THE INGHAM COUNTY BUILDING AUTHORITY WILL MEET ON:
Tuesday, January 24, 2012, at 4:00 P.M.
Ingham County Courthouse
341 S. Jefferson St., 1st Floor Conference Room
Mason, Michigan

AGENDA

Call to Order
Approval of the December 13, 2011 Minutes
Additions to the Agenda
Limited Public Comment

1. 911 Dispatch Center
   a. Project – Update (*No Materials*)
   b. Budget Report (*Materials to be Distributed at Meeting*)

2. Approval of Invoices
   a. Clark Construction Application No. 8 in the amount of $508,242.27
   b. Tower Pinkster Invoice #44703 in the amount of $1,740.00

3. Proposed Change Order Approval
   a. PCO No. 013- Foundation Wall Insulation, Call & Data Center - $2,216.97
   b. PCO No. 013-019 Clark Construction Summary Attached (*Additional Information to be Distributed at Meeting*)

4. Proposals
   a. FD Hayes – Cabling for areas excluding data center and call center- $9,395.00
   b. Basic LEED Commissioning Proposal – Tower Pinkster, $24,500 and C2AE, $20,700 (*Handouts to be Distributed at Meeting*)

5. Other Business

  Announcements

  Public Comment

  Adjournment
MINUTES
December 13, 2011

Members Present: Mary A. Lannoye, Peter A. Cohl and Eric Schertzing

Members Absent: None

Others Present: John L. Neilsen, Rick Terrill, Chad Riehl, Eric Hackman, Tom Shewchuk, Dave Wright and Jill Bauer

Call to Order: The December 13, 2011, Ingham County Building Authority meeting was called to order by Chairperson Peter Cohl at 4:30 p.m., at the Ingham County Courthouse, 341 S. Jefferson, Mason, 1st Floor Conference Room.

Approval of the November 22, 2011 Minutes: MOVED BY SECRETARY LANNOYE, SUPPORTED BY CHAIRPERSON COHL, TO APPROVE THE NOVEMBER 22, 2011, BUILDING AUTHORITY MINUTES AS SUBMITTED.

MOTION CARRIED UNANIMOUSLY.

Additions to the Agenda: Tower Pinkster Invoice #44668 added to agenda as Item 2d.

Limited Public Comment: None.

1. 911 Dispatch Center
   a. Project – Update

Discussion

2. Approval of Invoices
   a. Clark Construction Application No. 7 in the amount of $534,708.07
   b. AECOM, Invoice #37185801, $1,038.88
   c. AECOM, Invoice #37189409, $522.00
   d. Tower Pinkster, Invoice #44668, $2,320.00

Discussion

MOVED BY SECRETARY LANNOYE, SUPPORTED BY TREASURER SCHERTZING TO APPROVE ALL FOUR INVOICES AS LISTED ABOVE

MOTION CARRIED UNANIMOUSLY.
3. Proposed Change Order Approval
   a. PCO No. 005 - $7,261.56 for Additional Piping, Fire and Landscaping

   MOVED BY TREASURER SCHERTZING, SUPPORTED BY SECRETARY LANNOYE TO APPROVE PROPOSED CHANGE ORDER NO. 005 AS LISTED ABOVE

   MOTION CARRIED UNANIMOUSLY.

   b. PCO No. 010 - $1,552.50 for Angle Iron Window Support

   MOVED BY TREASURER SCHERTZING, SUPPORTED BY SECRETARY LANNOYE TO APPROVE PROPOSED CHANGE ORDER NO. 010 AS LISTED ABOVE

   MOTION CARRIED UNANIMOUSLY.

   c. PCO No. 011 - $2,173.50 for Additional Underdrain Installation

   MOVED BY SECRETARY LANNOYE, SUPPORTED BY TREASURER SCHERTZING TO APPROVE PROPOSED CHANGE ORDER NO. 011 AS LISTED ABOVE

   MOTION CARRIED UNANIMOUSLY.

   d. PCO No. 012 - $5,000.00 for Additional Construction Testing

   MOVED BY TREASURER SCHERTZING, SUPPORTED BY SECRETARY LANNOYE TO APPROVE PROPOSED CHANGE ORDER NO. 012 AS LISTED ABOVE

   MOTION CARRIED UNANIMOUSLY.

4. 2012 Meeting Dates

   Discussion

   MOVED BY TREASURER SCHERTZING, SUPPORTED BY SECRETARY LANNOYE TO HAVE THE NEXT TWO BUILDING AUTHORITY MEETINGS ON THE LAST BOARD OF COMMISSIONERS MEETING OF JANUARY 24TH AND FEBRUARY 28TH AT 4:00 P.M.

   MOTION CARRIED UNANIMOUSLY.

   Discussion

5. Other Business: None.

   Announcements: None.

   Public Comment: None.

   This meeting was adjourned at 4:57 p.m.
Respectfully Submitted,

Mary A. Lannoye
Secretary, Ingham County Building Authority
# Agenda Item 2a

## APPLICATION FOR PAYMENT

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

**From:** CLARK Construction Company  
3533 Mason Rd Blvd. • F10 Box 40079 • Lansing, MI 48909  
517/372/4444 Fax: 912/372/3609

**Project:** Consolidated 911 Central Dispatch Facility  

**Application No.:** 8.00  
**Period To:** 1/20/2012

**Distribution to:**  
**Architect:**  
**Contractor:**

---

## CONTRACTOR’S APPLICATION FOR PAYMENT

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

Continuation Sheet is attached.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>ORIGINAL CONTRACT SUM</td>
</tr>
<tr>
<td>2</td>
<td>Net change by Change Orders</td>
</tr>
<tr>
<td>3</td>
<td>CONTRACT SUM TO DATE</td>
</tr>
<tr>
<td>4</td>
<td>TOTAL COMPLETED AND STORED TO DATE</td>
</tr>
<tr>
<td>5</td>
<td>RETAINAGE:</td>
</tr>
<tr>
<td>6</td>
<td>TOTAL EARNED LESS RETAINAGE</td>
</tr>
<tr>
<td></td>
<td>(Line 4 less Line 5 Total)</td>
</tr>
<tr>
<td>7</td>
<td>LESS PREVIOUS CERTIFICATES FOR PAYMENT</td>
</tr>
<tr>
<td></td>
<td>(Line 6 from prior Certificate)</td>
</tr>
<tr>
<td>8</td>
<td>CURRENT PAYMENT DUE</td>
</tr>
<tr>
<td>9</td>
<td>BALANCE TO FINISH, INCLUDING RETAINAGE</td>
</tr>
<tr>
<td></td>
<td>(Line 3 less Line 6)</td>
</tr>
</tbody>
</table>

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**CONTRACTOR:** Clark Construction Company  

**By:** Chad S. Riehl, Project Director  
**Date:** 1-18-2012

---

**CHANGE ORDER SUMMARY**

<table>
<thead>
<tr>
<th></th>
<th>ADDITIONS</th>
<th>DEDUCTIONS</th>
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<tbody>
<tr>
<td>Total Changes approved in previous months by Owner</td>
<td>4,241,439.34</td>
<td>0.00</td>
</tr>
<tr>
<td>Total approved this Month</td>
<td>59,385.91</td>
<td>0.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>4,300,834.65</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Net Changes by Change Order**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Changes by Change Order</td>
<td>4,300,834.65</td>
</tr>
</tbody>
</table>

---

**State of:** Michigan  
**County of:**  
**Subscribed and sworn to before me this 18th day of January, 2012.**  

**Notary Public:**

[Signature]

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**SANDRA J. ROYAL**  
NOTARY PUBLIC STATE OF MICHIGAN  
COUNTY OF INGHAM  
My Commission Expires: July 12, 2014  
Acting in the County of Ingham
| Item | Description | Contractor | Work Complete | | | | |
|------|-------------|------------|---------------|----------|----------|----------|------------|----------|----------|
|      |             | Scheduled Value | Previous Application | This Application | Net This Application | Total Completed | % | Balance To Finish | Retainer % |          |
| 1000 | Steepling/Utilities | Marilyn | 306,926.85 | 212,545.85 | 18,520.00 | 15,503.00 | 230,446.85 | 77% | 70,560.00 | 0.00 | 0.00 |
| 2000 | Asphalt | Rob Riley | 51,560.00 | 27,748.56 | 0.00 | 0.00 | 27,748.56 | 54% | 23,767.44 | 0.00 | 0.00 |
| 3000 | Landscaping | HTA Companies | 44,550.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 44,550.00 | 0.00 | 0.00 |
| 4000 | Foundations | Moore Trench | 318,302.00 | 267,622.38 | 10,650.00 | 10,650.00 | 278,722.38 | 88% | 39,517.62 | 0.00 | 0.00 |
| 5000 | Masonry | Schmitz | 469,000.00 | 352,214.00 | 57,447.49 | 57,447.49 | 412,661.49 | 84% | 76,338.51 | 0.00 | 0.00 |
| 6000 | Structural Steel | Howard | 69,600.00 | 25,592.00 | 9,677.00 | 9,677.00 | 35,969.00 | 51% | 24,441.00 | 0.00 | 0.00 |
| 7000 | General Trades | Williston Excav | 216,457.00 | 19,750.00 | 29,411.00 | 29,411.00 | 47,161.00 | 22% | 169,336.00 | 0.00 | 0.00 |
| 8000 | Metal Wall Panels | Arch Metals | 138,500.00 | 15,500.00 | 0.00 | 0.00 | 15,500.00 | 11% | 121,000.00 | 0.00 | 0.00 |
| 9000 | Roofing | Mid K Roofing | 139,774.00 | 0.00 | 122,658.00 | 122,658.00 | 122,658.00 | 87% | 17,116.00 | 0.00 | 0.00 |
| 12000 | Metal Glass & Glazing | Laming Ross | 81,307.00 | 0.00 | 22,453.00 | 22,453.00 | 22,453.00 | 28% | 58,854.00 | 0.00 | 0.00 |
| 11000 | Metal Studs/Ceiling | DSV Acoustical | 66,600.00 | 0.00 | 45,600.00 | 45,600.00 | 45,600.00 | 53% | 21,000.00 | 0.00 | 0.00 |
| 12000 | Painting | B & J Painting | 24,720.00 | 0.00 | -1,779.45 | -1,779.45 | 4,718.55 | 19% | 19,520.55 | 0.00 | 0.00 |
| 12000 | Carpets & Hard Tile | Vom. Reichenbach | 135,900.00 | 0.00 | 1,107.00 | 1,107.00 | 1,107.00 | 1% | 134,793.00 | 0.00 | 0.00 |
| 14000 | Fire Protection | D & H | 180,950.00 | 44,575.00 | 7,350.00 | 7,350.00 | 51,925.00 | 52% | 129,025.00 | 0.00 | 0.00 |
| 15000 | HVAC/Plumbing | JE Green | 1,040,370.00 | 143,907.00 | 69,485.95 | 69,485.95 | 262,392.95 | 25% | 777,977.15 | 0.00 | 0.00 |
| 13000 | Electrical | Summit | 762,300.00 | 257,220.50 | 22,457.70 | 22,457.70 | 259,657.70 | 34% | 470,842.30 | 0.00 | 0.00 |
| 17000 | Tower | J Ranch | 222,925.00 | 71,392.30 | 30,322.00 | 30,322.00 | 101,314.30 | 45% | 121,610.70 | 0.00 | 0.00 |

**SGRT COSTS:**

| Item | Description | Contractor | Work Complete | | | | |
|------|-------------|------------|---------------|----------|----------|----------|------------|----------|----------|
| 250  | Preconstruction Fee | DCC | 14,120.00 | 14,120.00 | 0.00 | 0.00 | 14,120.00 | 100% | 0.00 | 0.00 |
| 100  | Construction Fee | DCC | 165,882.38 | 38,118.00 | 11,641.00 | 11,641.00 | 40,759.00 | 47% | 54,113.38 | 0.00 | 0.00 |
| 200  | Construction Engineering | DCC | 126,370.00 | 48,899.50 | 14,453.00 | 14,453.00 | 63,389.50 | 48% | 62,980.50 | 0.00 | 0.00 |
| 300  | CM Reimbursements | DCC | 64,413.94 | 42,692.65 | 970.22 | 970.22 | 43,622.77 | 52% | 40,790.77 | 0.00 | 0.00 |
| 350  | Construction Testing | DCC | 25,300.00 | 23,238.36 | 0.00 | 0.00 | 23,238.36 | 92% | 2,061.64 | 0.00 | 0.00 |
| 400  | CM Insurance | DCC | 24,300.00 | 24,300.00 | 0.00 | 0.00 | 24,300.00 | 100% | 0.00 | 0.00 |
| 500  | CM Payment & Performance Bond | DCC | 33,865.38 | 33,865.38 | 0.00 | 0.00 | 33,865.38 | 100% | 0.00 | 0.00 |

Total: 4,628,213.65, 1,672,691.59, 558,342.27, 558,241.27, 1,180,334.17, 47%, 2,444,179.43, 0.00
### Agenda Item 2b

#### INVOICE

**TERMS: NET / 30 DAYS**  
Invoices unpaid after 30 days are subject to interest charge of 1.5% per month, which is 18% per year.

<table>
<thead>
<tr>
<th>Billing Phase</th>
<th>Fee</th>
<th>Percent Complete</th>
<th>Earned</th>
<th>Previous Fee Billing</th>
<th>Current Fee Billing</th>
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<tbody>
<tr>
<td>SCHEMATIC DESIGN</td>
<td>29,000.00</td>
<td>100.00</td>
<td>29,000.00</td>
<td>29,000.00</td>
<td>0.00</td>
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<tr>
<td>DESIGN DEVELOPMENT</td>
<td>31,900.00</td>
<td>100.00</td>
<td>31,900.00</td>
<td>31,000.00</td>
<td>0.00</td>
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<tr>
<td>CONSTRUCTION DOCUMENTS</td>
<td>52,200.00</td>
<td>100.00</td>
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<td>52,200.00</td>
<td>0.00</td>
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<tr>
<td>BIDDING/NEGOTIATION</td>
<td>2,900.00</td>
<td>100.00</td>
<td>2,900.00</td>
<td>2,900.00</td>
<td>0.00</td>
</tr>
<tr>
<td>CONSTRUCTION ADMINISTRATION</td>
<td>29,000.00</td>
<td>30.00</td>
<td>8,700.00</td>
<td>8,880.00</td>
<td>1,740.00</td>
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<tr>
<td><strong>Total Fee</strong></td>
<td><strong>145,000.00</strong></td>
<td><strong>124,700.00</strong></td>
<td><strong>122,950.00</strong></td>
<td><strong>122,950.00</strong></td>
<td><strong>1,740.00</strong></td>
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</table>

**Total this Invoice**  
**$1,740.00**

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**December 31, 2011**  
**Project No:** 10143.00  
**Invoice No:** 44703  

**INGHAM COUNTY FACILITIES**  
**DEPARTMENT**  
**PO BOX 319**  
**121 E MAPLE STREET**  
**MASON, MI 48854**

**Project 10143.00**  
**INGHAM COUNTY 911 DISPATCH FACILITY**  
**INGHAM COUNTY CONSOLIDATED 911 DISPATCH FACILITY**  
**Professional Services from November 26, 2011 to December 31, 2011**
January 4, 2012

Rick Terrill
Ingham County
121 E. Maple Street

RE: Work Authorization Prior to Execution of Change Order
PCO No. 013
Ref. Doc:
Ingham County Consolidated 911 Facility-10-2572

Dear Rick Terrill,

We have finalized gathering quotations for PCO No. 013 for the following extra work:

**Foundation Wall Insulation - Call & Data Center**

Signature on this document constitutes a formal notice to proceed with the work proposed. A change in the contract sum will be made in accordance with the terms and conditions of the contract. The following is a detailed itemization of all extra cost:

<table>
<thead>
<tr>
<th>Item</th>
<th>Budget Code</th>
<th>Description</th>
<th>Amount Proposed</th>
<th>Contractor</th>
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</thead>
<tbody>
<tr>
<td>001</td>
<td>002572.03</td>
<td>Metal Studs/Drywall</td>
<td>$2,142.00</td>
<td>DSI Acoustical</td>
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<tr>
<td></td>
<td>11000 01000 S</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>L 001</td>
<td>002572.06</td>
<td>Construction Management Fee</td>
<td>$53.55</td>
<td>Clark Construction Co.</td>
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<td></td>
<td>00100 01000 S</td>
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<tr>
<td>L 002</td>
<td>002572.06</td>
<td>CM Bonds</td>
<td>$21.42</td>
<td>Clark Construction Company</td>
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<tr>
<td></td>
<td>00500 01000 S</td>
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</tr>
</tbody>
</table>

**Total Amount**  
$2,216.97
RE: Work Authorization Prior to Execution of Change Order
PCO No. 013
Ref. Doc:
Ingham County Consolidated 911 Facility-10-2572

This change will require 0 days extension to the contract completion date. This quote is void after 30 days.

If you have any questions regarding this Change Order Request, please call me at your earliest convenience.

Respectfully,

Clark Construction Company

[Signature]

David Wright

[Signature] 11/5/12
Owner Representative/Date

[Signature] Architect/Date
January 3, 2012

Clark Construction Company
710 E. Jolly Rd.
Lansing, MI 48910

Attn: David Wright
Re: Ingham 911 Dispatch Facility

David,

Here is a quote on some additional work we have been asked to perform at the above-mentioned project.

- Provide and install foil faced insulation at foundation of Call Center 120 including 121, and 122 and at the north, south, and east foundations of Data Center 125

<table>
<thead>
<tr>
<th>Material</th>
<th>$1348.00</th>
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</thead>
<tbody>
<tr>
<td>Labor</td>
<td>$ 515.00</td>
</tr>
<tr>
<td>15% overhead &amp; profit</td>
<td>$ 279.00</td>
</tr>
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</table>

**TOTAL** $2142.00

If you have any questions, please feel free to contact me.

Sincerely,

[Signature]
Dennis Stiffler
DSI ACOUSTICAL COMPANY
#2198
**Prime Contract Change Order**

Contractor and Owner w/budget codes

Ingham County Consolidated IFI Facility
Project # 10-2372

Date: 1/18/2012
Contract Date: 10/14/2011
To Contractor: 
Contract Number: 2572
To: Clark Construction Company
Change Order Number: 006
3535 Moore's River Drive, P.O. Box 4007
Lansing, MI 48901

The Contract is hereby revised, as follows:

<table>
<thead>
<tr>
<th>PCO</th>
<th>Budget Code</th>
<th>Description</th>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>013</td>
<td>002572 03 11000</td>
<td>Metal Stud/Gravel</td>
<td>DSI Acoustical</td>
<td>$2,542.00</td>
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<td>CM Fee 2.5%</td>
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<tr>
<td>013</td>
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<td>CM Bonds 1.9%</td>
<td>Clark Construction Company</td>
<td>$214.22</td>
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<tr>
<td>014</td>
<td>002572 03 04100</td>
<td>Roof/Slab Water Protection</td>
<td>Moore Trepper Construction, Inc.</td>
<td>$1,199.00</td>
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<tr>
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<td>CM Fee 2.8%</td>
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<td>CM Bond Cost 1.2%</td>
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<tr>
<td>015</td>
<td>002572 02 01000</td>
<td>Excavation for Main Power Conduit</td>
<td>Metlyn Contractors, Inc.</td>
<td>$451.25</td>
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<td>Construction Management Fee</td>
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<td>002572 08 00500</td>
<td>CM Bonds</td>
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<td>$4.31</td>
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<tr>
<td>016</td>
<td>002572 03 08000</td>
<td>Roofing removal of ice and snow</td>
<td>Mid Michigan Roofing</td>
<td>$1,176.98</td>
</tr>
<tr>
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<td>002572 08 00100</td>
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<td>016</td>
<td>002572 08 00500</td>
<td>CM Bonds</td>
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<td>017</td>
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<td>Winter Concrete Batch Charges &amp; Pump</td>
<td>Moore Trepper Construction, Inc.</td>
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<td>002572 06 00500</td>
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<td>018</td>
<td>002572 03 12000</td>
<td>Block Fill CURT in Call Center for Specy Finish</td>
<td>B &amp; J Painting, Inc.</td>
<td>$1,445.00</td>
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<td>018</td>
<td>002572 03 12000</td>
<td>Laser Finish Coats on Gyp Bld in Call Center</td>
<td>B &amp; J Painting, Inc.</td>
<td>$1,866.00</td>
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<td>002572 06 01000</td>
<td>Construction Management Fee</td>
<td>Clark Construction Company</td>
<td>$59.53</td>
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<td>CM Bonds</td>
<td>Clark Construction Company</td>
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<tr>
<td>019</td>
<td>002572 08 00900</td>
<td>Building - Temporary Heating Fuel Allowance</td>
<td>Clark Construction Company</td>
<td>$10,300.00</td>
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</tbody>
</table>
PROPOSAL/CONTRACT FOR DATA WORK

TO: Ingham County MIS

CONTRACT NO: 1231JD1

DATE: 1/3/2012

Attn: Tom S.

FD Hayes Electric Company Inc., a Michigan Corporation, hereby proposes to furnish all labor and material necessary to complete the following job description at the premises located at: 911 consolidated dispatch facility Subject to the terms of this contract and attachments hereto.

Description of Work: Cabling for areas excluding data center and call center

- Provide Cat5e cabling including terminations, testing and labeling for locations as shown on prints (20). Prints indicate one cable per location.
- Provide coax cabling for locations identified as TV on prints (3)
- Provide Cat5e and power cable for camera locations as shown on prints (9)
- All cabling will be run from specified locations to a termination point within the data center.
- One patch panel (48 port) is included in this proposal for station cabling and camera locations
- Pathway from provided wall stub to data center will be j-hooks and is included in this proposal
- All jacks, faceplates and patch panel are PANDUIT per MIS specification. Faceplates are priced as plastic with stick on labels, stainless steel is available for additional price
- Cabinets or racks within data center are not included
- All work stations, cameras and TV's will be labeled with a MIS determined labeling scheme
- All work performed during normal business hours
- All labor and material pricing is per County PO where applicable, material is tax except
The price of the described work will be: $8395.00
$6380.00- labor 110 hrs @ $58.00/hr
$3015.00- materials

Late payments are subject to interest as per paragraph 15 on attached page of this contract.
This contract is void if not accepted in writing within 7 days after the date shown above.
No work shall commence until the Customer returns this contract to FD Hayes Electric.
By signing this contract, you confirm that you have read and agree with its terms and provisions.

Accepted:

Customer

Date:

F.D. Hayes Electric- Joe DAlessandro

Date: 1/3/2012

Please sign and return both copies of contract to F.D. Hayes Electric, 2301 Noel Avenue, Lansing, MI 48910
TERMS OF CONTRACT

The following terms of contract are agreed to by the Customer and F.D. Hayes Electric Company (hereinafter called "Hayes").

1. **Wiring Standard** - All workmanship and materials are to comply with the requirements of the National Electrical Code and the applicable local ordinances and the electrical plans and specifications specifically applicable to the job.

2. **Scope of Work** - Unless specifically stated otherwise in this Contract, the scope of work covered by this Contract is limited to that work specifically covered by the electrical drawings and the electrical section of the specifications.

3. **Lighting Fixtures** - Unless specifically included in the electrical drawings and the electrical section of the specifications, or specifically stated in this Contract, the furnishing and installing of electrical lighting fixtures and lamps are not included.

4. **Additional Work or Changes/Requirements of Agreement and Authorization** - Additional work and/or changes may be ordered in writing by the Customer at any time. Such additional work and/or changes will not be performed by Hayes until the Customer agrees to pay in addition to the contract price herein a price agreed upon or at the regular rates charged by Hayes for time and material work. Such additional prices/charges and time for payment thereof will be reflected in the charge of work form.

5. **Written Change of Work Forms** - Hayes shall receive written orders for all additional work or changes before proceeding with such extra work or changes. All written changes of work forms shall be signed by an authorized person and shall be identified as follows: "Attention: The customer's approval of any additional work and/or changes completed without written agreement shall nullify the additional work and/or changes and the price for such additional work and/or changes. All written change of work forms are subject to Hayes' written approval, see form.

6. **Payments for Additional Work or Change Orders** - Payments for additional work and changes to the original contract shall be made under the same terms and conditions as are embodied in the original contract. Customer shall pay any increased cost for additional work and/or changes in the billing cycle during which Hayes performed the changes. Customer will be billed as per the agreement.

7. **Contract Payments** - Hayes shall not proceed with the installation of any work and/or materials if the payment applying on same has not been made as specified in the contract, and as may be specified in any written change of work forms.

8. **Unavoidable Interruptions** - It is hereby mutually agreed that Hayes shall not be held responsible or liable for any loss, damage or delay caused by fire, strikes, civil or military authority or any other cause beyond its control.

9. **Charges to Hayes** - Hayes shall not be liable for any charges for temporary wiring, electrical energy, heat, job cleanup, hoisting, job telephone, job office or storage space, etc., unless specifically stated in this Contract.

10. **Liquidated Damages** - Hayes shall not be liable for any charges for liquidated damages resulting from delay in completion of the work caused by factors beyond its control.

11. **Transfer of Title** - If the customer disposes of the real estate by sale or otherwise, the full amount remaining on this contract becomes due at once and payable within 48 hours after date of such disposal.

12. **Default** - In case of default by Customer, attorney fees and all costs incurred by Hayes will be paid by the Customer in addition to other amounts due.

13. **Authorization for Change Orders** - Customer shall notify Hayes in writing of any changes in personnel who are authorized to approve written change of work forms.

14. **Customer Approval of Work** - Customer shall inspect and approve of all work at Hayes' request and shall do so in writing. Payment for work will be an approval and ratification of the work for which payment is made.

15. **Interest on Late Payments** - Payment for full invoice amount is due within 10 days following the date of the invoice. Any payment or part thereof not made timely is subject to interest at the rate of 18% per year.

16. **Returned Checks** - Any check submitted by Customer as payment of any invoice which is not paid by the drawee bank when presented shall be subject to a $25.00 fee and shall be paid by Customer.

17. **Underground Related Work** - F.D. Hayes will not be held responsible for any repair to the customer's lawn, or customer's underground utilities.

18. **Escalation Clause** - "Notwithstanding any provision herein to the contrary, in the event that during the performance of this agreement, the stated price and/or any other necessary commodities significantly increases, through no fault of F.D. Hayes, the price of any materials, components, or goods to be furnished under this agreement shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding three percent (3%) experienced by [electrical contractor] from the date of the execution of this agreement. Such price increases shall be documented through commercial quotes, invoices, receipts or other such documentation. Where the delivery of materials, components, or goods required under this agreement is delayed, through no fault of F.D. Hayes, as a result of the shortage or unavailability of commodities, raw materials, components and/or products, [electrical contractor] shall not be liable for any additional costs or damage associated with such delay(6)."
F.D. HAYES ELECTRIC CO., INC

WARRANTY, DISCLAIMER OF IMPLIED WARRANTIES, LIMITATION OF DAMAGES AND REMEDIES

Project Name:

Effective starting date for warranty:

WARRANTY

F.D. Hayes Electric Company warrants all labor, material and equipment furnished by F.D. Hayes Electric Company on this project to be free from all defects due to faulty workmanship or defects in the material for a period of one (1) year after the effective starting date appearing above. In the event any part of the work or material fails because of poor workmanship or materials (normal wear and tear expected) within this period of warranty, it will be replaced or repaired (at F.D. Hayes’ discretion) at no additional cost to the customer.

DISCLAIMER OF IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS

There is no warranty of merchantability or warranty of fitness for any particular purpose given by F.D. Hayes Electric Company to the extent same are excludable under the law. There are no warranties which extend beyond the description on the face hereof.

LIMITATION OF DAMAGES AND REMEDIES

F.D. Hayes Electric Company shall not be liable for any proximate, incidental, consequential or other damage(s), including, but not limited to, loss of production, profits or injury to person or property, or attorney’s fees and costs as are excludable under the law and which are not expressly and specifically covered under paragraph 1. WARRANTY above. F.D. Hayes Electric Company shall not be liable for damage(s) caused by abuse, and/or improper operation, and/or modification not executed or caused to be executed or effected by F.D. Hayes Electric Company, and/or normal wear and tear under normal and reasonably expected usage.

Patrick F. Hayes, President

Date

NOTE: This is a sample copy of the warranty that will take effect when project is complete.