the card comment, and read the card into the record for response.

The City of Monroe will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting upon one weeks' notice to the City Clerk/Treasurer. Individuals with disabilities requiring auxiliary aids or services should contact the City of Monroe by writing or calling: City of Monroe, City Clerk/Treasurer, 120 E. First St., Monroe, MI 48161, (734) 384-9136.

AGENDA
REGULAR MEETING
Wednesday February 15, 2023, 8:30 A.M.
CITY HALL, COUNCIL CHAMBER, 120 E. FIRST ST.

1. Call to Order

2. Roll Call

3. Vision Statement (1 minute)

4. Additions/Deletions to the Meeting Agenda (1 minute)

5. Public Comment (3 minutes per individual)

6. Consent Agenda (2 minutes)

Action Requested

A. Approval of Agenda

B. Approval of Minutes

i. Minutes of January 18, 2023

C. Financial Reports

i. January, 2023 DDA Preliminary Itemized Expenditure Report FY 2022-23

ii. January, 2023 DDA Revenue and Expenditure Report FY 2022-23

7. Project/Work Plan Updates (5 minutes)

8. New/Other Business

A. Proposals From AKT Peerless for Environmental Assessments (10 minutes)

B. EV Station – Cpaas and Make-Ready-Site Proposals (5 mi)

C. PlacePlan Pocket Park Update (5 min)

Action Requested

Action Requested

9. Board Member and Administrative Comments

10. Adjournment

Action Requested

Vision Statement

In 2027, downtown Monroe will be a vibrant and walkable destination where retailers, restaurants, and residential spaces combine into a lively shopping and entertainment district. All historic buildings have made improvements from façade renovations to new signage to outdoor seating. The downtown is united by an attractive, functional streetscape that is welcoming and accessible to all.

Minutes

**Monroe Downtown Development Authority
Regular Meeting January 18, 2023
Council Chambers, Monroe City Hall**

1. Call to Order

Chairperson William Slicker called the meeting to order at 8:32 a.m.

2. Roll Call

Present: Mayor Robert Clark, Mary Hastings, Andy Clark, Erik Drummonds, William Slicker, Robert Copp, Stuart Eastman

Absent: Scott Kegerreis, Malissa Whited

Staff: Annette Knowles, Downtown/Economic Development Coordinator

3. Vision Statement – Read by Mayor Clark

4. Additions/Deletions to the Meeting Agenda

Motion by Mayor Clark, seconded by Drummonds to add proposal for EV charging station as item 8E. *Motion carried, all ayes.*

5. Public Comment – None

6. Consent Agenda

A. Approval of Agenda

B. Approval of Minutes

❖ Minutes of December 14, 2022

C. Financial Reports:

❖ December, DDA Preliminary Itemized Expenditure Report FY 2022-2023

❖ December, DDA Revenue and Expenditure Report FY 2022-2023

Motion by Clark, seconded by Eastman to approve items on the Consent Agenda.
Motion carried, all ayes.

7. Project/Work Plan Updates – presented in written form

8. New/Other Business

A. Proposed FY2023-24 Budget

Annette discussed the budget forecast and provided a draft FY23-24 budget to all members present.

Vince Pastue, City Manager, provided an update on the transition plan for when Annette leaves; consider leaving funds in the budget. Discussion followed.

Motion by Eastman, seconded by Hastings to authorize submission of the proposed FY2023-24 Budget to the City Council for consideration and approval. *Motion carried, all ayes.*

B. Requested to Appropriate Funds- 2 Way Conversion Traffic Geometric Study.

Annette presented the documentation provided by Patrick Lewis, City Engineer, supporting the approval by council of OHM Advisors to perform a 2 way conversion traffic study. The DDA is asked to contribute half of the cost; this item was included in the current FY budget.

Motion by Hastings, seconded by Drummonds to authorize appropriation of \$49,000 to the 2 way Conversion Traffic and Geometric study, funds to be derived from account 248-65.736-818.020, General Contract Services. *Motion carried, all ayes.*

C. MPACT Sponsorship

Annette referenced communications from MPACT regarding renewal of sponsorship; she discussed opportunities for the DDA to work more with MPACT on video production and the importance of maintaining the relationship.

Motion by Mayor Clark, seconded by Copp to authorize appropriation of \$365 to MPACT sponsorship, funds to be derived from account 248-65.736-880.000, Community Promotion. *Motion carried, all ayes.*

D. Purchase Agreement for 13 West Front Street

William Slicker discussed the purchase agreement; he has been working with Robert Copp and Eric Drummonds on this agreement. Discussion followed.

Motion by Mayor Clark, second by Drummonds to approve the Purchase Agreement for 13 West Front Street, under terms and conditions described therein, at a purchase price of \$90,000, funds to be derived from account 248-65.736-971.000, Land; and be it further resolved that representatives of the DDA may take action to follow up on items included as due diligence. *Motion carried, all ayes.*

E. EV Charging Station

William Slicker provided an update on the project and location of the EV charging stations. Discussion followed.

Motion by Drummonds, second by A. Clark to authorize the Chair and the Mayor as a committee to move forward with the finalization of a proposal to construct site-ready improvements and to affect a subscription for EV charging stations, listing Lily Pad and ChargePoint as the contractors of record. *Motion carried, all ayes.*

9. Board Member and Administrative Comments -

Annette Knowles informed DDA members that Malissa Whited intends to resign as Board Member of the DDA. Discussion followed.

William Slicker discussed Board member attendance and Mayor Clark added he reviews attendance annually.

10. Adjournment

Motion to adjourn at 9:47 a.m. by Clark, seconded by Hastings. *Motion carried, all ayes.*

TRANSACTIONS FROM 01/01/2023 TO 01/31/2023

Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
Fund 248 DOWNTOWN DEVELOPMENT AUTHORITY							
Revenues							
Department 80.100 GENERAL REVENUE							
01/01/2023			248-80.100-665.005 INTEREST ON INVESTMENTS		BEG. BALANCE		(8,123.36)
01/12/2023	GJ	JE	5/3 SERVICE FEES - DEC 2022	27453	20.58		(8,102.78)
01/31/2023	GJ	JE	MICHIGAN CLASS EDGE INT - JAN 2023	27519		928.55	(9,031.33)
01/31/2023	GJ	JE	MICHIGAN CLASS INTEREST - JAN 2023	27520		1,720.89	(10,752.22)
01/31/2023			248-80.100-665.005	END BALANCE	20.58	2,649.44	(10,752.22)
TOTAL FOR DEPARTMENT 80.100 GENERAL REVENUE					20.58	2,649.44	
TOTAL Revenues					20.58	2,649.44	(10,752.22)
Expenditures							
Department 65.736 DOWNTOWN DEVELOPMENT							
01/01/2023			248-65.736-727.000 OFFICE SUPPLIES		BEG. BALANCE		395.04
01/17/2023	AP	INV	ADOBE SUBSCRIPTION	12/17/2022	31.79		426.83
01/17/2023	AP	INV	EMAIL ACCOUNT	12/01/2022	12.00		438.83
01/31/2023			248-65.736-727.000	END BALANCE	43.79	0.00	438.83
01/01/2023			248-65.736-730.000 POSTAGE		BEG. BALANCE		6.84
01/17/2023	AP	INV	DDA POSTAGE REIMBURSEMENT	010422	22.45		29.29
01/31/2023			248-65.736-730.000	END BALANCE	22.45	0.00	29.29
01/01/2023			248-65.736-818.005 LEGAL SERVICES		BEG. BALANCE		0.00
01/17/2023	AP	INV	LEGAL FEES MONROE DDA DECEMBER	13993	950.00		950.00
01/31/2023			248-65.736-818.005	END BALANCE	950.00	0.00	950.00
01/01/2023			248-65.736-818.020 GENERAL CONTRACT SERVICES		BEG. BALANCE		19,441.72
01/03/2023	AP	INV	SCHEMATIC DESIGN PHASE M25-221 COUNT	2816	2,375.00		21,816.72
01/26/2023	GJ	JE	TRANSFER FUNDS FOR 1/3/23 COUNCIL AC	27404	49,000.00		70,816.72
01/31/2023			248-65.736-818.020	END BALANCE	51,375.00	0.00	70,816.72
01/01/2023			248-65.736-853.000 TELEPHONE		BEG. BALANCE		155.00
01/17/2023	AP	INV	DDA OFFICE TELEPHONE	12/11/2022	31.00		186.00
01/31/2023			248-65.736-853.000	END BALANCE	31.00	0.00	186.00
01/01/2023			248-65.736-969.000 INSURANCE PREMIUM		BEG. BALANCE		1,329.00
01/01/2023	GJ		MONTHLY P&L INSURANCE ALLOCATION	27395	221.50		1,550.50
01/31/2023			248-65.736-969.000	END BALANCE	221.50	0.00	1,550.50
TOTAL FOR DEPARTMENT 65.736 DOWNTOWN DEVELOPMENT					52,643.74	0.00	
TOTAL Expenditures					52,643.74		73,971.34
TOTAL FOR FUND 248 DOWNTOWN DEVELOPMENT AUTHORITY					52,664.32	2,649.44	63,219.12

PERIOD ENDING 01/31/2023

		2022-23	YTD BALANCE	ACTIVITY FOR	AVAILABLE
GL NUMBER	DESCRIPTION	AMENDED BUDGET MAL	01/31/2023 (ABNORMAL) ASE	01/31/2023 (DECREASE) MAL	BALANCE (ABNORMAL)
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY					
Revenues					
Dept 80.100 - GENERAL REVENUE					
248-80.100-665.005	INTEREST ON INVESTMENTS	1,000.00	10,752.22	2,628.86	(9,752.22)
248-80.100-669.000	ASSET APPRECIATION	0.00	242.68	0.00	(242.68)
Total Dept 80.100 - GENERAL REVENUE		1,000.00	10,994.90	2,628.86	(9,994.90)
Dept 80.600 - GENERAL REVENUE					
248-80.600-402.000	REAL PROPERTY TAXES	311,700.00	262,649.54	0.00	49,050.46
248-80.600-410.000	PERSONAL PROPERTY TAXES	(34,800.00)	(20,658.45)	0.00	(14,141.55)
248-80.600-573.000	LCSA APPROPRIATION/PPT EXEMPT RI	17,400.00	6,960.24	0.00	10,439.76
Total Dept 80.600 - GENERAL REVENUE		294,300.00	248,951.33	0.00	45,348.67
TOTAL REVENUES		295,300.00	259,946.23	2,628.86	35,353.77
Expenditures					
Dept 65.736 - DOWNTOWN DEVELOPMENT					
248-65.736-727.000	OFFICE SUPPLIES	500.00	438.83	43.79	61.17
248-65.736-730.000	POSTAGE	500.00	29.29	22.45	470.71
248-65.736-750.015	UNIFORMS/CLOTHING	100.00	0.00	0.00	100.00
248-65.736-750.075	SEASONAL DECORATIONS-DDA	10,000.00	16,464.66	0.00	(6,464.66)
248-65.736-818.005	LEGAL SERVICES	0.00	950.00	950.00	(950.00)
248-65.736-818.010	AUDIT SERVICES	1,500.00	1,480.00	0.00	20.00
248-65.736-818.020	GENERAL CONTRACT SERVICES	175,000.00	70,816.72	51,375.00	104,183.28
248-65.736-853.000	TELEPHONE	1,600.00	186.00	31.00	1,414.00
248-65.736-860.000	TRAINING & TRAVEL	1,400.00	205.00	0.00	1,195.00
248-65.736-880.000	COMMUNITY PROMOTION	25,000.00	2,100.00	0.00	22,900.00
248-65.736-905.000	PUBLISHING/ADVERTISING	300.00	0.00	0.00	300.00
248-65.736-942.000	RENTAL-BUILDING	3,600.00	2,691.00	0.00	909.00
248-65.736-943.000	RENTAL-EQUIPMENT	445.00	445.00	0.00	0.00
248-65.736-955.000	MISCELLANEOUS EXPENSE	1,000.00	0.00	0.00	1,000.00
248-65.736-958.000	MEMBERSHIPS & DUES	600.00	495.00	0.00	105.00
248-65.736-964.700	FACADE IMPROVEMENTS	20,000.00	3,191.00	0.00	16,809.00
248-65.736-969.000	INSURANCE PREMIUM	2,658.00	1,550.50	221.50	1,107.50
248-65.736-971.000	LAND	100,000.00	0.00	0.00	100,000.00
248-65.736-974.000	LAND IMPROVEMENTS	100,000.00	0.00	0.00	100,000.00
248-65.736-995.101	TRANSFER OUT-GENERAL	10,000.00	0.00	0.00	10,000.00
248-65.736-995.301	TRANSFER OUT-DEBT SERVICE	125,060.00	23,530.00	0.00	101,530.00
Total Dept 65.736 - DOWNTOWN DEVELOPMENT		579,263.00	124,573.00	52,643.74	454,690.00
TOTAL EXPENDITURES		579,263.00	124,573.00	52,643.74	454,690.00
Fund 248 - DOWNTOWN DEVELOPMENT AUTHORITY:					
TOTAL REVENUES		295,300.00	259,946.23	2,628.86	35,353.77
TOTAL EXPENDITURES		579,263.00	124,573.00	52,643.74	454,690.00
NET OF REVENUES & EXPENDITURES		(283,963.00)	135,373.23	(50,014.88)	(419,336.23)

2022-2023 WORK PLAN

GOALS FROM STRATEGIC PLAN

- Goal 1: Preserve and enhance downtown by facilitating development
- Goal 2: Establish an environment that promotes residential growth
- Goal 3: Market the downtown to encourage people to frequent local businesses and events
- Goal 4: Inform and educate building owners and public of the actions and accomplishments of the DDA and businesses
- Goal 5: Support downtown businesses and property owners through financial incentives, advocacy and awareness
- Goal 6: Serve as an intermediary between the organizations that connect to downtown and link to other community

	PROJECT	TASKS	CHAMPION	TEAM MEMBER(s)	BUDGET	STATUS UPDATE
A.0	Front/Macomb parking lot redevelopment - RFP/legal				\$ 100,000.00	On hold per property availability
A.1		Property Acquisitions				
B.0	Develop Design Standards for downtown buildings/repeat 1981 Façade Study		Drummonds		\$ 50,000.00	Seeking Certified Local Government Grant due Feb. 2023
C.0	Project from Riverwalk Enhancement Plan		Kegerreis/Whited		\$ 50,000.00	Materials on order
C.1						
C.2		MLK Foot Bridge Enhancements		R. Clark		\$100,000 commitment for FY22-23 to be included in budget
D.0	Identify locations for infill development				\$ -	
D.1		Property Acquisitions				Environmentals on agenda, BRA approved funding request
D.2		DTE EV Charging Stations	Slicker	R. Clark		On agenda for Cpaas and Make Ready Site
E.0	Building Improvement Grant Program		Slicker	Copp	\$ 40,000.00	
E.1		39 S. Monroe - McGeady's				Closed out
E.2		52 S. Monroe - Noble's/Residential				
E.3		8 N. Monroe - River Raisin Banquet Center				Not eligible
E.4		34 W. Front - Castiglione				Expired
F.0	Enhance maintenance; improve garbage/litter clean up				\$ 25,000.00	
F.1		Garbage Off Streets				
G.0	Upgrade the streetscape				\$ 100,000.00	
G.1		Seasonal Pole Banners		A. Clark		DONE (winter)
G.2		Sidewalk Exhibits/Historical		A. Clark		
G.3		Art Event/Galleries				
G.4		Murals/Rewrite Ordinance				
H.0	Implement a Project from Heart of Monroe Plan		Slicker	R. Clark, A. Clark	\$ 100,000.00	Concept modified; put on hold; last concept an agenda item
H.1		Preserve Alley's Functionality				
H.2		Make Alley Inviting				
H.3		Connect Alley to Community				
H.4		Incorporate Monore's Unique Identity				
H.5		Incorporate Green Features				
H.6		Manage and Care				

I.0	Install gateway enhancements		Slicker	Copp	\$ 50,000.00
I.1		Permanent Placards on Entrance Buildings			
I.2		Murals			
J.0	Conversion of First/Front Streets		Slicker		\$ 100,000.00 In process
J.1		Traffic Conversion			
K.0	Annual Marketing Plan		Whited/Eastman		\$ 20,000.00
K.1		Billboards			
K.2		National Park Service			
K.3		Social Media			
K.4		Flyers			
K.5		Monroe County Fair			
K.6		DDA Building Markers			
L.0	Annual Communications Plan		Mayor Clark		\$ 4,000.00
M.0	Stakeholder/Informational Meetings				<u>\$ 1,000.00</u>
					\$ 640,000.00

Memo

Date: Friday, February 10, 2023

To: DDA Board of Directors

From: Annette M. Knowles *AMK*

Re: **PROPOSALS FROM AKT PEERLESS FOR ENVIRONMENTAL ASSESSMENTS**

BACKGROUND

Attached are two (2) proposals for your consideration regarding environmental assessments for 13 West Front Street. Of note, the Brownfield Redevelopment Authority approved funding support for these assessments; thus, the DDA will be reimbursed by the BRA once complete. We are grateful for the support and partnership from the BRA in this endeavor.

ACTION

Authorize the acceptance of proposals from AKT Peerless to conduct a Phase I Environmental Survey at a cost of \$2,400.00 and an Asbestos and Hazardous Materials Survey at a cost of \$7470.00, funds to be derived from Account 248-65.736-818.020, General Contract Services, for the property at 13 West Front Street.

January 20, 2023

Annette Knowles
Monroe Downtown Development Authority
777 Chicago Rd
Troy, MI 48083

Subject: Proposal to provide Phase I Environmental Site Assessment (ESA)
Proposal No. PF-31904

Ms. Knowles

AKT Peerless is pleased to present the attached proposal to provide Environmental Consulting Services for the following property:

- 13 W. Front Street
Monroe, Michigan

AKT Peerless will implement work immediately and will provide its Phase I ESA within four weeks of your authorization to proceed. AKT Peerless' estimated lump sum cost to complete the proposed scope of work is \$2,400.

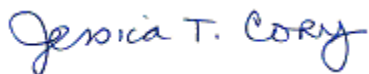
Any other unexpected or extraordinary concerns that become apparent during the assessment may require a revision in the scope of work and cost and could delay the project. AKT Peerless will notify you of any concerns or necessary changes in the proposed scope of work.

For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please sign the signature page and return a copy to me.

We look forward to working with you on this project. If you have any questions or require additional information, please contact Kyle Sayyae at 248-506-6216 or me at 248-310-5075 or via email at sayyaek@aktpeerless.com or coryj@aktpeerless.com.

Sincerely,

AKT PEERLESS

A handwritten signature in blue ink that reads "Jessica T. Cory".

Jessica Cory
Senior Project Manager – Group Leader

Enclosure

PROPOSAL FOR ENVIRONMENTAL CONSULTING SERVICES

AKT Peerless Proposal No. PF-31904

Introduction

AKT Peerless is pleased to submit this proposal to provide environmental consulting services for the following property:

- 13 W. Front Street
Monroe, Michigan

This Phase I ESA is not intended to satisfy the requirements a specific lender, the United States Small Business Association (SBA), Housing and Urban Development (HUD), and/or Michigan State Housing Development Authority (MSHDA) funding programs. If the Client anticipates using any of these funding sources, please contact AKT Peerless to provide a proposal to conduct a Phase I ESA that complies with the associated program requirements.

Scope of Work

AKT Peerless is pleased to submit its proposal to provide a Phase I Environmental Site Assessment (ESA) of the subject property. AKT Peerless' Phase I ESA will be based on (1) the scope and limitations of ASTM International *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process / Designation E 1527-21* (ASTM Practice E 1527) which outlines good commercial and customary practice for conducting a Phase I ESA and (2) the United States Environmental Protection Agency (USEPA) Standards and Practices for All Appropriate Inquiries (40 CFR Part 312).

Certain users of the proposed Phase I ESA may be able to satisfy one of the environmental due diligence requirements to qualify for the bona fide prospective purchaser, contiguous landowner, or innocent landowner liability protections available under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, the Superfund Amendments and Reauthorization Act (SARA) of 1986, and the Small Business Liability and Brownfield Revitalization Act (Brownfield Amendments) of 2002.

For the purpose of the proposed Phase I ESA, the Client will be the party that retains AKT Peerless to complete the Phase I ESA. AKT Peerless will not make an independent determination whether the Client is a *User* that satisfies the requirements to establish a Landowner Liability Protection (LLP) defense under CERCLA.

As described in ASTM Practice E 1527, a *User* is the party seeking to use ASTM Practice E 1527 to complete an environmental site assessment of the subject property. A *User* may include a potential purchaser of property, a potential tenant of property, an owner of property, a lender, or a property manager. The 2018 BUILD Act amended the CERCLA definition of bona fide prospective purchaser at §101(40) to include certain commercial tenants or lessees who acquire a leasehold interest in a property. Therefore, in certain cases, a person acquiring a leasehold interest in a commercial property may need to conduct a Phase I ESA for the purposes of all appropriate inquiries into the previous ownership and uses

of the leased commercial property to qualify for an LLP. Furthermore, a *User* seeking to qualify for an LLP under CERCLA has specific obligations for the successful application of this practice, including the Client and User Requirements described below. AKT Peerless' scope of work does not include an evaluation or completion of those specific user obligations under the ASTM Practice E 1527, unless otherwise noted in this proposal.

The purpose of AKT Peerless' proposed Phase I ESA will be to provide an independent, professional opinion of the *recognized environmental conditions* (RECs)¹, *historical recognized environmental conditions* (HRECs)², and *controlled recognized environmental conditions* (CRECs)³, in connection with the subject property, if any. AKT Peerless' Phase I ESA is designed to identify these conditions and the possible need for a more definitive study addressing specific areas of concern, if any. The proposed Phase I ESA will be intended to reduce, but not eliminate, uncertainty regarding the potential for RECs, HRECs, and CRECs in connection with the subject property.

Client Requirements

AKT Peerless requests that the Client provide the following information to facilitate developing a history of the previous uses of the subject property and surrounding area, and to aid the identification of conditions of potential environmental concern in connection with the subject property:

- Environmental records or reports regarding potential or known environmental liabilities associated with the subject property.
- The precise geographic location of the subject property, either by address, legal description, land survey, site map, or assessor's parcel number (APN, a.k.a. parcel identification number, ward/item number, etc.), and its relation to neighboring sites and/or cross streets near the subject property.
- Completed "Client Environmental Questionnaire" and requested documents
- User Obligations for LLP, if any, in accordance with E 1527 and AAI

AKT Peerless' scope of services will not include conducting a search for land title records. However, AKT Peerless will comment on land title records if provided by the Client.

¹ ASTM Standard Practice E 1527-21 defines the term REC as (1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment.

² ASTM Standard Practice E 1527-21 defines the term HREC as a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities without subjecting the subject property to any controls (for example, activity and use limitations or other property use limitations). A HREC is not a REC.

³ ASTM Standard Practice E 1527-21 defines the term CREC as a REC affecting the subject property resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority or authorities (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations or other property use limitations).

In addition, if underground storage tanks (USTs) are known to be present at the subject property, AKT Peerless requests that the Client provide (or obtain from the current UST operator) copies of documentation (e.g., permits, registration records, insurance certificates, etc.) regarding the compliance status of on-site USTs relative to currently applicable engineering upgrade requirements for leak detection, corrosion protection, and overspill protection. If a UST system is present, the Client should also be prepared to disclose to AKT Peerless the financial assurance mechanism utilized by the owner/operator.

User Requirements

In order to qualify for one of the LLPs offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2002 (the “Brownfields Amendments”), a *User* must conduct certain inquiries as described in 40 CFR 312. If the Client intends to use ASTM Practice E 1527 to qualify for a LLP to CERCLA liability, then AAI requires that certain tasks be performed by - or on behalf of – that party. As appropriate, these inquiries must also be conducted by EPA Brownfield Assessment and Characterization grantees. While such information is not required to be provided to the Environmental Professional, AKT Peerless requests that the Client provide such information as prompted in our Questionnaire and Interviews as such information can assist the AKT Peerless in identifying environmental conditions.

Scope of Work

In accordance with ASTM Standard Practice E 1527-21, AKT Peerless’ ESA will include the following tasks:

- A reconnaissance of the subject property, as well as observation of the adjoining properties as feasible from the subject property and public rights-of-way, to identify uses or activities that may pose an environmental concern to the subject property, including a review of: (1) general activities occurring at the subject property, (2) existing subject property conditions, and (3) the uses of adjoining properties.
- A review of current environmental database information compiled by a variety of regulatory agencies to evaluate potential environmental risks associated with the subject property, adjoining properties, and select nearby sites that are (1) identified on target lists, and (2) within varying distances of up to one mile from the subject property⁴.
- A review of reasonably ascertainable agency file information associated with known or suspected sites of environmental concern maintained by regulatory agencies. Files will be reviewed for the subject property. Files for adjoining properties, and nearby sites that may present a concern to the subject property, will be reviewed, but additional fees may apply. If such records are not reviewed, AKT Peerless will provide written justification as to why a review was not completed.
- A review of reasonably ascertainable standard historical sources to develop a history of the previous uses of the subject property and surrounding area back to the obvious first developed uses, or 1940, whichever is earlier. Such sources may include aerial photographs, maps (e.g., topographic, fire insurance, plat, etc.), city directories/address indexes, previous environmental assessments, and municipal records, as appropriate.
- A review of reasonably ascertainable records pertaining to regulated waste generation, registered USTs, leaking UST (LUST) incidents, or other environmental events occurring on the subject property or nearby sites that AKT Peerless judges to have a potential to pose an environmental concern to the

⁴ AKT Peerless will use search radii consistent with ASTM recommended approximate minimum search distances.

subject property.

- The consideration of adjoining property uses and activity.
- A review of readily available environmental information and reports maintained for the subject property.
- Interviews with persons, including regulatory agency representatives, who are familiar with past and present uses, activities, and/or environmental concerns at the subject property and adjoining properties.
- Review and summary of information provided by the Client related to Activity and Use Limitations (AULs), environmental liens, or institutional controls (if any). AKT Peerless will also summarize such information if obtained during environmental regulatory record reviews.
- An evaluation of information obtained from these resources to determine if RECs, CRECs, or HRECs exist in connection with the subject property.

During the assessment, AKT Peerless will evaluate or consider: (1) the potential for contamination of soil, soil vapor, and groundwater at the subject property, (2) the possible presence of underground or aboveground storage tank systems at the subject property, (3) the possible presence of hazardous substances or petroleum products at the subject property, (4) the proximity of the subject property to known and/or suspected sites of environmental concern, and (5) the historical use of the subject property.

AKT Peerless will prepare a written report documenting the data and information gathered during the Phase I ESA. AKT Peerless' report will summarize the known environmental conditions associated with the subject property, if any. Unless advised otherwise by the Client, AKT Peerless will include recommendations for further investigation of the noted environmental concerns.

The conclusions and recommendations will reflect AKT Peerless' best professional judgment and will be based upon the conditions observed and information made available at the time of the assessment.

Schedule

AKT Peerless will implement work immediately and will provide its Phase I ESA within four weeks of your authorization to proceed. The overall time to complete the project may be delayed due to agency response times.

Fees

AKT Peerless proposes to provide the services described in this proposal for the total estimated cost described below:

Total Estimated Cost - Phase I ESA

\$2,400

In January 2020, EGLE changed their FOIA request policy. The revised policy includes an internal review of requested documents to evaluate the need for redactions (among other changes). This policy change has resulted in delays to the access of file information and increased FOIA fees. In some cases, these time and cost increases have made this information not *reasonably ascertainable* as defined in ASTM International Standard E 1527. AKT Peerless will provide updates if such delays occur and additional fees are required.

AKT Peerless' proposal includes reviewing regulatory agency records for the subject property. AKT Peerless may charge an additional fee to review regulatory agency records to adequately and appropriately evaluate potential environmental concerns associated with uses of (or events at) adjoining or nearby sites determined to be a potential environmental concern to the subject property. Furthermore, the additional costs for municipal fees related to FOIA responses may be passed on to the Client. AKT Peerless will promptly apprise the Client of the relative cause for such additional fees but will not complete the extra activity without Client authorization.

AKT Peerless' cost estimate for its proposed scope of work includes one (1) hour of consulting time after the project is complete. Follow-up services provided by AKT Peerless, such as additional research, post-publication modifications to the report, project meetings, etc., shall be billed based on AKT Peerless' standard professional service fee schedule for Phase I ESA modifications and/or project support outside of the scope of work.

Unless requested otherwise, AKT Peerless will provide an electronic copy of the final report. Paper copy reports, if requested, will be provided at a rate of \$75 per copy.

Limitations

In January 2020, EGLE changed their FOIA request policy. The revised policy includes an internal review of requested documents to evaluate the need for redactions (among other changes). This policy change has resulted in delays to the access of file information and increased FOIA fees. In some cases, these time and cost increases have made this information not *reasonably ascertainable* as defined in ASTM International Standard E 1527. AKT Peerless will provide updates if such delays occur and additional fees are required.

Due to the ongoing coronavirus (COVID-19) pandemic, interior subject property reconnaissance of occupied sensitive properties (e.g., nursing homes, medical facilities, etc.) may not be conducted during the proposed Phase I ESA. Furthermore, accessibility to information critical to completion of our deliverables (i.e., municipal offices, regulatory agency files, historical information/vendors, libraries, etc.) may be limited during this time. AKT Peerless will provide updates if such limitations are encountered, or delays occur.

AKT Peerless will make reasonable efforts to determine if USTs or related equipment (collectively referred to as UST systems) are or have been present at the subject property. AKT Peerless defines reasonable efforts as obtaining and evaluating information from visual observations of unobstructed areas and from the historical resources described in this proposal. AKT Peerless recognizes, and urges users of the proposed assessment to acknowledge, that the accuracy of our conclusions relative to the on-site presence or use UST systems directly corresponds to the presence of obstructions (e.g., snow, densely growing vegetation, standing water, pavement, equipment, structures, storage, debris, etc.) at the time of the reconnaissance, or to our receipt and evaluation of incorrect or incomplete information.

AKT Peerless cannot warrant or guarantee that the information gathered from third parties during the proposed Phase I ESA is exhaustive, or that the information obtained from sources is complete or accurate.

Unless specifically noted otherwise, invasive investigation of any kind has not been performed during this Phase I ESA, nor has observation under floors, above ceilings, behind walls, within the surface and

subsurface soil, within groundwater, within confined spaces, roof tops, or inaccessible areas been performed.

Unless specifically noted in the proposed scope of work, AKT Peerless will not evaluate any potential environmental conditions (i.e., further areas of possible business/environmental concern and/or liability) that are outside the scope of ASTM Practice E 1527. Examples of such non-ASTM potential environmental conditions that are beyond the scope of this Phase I ESA include: asbestos containing materials (ACMs), biological agents, cultural and historic resources, ecological resources, endangered species, health and safety, indoor air quality, industrial hygiene, lead-based paints (LBPs), lead in drinking water, moisture intrusion/suspect mold or microbial growth, noise pollution, naturally-occurring radon, regulatory compliance/non-compliance, substances not defined as CERCLA hazardous substances, and/or wetlands. If the Client requires these services, please contact AKT Peerless for a proposal to conduct those tasks under a separate scope of work.

This proposal does not include sampling or analysis of the subject property or related building materials. If visual observations or information obtained during the Phase I ESA indicate the need for additional assessment, AKT Peerless will contact the Client to convey our findings and related opinions, and to discuss a proposed scope of services to address those concerns.

This proposal and the associated cost estimate are valid for 30 days. After 30 days have elapsed, AKT Peerless reserves the right to alter the scope of work and estimated cost. Any unexpected or extraordinary concerns that become apparent during the assessment may require a revision in the scope of work and cost and could delay the project. AKT Peerless will notify you of any concerns or necessary changes in the proposed scope of work. Changes in the scope of work and the estimated price would be dependent on potential changes in the amount of available site information, regulatory requirements, seasons, economic conditions, etc. If necessary, AKT Peerless will provide an altered scope of work and the associated price estimate for approval prior to initiating project activities.

This proposal, including: descriptive material, pricing, discussion of proposed methods to be used or implemented by AKT Peerless, and related information set forth herein are confidential; these items constitute trade secrets of and are proprietary to AKT Peerless. AKT Peerless is submitting this information for informational purposes only, based on the express understanding that it will be held in strict confidence; will not be disclosed, duplicated, or used, in whole or in part, for any purpose other than the evaluation of this information; and will not, in any event, be disclosed to third parties, without prior written consent of AKT Peerless.

Terms and Conditions

By signing this proposal, the Client agrees to the terms and conditions presented as Appendix A. Unless otherwise noted, AKT Peerless will prepare and render invoices for work performed to date on a monthly basis. For electronic payment, the following table provides AKT Peerless' bank routing information:

ACH Transactions	Domestic Fund Wires	International Fund Wires
AKT Peerless Environmental Services Account No. 01388362854 ABA No. 072403473	Huntington National Bank 7 Easton Oval – EA2W47 Columbus, Ohio 43219 Account No. 01388362854 ABA No. 044000024	Huntington National Bank 7 Easton Oval – EA2W47 Columbus, Ohio 43219 Account No. 01388362854 SWIFT CODE: HUNTUS33

AKT Peerless is prepared to initiate this project immediately upon receipt your written authorization to proceed. For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please endorse the signature page and return a copy to the undersigned.

PROPOSAL ACCEPTANCE FOR

Phase I Environmental Site Assessment

13 W. Front Street, Monroe, Michigan

This proposal submitted by:

Jessica T. Cory

Jessica Cory

Proposal submitted on:

January 20, 2023

Please authorize the proposal by executing below:

Proposal amount:

\$2,400

Client contact:

Annette Knowles

Monroe Downtown Development Authority

120 East First Street

Monroe, MI 48161

AKT Peerless Proposal No.

PF-31904

Acceptance:

(Signature)

Monroe DDA

Print Name:

William C. Slicker

Title

Chairman

Date

2/1/23

TO EXPEDITE COMPLETION OF THIS PROJECT, PROVIDE THE FOLLOWING:

PROPERTY OWNER NAME:

PROPERTY OWNER CONTACT INFORMATION:

William Slicker

734-735-7674

KEY SITE CONTACT NAME:

KEY SITE CONTACT INFORMATION:

LENDER NAME:

LENDER CONTACT INFORMATION:

Appendix A

Terms and Conditions

AKT PEERLESS ENVIRONMENTAL & ENERGY SERVICES TERMS AND CONDITIONS

The following Terms and Conditions govern the advice, consultation and other environmental services (“**Services**”) to be performed by AKT Peerless (“**AKT Peerless**”) for you (“**Client**”) pursuant to the proposal of which these Terms and Conditions form a part (the “**Proposal**”), for the property(ies) identified in the Proposal. These Terms and Conditions are incorporated by reference into the Proposal. By accepting the Proposal or authorizing all or any portion of the Services to be performed by AKT Peerless pursuant to the Proposal, Client shall be deemed to accept and agree to these Terms and Conditions. Once accepted, the Proposal and these Terms and Conditions constitute one agreement (the “**Agreement**”).

(1) **Performance:** AKT Peerless will provide the Services to Client in a manner consistent with the level of care and skill ordinarily exercised by members of AKT Peerless’ profession currently practicing under similar conditions and in the same locality. AKT Peerless shall use commercially reasonable efforts to comply with all federal, state, and local statutes, codes, laws and administrative regulations relating specifically to the Services to be performed by AKT Peerless for Client, including but not limited to, those related to environmental, fire, safety, and health matters.

(2) **Communication:** AKT Peerless prides itself in rapid responses to client inquiries. Therefore, we make extensive use of e-mail to communicate with our clients. Our primary means of written communication with you will typically be via the e-mail address on file for you. If you would prefer, we communicate via facsimile number, please provide us with a facsimile number and let us know if you would like us to call first before faxing. At present, AKT Peerless does not use any encryption programs for outgoing e-mail. If you require encryption, please let us know in writing and provide your preferred encryption program and a key if applicable. All written, telephone, facsimile, or email communication between the Client and AKT Peerless shall not be considered unwanted commercial speech (e.g. “spam”) unless written notification is provided.

(3) **Subsurface Investigations:** Client agrees to provide an on-site contact to identify utilities and improvements on the Subject Property. AKT Peerless shall cause the location of all underground utilities or improvements on the Subject Property to be marked by the appropriate utility companies. Client acknowledges that, in the event any subsurface investigation is required, it is inevitable that some damage or destruction to the current condition of the Subject Property shall occur. Repair of concrete and/or surface structures is not included as part of this Agreement and AKT Peerless shall have no liability or obligation to repair same, except as may be specifically set forth in the Proposal.

(4) **Client Cooperation:**

(a) Client agrees to cooperate fully with AKT Peerless so that AKT Peerless may perform all of its responsibilities under this Agreement. Before AKT Peerless begins its Services on the Subject Property, Client agrees to provide the following information to AKT Peerless, and agrees that AKT Peerless may rely on such information in the performance of its Services under this Agreement:

(i) access to the Subject Property, including the buildings located thereon, upon reasonable notice and during normal business hours;

(ii) any surveys, property records, and prior environmental assessments and/or investigation reports concerning the Subject Property;

(iii) any communications between a party within interest in the Subject Property or AKT Peerless’ Services provided therefor and any governmental regulatory agency as may be in Client’s possession or under its control; and

(iv) a written description of all information required by AKT Peerless in order to perform its Services under this Agreement, including documents, data, and other information concerning the presence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions that Client knows or has reason to believe may be located at, on, or under the Subject Property.

(b) AKT Peerless shall not be liable for any incorrect advice, judgment, recommendation, finding, decision, or conduct based upon any inaccurate or incomplete information supplied, or withheld, by Client, or errors or incorrect statements of governmental agencies or third parties relied on by AKT Peerless.

(5) **Payment:**

(a) Client shall pay AKT Peerless the greater of (i) the amount set forth in the Proposal and any subsequent change order(s) thereto, (ii) the total of all invoices submitted by AKT Peerless to Client, or (iii) the time dedicated by AKT Peerless to the Services at AKT Peerless' then-current rate schedule, plus all of AKT Peerless' out-of-pocket expenses (the "Fee"). AKT Peerless reserves the right to amend its rate schedule in advance of any future Services to be performed for Client pursuant to any change order(s) or subsequent proposals. AKT Peerless may, prior to performing any Services and in its sole discretion, require Client to provide a retainer in the amount set forth in the Proposal (the "Retainer"). AKT Peerless shall hold the Retainer and apply it to the final invoice from AKT Peerless to the Client. If any portion of the Retainer remains at the end of the Term, AKT Peerless shall immediately return same to the Client. Client agrees that any out-of-pocket costs or outside services paid for by AKT Peerless on Client's behalf that are included in the Proposal, or which are required to perform the Services after the Services has commenced or otherwise required by the Client, will be billed to Client at one hundred fifteen percent (115%) of the total cost to AKT Peerless. Client agrees that it shall pay AKT Peerless at AKT Peerless' then prevailing rate for all time spent on behalf of Client in preparation for any court, administrative, or other legal proceedings arising out of the Services provided under this Agreement, whether or not AKT Peerless is subpoenaed to appear at such proceeding by Client or any third party.

(b) All invoices submitted to Client shall be considered payable immediately upon being submitted to the Client, with payment required within thirty (30) days after receipt by the Client. Any payment not received within that period will bear interest at the rate of one and one half percent (1.5%) per month thereafter until paid in full. Additionally, Client shall pay AKT Peerless all interest, expenses and costs incurred by AKT Peerless in connection with any late payment and the collection thereof, including the costs of any collection action and reasonable and actual attorney fees. In the event that payment is not received on any invoice within thirty (30) days, AKT Peerless may terminate this Agreement and any other existing contracts between Client and AKT Peerless and may apply any Retainer to outstanding invoices without incurring any liability to Client. In the event that payment is not received on such invoices, and whether or not AKT Peerless terminates any contract or ceases any Services thereunder, AKT Peerless shall nevertheless be entitled to pursue all legal and equitable remedies to obtain payment of the balance of any outstanding invoices. Any termination by AKT Peerless shall be effective immediately upon issuance of a termination notice. If Client objects to any invoice, it must make such objection to AKT Peerless in writing within ten (10) business days after receipt of such invoice, or the objection shall be deemed forever waived by the Client and Client shall be barred from raising any claim that AKT Peerless performed any of the Services under such contract or agreement in a negligent or grossly negligent manner or that it acted with willful misconduct or any similar concept.

(6) **Term and Termination:** This Agreement shall begin on the date on which Client accepts the Proposal and end on the date on which:

(a) AKT Peerless has completed its performance under this Agreement and Client has paid the last invoice outstanding under this Agreement;

(b) AKT Peerless terminates this agreement because AKT Peerless, in its sole discretion, believes that a request from Client may violate applicable professional standards, law, or regulations and the parties are unable to reach a satisfactory resolution of the issue; or

(c) either Client or AKT Peerless terminates this Agreement by providing thirty (30) days' written notice to the other party; *provided, however* that neither Client nor AKT Peerless may terminate this Agreement if such termination would irreparably harm the other party. In the event Client terminates this Agreement prior to the completion of AKT Peerless' Services, Client shall pay AKT Peerless for the Services that has been performed through the date of termination and for efforts that are expended by AKT Peerless to conclude its Services in a professional, businesslike manner (including, without limitation, costs and fees for demobilizing from a site, proper handling and disposal of samples, organization of files and reports, and the like) and, in addition, Client shall pay AKT Peerless an additional amount equaling ten percent (10%) of the Fee, as a reimbursement for loss of opportunity. In no event shall any payment pursuant to this paragraph 6(c) exceed the amount set forth on the Proposal by ten percent (10%).

(7) **Indemnification:** Client shall defend, indemnify, and hold harmless AKT Peerless, its subcontractors, and its respective officers, directors, shareholders, members, attorneys, agents, and employees from and against any and all liability, claims, demands, lawsuits, losses, damages, penalties, expenses, and costs, including reasonable attorney fees, whether direct, indirect, or consequential ("**Damages**"), that (a) arise out of or relate in any way to AKT Peerless' presence on the Subject Property or the presence of hazardous substances or contamination on, at, from, or under the Subject Property; or (b) arise as a result of Client's negligence, gross negligence, or willful misconduct.

(8) **Insurance:** AKT Peerless shall procure and maintain at its own expense, during the term of this Agreement, insurance with limits of liability and upon such terms and conditions as are customary in the industry.

(9) **Limitations of Liability; Cure:** Client acknowledges that AKT Peerless has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substance or condition at the Subject Property as to which Client has requested AKT Peerless' Services. Notwithstanding anything to the contrary contained herein, AKT Peerless' liability to Client for any claimed Damages arising out of or in any way related to this Agreement or the Services provided by AKT Peerless shall be limited to the lesser of the amount paid by Client for the Services, or five thousand dollars (\$5,000). AKT Peerless is not responsible for any claims arising out of the negligence, gross negligence, or willful misconduct of Client or by any person or entity not under the direct control of AKT Peerless. In no event shall AKT Peerless have any liability to Client for any claims for any loss of business opportunity, profits, or any special, incidental, consequential, or punitive damages. In the event Client perceives that it has suffered any Damages as a result of the Services provided by AKT Peerless or in any way arising out of or related to this Agreement, Client agrees to provide AKT Peerless with reasonable notice of and an opportunity to cure the claimed Damages within thirty (30) days of discovery of same. Failure by Client to provide such notice and opportunity to cure shall act as an absolute bar to any recovery for any Damages. Unless an emergency otherwise dictates, AKT Peerless shall have no more than thirty (30) days after receiving notice of claimed Damages from Client to cure any defect, unless such cure requires additional time to implement or complete, in which case AKT Peerless shall be provided a commercially reasonable amount of time to complete the cure. Failure by AKT Peerless to cure any defect as provided herein shall in no event bar or preclude any defense to which AKT Peerless may otherwise be entitled. Finally, AKT Peerless shall have no liability or obligation to Client for Damages greater than the minimum requirements as set forth under the applicable state law and the most cost effective and reasonable remedy provided thereunder in consideration of all relevant facts, subject to any further limitations herein. AKT Peerless shall not be liable to Client for failure to comply with the terms of paragraph 1 of this Agreement unless such non-compliance is due to the negligence, gross negligence, or intentional

misconduct of AKT Peerless. Client acknowledges that AKT Peerless has made no representations, express or implied, and no warranty or guarantee is included or intended in any report, opinion, or document regarding the results to be achieved upon completion of the Services except as set forth herein. In the case of incentives Services, Client understands that the decision to grant any incentives is wholly that of the applicable governmental agencies.

(10) **Timing of Claims:** Each and every claim that may be brought against AKT Peerless relating in any way to the Services provided by AKT Peerless under this Agreement, whether based upon contract, tort, statute, or otherwise, must be brought within one (1) year from completion of the Services or they shall be forever barred.

(11) **COVID-19.** If the Proposal relates to or involves AKT Peerless' cleaning or disinfection of property impacted by the 2019 novel coronavirus, SARS-CoV-2 or COVID-19 ("COVID-19") or any other bacteriological or viral contaminant (individually or collectively "Biological Agent"), or the supervision or oversight of any other person conducting such cleaning or disinfection, the following terms apply and are part of the Agreement:

(a) AKT Peerless will use one or more products for eradication of any such Biological Agent that is on the United States Environmental Protection Agency ("EPA") registered product list as of the date the Services are performed, or another product containing the same active ingredient(s) in the same or greater concentrations, or if no such product is on the EPA registered product list, a product that serves as an industry standard for the particular application ("Product"). AKT Peerless will use such Product to decontaminate and disinfect all solid, high contact surfaces including, but not limited to, handrails, door knobs, key cards, light switches, countertops, water faucets and handles, work surfaces, computer keypads and mouse, elevator buttons, sinks, toilets and control handles, restroom stall handles, toilet paper and other paper dispensers, door handles and push plates, water cooler and drinking fountain controls.

(b) AKT Peerless will not treat porous surfaces, HVAC systems, or associated equipment unless specified in the Proposal. If the cleaning and disinfection of porous surfaces is included in the Proposal, AKT Peerless will follow all appropriate guidelines to clean such surfaces. Client agrees to hold AKT Peerless harmless for any discoloration, damage, or full penetration of the porous surfaces with disinfectants. If the cleaning and disinfection of HVAC systems and associated equipment is included in the Proposal, AKT Peerless will clean such systems by adding disinfectant to the air intake and allowing the HVAC system to circulate the disinfectant. The effectiveness of this treatment is limited by any obstructions, dampers, or other impediments within the HVAC system.

(c) Client agrees and acknowledges that clutter, debris, and other items obstructing the surfaces to be cleaned reduces the effectiveness of the cleaning and disinfection process and interferes with AKT Peerless' ability to perform its Services. Client will use reasonable efforts to remove such items before AKT Peerless performs its Services and will hold AKT Peerless harmless from any damage to such items that occurs during the cleaning and disinfection process.

(d) AKT Peerless will closely monitor updates from governmental agencies (including but not limited to the United States Center for Disease Prevention and Control ("CDC") and the EPA) and will perform all Services described in the Proposal in accordance with the appropriate standard(s) of care in effect on the day the Services are performed. AKT Peerless shall deliver change order(s) for any changes in the Services due to updates or changes in regulatory guidance between the date of the Proposal and the date the Services are performed in accordance with Section 17 below.

(e) Client agrees and acknowledges that any Proposal subject to this Section 11 shall not include an obligation for the AKT Peerless to conduct or provide any post-disinfection sampling or testing of the affected property for COVID-19 or any other contaminant, and AKT Peerless is not required to conduct any such sampling or testing by virtue of this Agreement. This Section may not be modified by any prior, concurrent, or subsequent oral agreement between Client and AKT Peerless.

(12) **Incentives.** If applicable, Client understands that it is seeking financial incentive programs, not entitlement programs, and as such, approval of any financial incentive benefit that involves AKT Peerless' Services are not guaranteed. Client's strict compliance with the applicable financial incentive legislation is required in order to qualify for consideration by the applicable government agency, and to maintain compliance after any such incentives are approved, granted, paid, or monetized. Ongoing compliance, both before and after any such incentives are approved, granted, paid, or monetized is the sole and exclusive responsibility of the Client and not AKT Peerless. Client is strongly encouraged to seek legal advice, at the Client's own expense, regarding all legal matters or questions, including tax issues, that may arise during the application, qualification and receipt for these incentives and to have competent legal counsel review any documents prepared by AKT Peerless for submission to any federal, state, or municipal government or agency before submission. Additionally, Client is strongly encouraged to seek accounting advice and services, at the Client's own expense, on all tax matters or questions that may arise regarding financial incentives and to consult with Client's accountant prior to submission of any tax forms. Further, in the event AKT Peerless is successful in assisting Client with obtaining financial incentives, Client acknowledges that strict compliance with the applicable financial incentive legislation is also required after incentives have been approved in order to retain any financial incentives and to avoid any termination, claw back or repayment of such financial incentives. Certain failures to comply on an ongoing basis can terminate or limit the availability of the full financial benefits received, require repayment of benefits received, or have negative tax consequences. AKT Peerless assumes no liability for any actions or omissions of Client that may negatively affect any available financial incentives whether before or after having been awarded.

(13) **Confidentiality:** AKT Peerless shall retain as confidential all information, samples, and data furnished to it by Client or collected by it during the course of the Services performed under the Agreement or any amendment hereto (the "**Confidential Information**"). AKT Peerless shall not disclose the Confidential Information to any third party except as directed by Client or as required by law, regulation, or court order. To the extent practical, prior to making any disclosure of the Confidential Information required by law, regulation, or court order, AKT Peerless shall notify Client of its obligation to make such disclosure and provide Client with a reasonable opportunity to lawfully challenge the need to make such disclosure. Any such challenge shall be performed at Client's sole cost and expense, including but not limited to any payments to AKT Peerless for its time spent assisting in such challenge.

(14) **Final Product:** Client acknowledges that any environmental report is merely a "snapshot" of the Subject Property at the time the investigation was performed and any material change in the use or condition of the Subject Property after the date that any such report is delivered to the Client shall not result in any liability on the part of AKT Peerless relating to the accuracy of the report at the time it was delivered. In no event shall any report based upon the Services be relied on for more than one-hundred eighty (180) days after the date of issuance. If at any time after the issuance of the final report, Client becomes aware of any information previously unknown that would materially alter the findings or conclusions contained therein, Client agrees to immediately provide AKT Peerless with same and allow AKT Peerless to revise the report accordingly; *provided, however*, that AKT Peerless shall not be required to make such revisions if such information was withheld by Client in violation of this Agreement. Furthermore, AKT Peerless shall not be liable to Client in the event such after-provided information would have resulted in AKT Peerless reaching different conclusions had the information been divulged to AKT Peerless prior to the report being delivered. Client further understands that the failure to discover hazardous, radioactive, toxic, irritant, pollutant, petroleum, or otherwise dangerous substances, products, or conditions does not guarantee that these materials do not exist at the Subject Property, and that hazardous materials may later be found on the Subject Property. Client agrees that AKT Peerless is not responsible for any failure to detect or clean up the presence of hazardous materials unless (a) the failure to detect same is caused by AKT Peerless' negligence, gross negligence or willful misconduct, and (b) Client suffers Damages as a result. Client agrees that any Damages related to said failure shall be limited as set forth in this Agreement.

(15) **File Retention.** AKT Peerless shall retain all reports for a period of three (3) years after completion of the Services. AKT Peerless may destroy or retain Client's file or any portion thereof in its discretion after the

expiration of that period. Any samples obtained by AKT Peerless under this Agreement will be discarded within thirty (30) days after laboratory analyses unless another time period is mutually agreed to in writing. AKT Peerless ordinarily retains client files for a reasonable period of time after the conclusion of a matter. If requested in writing, AKT Peerless will provide copies of these files to you (excluding our notes and other work products) at the conclusion of the matter. If you request that we turn our files over to you or to another party and you have not fully satisfied all of your obligations to us under this Agreement, including full payment of the Fee and costs associated therewith, we may hold the files as security for performance of those obligations. We may also require that you execute a release prior to turning over such files.

(16) **Lien:** In order to secure payment of the Fee and any amounts due to AKT Peerless hereunder, AKT Peerless hereby notifies Client that it intends to utilize any rights it may have under Michigan's Construction Lien Act (MCLA 570.1101 *et seq.*) (the "Act") or such similar provision which may be in force in the jurisdiction in which the Subject Property is located. Client further agrees to execute and deliver to AKT Peerless, and grants AKT Peerless power of attorney to execute and record on their behalf, any and all documents necessary in order to comply with the requirements of the Act. If AKT Peerless does not have rights under the Act, the signatory of the Proposal agrees to personally guarantee any debt owed by Client to AKT Peerless under this Agreement.

(17) **Changes:** The parties acknowledge that neither this Agreement nor any Proposal may be modified except upon written agreement by both parties. If changes occur in the project, or events are discovered during AKT Peerless' Services that require the modification to the scope of work to be performed, these events may require alterations to the Services outlined in the Proposal. If such changes are required by changes in statute, regulations, governmental authorities, or the interpretations thereof, this Agreement and the Proposal shall thereafter be amended to incorporate those changes and the compensation paid to AKT Peerless shall be adjusted accordingly. If Client alters the Services proposed by AKT Peerless after the date of the Proposal, AKT Peerless shall have no liability whatsoever for any Damages based upon the final Services performed by AKT Peerless, if in the performance of the AKT Peerless' original proposal the claimed defect could have been discovered. Client further acknowledges that the costs in the Proposal are merely estimates. These estimates are made by AKT Peerless on the basis of its experience, qualifications, and professional judgment, but are estimates and not guaranteed.

(18) **Delays:** AKT Peerless shall use commercially reasonable efforts in performing the Services under this Agreement. AKT Peerless shall not be responsible, however, for any delay or failure to perform its Services if such failure or delay is caused by Client's failure to perform its obligations under paragraph 4 above or is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, outbreak or pandemic (including but not limited to COVID-19 and similar viruses) or the failure to gain cooperation of any necessary third party or any other act beyond the control of AKT Peerless (each, a "**Force Majeure Event**"). If a Force Majeure Event occurs, the time for AKT Peerless' for completion of this Agreement shall be extended by a commercially reasonable period under the circumstances. If any delay in AKT Peerless' performance is caused by either the acts or omissions of Client or by any third party (including any governmental agency), AKT Peerless shall be entitled to additional compensation, based upon its then-current standard rates, for the additional efforts required in obtaining said approvals, documentation, or access.

(19) **Reliance and Reliance Letters:** The Services performed by AKT Peerless and issuance of any report generated by AKT Peerless is for the sole benefit of Client. No other individual or entity may rely on same without the express written permission of AKT Peerless. AKT Peerless acknowledges that, from time to time, Client may request that AKT Peerless issue a reliance letter to Client's financial institution ("**Reliance Letter**"). AKT Peerless agrees, at no additional cost, to provide one Reliance Letter to Client's financial institution, so long as the reliance letter is subject to these Terms and Conditions and Client requests same within one hundred eighty (180) days of AKT Peerless' final report. Client agrees that it shall provide a copy of these Terms and Conditions to its financial institution and that the financial institution shall accept same and acknowledges that any such reliance shall be effective only as to the condition of the Subject Property on the date of the final report. AKT Peerless shall not be required to provide reliance on any report older than 180 days. In the event AKT Peerless agrees to provide a Reliance



Letter to any other party, the party granted such reliance must agree in writing to be bound by these Terms and Conditions. AKT Peerless may, in its sole discretion, charge a third part a fee (to be determined by AKT Peerless) to issue a reliance letter. Any third-party reliance shall only be as of the date the report was published. AKT Peerless' liability for any and all Damages incurred under any Reliance Letter, either directly or indirectly, whether by agreement or otherwise, shall be limited to the amount of the Fee.

January 23, 2023

Ms. Annette Knowles
Monroe Downtown Development Authority
120 East Front Street
Monroe, MI 48161

Subject: Proposal to Conduct an Asbestos and Hazardous Materials Survey
13 W. Front St.
Monroe, Michigan
Proposal No. PF-31914

Ms. Knowles:

AKT Peerless is pleased to present this proposal to provide pre-renovation Asbestos and Hazardous Material Survey Services for the following property:

- 13 W. Front Street, Monroe, Michigan

AKT Peerless can schedule this work upon receipt of project approval and anticipates completing the scope of work within five weeks of contract authorization. AKT Peerless' estimated not to exceed cost to complete this scope of work is \$7,470. For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please endorse the signature page and return a copy to me.

If you have any questions or need additional information, please contact either Louis Stultz (248) 615-1333, email stultzl@aktpeerless.com or me at (248) 606-5818, email at holsingerc@aktpeerless.com

Sincerely,

AKT PEERLESS

A handwritten signature in black ink, appearing to read 'C. Holsinger', written over a horizontal line.

Colin Holsinger
Project Manager

Enclosure



PROPOSAL FOR PRE-RENOVATION ASBESTOS AND HAZARDOUS MATERIALS SURVEY SERVICES

13 W. Front Street
Monroe, Michigan

PREPARED FOR Monroe Downtown Development Authority
Ms. Annette Knowles
120 East First Street
Monroe, MI 48161

PROPOSAL # PF-31914

DATE January 23, 2023

PROPOSAL FOR PRE-RENOVATION ASBESTOS AND HAZARDOUS MATERIAL SURVEY SERVICES

13 W. Front Street

Monroe, Michigan

AKT Peerless Proposal No. PF-31914

Introduction

AKT Peerless is pleased to present Monroe Downtown Development Authority (CLIENT) with this proposal to conduct an Asbestos-Containing Material (ACM) and Hazardous Materials (HM) Survey of 13 W. Front Street, Monroe, Michigan (SUBJECT PROPERTY). The SUBJECT PROPERTY is designated for renovation.

Scope of Work

AKT Peerless' scope of work is intended to assist the CLIENT with identifying ACM and HM located in the SUBJECT PROPERTY. The survey will identify sources of ACM and HM within the structure per the following methodologies.

Asbestos Identification Survey

The survey will be conducted to comply with National Emission Standards for Hazardous Air Pollutants (NESHAP) pre-renovation requirements. Destructive testing will be required to complete the survey.

The purpose of AKT Peerless' asbestos survey is to (a) identify and locate suspect ACM, (b) establish a sampling plan based on homogeneous and functional areas, to sample sources of friable and non-friable suspect ACM, (c) quantify the amount of asbestos identified at the property, and (c) prepare a final survey report documenting ACM and presumed ACM quantities, locations, and laboratory testing results.

AKT Peerless' Asbestos Survey will be performed using the following scope of work:

1. A review of readily available building records (if available) will be performed. This review may include building records, such as "working drawings" and "as-built drawings" to obtain an initial orientation to the layout and structural/electrical/mechanical elements of the building(s) or survey area. Building specifications, blueprints, and change orders will also be reviewed for any reference to any generic manufacturer or brand name of materials known to contain asbestos that have been incorporated into the building structures. Existing asbestos-related information will also be reviewed.
2. AKT Peerless will prepare an inventory of building materials that are suspect for asbestos content. The AHERA rule requires that the suspect materials be identified, located, and documented. During the inspection, homogeneous areas will be delineated and sampled, as appropriate. Functional spaces will also be identified for the purpose of assessing all suspect materials and thermal system insulation.
3. As part of the building inspection, AKT Peerless will use reasonable methods to gain access to enclosed building wall and ceiling structures, etc., such as above ceiling panels and through hatches/access doors.

4. AKT Peerless will sample roofing and associated materials where safely accessible. Roofing repairs will be made at sampling locations.
5. It is assumed that identified asbestos materials will be removed in advance of renovation. A physical (damage) assessment of suspect materials will not be conducted.
6. All samples collected will be submitted with chain-of-custody documentation to an analytical laboratory that participates in the National Voluntary Laboratory Accreditation Program (NVLAP). All samples will be analyzed using polarized light microscopy (PLM) with dispersion staining following USEPA Test Method (EPA-600/M4-82-020) and the National Institute of Standards and Technology (NIST) Bulk Asbestos Handbook. Although PLM is currently the accepted and approved method for analysis, the method is limited in its ability to provide a quantitative result when asbestos represents a small fraction of the material. Current USEPA guidelines specify that when initial laboratory analysis of friable materials detects the presence of asbestos in a quantity between less than one percent (or trace) and less than ten percent, a verification analysis using the point counting analytical method may be considered. If the client does not exercise the option to conduct point counting, the material in question will be considered ACM as identified by PLM analysis. Point counting will be performed on all friable material samples that test between trace and 5% asbestos.

Hazardous Materials Survey

Other regulated materials will be identified in the building as part of this scope of work. Other regulated materials that will be part of this survey include, but are not limited to, fluorescent light tubes and ballasts, mercury switches, CFC refrigerants, emergency lighting batteries, chemicals, and other fluids and materials.

The survey for other regulated materials will be completed per the following procedures:

1. An inspection will be conducted of accessible areas of the building for potential hazardous materials such as PCB containing light ballasts, transformers, mercury light tubes and switches. The survey will be performed in each identified interior space and will comprise an inspection of accessible fluorescent ceiling light fixtures for possible PCB-containing ballasts systems. In addition, an inspection will be performed of on-site electrical switches and light bulbs to determine if potential mercury-containing materials exist in this equipment. No contact with manufacturers, sample collection, or testing of this equipment is proposed as part of this scope of work.
2. The inspection will also include interior and exterior areas of the building to identify the location of containers, drums, batteries, oil/water separator basins, or other features that may contain potentially hazardous or regulated materials/wastes. Labeling observed on identified containers will be noted for the survey report. In addition, an assessment of the condition (i.e., indications of leakage, corrosion, etc.) of identified containers will be performed. As part of this survey, no sampling of liquid or solid materials within these containers will be performed.
3. Testing for lead and cadmium content will be conducted on representative paint coatings.

ACM/HM Survey Report

AKT Peerless will prepare a final report documenting the data and information gathered during the ACM and Hazardous materials Survey. AKT Peerless' reports will include: (a) a general description of the suspect ACM identified, (b) a determination of the quantity of suspect materials observed, (c) location of suspect material (d) a discussion regarding the quality assurance and quality control as well as methodology, and

(e) laboratory testing results for bulk samples. AKT Peerless will provide an electronic (PDF) copy of the completed report. Paper copies of the reports, if requested, will be billed based on AKT Peerless' Standard Fee and Rate Schedule.

Conclusions and recommendations will reflect AKT Peerless' best professional judgment and will be based upon the conditions observed and information made available at the time of the survey.

Fees

AKT Peerless will provide the services described in this proposal for costs presented in Table 1 below.

Table 1 Estimated Costs

Activity	Cost
Pre-renovation Asbestos and Hazardous Materials Inspection:	\$6,470 (Lump Sum)
Estimated laboratory costs: 80 Bulk Asbestos Laboratory Analyses* X \$10 each, 30 additional layers X \$3 each, 6 point-count analyses X \$13 each, 6 paint chip samples X \$20 each	\$1,100 (Estimated)
Total Estimated and Lump Sum Costs	\$7,570

*Bulk sample analyses will be performed on a standard turnaround schedule. A surcharge will apply to rush analysis. Laboratory costs are estimates. Invoicing will reflect actual samples required to complete the inspection.

Additional bulk samples, if required to complete the inspection, will be charged at an all-inclusive labor, materials, and analysis rate of \$20 each. Additional layers of multi-layer bulk samples will be charged at \$3 each. Additional point count analyses will be charged at \$12 each.

This proposal is valid for 30 days. After 30 days, AKT Peerless reserves the right to alter the scope of work and estimated cost, subject to approval of the CLIENT.

Limitations

If visual observations or information obtained during the inspection indicates the need for any additional evaluation and sampling, AKT Peerless will contact you to convey our findings and discuss a proposed scope of work and cost estimate to address these concerns. AKT Peerless' costs for additional services not covered under this scope of work will be based on time and materials as outlined in this proposal.

For purposes of this proposal, access is defined as areas above drop/lay-in ceiling tiles and areas accessible through hatches and/or inspection doors. No destructive access through drywall, plaster, block, or other similar hard surfaces will be conducted.

The cost estimate provided above does not include: (a) additional sample analyses (if necessary) (b) additional time required to complete on-site survey, sample collection, and report preparation activities;

(c) optional costs associated with point counting of specific samples where PLM test results identified a low percentage of asbestos or additional layers above the numbers listed in Table 1 above, or (d) oversight or air sampling during ACM/HM removal activities.

Costs presented in this proposal assume that there will be no significant obstructions and delays (e.g., inaccessible areas, safety hazards and unsafe work conditions). Cost assumes that the building is unoccupied. If delays occur, AKT Peerless will notify Client immediately, and AKT Peerless will revise the scope of work and fees appropriately.

Terms and Conditions

By signing this proposal, Client agrees to the terms and conditions attached in Appendix A. AKT Peerless will prepare and render monthly invoices as described above and those invoices shall be payable within thirty (30) days of invoice date, unless otherwise noted. *Standard 50% retainage has been waived for this project.*

This proposal including descriptive material, pricing, discussion of proposed methods to be used or implemented by AKT Peerless, and related information set forth herein are confidential; these items constitute trade secrets of and are proprietary to AKT Peerless. AKT Peerless is submitting this information for informational purposes only, based on the express understanding that it will be held in strict confidence; will not be disclosed, duplicated, or used, in whole or in part, for any purpose other than the evaluation of this information; and will not, in any event, be disclosed to third parties, without prior written consent of AKT Peerless.

PROPOSAL ACCEPTANCE FOR ASBESTOS AND HAZARDOUS MATERIAL SURVEY SERVICES

13 W. Front Street

Monroe, Michigan

AKT Peerless Proposal No. PF-31914



This proposal submitted by:

Colin Holsinger
Project Manager

Proposal submitted on: January 23, 2023

Please authorize the proposal by executing below:

Not to Exceed Proposal amount: **\$7,570**

Retainer: **Waived**

Client: Monroe Downtown Development Authority

Contact Name: Ms. Annette Knowles

Address: 120 East First Street
Monroe, MI 48161

AKT Peerless Proposal No. PF-31914

Terms and Conditions: Previously Established

Acceptance: _____ (Signature)

Authorized Representative

Print Name: William C Slicker

Title: Chairman

Date: 2/1/23

Attachment A

AKT Peerless Terms and Conditions

AKT PEERLESS ENVIRONMENTAL & ENERGY SERVICES TERMS AND CONDITIONS

The following Terms and Conditions govern the advice, consultation and other environmental services (“**Services**”) to be performed by AKT Peerless (“**AKT Peerless**”) for you (“**Client**”) pursuant to the proposal of which these Terms and Conditions form a part (the “**Proposal**”), for the property(ies) identified in the Proposal. These Terms and Conditions are incorporated by reference into the Proposal. By accepting the Proposal or authorizing all or any portion of the Services to be performed by AKT Peerless pursuant to the Proposal, Client shall be deemed to accept and agree to these Terms and Conditions. Once accepted, the Proposal and these Terms and Conditions constitute one agreement (the “**Agreement**”).

(1) **Performance:** AKT Peerless will provide the Services to Client in a manner consistent with the level of care and skill ordinarily exercised by members of AKT Peerless’ profession currently practicing under similar conditions and in the same locality. AKT Peerless shall use commercially reasonable efforts to comply with all federal, state, and local statutes, codes, laws and administrative regulations relating specifically to the Services to be performed by AKT Peerless for Client, including but not limited to, those related to environmental, fire, safety, and health matters.

(2) **Communication:** AKT Peerless prides itself in rapid responses to client inquiries. Therefore, we make extensive use of e-mail to communicate with our clients. Our primary means of written communication with you will typically be via the e-mail address on file for you. If you would prefer, we communicate via facsimile number, please provide us with a facsimile number and let us know if you would like us to call first before faxing. At present, AKT Peerless does not use any encryption programs for outgoing e-mail. If you require encryption, please let us know in writing and provide your preferred encryption program and a key if applicable. All written, telephone, facsimile, or email communication between the Client and AKT Peerless shall not be considered unwanted commercial speech (e.g. “spam”) unless written notification is provided.

(3) **Subsurface Investigations:** Client agrees to provide an on-site contact to identify utilities and improvements on the Subject Property. AKT Peerless shall cause the location of all underground utilities or improvements on the Subject Property to be marked by the appropriate utility companies. Client acknowledges that, in the event any subsurface investigation is required, it is inevitable that some damage or destruction to the current condition of the Subject Property shall occur. Repair of concrete and/or surface structures is not included as part of this Agreement and AKT Peerless shall have no liability or obligation to repair same, except as may be specifically set forth in the Proposal.

(4) **Client Cooperation:**

(a) Client agrees to cooperate fully with AKT Peerless so that AKT Peerless may perform all of its responsibilities under this Agreement. Before AKT Peerless begins its Services on the Subject Property, Client agrees to provide the following information to AKT Peerless, and agrees that AKT Peerless may rely on such information in the performance of its Services under this Agreement:

(i) access to the Subject Property, including the buildings located thereon, upon reasonable notice and during normal business hours;

(ii) any surveys, property records, and prior environmental assessments and/or investigation reports concerning the Subject Property;

(iii) any communications between a party within interest in the Subject Property or AKT Peerless’ Services provided therefor and any governmental regulatory agency as may be in Client’s possession or under its control; and

(iv) a written description of all information required by AKT Peerless in order to perform its Services under this Agreement, including documents, data, and other information concerning the presence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions that Client knows or has reason to believe may be located at, on, or under the Subject Property.

(b) AKT Peerless shall not be liable for any incorrect advice, judgment, recommendation, finding, decision, or conduct based upon any inaccurate or incomplete information supplied, or withheld, by Client, or errors or incorrect statements of governmental agencies or third parties relied on by AKT Peerless.

(5) **Payment:**

(a) Client shall pay AKT Peerless the greater of (i) the amount set forth in the Proposal and any subsequent change order(s) thereto, (ii) the total of all invoices submitted by AKT Peerless to Client, or (iii) the time dedicated by AKT Peerless to the Services at AKT Peerless' then-current rate schedule, plus all of AKT Peerless' out-of-pocket expenses (the "Fee"). AKT Peerless reserves the right to amend its rate schedule in advance of any future Services to be performed for Client pursuant to any change order(s) or subsequent proposals. AKT Peerless may, prior to performing any Services and in its sole discretion, require Client to provide a retainer in the amount set forth in the Proposal (the "Retainer"). AKT Peerless shall hold the Retainer and apply it to the final invoice from AKT Peerless to the Client. If any portion of the Retainer remains at the end of the Term, AKT Peerless shall immediately return same to the Client. Client agrees that any out-of-pocket costs or outside services paid for by AKT Peerless on Client's behalf that are included in the Proposal, or which are required to perform the Services after the Services has commenced or otherwise required by the Client, will be billed to Client at one hundred fifteen percent (115%) of the total cost to AKT Peerless. Client agrees that it shall pay AKT Peerless at AKT Peerless' then prevailing rate for all time spent on behalf of Client in preparation for any court, administrative, or other legal proceedings arising out of the Services provided under this Agreement, whether or not AKT Peerless is subpoenaed to appear at such proceeding by Client or any third party.

(b) All invoices submitted to Client shall be considered payable immediately upon being submitted to the Client, with payment required within thirty (30) days after receipt by the Client. Any payment not received within that period will bear interest at the rate of one and one half percent (1.5%) per month thereafter until paid in full. Additionally, Client shall pay AKT Peerless all interest, expenses and costs incurred by AKT Peerless in connection with any late payment and the collection thereof, including the costs of any collection action and reasonable and actual attorney fees. In the event that payment is not received on any invoice within thirty (30) days, AKT Peerless may terminate this Agreement and any other existing contracts between Client and AKT Peerless and may apply any Retainer to outstanding invoices without incurring any liability to Client. In the event that payment is not received on such invoices, and whether or not AKT Peerless terminates any contract or ceases any Services thereunder, AKT Peerless shall nevertheless be entitled to pursue all legal and equitable remedies to obtain payment of the balance of any outstanding invoices. Any termination by AKT Peerless shall be effective immediately upon issuance of a termination notice. If Client objects to any invoice, it must make such objection to AKT Peerless in writing within ten (10) business days after receipt of such invoice, or the objection shall be deemed forever waived by the Client and Client shall be barred from raising any claim that AKT Peerless performed any of the Services under such contract or agreement in a negligent or grossly negligent manner or that it acted with willful misconduct or any similar concept.

(6) **Term and Termination:** This Agreement shall begin on the date on which Client accepts the Proposal and end on the date on which:

(a) AKT Peerless has completed its performance under this Agreement and Client has paid the last invoice outstanding under this Agreement;

(b) AKT Peerless terminates this agreement because AKT Peerless, in its sole discretion, believes that a request from Client may violate applicable professional standards, law, or regulations and the parties are unable to reach a satisfactory resolution of the issue; or

(c) either Client or AKT Peerless terminates this Agreement by providing thirty (30) days' written notice to the other party; *provided, however* that neither Client nor AKT Peerless may terminate this Agreement if such termination would irreparably harm the other party. In the event Client terminates this Agreement prior to the completion of AKT Peerless' Services, Client shall pay AKT Peerless for the Services that has been performed through the date of termination and for efforts that are expended by AKT Peerless to conclude its Services in a professional, businesslike manner (including, without limitation, costs and fees for demobilizing from a site, proper handling and disposal of samples, organization of files and reports, and the like) and, in addition, Client shall pay AKT Peerless an additional amount equaling ten percent (10%) of the Fee, as a reimbursement for loss of opportunity. In no event shall any payment pursuant to this paragraph 6(c) exceed the amount set forth on the Proposal by ten percent (10%).

(7) **Indemnification:** Client shall defend, indemnify, and hold harmless AKT Peerless, its subcontractors, and its respective officers, directors, shareholders, members, attorneys, agents, and employees from and against any and all liability, claims, demands, lawsuits, losses, damages, penalties, expenses, and costs, including reasonable attorney fees, whether direct, indirect, or consequential ("**Damages**"), that (a) arise out of or relate in any way to AKT Peerless' presence on the Subject Property or the presence of hazardous substances or contamination on, at, from, or under the Subject Property; or (b) arise as a result of Client's negligence, gross negligence, or willful misconduct.

(8) **Insurance:** AKT Peerless shall procure and maintain at its own expense, during the term of this Agreement, insurance with limits of liability and upon such terms and conditions as are customary in the industry.

(9) **Limitations of Liability; Cure:** Client acknowledges that AKT Peerless has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substance or condition at the Subject Property as to which Client has requested AKT Peerless' Services. Notwithstanding anything to the contrary contained herein, AKT Peerless' liability to Client for any claimed Damages arising out of or in any way related to this Agreement or the Services provided by AKT Peerless shall be limited to the lesser of the amount paid by Client for the Services, or five thousand dollars (\$5,000). AKT Peerless is not responsible for any claims arising out of the negligence, gross negligence, or willful misconduct of Client or by any person or entity not under the direct control of AKT Peerless. In no event shall AKT Peerless have any liability to Client for any claims for any loss of business opportunity, profits, or any special, incidental, consequential, or punitive damages. In the event Client perceives that it has suffered any Damages as a result of the Services provided by AKT Peerless or in any way arising out of or related to this Agreement, Client agrees to provide AKT Peerless with reasonable notice of and an opportunity to cure the claimed Damages within thirty (30) days of discovery of same. Failure by Client to provide such notice and opportunity to cure shall act as an absolute bar to any recovery for any Damages. Unless an emergency otherwise dictates, AKT Peerless shall have no more than thirty (30) days after receiving notice of claimed Damages from Client to cure any defect, unless such cure requires additional time to implement or complete, in which case AKT Peerless shall be provided a commercially reasonable amount of time to complete the cure. Failure by AKT Peerless to cure any defect as provided herein shall in no event bar or preclude any defense to which AKT Peerless may otherwise be entitled. Finally, AKT Peerless shall have no liability or obligation to Client for Damages greater than the minimum requirements as set forth under the applicable state law and the most cost effective and reasonable remedy provided thereunder in consideration of all relevant facts, subject to any further limitations herein. AKT Peerless shall not be liable to Client for failure to comply with the terms of paragraph 1 of this Agreement unless such non-compliance is due to the negligence, gross negligence, or intentional

misconduct of AKT Peerless. Client acknowledges that AKT Peerless has made no representations, express or implied, and no warranty or guarantee is included or intended in any report, opinion, or document regarding the results to be achieved upon completion of the Services except as set forth herein. In the case of incentives Services, Client understands that the decision to grant any incentives is wholly that of the applicable governmental agencies.

(10) **Timing of Claims:** Each and every claim that may be brought against AKT Peerless relating in any way to the Services provided by AKT Peerless under this Agreement, whether based upon contract, tort, statute, or otherwise, must be brought within one (1) year from completion of the Services or they shall be forever barred.

(11) **COVID-19.** If the Proposal relates to or involves AKT Peerless' cleaning or disinfection of property impacted by the 2019 novel coronavirus, SARS-CoV-2 or COVID-19 ("COVID-19") or any other bacteriological or viral contaminant (individually or collectively "Biological Agent"), or the supervision or oversight of any other person conducting such cleaning or disinfection, the following terms apply and are part of the Agreement:

(a) AKT Peerless will use one or more products for eradication of any such Biological Agent that is on the United States Environmental Protection Agency ("EPA") registered product list as of the date the Services are performed, or another product containing the same active ingredient(s) in the same or greater concentrations, or if no such product is on the EPA registered product list, a product that serves as an industry standard for the particular application ("Product"). AKT Peerless will use such Product to decontaminate and disinfect all solid, high contact surfaces including, but not limited to, handrails, door knobs, key cards, light switches, countertops, water faucets and handles, work surfaces, computer keypads and mouse, elevator buttons, sinks, toilets and control handles, restroom stall handles, toilet paper and other paper dispensers, door handles and push plates, water cooler and drinking fountain controls.

(b) AKT Peerless will not treat porous surfaces, HVAC systems, or associated equipment unless specified in the Proposal. If the cleaning and disinfection of porous surfaces is included in the Proposal, AKT Peerless will follow all appropriate guidelines to clean such surfaces. Client agrees to hold AKT Peerless harmless for any discoloration, damage, or full penetration of the porous surfaces with disinfectants. If the cleaning and disinfection of HVAC systems and associated equipment is included in the Proposal, AKT Peerless will clean such systems by adding disinfectant to the air intake and allowing the HVAC system to circulate the disinfectant. The effectiveness of this treatment is limited by any obstructions, dampers, or other impediments within the HVAC system.

(c) Client agrees and acknowledges that clutter, debris, and other items obstructing the surfaces to be cleaned reduces the effectiveness of the cleaning and disinfection process and interferes with AKT Peerless' ability to perform its Services. Client will use reasonable efforts to remove such items before AKT Peerless performs its Services and will hold AKT Peerless harmless from any damage to such items that occurs during the cleaning and disinfection process.

(d) AKT Peerless will closely monitor updates from governmental agencies (including but not limited to the United States Center for Disease Prevention and Control ("CDC") and the EPA) and will perform all Services described in the Proposal in accordance with the appropriate standard(s) of care in effect on the day the Services are performed. AKT Peerless shall deliver change order(s) for any changes in the Services due to updates or changes in regulatory guidance between the date of the Proposal and the date the Services are performed in accordance with Section 17 below.

(e) Client agrees and acknowledges that any Proposal subject to this Section 11 shall not include an obligation for the AKT Peerless to conduct or provide any post-disinfection sampling or testing of the affected property for COVID-19 or any other contaminant, and AKT Peerless is not required to conduct any such sampling or testing by virtue of this Agreement. This Section may not be modified by any prior, concurrent, or subsequent oral agreement between Client and AKT Peerless.

(12) **Incentives.** If applicable, Client understands that it is seeking financial incentive programs, not entitlement programs, and as such, approval of any financial incentive benefit that involves AKT Peerless' Services are not guaranteed. Client's strict compliance with the applicable financial incentive legislation is required in order to qualify for consideration by the applicable government agency, and to maintain compliance after any such incentives are approved, granted, paid, or monetized. Ongoing compliance, both before and after any such incentives are approved, granted, paid, or monetized is the sole and exclusive responsibility of the Client and not AKT Peerless. Client is strongly encouraged to seek legal advice, at the Client's own expense, regarding all legal matters or questions, including tax issues, that may arise during the application, qualification and receipt for these incentives and to have competent legal counsel review any documents prepared by AKT Peerless for submission to any federal, state, or municipal government or agency before submission. Additionally, Client is strongly encouraged to seek accounting advice and services, at the Client's own expense, on all tax matters or questions that may arise regarding financial incentives and to consult with Client's accountant prior to submission of any tax forms. Further, in the event AKT Peerless is successful in assisting Client with obtaining financial incentives, Client acknowledges that strict compliance with the applicable financial incentive legislation is also required after incentives have been approved in order to retain any financial incentives and to avoid any termination, claw back or repayment of such financial incentives. Certain failures to comply on an ongoing basis can terminate or limit the availability of the full financial benefits received, require repayment of benefits received, or have negative tax consequences. AKT Peerless assumes no liability for any actions or omissions of Client that may negatively affect any available financial incentives whether before or after having been awarded.

(13) **Confidentiality:** AKT Peerless shall retain as confidential all information, samples, and data furnished to it by Client or collected by it during the course of the Services performed under the Agreement or any amendment hereto (the "**Confidential Information**"). AKT Peerless shall not disclose the Confidential Information to any third party except as directed by Client or as required by law, regulation, or court order. To the extent practical, prior to making any disclosure of the Confidential Information required by law, regulation, or court order, AKT Peerless shall notify Client of its obligation to make such disclosure and provide Client with a reasonable opportunity to lawfully challenge the need to make such disclosure. Any such challenge shall be performed at Client's sole cost and expense, including but not limited to any payments to AKT Peerless for its time spent assisting in such challenge.

(14) **Final Product:** Client acknowledges that any environmental report is merely a "snapshot" of the Subject Property at the time the investigation was performed and any material change in the use or condition of the Subject Property after the date that any such report is delivered to the Client shall not result in any liability on the part of AKT Peerless relating to the accuracy of the report at the time it was delivered. In no event shall any report based upon the Services be relied on for more than one-hundred eighty (180) days after the date of issuance. If at any time after the issuance of the final report, Client becomes aware of any information previously unknown that would materially alter the findings or conclusions contained therein, Client agrees to immediately provide AKT Peerless with same and allow AKT Peerless to revise the report accordingly; *provided, however*, that AKT Peerless shall not be required to make such revisions if such information was withheld by Client in violation of this Agreement. Furthermore, AKT Peerless shall not be liable to Client in the event such after-provided information would have resulted in AKT Peerless reaching different conclusions had the information been divulged to AKT Peerless prior to the report being delivered. Client further understands that the failure to discover hazardous, radioactive, toxic, irritant, pollutant, petroleum, or otherwise dangerous substances, products, or conditions does not guarantee that these materials do not exist at the Subject Property, and that hazardous materials may later be found on the Subject Property. Client agrees that AKT Peerless is not responsible for any failure to detect or clean up the presence of hazardous materials unless (a) the failure to detect same is caused by AKT Peerless' negligence, gross negligence or willful misconduct, and (b) Client suffers Damages as a result. Client agrees that any Damages related to said failure shall be limited as set forth in this Agreement.

(15) **File Retention.** AKT Peerless shall retain all reports for a period of three (3) years after completion of the Services. AKT Peerless may destroy or retain Client's file or any portion thereof in its discretion after the

expiration of that period. Any samples obtained by AKT Peerless under this Agreement will be discarded within thirty (30) days after laboratory analyses unless another time period is mutually agreed to in writing. AKT Peerless ordinarily retains client files for a reasonable period of time after the conclusion of a matter. If requested in writing, AKT Peerless will provide copies of these files to you (excluding our notes and other work products) at the conclusion of the matter. If you request that we turn our files over to you or to another party and you have not fully satisfied all of your obligations to us under this Agreement, including full payment of the Fee and costs associated therewith, we may hold the files as security for performance of those obligations. We may also require that you execute a release prior to turning over such files.

(16) **Lien:** In order to secure payment of the Fee and any amounts due to AKT Peerless hereunder, AKT Peerless hereby notifies Client that it intends to utilize any rights it may have under Michigan's Construction Lien Act (MCLA 570.1101 *et seq.*) (the "Act") or such similar provision which may be in force in the jurisdiction in which the Subject Property is located. Client further agrees to execute and deliver to AKT Peerless, and grants AKT Peerless power of attorney to execute and record on their behalf, any and all documents necessary in order to comply with the requirements of the Act. If AKT Peerless does not have rights under the Act, the signatory of the Proposal agrees to personally guarantee any debt owed by Client to AKT Peerless under this Agreement.

(17) **Changes:** The parties acknowledge that neither this Agreement nor any Proposal may be modified except upon written agreement by both parties. If changes occur in the project, or events are discovered during AKT Peerless' Services that require the modification to the scope of work to be performed, these events may require alterations to the Services outlined in the Proposal. If such changes are required by changes in statute, regulations, governmental authorities, or the interpretations thereof, this Agreement and the Proposal shall thereafter be amended to incorporate those changes and the compensation paid to AKT Peerless shall be adjusted accordingly. If Client alters the Services proposed by AKT Peerless after the date of the Proposal, AKT Peerless shall have no liability whatsoever for any Damages based upon the final Services performed by AKT Peerless, if in the performance of the AKT Peerless' original proposal the claimed defect could have been discovered. Client further acknowledges that the costs in the Proposal are merely estimates. These estimates are made by AKT Peerless on the basis of its experience, qualifications, and professional judgment, but are estimates and not guaranteed.

(18) **Delays:** AKT Peerless shall use commercially reasonable efforts in performing the Services under this Agreement. AKT Peerless shall not be responsible, however, for any delay or failure to perform its Services if such failure or delay is caused by Client's failure to perform its obligations under paragraph 4 above or is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, outbreak or pandemic (including but not limited to COVID-19 and similar viruses) or the failure to gain cooperation of any necessary third party or any other act beyond the control of AKT Peerless (each, a "**Force Majeure Event**"). If a Force Majeure Event occurs, the time for AKT Peerless' for completion of this Agreement shall be extended by a commercially reasonable period under the circumstances. If any delay in AKT Peerless' performance is caused by either the acts or omissions of Client or by any third party (including any governmental agency), AKT Peerless shall be entitled to additional compensation, based upon its then-current standard rates, for the additional efforts required in obtaining said approvals, documentation, or access.

(19) **Reliance and Reliance Letters:** The Services performed by AKT Peerless and issuance of any report generated by AKT Peerless is for the sole benefit of Client. No other individual or entity may rely on same without the express written permission of AKT Peerless. AKT Peerless acknowledges that, from time to time, Client may request that AKT Peerless issue a reliance letter to Client's financial institution ("**Reliance Letter**"). AKT Peerless agrees, at no additional cost, to provide one Reliance Letter to Client's financial institution, so long as the reliance letter is subject to these Terms and Conditions and Client requests same within one hundred eighty (180) days of AKT Peerless' final report. Client agrees that it shall provide a copy of these Terms and Conditions to its financial institution and that the financial institution shall accept same and acknowledges that any such reliance shall be effective only as to the condition of the Subject Property on the date of the final report. AKT Peerless shall not be required to provide reliance on any report older than 180 days. In the event AKT Peerless agrees to provide a Reliance



Letter to any other party, the party granted such reliance must agree in writing to be bound by these Terms and Conditions. AKT Peerless may, in its sole discretion, charge a third part a fee (to be determined by AKT Peerless) to issue a reliance letter. Any third-party reliance shall only be as of the date the report was published. AKT Peerless' liability for any and all Damages incurred under any Reliance Letter, either directly or indirectly, whether by agreement or otherwise, shall be limited to the amount of the Fee.

Memo

Date: Friday, February 10, 2023

To: DDA Board of Directors

From: Annette M. Knowles, *AMK*

Re: **EV STATION - CPAAS AND MAKE-READY SITE PROPOSALS**

BACKGROUND

At the January meeting, the board authorized Chairman Slicker to obtain final proposals for EV Station to be installed in the riverfront parking lot, approximately behind 12 West Front Street. The updated proposals are attached herein. As proposed, the EV Stations will operate on a subscription bases, while the make-ready site is a capital investment. If approved, I will obtain appropriate account numbers from the Finance Department as new ones may need to be created.

ACTION

Authorize appropriation of an amount not to exceed \$22,500 for a make-ready site and to accept the proposal from LilyPad to construct, and authorize the subscription from ChargePoint at a cost of \$4,800 annually for a five-year period, for EV Charging Stations.



Quotation

Driving a Better Way™
chargepoint.com

Sales Representative: Will White
E-Mail: will.white@chargepoint.com
Telephone: 408-340-7826

Quote Number: Q-254750-1
Date: 11/28/2022
Expires On: 2/28/2023

Primary Contact: William Slicker

Bill To Address

City of Monroe MI Downtown Development Authority
120 E 1ST St
Monroe Michigan 48161-2283
United States

Ship To Address

City of Monroe MI Downtown Development Authority
120 E 1ST St
Monroe Michigan 48161-2283
United States

ChargePoint as a Service

ChargePoint as a Service™ (CPaaS) is the easiest way to provide electric vehicle (EV) charging solutions without having to purchase and maintain everything yourself. You get the site ready, and for an annual subscription fee ChargePoint takes care of the installation, monitoring and maintenance to provide maximum uptime with minimum effort.

Product Name	Product Description	Term (Years)	Quantity	Lifetime Amount
CPAAS-CT4000-DUAL-5	5-year ChargePoint as a Service™ subscription for Dual CT4000. Includes hardware and installation, cloud software, activation, ongoing proactive monitoring, maintenance, and reporting.	5	2	USD 24,000
				USD 24,000

Hardware Products Shipped with Subscription

Product Name	Product Description	Qty
CT4021-GW1	Dual Output Gateway North America, Bollard Unit - 208/240V @30A with Cord Management	2
	Total	2



Annual Billing Summary

Term	Annual Billing
Year 1	USD 4,800.00
Year 2	USD 4,800.00
Year 3	USD 4,800.00
Year 4	USD 4,800.00
Year 5	USD 4,800.00
Grand Total	USD 24,000.00

Quote Acceptance

- + Invoices are Net 30 from invoice date.
- + All pricing is confidential between Customer and ChargePoint.
- + Customer to be invoiced at time of shipment.
- + Sales tax in applicable states will be applied to this quote at time of invoicing.
- + Credit checks are required for new customers.
- + Pricing does not include any electrical make ready work that is required for the installation.
- + Additional terms and conditions for this transaction can be found at <http://www.chargepoint.com/legal/cpaas>
- + Customer confirms that the shipping and billing information providing in this Quotation is accurate for ChargePoint's shipping and invoicing purposes.
- + Customer confirms that it has the power and authority to permit ChargePoint to install the Charging Stations at the Designated Parking Spaces.

By signing this quote I hereby acknowledge that I have the authority to enter into this transaction on behalf of my organization. Furthermore, I agree to the above terms and conditions and that this signed quote shall act as a purchase order.

Signature :

Title :

Name (Print) :

Date :

Company Name :

Accounts Payable Contact Name :

Accounts Payable Contact E-Mail :

Requested Ship Date :



254 E. Hacienda Avenue
Campbell, CA 95008 USA

Customer Credit Form		* denotes required field
*Contact person name	*Title	Phone
*Full Company Name	*Tax I.D. Number	Fax
*Trade Style: (dba)		
*Bill to Address		
*Federal Tax Classification: Corp., Partnership, LLC	*DUNS Number	
Type of Business	No. of Years in Business	
*If Division/Subsidiary, Name of Parent Company	No. of Years in Business	
*If Parent, Parent Address	Parent Phone	
*Is Purchase Order Required? YES OR NO	FED EX or UPS Account Number	

Accounts Payable Contact

A/P Contact Name	*A/P Email
*A/P Phone	A/P Fax

Sales Tax Requirement

***Must check one of the below boxes. Failure to comply may result in delay of order shipment.**

- ☐ **Yes.** Tax exemption certificate is required. Must attach a valid tax reseller certificate for single ship to location or multi-jurisdiction with this form. Otherwise, shipment will be taxable per applicable rate.
- ☐ **No.** Shipment will be taxable per applicable rate.

*State and County where product(s) will be shipped
--

Signature: This credit application requires a signature from a Financial officer or Authorized Proxy.

By signing this application for credit, you certify that the information provided in this application is true and correct, you are authorized to sign this application on behalf of the applicant and agree to be bound by the terms and conditions as set forth in the order, unless otherwise noted and agreed to in writing.

Also, by signing this document, you authorize the release of detailed account information from the Bank and Credit References listed above for purpose of this credit review.

*Signature	*Date
*Print Name	*Title



LilyPad EV
4591 Pacheco Blvd
Martinez, CA 94553-2233 US
+1 8665259723
keith.anderson@lilypadev.com

Estimate

ADDRESS

William Slicker
Monroe, MI Downtown Dev.
Authority
120 E 1ST St.
Monroe, MI 48161 US

SHIP TO

William Slicker
Monroe, MI Downtown Dev.
Authority
120 E 1ST St.
Monroe, MI 48161 US

ESTIMATE # 5013

DATE 02/09/2023

EXPIRATION DATE 02/28/2023

ACTIVITY	QTY	RATE	AMOUNT
Installation:INSTALL Scope of Work: <ul style="list-style-type: none">• Excavate and remove existing soils at the 2 (two) 3ft x 3ft x 42inches foundations for the 2 (two) EV chargers.• Trench a total of approximately 55ft at a depth of 24inches and install all required conduits originating from the existing 3 phase 240vac panel, these conduits will continue East to the 2 (two) EV chargers' locations to accommodate the 4 (four) East most parking spaces.• Install 2 (two) new 3ft x 3ft x 42inches concrete foundations and set cast in place anchor bolts provided.• Install 4 (four) new 4inch concrete filled bollards with yellow plastic sleeves, 2 (two) in the front of each newly installed EV charger foundation.• Backfill, re-seed and lay straw blanket on all trenched areas.• Install 4 (four) new 40A 240vac 1P appropriately sized circuits to the 2 (two) ChargePoint CT4021 Dual Port EV charger locations to make the site ready for the EV charger install.• Install 3 (three) EV Parking Only signs to accommodate the 4 (four) parking spaces utilized by the EV Chargers.• Stripe the 4 (four) parking spaces utilized by the EV charger green.• Remove all debris from the site.• Install and pinpoint the two stations.	1	22,105.00	22,105.00T
Sales Tax Sales Tax calculated by AvaTax on Thu 19 Jan 17:38:34 UTC 2023	1	0.00	0.00

Sales tax is estimated. Actual tax will be added to the invoice.

SUBTOTAL	22,105.00
TAX	0.00
TOTAL	\$22,105.00

STANDARD TERMS & CONDITIONS:

- Quote good for 30 days
- Payment Terms: Net 30
- Manufacturer standard warranty applies
- Standard Lead-time: 30-60 days
- Shipping: FOB Origin, Freight Prepaid & Charged Back
- Customer responsible to verify AT&T/Verizon 4G cell coverage of

Complete Terms & Conditions are available at <https://lilypadev.com/termsandconditions/>
Thank you for your business.

-85dbm or better at installation location.

-70dbm is better than -85dbm.

- Returns of unopened packages subject to restocking charges.

Opened packages may not be returned.

- If installation included inquote, we reserve the right to invoice you for the charging station products at delivery and for installation when complete.

- Any Installation costs do not include unforeseen rock or other obstacles found while trenching or boring.

PAYMENT INSTRUCTIONS

Send Wire or ACH payments to:

LilyPad EV

Bank: JP Morgan Chase

Routing# 322271627

Checking# 793577260

- or -

Send Payment Check to

LilyPad EV

4591 Pacheco Blvd

Martinez, CA 94553

Accepted By

Accepted Date



Memo

Date: Friday, February 10, 2023

To: DDA Board of Directors

From: Annette M. Knowles, Coordinator *AMK*

Re: **PLACEPLAN POCKET PARK UPDATE**

BACKGROUND

Attached are final conceptual plan and opinion of probable cost for the PlacePlan Pocket Park proposed near the Monroe County Museum for your review.

ACTION

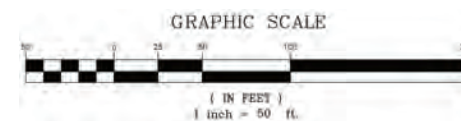
No action is necessary at this time; the project has been put on hold.



- A Dumpster Enclosure with Ramp at Pedestrian Opening
- B Paralled Parking/Food Truck Parking/Loading Area Parking
- C Bench
- D Decorative Pavement
- E Dining Area
- F Movable Planter
- G New or Relocated Ramp
- H Half Wall
- I String Lights
- J Entrance Arch
- K Green Screen
- L Synthetic Lawn
- M Planting Area
- N Concrete Paving
- O Utility Pole Decoration
- P Parking Lot
- Q New Concrete Walk
- R Monroe County Museum
- S River Raisin Centre for the Arts
- T Historic Park
- U Charging Station
- V Trash Receptacle
- W Way-finding Sign
- X Historic Interpretive Column (4)
- Y Proposed Drive Approach at 2nd St
- Z Table/Seating with Umbrella

MONROE COUNTY MUSEUM

MONROE, MI



JAN. 18, 2023





MONROE COUNTY MUSEUM

MONROE, MI



JAN. 18, 2023



PRECEDENT IMAGES

PEA GROUP

7927 Nemco Way, Suite 115
Brighton, MI 48116

517.546.8583
peagroup.com

January 9, 2023
Monroe County Museum - Statement of Probable Construction Costs
Monroe, Michigan

	<u>Quantity</u>	<u>Item Description</u>	<u>Unit Cost</u>	<u>Total Cost</u>
<u>Demolition</u>				
Lump Sum		Remove Weeping Cherry and Relocate		\$500.00
Lump Sum		Remove Arborvitaes (3 Total)		\$1,000.00
Lump Sum		Misc. Demolition & Removal		\$40,000.00
	33 cy	Strip Sod and Remove Topsoil (Assume 4" Depth)	\$12.00	\$396.00
	12 ea	Remove & Salvage Bumper Blocks and Re-install	\$100.00	\$1,200.00
	3 ea	Remove Flag Pole & Footing and Salvage and Re-install	\$2,500.00	\$7,500.00
	1 ea	Remove and Salvage Bench @ Monroe St and Re-install	\$500.00	\$500.00
	1 ea	Remove Box Library & Footing and Salvage and Re-install	\$250.00	\$250.00
		Sub Total:		\$51,346.00
<u>Construction</u>				
Lump Sum		Mobilization		\$15,000.00
Lump Sum		Soil Erosion and Sedimentation Control		\$3,500.00
	480 cy	Excavation for Hardscape and Softscape (12")	\$12.00	\$5,760.00
Lump Sum		Drainage (surface and subsurface)		\$15,000.00
	15,000 sf	Rough Grading / Land Balance	\$0.50	\$7,500.00
	250 lf	Concrete Curb & Gutter	\$35.00	\$8,750.00
	125 lf	4" Concrete Planter Curb @ Entry Against Monroe St	\$50.00	\$6,250.00
	1,350 sf	4" Non-reinforced Concrete Sidewalk	\$6.00	\$8,100.00
	1,500 sf	8" Non-reinforced Concrete Sidewalk	\$12.00	\$18,000.00
	165 sy	8" Non-reinforced Concrete Drive Approach & Bands @ Parking Lot	\$75.00	\$12,375.00
	50 ton	Asphalt Paving	\$185.00	\$9,250.00
	720 sy	8" 21AA BASE (Concrete, Asphalt, Decorative Pavement)	\$20.00	\$14,400.00
	3 ea	8" Accessible Ramps w/ Detectable Warning Surface	\$1,500.00	\$4,500.00
	450 sf	Accessible Ramp to Building w/ Thickened Edge	\$100.00	\$45,000.00
	100 lf	Handicap Ramp Railing (New Posts & Re-installed Railing)	\$100.00	\$10,000.00
Lump Sum		Dumpster Enclosure		\$25,000.00
	3,800 sf	Decorative Pavement	\$30.00	\$114,000.00
	75 sy	Sodded Lawn and 4 inches Topsoil	\$6.00	\$450.00
Lump Sum		Plant Material		\$25,000.00
	65 cy	12" Depth Plant Mix	\$50.00	\$3,250.00
	20 cy	3" Depth Shredded Bark Mulch	\$60.00	\$1,200.00
Lump Sum		Site Furniture (Bench, Trash Receptacle, Charging Station, Table w/ Umbrella, Planter)		\$70,000.00
Lump Sum		Half Wall		\$10,000.00
	65 lf	Green Screen (freestanding PVC coated fence w/ horizontal panels)	\$300.00	\$19,500.00
	2 ea	48" Wide Gates @ Storage Area Steps / Gas Meter	\$1,000.00	\$2,000.00
	1,700 sf	Synthetic Lawn	\$30.00	\$51,000.00
	4 ea	Historic Interpretive Column	\$5,000.00	\$20,000.00
	4 ea	Utility Pole Decoration	\$5,000.00	\$20,000.00
Lump Sum		Entrance Arch		\$20,000.00
	5 ea	Sign (Accessible Parking)	\$400.00	\$2,000.00
	1 ea	Sign (Way-Finding @ Monroe Street Entry)	\$5,000.00	\$5,000.00
	380 ft	Pavt Mrkg, Waterbourne, for Parking Lot & Loading Area, 4 inch Yellow	\$2.00	\$760.00
	3 ea	Pavt Mrkg, Waterbourne, Handicap Accesible Symbol, 4 inch Blue	\$75.00	\$225.00
Lump Sum		Site Electrical (String Lights, Accent Lighting)		\$40,000.00
Lump Sum		Irrigation		\$15,000.00
		Sub Total:		\$627,770.00
		Total:		\$679,116.00
		10% Design Contingency:		\$67,911.60
		Grand Total:		\$747,027.60

NOTE:

1. Estimate does not include topographic survey and construction staking
2. Estimate does not include geotechnical investigation, compaction, or material testing
3. Estimate does not include design and engineering fees (15%)
4. Estimate does not include review, permits, inspection fees
5. Estimate does not reflect increased construction material costs
6. Estimate does not include work in alley (Except for decorative paving crossing alley)