



City of Dearborn Heights
6045 FENTON • DEARBORN HEIGHTS, MICHIGAN 48127

Hassan Ahmad
Council Chairman

Study Sessions and City Council Meetings shall be attended in person by City Council Members. Members of the public have the option of attending in person or virtually.

Purpose: **6:00 p.m. CITY COUNCIL SPECIAL MEETING**

Location: **City Hall Council Chambers - 6045 Fenton**

Date: **Tuesday, February 17, 2026**

Join Zoom Meeting

<https://us06web.zoom.us/j/86202044531?pwd=aMPA2S8akafSq6yVPrawHzesWMT87w.1>

Meeting ID: 862 0204 4531

Passcode: 512412

One tap mobile

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Dial by your location

+1 301 715 8592 US (Washington DC)
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 646 876 9923 US (New York)
+1 646 931 3860 US
+1 507 473 4847 US

+1 564 217 2000 US
+1 669 444 9171 US
+1 669 900 6833 US (San Jose)
+1 689 278 1000 US
+1 719 359 4580 US
+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)
+1 360 209 5623 US
+1 386 347 5053 US
+1 408 638 0968 US (San Jose)

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Persons who may wish to contact members of the City Council to provide input or to ask questions on any business that will come before the City Council at the meetings are to contact City Clerk Senia at (313)791-3434 or email at clerks@dearbornheightsmi.gov before 5:00 p.m. on the day of the meeting. To participate in the "Public Comments" portions of the meeting, click on the Zoom link to enter the meeting room, and raise your "Zoom" hand to indicate that you have a question or comment.

Council Chairman: (313) 819-0609 • City Clerk: (313) 791-3435
HmAhmad@dearbornheightsmi.gov

**ORDER OF BUSINESS FEBRUARY 17, 2026
SPECIAL MEETING OF THE DEARBORN HEIGHTS CITY COUNCIL**

1. **CALL OF MEMBERS**

2. **PLEDGE OF ALLEGIANCE**

A Recognition of Hassan Elhajj Hassan

3. **AGENDA APPROVAL**

4. **APPROVAL OF MINUTES**

5. **PUBLIC HEARINGS AND PUBLIC COMMENT**

6. **FUND TRANSFERS AND CURRENT CLAIMS**

7. **CONSIDERATION OF BIDS**

8. **REPORTS FROM MAYOR**

9. **REPORTS FROM CITY OFFICIALS**

A Deputy Fire Chief Hall - Authorization of AIA Contract Document A141 PDB-2024

10. **PETITIONS FROM CITIZENS**

11. **ORDINANCES AND RESOLUTIONS**

A Mayor Baydoun - Temporary Food Truck/Tent/Cart Licenses - 30 Day Licenses

12. **COMMUNICATIONS**

13. **NEW BUSINESS**

A Temporary Food Truck/Tent/Cart Application Licenses - 30 Day - Approvals

Temporary Food Truck/Tent/Cart License Application- CINNABON FOOD TRUCK (BMK VENTURES LLC)

Temporary Food Truck/Tent/Cart License Application - DOUGHVINCI PIZZA

Temporary Food Truck/Tent/Cart License Application - DEARBORN NUTRITION

Temporary Food Truck/Tent/Cart License Application - BAYBITES LLC

Temporary Food Truck/Tent/Cart License Application - SELENAS TAQUERI

Temporary Food Truck/Tent/Cart License Application - CALIFORNIA COOKIE COMPANY

- B Temporary Food Truck/Tent/Cart Application Licenses - 30-Day - Conditional Approvals
- Temporary Food Truck/Tent/Cart License Application - THE BISTRO BOX
- Temporary Food Truck/Tent/Cart License Application - ROLLIES ICE CREAM BAR
- Temporary Food Truck/Tent/Cart License Application - HOT WHEELS GRILL
- Temporary Food Truck/Tent/Cart License Application - POTATO PIT

14. **MEMBERS OF THE PUBLIC**

- A Comments from Council Members
- B Announcements
- C Public Comments

15. **ADJOURNMENT**

Approved for the Agenda of:	APPROVED
2/17/2026	Motion No. 26-067

9.A.



Fire Department

TO: Honorable Mayor Mo Baydoun

Honorable City Council Members

FROM: Philip Hall, Deputy Fire Chief

DATE: February 14, 2026

RE: Deputy Fire Chief Hall - Authorization of AIA Contract Document A141 PDB-2024

I respectfully request that this honorable body review and approve the AIA Contract Document A141 PDB-2024 between the City of Dearborn Heights and Partners in Architecture Design-Build LLC. Following legal review, I also request authorization for the Mayor and City Clerk to execute the contract on behalf of the City of Dearborn Heights.

In response to RFQ #2024-0113 for Architectural and Engineering Services and the RFP for the Fire Station Planning Project, the AIA A141 PDB-2024 contract has been prepared to proceed with an architect-led design-build delivery method for the new Fire Department Headquarters Station. The proposed team includes Partners in Architecture Design-Build as Design-Builder, Frank Rewold and Sons as Build Partner, and Partners in Architecture PLC as Architect.

A Builder Cost Evaluation Sheet is attached. Although Frank Rewold and Sons were not the lowest cost, their innovative pre-construction services will help keep the project on schedule and within budget through minimal change orders. With more than 100 years of experience and a strong record in municipal construction, they are well qualified. Since timing is a primary concern, FRS has the capacity to begin on this project asap. Our team conducted due diligence, including site visits and detailed discussions regarding completed station projects by each proposed build partner.

This project will be funded entirely through grant funds and will have no impact on the City's general fund.

Thank you for your consideration. Please contact me at (313) 791-3656 with any questions or concerns.

Respectfully,

Attachments:

1. Builder cost evaluation
2. 2026-0216 Compiled DHFD Design-Build Contract

City of Dearborn Heights New Fire Headquarters Builder Cost Evaluation

SERVICES	FIRMS REVIEWED		
	Cunningham-Limp	Axiom Construction	Frank Rewold & Sons
Preconstruction Services	\$11,500 If project proceeds rolled into GMP	\$10,000	\$34,000
Fee Percentage (OH&P)	3.00% Not including staff cost	3.00% Profit Only	3.50% Not including staff cost
Insurance & Bonds Costs	1.85% Includes Builders Risk	1.75%	1.90%
Warranty Period	2-Year With on going support	2-Year Owner Discretion	1-Year is Typical Any duration can be provided
References Provided	Yes See Attached	Yes See Attached	Yes See Attached

ADDITIONAL REQUEST

- ♦ Provide Percentage Estimate for all Staff Costs not included in Fee above. This would be an estimate to be finalized following project scope definition and with the GMP proposal.
- ♦ How is value added or savings achieved and input back into the project?

Orion Township New Fire Stations No 1 & 3	New Westland Fire Station No 2	Green Oak Township New Fire HQ
St Clair Shores New Fire HQ in progress	New Highland Fire Stations No 1 & 2	Grand Blanc Township New Fire HQ
City of Dexter New Fire HQ in progress	City of Birmingham New Fire Station No 2	Addison Township Fire Station No 2
City of Auburn Hills New Fire No 1 & 3	Dexter Township New Fire Station	City Of Madison Heights Fire Station No 2
Northville Township New Fire HQ	Canton Township New Fire No 2	City of Bloomfield Hills Public Safety
Farmington Hills New Fire Station No 3	Canton Township Public Safety Renovation	City of Oak Park Public Safety and City Hall
Scio Township New Fire HQ in progress	Significant Work in Local School District	Green Oak Township New Police HQ
Strong Preconstruction Services	Company Leader with Hands-on Approach	Strong Preconstruction Services & Estimating
Clear corporate structure & project process	Access to Leadership	Access to Leadership
Deep Bench	Public Sector Focused	Deep Bench
Municipal Focus		Strong project completion & commitment



February 16, 2026

RE: City of Dearborn Heights New Fire Station Headquarters
Design-Build Approach and Contract
PARTNERS Project #25-107
Dearborn Heights Project RFQP # 2024-0113

David Brogan
Fire Chief

CITY OF DEARBORN HEIGHTS
1999 N Beech Daly
Dearborn Heights, Mi 48127

DBrogan@dearbornheightsmi.gov

Dear Chief:

Based on discussions in project committee meetings considering the various construction delivery methods, we understand per the decision that the City of Dearborn Heights wishes to proceed with an Architect-Led, Design-Build construction delivery process.

To recap, the Architect-led Design-Build is a project delivery method where the architect takes on a single, unified role for both the design and construction phases of the project. Acting as the Architect and as the Design-Build Management Professional, this model, allows PARTNERS in Architecture to be the single point of responsibility to manage the entire process from design concept to construction completion. This approach places a high value on the design vision and ensures effective and efficient team collaboration and Budget Adherence while delivering the best value for the City.

We have completed several successful Fire Station projects utilizing this Design-Build approach, including 2 stations for Highland Township, the City of Grosse Pointe, Madison Heights and the City of Rochester. Our sister company, PARTNERS in Architecture Design-Build, LLC will be the entity responsible for establishing the Guaranteed Maximum Price (GMP) as well as coordinating and managing the entire project through the construction phase.

To incorporate the Architect-Led Design Build project delivery process as our scope of services, we propose the Industry Standard AIA A141PDB - 2024 Standard Form of Agreement Between Owner and Design-Builder. I have attached the Base Contract in Draft form for initial approval and review along with Exhibits C & D including the building program and design concepts to date (in-process). These Exhibits as well as others will be included with the final version that will be used to complete the contract, including Exhibit A delineating the required Insurances and Bonds, and Exhibit B the "Design-Build Amendment" which is submitted at the conclusion of preconstruction and design phase services and essentially establishes the precise project criteria to be delivered and the **Guaranteed Maximum Price**.

To date we have performed services in a more traditional format as we have begun to define the parameters of your project and will shift to the Architect-led Design Build process incorporating Preconstruction Services. As an overview to the 56 page contract and for simplicity the following summarizes the work and generally includes that - The Architect shall provide the necessary professional services as may be required to perform the Preconstruction Services of a Design-Builder also known as a Design-Build Management Professional. PARTNERS will provide these services along with the City selected build partner "Frank Rewols & Sons including all usual and customary preconstruction services, design phase basic services and other work required prior to submitting Exhibit B the Design-Build Amendment, with GMP" including but not limited to:

PARTNERS in Architecture, PLC

65 Market Street Mount Clemens, Michigan 48043 P. 586.469.3600 F. 586.469.3607



1. Preparation and coordination of the Owner's program, schedule and budget, each in terms of the other;
2. Estimates of project cost, updated periodically as appropriate during the progression of the design;
3. Preparation of project schedule, updated periodically as appropriate during the progression of the design;
4. Evaluations and recommendations regarding bid packages, trade contractor's scopes of work and availability of labor;
5. Value planning;
6. Advising the Owner and Team regarding proposed site improvements, selection of materials, building systems, and equipment;
7. Identifying and evaluating long lead items in terms of cost, schedule and availability;
8. Recommendations related to constructibility, sequencing and phasing;
9. Assisting in the coordination of design documents and trade scope descriptions;
10. Recommending alternatives for consideration by the Owner and Team;
11. Assisting the Owner in retaining professional services for surveying, geotechnical investigations and materials testing consultants and other special consultants as may be necessary;
12. Developing bidder's interest in the Project, providing a list of potential bidders, coordinating with and including Owner suggested trade contractors and establish bidding schedules;
13. Coordination with Owner's purchasing and competitive bidding requirements and incorporation of said language into final bid packages;
14. Assisting the Owner and Team in the development of Bid Documents;
15. Conducting pre-bid conferences with prospective bidders;
16. Assisting the Team with questions from bidders and the issuance of addenda;
17. Receive and open competitive trade contractor bids; reviewing bids received, conducting post-bid interviews and advising the Owner and Team regarding the award of contracts;
18. Provide "Exhibit B" of the Design-Build contract complete with **Guaranteed Maximum Price (GMP)**, incorporating recommended trade contractor awards, allowances and contingencies as appropriate;
19. Assisting the Owner in obtaining permits and approvals as necessary.
20. In addition to the above, this process also includes all the traditional phases of design with Schematic Design, Design Development and Construction Bidding Documents. These phases include: Architectural & Interior Design, Planning, On-site Civil Engineering, Structural Engineering, Mechanical, Electrical, Plumbing Engineering and Performance Fire Suppression design. All Property delineations, legal descriptions and easements if required will be provide by the owner with Site Survey documentation. Wetlands or similar encumbrances have not been identified and are not anticipated.

It is understood that as the Design-Builder we will engage PARTNERS in Architecture as the Architect and Frank Rewold & Sons as the builder under our control and responsibility, being PARTNERS in Architecture Design-Build, LLC to perform in the capacity of the Design-Builder Management Professionals.



Once competitive trade bids are received for the work, reviewed and a recommendation list of contract awards is established, the "Exhibit B" Design-Build Amendment will be prepared by PARTNERS in Architecture Design-Build, LLC and presented to the City with the GMP for execution. Once executed, construction can begin and PARTNERS in Architecture Design-Build, LLC will be responsible for the management, coordination and execution of the full project. The construction phase fees and administration phase services of PARTNERS in Architecture, PLC (the Architect), will be included in the overall GMP with Exhibit B.

Expectations and Statements:

- It is clearly understood that the maximum budget available for the project is **\$10,500,000** and that the moneys have time conditions and grant requirements. The budget will be the determining factor for the scope of the project.
- Time is of the essence, and a speed-to-market schedule will be developed in conjunction with the Owner and Design-Builder Team.
- Once the project design / construction documents are further developed, together we will develop the framework for the "Exhibit B" and identify all items to be included in the GMP and those items that the City may want to provide outside of the contract to reduce mark-ups and avoid taxes where possible. All costs will not exceed the \$10,500,000 budget.
- Then following competitive trade bidding and arriving at an acceptable Guaranteed Maximum Price (GMP) incorporating all construction costs, project allowances and contingencies, the "Exhibit B" Design-Build Amendment will be executed as appropriate.
- Complete Grant documentation to be provided to Design-Builder for understanding and to assist the City. Administration of the Grant remains the City's responsibility.
- Evaluation, determination and mitigation for any hazardous site materials if needed will be the sole responsibility of the City.
- Should tax credits be available for this project, the Design-Builder in cooperation with the City will be allowed to pursue at Design-Builder's expense.
- The entire project will be an **"Open Book" accounting process** with monthly reporting to the City for approval and with project close-out documentation.

Compensation:

Compensation for work outlined above in accordance with the Standard Form of Agreement Between Owner and Design-Builder, AIA Document A141PDB - 2024 and performed prior to execution of the Design-Build Amendment (Exhibit B incorporating the GMP) are proposed below. The Fee breakdown considers a construction cost in the **range of \$9,500,000**.

1. Evaluation of Owner's Criteria, Programming and Concepts (current phase):	\$112,800
2. Schematic Design Services:	\$112,800
3. Design Development Services:	\$141,000
4. Construction Documents Services:	\$169,200
5. Competitive Bidding & preparation of Design-Build Amendment with GMP	\$ 28,200

TOTAL LUMP SUM FEE: \$564,000

Preconstruction / Design Phase Reimbursable Expenses to include: \$10,000 allowance.



Chief, we truly appreciate this opportunity to provide comprehensive professional services to you and The City of Dearborn Heights and are excited to deliver this project with our Architect-led Design Build approach. Please do not hesitate to call to discuss if you have any questions or if you need any further information. We will make ourselves available to review this with you and City Administration as may be appropriate.

Sincerely,

PARTNERS in Architecture, PLC

A handwritten signature in blue ink that reads "David W. Gassen".

David Gassen, AIA, NCARB
Principal

Cc: Michael Malone, AIA, NCARB, Principal
Lauren Lee, Project Manager
Enclosures

AIA® Document A141®PDB – 2024

Standard Form of Agreement Between Owner and Design-Builder for a Progressive Design-Build Project

AGREEMENT made as of the Sixteenth day of February in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

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

City of Dearborn Heights
6045 Fenton
Dearborn Heights, MI 48127

and the Design-Builder:
(Name, legal status, address, and other information)

PARTNERS in Architecture Design-Build, LLC
65 Market Street
Mount Clemens, MI 48043
586-469-3600

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

City of Dearborn Heights Fire Department Headquarters
On Beech Daly and Warren Valley Golf Course at Ann Arbor Trail
Dearborn Heights, MI
The Station to include 5 Pull-Through double stack Bays and 1 back-in Half Bay and customary Support Spaces including Decontamination, Bay Restroom, Gear Cleaning Space, SCBA, Work Room, PPE Storage, EMS Storage and Fitness. Administration Area to include Lobby / Entry, 8 Offices, Administrative Assistant Area, Work Space, IT Room, Conference Room, Break Room, Training Room with Ancillary Spaces. Fire Fighter Area to include bunk accommodations for 11, individual Restrooms / Shower Rooms appropriate for the residents and office functions, Locker Rooms, Laundry / Storage Room, Kitchen, Dining, Dayroom Lounge and necessary Building Infrastructure Spaces.

The Owner and Design-Builder agree as follows.

The PARTNER Team is prepared and committed to provide the established program spaces and not exceed the allocated funding of \$10,500,000. The mission will be accomplished in a collaborative working environment where together we refine the program to manage the cost to meet the budgeted funding. The PARTNER Team, the City and the Department commit to a working relationship to be available and a schedule to be jointly prepared once the concept plan is approved. The design and preconstruction services will be performed in an expeditious manner with the intent to commence with construction prior to September 30, 2026. Trade costs will be competitively bid and reviewed with the City and the project will be managed in an open book process.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 COMPENSATION AND PROGRESS PAYMENTS
- 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
- 4 DESIGN PHASE
- 5 DESIGN-BUILDER'S PROPOSAL AND DESIGN-BUILD AMENDMENT
- 6 CONSTRUCTION PHASE
- 7 CHANGES IN THE WORK
- 8 OWNER'S RESPONSIBILITIES
- 9 TIME
- 10 PAYMENT APPLICATIONS AND PROJECT COMPLETION
- 11 PROTECTION OF PERSONS AND PROPERTY
- 12 INSURANCE AND BONDS
- 13 UNCOVERING AND CORRECTION OF CONSTRUCTION WORK
- 14 COPYRIGHTS AND LICENSES
- 15 TERMINATION OR SUSPENSION
- 16 CLAIMS AND DISPUTES
- 17 MISCELLANEOUS PROVISIONS
- 18 SCOPE OF THIS AGREEMENT

TABLE OF EXHIBITS

- A INSURANCE AND BONDS
- B DESIGN-BUILD AMENDMENT
- C SUSTAINABLE PROJECTS EXHIBIT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1. The Owner's Criteria is fixed as of the date of this Agreement.

(For each item in Section 1.1.1 through 1.1.12, insert the information or a statement such as "not applicable" or "unknown at the time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Identify below, or in an attached exhibit, the documentation in which the program is set forth, or state the manner in which the program will be developed.)

See Exhibit C

§ 1.1.2 The Owner's design requirements for the Project:
(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

See Exhibit C for a general planning arrangement and conceptual imaging study. The planned aesthetic character and material selections are conceptual and in process.

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

See Exhibit D conceptual site plan for reference. The site survey and all pertinent site information, evaluation and preparation including geotechnical investigation will be provided by the City.

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:
(Identify below, or in an attached exhibit, the Owner's Sustainable Objective for the Project, such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141®PDB–2024, Standard Form of Agreement Between Owner and Design-Builder for a Progressive Design-Build Project, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions, and Work related to the Owner's Sustainable Objective.)

N/A

§ 1.1.5 The Owner's building information modeling requirements for the Project, if any:
(Identify below, or in an attached exhibit, the Owner's building information modeling requirements for the Project, such as the requirement that the Design-Builder provide a model for subsequent use by the Owner or share models with the Owner's Consultants and Separate Contractors. If the parties agree upon protocols for transmission of, use of, and reliance on information or documentation in digital form, then identify and attach that document.)

N/A

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:
(Provide the Owner's total budget for the Design Services, Construction Work, related services, and reasonable contingencies, required to fulfill the Design-Builder's obligations under the Design-Build Documents following execution of the Design Build Amendment. If known, include a line-item breakdown of costs.)

\$10,500,000

§ 1.1.7 The Owner's anticipated design and construction milestones:

- .1 Design-Builder's written report under Section 4.3.3 submission date:
March 13, 2026
- .2 Design Phase milestone dates, if any:
(Include dates, such as milestones for Schematic Design, Design Development, or Construction Documents.)

Milestone Dates to be provided as part of the Design-Builder's Written Report on March 13, 2026.
- .3 Design Builder's Proposal submission date:
September 11, 2026

.4 Construction commencement date:

September 28, 2026

.5 Substantial Completion date or dates:
(Include phased completion dates, if any.)

August 27, 2027

.6 Other milestone dates:

N/A

§ 1.1.8 In the event the Owner requires the Design-Builder to retain a specific person or entity to perform a portion of the Work, such as an architect, consultant, or subcontractor, those persons or entities shall be identified below:
(List name, legal status, address and other information.)

Architect: PARTNERS in Architecture, PLC
Builder: Frank Rewold & Sons, Inc.

§ 1.1.9 Additional Owner's Criteria upon which this Agreement is based:
(Identify below, or in an attached exhibit, special characteristics or needs of the Project not identified elsewhere.)

N/A

§ 1.1.10 The Owner's requirements for the information to be furnished in the Design-Builder's staffing plan for Design Phase Services, as required under Section 4.2.8:
(List Owner-specific requirements to be included in the staffing plan.)

N/A

§ 1.1.11 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List Owner-specific requirements for subcontractor procurement.)

Open competitive trade bidding shall proactively seek to include local contractors and suppliers.

§ 1.1.12 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling, multiple bid packages, or phased construction.)

Design and construction shall be expeditious with a single bidding package. Long lead equipment items will be considered individually for accelerated bid items. The Design-Build team will work with the City to meet funding timeline requirements.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 8.1.1:
(List name, address, and other information.)

Fire Chief David Brogan

Deputy Chief Phil Hall

1999 N Beech Daly
Dearborn Heights, MI 48127
Telephone Number: 313-791-3655
Email Address: dbrogan@dearbornheightsmi.gov
Email Address: phall@dearbornheightsmi.gov

Chief of Staff Mallak Beydoun
6045 Fenton
Dearborn Heights, MI 48127
Email Address: mnbeydoun@dearbornheightsmi.gov

§ 1.2.2 The Owner will retain the following consultants and Separate Contractors:
(List name, address, and other information.)

.1 Land Surveyor:

Spalding DeDecker
905 South Blvd East
Rochester Hills, MI 48307
248-844-5400

.2 Geotechnical Engineer:

G2 Consulting Group, LLC
1775 Crooks Rd, Suite 100
Troy, MI 48084
248-680-0400

.3 Civil Engineer:

.4 Other consultants:

(List any other consultants, e.g., Cost Consultant, Scheduling Consultant, to be retained by the Owner.)

N/A

.5 Separate Contractors:

(List any Separate Contractors to be retained by the Owner.)

N/A

§ 1.2.3 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

David Gassen, AIA
65 Market Street
Mount Clemens, MI 48043
Telephone Number: 586-469-3600
Email Address: dgassen@partnersinarch.com

§ 1.2.4 In addition to those persons or entities identified in Section 1.1.8, the Design-Builder shall retain the Architect, Consultants, Subcontractors, and suppliers identified below:
(List name, discipline, address, and other information.)

Civil Engineer – Spalding DeDecker
905 South Blvd East
Rochester Hills, MI 48307
Telephone Number: 248-844-5400

Structural Engineer – Shymanski & Associates, LLC
33426 Five Mile Road
Livonia, MI 48154
Telephone Number: 734-855-4810

Mechanical Engineer – MA Engineering
180 High Oak Road
Bloomfield Hills, MI 48304
Telephone Number: 248-258-1610

Electrical Engineer – MA Engineering
180 High Oak Road
Bloomfield Hills, MI 48304
Telephone Number: 248-258-1610

Plumbing Engineer – MA Engineering
180 High Oak Road
Bloomfield Hills, MI 48304
Telephone Number: 248-258-1610

IT Designer – Metro Technology Services
44 First Street
Mount Clemens, MI 48043
Telephone Number: 586-203-8423

Frank Rewold & Sons
303 E. Third Street, Suite 300
Rochester, MI 48307
Telephone Number: 248-651-7242

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' notice to the other party.

§ 1.3 Dispute Resolution

§ 1.3.1 Initial Resolution of Claims. Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Construction Work set forth in Section 13.2.2, or arising under Sections 11.3 and 11.4, shall be:
(Check the appropriate box.)

- ☒ Subject to a Meet and Confer obligation in accordance with Section 16.2.1.
- ☐ Referred to the following Project Neutral for an initial decision in accordance with Section 16.2.2.
(Insert name, address, and contact information for Project Neutral.)

If the Owner and Design-Builder do not select a Project Neutral above, the Parties shall meet and confer as a condition precedent to mediation pursuant to Section 16.3.

§ 1.3.2 Binding Dispute Resolution. For any Claim subject to, but not resolved by, mediation pursuant to Section 16.4, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☒ Arbitration pursuant to Section 16.4
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

If the Owner and Design-Builder do not select a method of binding dispute resolution above, or do not subsequently agree in writing to a method of binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

§ 1.4 Definitions

§ 1.4.1 Architect. The Architect is a person or entity providing Design Services for the Design-Builder for all or a portion of the Work and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.2 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is designated as “confidential.”

§ 1.4.3 Consultant. A Consultant is a person or entity providing services for the Design-Builder for all or a portion of the Work and is referred to throughout the Design-Build Documents as if singular in number. If the Consultant provides professional services, the Consultant shall be lawfully licensed to provide such services, as required by the applicable jurisdiction.

§ 1.4.4 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.5 Contract Time. Contract Time is the period of time identified in the Design-Build Amendment, measured from the date for Commencement of the Construction Work, including authorized adjustments, established as the period for the Design-Builder to achieve Substantial Completion of the Work.

§ 1.4.6 Subcontractor. A Subcontractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. Each Subcontractor shall be lawfully licensed, if required in the jurisdiction where the Project is located.

§ 1.4.7 Day. The term “day” as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.8 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder (hereinafter, this Agreement), other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive. The Design-Build Documents will also include the Drawings, Specifications, other documents listed in Article B.3 of the Design-Build Amendment and Construction Documents reviewed and approved by the Owner. If anything in the other Design-Build Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.4.9 Design-Builder. The Design-Builder is the person or entity identified as such in this Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Design-Builder” means the Design-Builder or the Design-Builder’s authorized representative.

§ 1.4.10 Guaranteed Maximum Price. The Guaranteed Maximum Price is the maximum sum that the Owner is obligated to pay to Design-Builder for the Work following execution of the Design-Build Amendment, subject to additions and deductions by Change Order as provided in the Design-Build Documents. The Guaranteed Maximum Price shall include: (a) the Cost of the Work; (b) the Design-Builder’s Fee of .0125%, Builders Fee of 3.5%; (c) the Design-Builder’s contingency; and (d) the Builders cost of Insurance and Performance, Labor and Material bonds at 1.9% as set forth in Section 5.1.4. The Guaranteed Maximum Price shall include all sales, consumer, use, and similar taxes for the Work provided by the Design-Builder that are legally enacted, whether or not yet effective, at the time the Design-Build Amendment is executed. Costs which would cause the Guaranteed

Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

§ 1.4.10.1 Contract Sum. The Contract Sum is the Cost of the Work plus the Design-Builder's Fee. The Contract Sum is guaranteed by the Design-Builder not to exceed the Guaranteed Maximum Price established by the Design-Build Amendment.

§ 1.4.10.2 Cost of the Work. The Cost of the Work shall mean costs necessarily incurred by the Design-Builder in the proper performance of the Work and includes the cost of the Construction Work and compensation for Design Services to be performed after execution of the Design-Build Amendment.

§ 1.4.10.2.1 The Cost of the Work shall include only the items identified as Costs to be Reimbursed in Section 2.3.2 of this Agreement.

§ 1.4.10.2.2 Where, pursuant to the Design-Build Documents, any cost is subject to the Owner's prior approval, the Design-Builder shall obtain such approval in writing prior to incurring the cost.

§ 1.4.10.2.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 1.4.11 Work. "Work" means (a) Preconstruction Services, (b) other services required of the Design-Builder during the Design Phase, (c) Design Services performed during the Design Phase, (d) Design Services performed during the Construction Phase, and (e) Construction Work required by the Design-Build Documents.

§ 1.4.11.1 Design Services. "Design Services" are the professional services, including those services that are rendered by architects and engineers, which are required to fulfill the Design-Builder's obligations under the Design-Build Documents. Design Services do not include professional or other services necessary to support Construction Work which are provided by Subcontractors engaged by the Design-Builder.

§ 1.4.11.2 Construction Work. "Construction Work" is the construction, and services to support construction, required by the Design-Build Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Design-Builder to fulfill the Design-Builder's obligations under the Design-Build Documents.

§ 1.4.12 Early Release Work. "Early Release Work" is a limited, predetermined portion of the Project or scope of the Work that the Owner authorizes the Design-Builder to commence before the parties execute the Design-Build Amendment.

§ 1.4.13 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Subcontractors, Architect, or Consultants under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.4.14 Notice

§ 1.4.14.1 Except as otherwise provided in Section 1.4.14.2, where the Design-Build Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission as set forth below:

(Insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission. If the parties agree upon protocols for electronic transmission of notice, identify and attach that document.)

By Email - Any notice may be delivered in electronic form to using email. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party, such as a "read receipt" or automated confirmation from the email server. An electronic notice via email should including the following information: Sender Name, Title, email address. The sender must also include a phone number within the email that recipient can use to confirm validity of the electronic notice sent. The email subject line must be clear and the body must be easily understandable, highlighting the significance of the document. The electronic notice must be in a format that the recipient can store, print or download (e.g., PDF format). The recipient has a right to revoke consent for electronic delivery and request a paper copy of any document. If an electronic notice via email

fails, a physical copy must be sent via mail or tracked courier within 24 hours.

§ 1.4.14.2 Notice of Claims as provided in Section 16.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.4.15 **Owner.** The Owner is the person or entity identified as such in this Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 1.4.16 **The Project.** The Project is comprised of all design and construction, of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by Separate Contractors.

§ 1.5 The Owner and Design-Builder may rely on the Owner’s Criteria set forth in Article 1. If the Owner’s Criteria materially changes after execution of this Agreement, the Owner and the Design-Builder shall execute a Modification to adjust the Project schedule, the Design-Builder’s services, and the Design Builder’s compensation. The Owner shall adjust the Owner’s budget in Section 1.1.6 and the Owner’s anticipated design and construction milestones, as necessary, to accommodate material changes in the Owner’s Criteria.

§ 1.6 The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder’s skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Design-Builder and to make payments to the Design-Builder in accordance with the requirements of the Design-Build Documents.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Prior To Execution of Design-Build Amendment

§ 2.1.1 For the Design-Builder’s Design Phase Basic Services the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

- .1 Stipulated Sum
(Insert amount.)

\$564,000.00

- .2 Other
(Describe the method of compensation.)

§ 2.1.2

See table 4.7.1- 4.7.1.1 through 4.7.1.22, if any service is needed and implemented, service will be provided at hourly rates in Billing Policy, Exhibit E. Or per mutually agreed costs and terms.

§ 2.1.3 For Additional Services that may arise during the Design Phase, including those under Section 4.8, the Owner shall compensate the Design-Builder as follows:

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

See attached 2026 Billing Policy, Exhibit E.

§ 2.1.4 Compensation for Other Design Phase Services and Additional Services of the Design-Builder’s Architect and Consultants when not included in Sections 2.1.2 or 2.1.3, shall be the amount invoiced to the Design-Builder’s Architect or Consultant plus five percent (5%), or as follows:
(Insert amount of, or basis for computing, Design-Builder’s Architect’s and Consultants’ compensation for Other Design Phase or Additional Services.)

Or as negotiated at the time of service at a fixed not to exceed fee adjustment.

§ 2.1.5 When compensation for Design Phase Basic Services is based on a stipulated sum, the proportion of compensation for each phase of services shall be as follows:
(Modify accordingly based upon the scope of Work to be performed prior to the execution of the Design-Build Amendment.)

1. Evaluation of Owner’s Criteria, Programming and Concepts (current phase)	\$112,800
2. Schematic Design Services	\$112,800
3. Design Development Services	\$141,000
4. Construction Documents Services	\$169,200
5. Competitive Bidding & Preparation of Design-Build Amendment with GMP	\$28,200

§ 2.1.6 The hourly billing rates for services of the Design-Builder and the Design-Builder’s Architect, Consultants, and Subcontractors, if any, are set forth below. The rates shall be adjusted in accordance with the Design-Builder’s, Architect’s, Consultants’, and Subcontractors’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Billing Policy, Exhibit E.

Individual or Position	Rate
------------------------	------

§ 2.1.7 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.7.1 Reimbursable Expenses are in addition to compensation set forth in Sections 2.1.1, 2.1.2, 2.1.3, and 2.1.4 and include expenses directly related to the Project incurred by the Design-Builder and the Design-Builder’s Architect, Consultants, and Subcontractors, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Dedicated data and communication services, teleconferences, and Project web sites and cloud services;
3. Fees paid for securing approval of authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, and standard form documents;
5. Postage, handling, and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
8. All taxes levied on professional services and on reimbursable expenses; and
9. Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.7.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder’s Architect, Consultants, and Subcontractors incurred, plus five percent (5 %) of the expenses incurred.

§ 2.1.8 Payments to the Design-Builder Prior to Execution of Design-Build Amendment

§ 2.1.8.1 Unless otherwise agreed, payments for Work prior to execution of the Design-Build Amendment, including the Design Phase Basic Services, Other Design Phase Services, and Additional Services, shall be made monthly upon presentation of the Design-Builder’s invoice.

§ 2.1.8.1.1 Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.
(Insert rate of monthly or annual interest agreed upon.)

% See Billing Policy, Exhibit E

§ 2.1.8.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Payment for Early Release Work

For the Design-Builder's performance of Early Release Work, the Owner shall pay the Design-Builder in accordance with the authorization for the Early Release Work, unless otherwise agreed to by the parties.

§ 2.3 Compensation for Work Performed After Execution of Design-Build Amendment

§ 2.3.1 Guaranteed Maximum Price

§ 2.3.1.1 For the Design-Builder's performance of Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum up to the Guaranteed Maximum Price as set forth in this Section 2.3.1, in Article 10, and the Design-Build Amendment.

§ 2.3.1.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work, or other provision for determining the Design-Builder's Fee.)

.0125%

§ 2.3.1.3 The method of adjustment of the Design-Builder's Fee for changes in the Work:

Not anticipated, but if necessary, at mutually agreed amount and terms.

§ 2.3.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

10%

§ 2.3.1.5 Rental rates for Design-Builder-owned equipment shall not exceed zero percent (0 %) of the standard rental rate paid at the place of the Project.

§ 2.3.2 Costs to Be Reimbursed

§ 2.3.2.1 Labor Costs

§ 2.3.2.1.1 Wages or salaries of construction workers directly employed by the Design-Builder to perform the Construction Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 2.3.2.1.2 Wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site and performing Construction Work, with the Owner's prior approval.

§ 2.3.2.1.2.1 Wages or salaries of the Design-Builder's supervisory and administrative personnel when performing Construction Work and stationed at a location other than the site, but only for that portion of time required for the Construction Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Construction Work.)

TBD, note project cost will not exceed \$10,500,000.

§ 2.3.2.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Construction Work, but only for that portion of their time required for the Construction Work.

§ 2.3.2.1.4 Costs paid or incurred by the Design-Builder, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits, and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under

Section 2.3.2.1.

§ 2.3.2.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Subcontractor, or supplier, with the Owner's prior approval.

§ 2.3.2.1.6 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 2.3.2.2 **Consultant and Subcontract Costs.** Payments made by the Design-Builder to the Architect, Consultants, Subcontractors, and suppliers in accordance with the requirements of their subcontracts or similar agreements.

§ 2.3.2.3 **Costs of Materials and Equipment Incorporated in the Completed Construction**

§ 2.3.2.3.1 Costs, including transportation and storage at the site, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 2.3.2.3.2 Costs of materials described in the preceding Section 2.3.2.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Construction Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 2.3.2.4 **Costs of Other Materials and Equipment, Temporary Facilities, and Related Items**

§ 2.3.2.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and costs of hand tools not customarily owned by construction workers that are provided by the Design-Builder at the Project site and fully consumed in the performance of the Construction Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ 2.3.2.4.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the Project site, and costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Design-Builder, or a related party as defined in Section 2.3.2.7, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 2.3.2.4.3 Costs of removal of debris from the site of the Construction Work and its proper and legal disposal.

§ 2.3.2.4.4 Costs of the Design-Builder's site office, including general office equipment and supplies.

§ 2.3.2.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ 2.3.2.5 **Miscellaneous Costs**

§ 2.3.2.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to this Agreement.

§ 2.3.2.5.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Design-Build Documents, with the Owner's prior approval.

§ 2.3.2.5.1.2 Costs for insurance through a captive insurer owned or controlled by the Design-Builder, with the Owner's prior approval.

§ 2.3.2.5.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Design-Builder is liable.

§ 2.3.2.5.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Design-Builder is required by the Design-Build Documents to pay.

§ 2.3.2.5.4 Fees of laboratories for tests required by the Design-Build Documents; except those related to defective or nonconforming Construction Work for which reimbursement is excluded under Article 17 of this Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section 2.3.2.6.3.

§ 2.3.2.5.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Design-Build Documents.

§ 2.3.2.5.5.1 The cost of defending suits or claims for infringement of patent rights arising from Owner-imposed requirements in the Design-Build Documents, payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Design-Builder had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Design-Builder failed to promptly furnish such information to the Owner as required by Article 3. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Design-Builder's Fee or subject to the Guaranteed Maximum Price.

§ 2.3.2.5.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 2.3.2.5.7 Costs of document reproductions and delivery charges.

§ 2.3.2.5.8 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ 2.3.2.5.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 2.3.2.5.10 Expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation and temporary living allowances of the Design-Builder's personnel required for the Work, with the Owner's prior approval.

§ 2.3.2.5.11 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 2.3.2.6 Other Costs and Emergencies

§ 2.3.2.6.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 2.3.2.6.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 11.

§ 2.3.2.6.3 Costs of repairing or correcting damaged or nonconforming Construction Work executed by the Design-Builder, Subcontractors, Sub-Subcontractors, or suppliers, provided that such damaged or nonconforming Construction Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Design-Builder, and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Subcontractors, suppliers, or others.

§ 2.3.2.6.4 Costs of implementation of, and compliance with, protective safeguards that may be required under Design-Builder's or Owner's builder's risk policy.

§ 2.3.2.7 Related Party Transactions

§ 2.3.2.7.1 For purposes of this Section 2.3.2.7, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Design-Builder; (2) any entity in which any stockholder in, or management employee of, the Design-Builder holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Design-Builder; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Design-Builder.

§ 2.3.2.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods, or services from the related party, as a Subcontractor, according to the terms of Section 6.8. If the Owner fails to authorize the transaction in writing, the Design-Builder shall procure the Work, equipment, goods, or services from some person or entity other than a related party according to the terms of Section 6.8.

§ 2.3.3 Costs Not to Be Reimbursed

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section 2.3.2.1 or as may be provided elsewhere in this Agreement;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Design-Builder or paid to any Subcontractor, Sub-Subcontractor, or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Design-Builder's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Section 2.3.2;
- .5 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .6 Except as provided in Section 2.3.2.6.3 of this Amendment, costs due to the negligence of, or failure to fulfill a specific responsibility of this Agreement by, the Design-Builder, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Section 2.3.2; and
- .8 Costs, other than costs included in Modifications approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ 2.3.4 Discounts, Rebates, and Refunds

§ 2.3.4.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ 2.3.4.2 Amounts that accrue to the Owner in accordance with Section 2.3.4.1 shall be credited to the Owner as an adjustment to the GMP Contingency.

§ 2.3.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the Cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor invoices, purchase orders, vouchers, memoranda, and other data relating to this Agreement. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who shall have express authority to bind the Design-Builder with respect to all matters under this Agreement.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of its obligations to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections, or approvals of the Owner.

§ 3.1.4 If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and the costs attributable to correction shall not be a Cost of the Work.

§ 3.1.4.1 Neither the Design-Builder nor any Subcontractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon confirmation by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification.

§ 3.1.5 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Subcontractors, and their agents and employees, and any other persons or entities performing portions of the Work for, or on behalf of, the Design-Builder.

§ 3.1.6 The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.7 The Design-Builder shall furnish the services of Architects, Consultants, Subcontractors, and suppliers identified in Article 1 or otherwise required to fulfill its obligations under the Design-Build Documents. The Owner understands and agrees that the services of such parties are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder. When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified and licensed professionals.

§ 3.1.8 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of authorities having jurisdiction over the Project.

§ 3.1.9 Progress Reports

§ 3.1.9.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Requests for information to be provided by the Owner, including those that are outstanding;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of submissions and approvals required by authorities having jurisdiction over the Project;
- .10 Status of Claims previously submitted in accordance with Article 16;
- .11 Cumulative total of (a) Basic Design Phase Services, Other Design Phase Services, Additional Design Phase Services, and Reimbursable Expenses performed prior to execution of the Design-Build Amendment, (b) Contract Sum, and (c) balance of the contingency, to date;
- .12 Current Project cash-flow and forecast reports;
- .13 A cost summary, comparing actual costs to updated cost estimates; and
- .14 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.10 Design-Builder's Schedule

§ 3.1.10.1 The Design-Builder, as part of the Design-Builder's evaluation of the Owner's Criteria, shall prepare and submit for the Owner's acceptance a Project schedule, which shall provide for expeditious and practicable execution of the Work. The Project schedule shall (1) include the time required for design and construction, (2)

not exceed time limits set forth under the Design-Build Documents, (3) be revised at appropriate intervals as required by the conditions of the Work and the Design-Build Documents, (4) include allowances for periods of time required for the Owner's review, and (5) include allowances for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.10.2 The Design-Builder shall perform the Work in general accordance with the most recent Project schedule accepted by the Owner.

§ 3.1.11 Standard of Care

The Design-Builder shall perform (a) the Preconstruction Services, (b) other services required of the Design-Builder during the Design Phase, and (c) Design Services performed during the Design Phase and Construction Phase consistent with the degree of skill and care ordinarily provided by Design-Builders performing the same services in the same or similar locality under the same or similar circumstances.

§ 3.1.12 Warranty

The Design-Builder warrants to the Owner that the Construction Work furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Design-Builder further warrants that the Construction Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in their quality or otherwise expressly permitted by the Design-Build Documents. Construction Work not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the materials, equipment, or construction not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees for designs, processes, or products, required by the Design-Build Documents.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its Separate Contractors and consultants harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are contained in the Owner's Criteria. However, if an infringement of a copyright or patent is discovered by, or made known to, the Design-Builder, the Design-Builder shall be responsible for the loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 The Design Builder agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors, employees and others for whom the Design Builder is legally liable (collectively, Owner) against all damages or liabilities, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Design-Builder's obligation to indemnify and hold the Owner, the Owner's consultants, and agents and employees of any of them, harmless does not include a duty to defend.

§ 3.1.14.2 In claims against any person or entity indemnified under this Section 3.1.14 by an employee of the Design-Builder, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Design-Builder or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Sections 15.1.4 or 15.2.2 and only for those agreements that the Owner accepts by notifying the Design-Builder and the Architect, Consultants, and Subcontractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the

Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 **Design-Builder's Insurance and Bonds.** The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Article 12 and AIA Document A141®PDB-2024, Standard Form of Agreement Between Owner and Design-Builder for a Progressive Design-Build Project, Exhibit A, Insurance and Bonds.

ARTICLE 4 DESIGN PHASE

§ 4.1 Design-Builder's Design Phase Basic Services

The Design-Builder's Design Phase Basic Services consist of the Preconstruction Services, Evaluation of Owner's Criteria, Schematic Design Services, Design Development Services, and Construction Documents Services described in this Article 4.

§ 4.2 Preconstruction Services

§ 4.2.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.2.2 The Design-Builder shall advise and make recommendations to the Owner on proposed site use and improvements, selection of materials, building systems and equipment, and temporary Project facilities. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation, and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2.3 The Design-Builder shall schedule and conduct meetings with the Owner, Architect, Consultants, and Subcontractors, as necessary, to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 4.2.4 In accordance with Section 1.1.5, the Design-Builder shall coordinate with the Owner in establishing building information modeling and digital data protocols for the Project governing the development, use, transmission, and exchange of, and reliance on, digital data.

§ 4.2.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its subcontractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 4.2.5 The Design-Builder shall provide recommendations to the Owner with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction, taking into consideration cost reductions, cost information, constructability, provisions for temporary facilities, procurement, and construction scheduling issues.

§ 4.2.6 The Design-Builder shall, with the Owner, consider the value of alternative materials, building systems, and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Guaranteed Maximum Price as provided by the Owner in accordance with Section 8.2.2.

§ 4.2.7 As the Design-Builder progresses with the preparation of the Schematic Design, Design Development, and Construction Documents, the Design-Builder shall consult with the Owner and make recommendations regarding

constructability and schedules, for the Owner's review and approval.

§ 4.2.8 The Design-Builder shall provide a staffing plan for Design Phase services for the Owner's review and approval.

§ 4.2.9 If the Owner identified a Sustainable Objective in Article 1, the Design-Builder shall fulfill its Design Phase responsibilities as required in AIA Document A141PDB–2024 Exhibit C, if any, attached to this Agreement.

§ 4.2.10 The Owner shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Design-Builder.

§ 4.2.11 Cost Estimating

§ 4.2.11.1 Based on the Design-Builder's evaluation of the Owner's Criteria, the Design-Builder shall prepare, for the Owner's review and approval, a preliminary estimate of the Guaranteed Maximum Price. If the Design-Builder recommends alternatives to the Owner's Criteria, the Design-Builder shall provide cost evaluations of those alternatives.

§ 4.2.11.2 As the Design-Builder progresses with the preparation of the Schematic Design, Design Development, and Construction Documents, the Design-Builder shall prepare and update, at appropriate intervals agreed to by the Owner and Design-Builder, an estimate of the Guaranteed Maximum Price with increasing detail and refinement. The estimates shall include costs to account for the further development of the design, price escalation, and market conditions, until such time as the parties agree on a Guaranteed Maximum Price. The estimates shall be provided for the Owner's review and approval.

§ 4.2.11.3 If, prior to the conclusion of the Design Development Phase, the Design-Builder's estimate of the Guaranteed Maximum Price exceeds the Owner's budget for the Guaranteed Maximum Price, the Design-Builder shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Guaranteed Maximum Price.

§ 4.2.11.4 If the Design-Builder's estimate of the Guaranteed Maximum Price at the conclusion of the Design Development Phase exceeds the Owner's budget for the Guaranteed Maximum Price, the Owner shall:

- .1 Give written approval of an increase in the budget for the Guaranteed Maximum Price;
- .2 Terminate in accordance with Section 15.1.5;
- .3 In consultation with the Design-Builder, revise the Project program, scope, quality, or other Owner Criteria as required to reduce the Guaranteed Maximum Price; or
- .4 Implement any other mutually acceptable alternative.

§ 4.2.11.5 If the Owner chooses to proceed under Section 4.2.11.4.3, the Design-Builder, without additional compensation, shall incorporate the revisions in the Construction Documents Services as necessary to comply with the Owner's budget for the Guaranteed Maximum Price at the conclusion of the Design Development Services, or the budget as adjusted under Section 4.2.11.4.1. The Design-Builder's revisions in the Construction Documents Services shall be the limit of the Design-Builder's responsibility under this Section 4.2.11.

§ 4.2.11.6 After incorporation of revisions under Section 4.2.11.5, the Design-Builder shall, as an Additional Service, make required revisions to the Drawings, Specifications or other documents necessitated by the Design-Builder's subsequent cost estimates or the Design-Builder's Proposal that exceed the Owner's budget for the Guaranteed Maximum Price, except when the excess is due to changes initiated by the Design-Builder in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

§ 4.2.11.7 The Design-Builder does not warrant or guarantee estimates and schedules except as may be included as part of the Design Build Amendment.

§ 4.2.12 Subcontractors and Suppliers

§ 4.2.12.1 The Design-Builder shall provide a contracting plan for subcontractor, consultant, and supplier procurement, addressing the Owner's requirements in Section 1.1.12, for the Owner's review and approval.

§ 4.2.12.2 The Design-Builder shall develop subcontractor and supplier bidders' interest in the Project.

§ 4.2.12.3 The processes described in Section 6.8 shall apply for Early Release Work.

§ 4.2.13 Early Release Work

§ 4.2.13.1 The Design-Builder shall prepare, for the Owner's review and acceptance, a procurement proposal for Early Release Work which includes (a) portions of the Design Services or Construction Work that will be issued for procurement and construction in advance of the Design-Build Amendment, and (b) materials or equipment that must be procured prior to execution of the Design-Build Amendment.

§ 4.2.13.2 If the Owner accepts the Design-Builder's procurement proposal for Early Release Work, the Design-Builder shall prepare, for the Owner's review and acceptance, an authorization to proceed with Early Release Work describing the scope, schedule for performance, compensation, payments, retainage, insurance and bonds, and other terms and conditions applicable to procurement and performance of the Early Release Work. The Design-Builder has no obligation to commence procurement and performance of Early Release Work until the Owner and Design-Builder execute such authorization.

§ 4.2.13.3 Following execution of the authorization, the Design-Builder shall expedite and coordinate the procurement and performance of Early Release Work in accordance with this Agreement and such authorization. Following execution of the Design-Build Amendment, compensation for the Early Release Work shall be included in the Guaranteed Maximum Price and the time for performing the Early Release Work shall be included in the Contract Time.

§ 4.2.13.4 Early Procurement of Materials or Equipment by Owner

§ 4.2.13.4.1 If the Owner agrees to procure any materials or equipment prior to execution of the Design-Build Amendment, the Owner shall procure the materials or equipment on terms and conditions acceptable to the Design-Builder. After execution of the Design-Build Amendment, the Owner shall assign all contracts for these materials or equipment to the Design-Builder and the Design-Builder shall thereafter accept responsibility for them.

§ 4.2.14 Other Design-Builder Preconstruction Services

Insert a description of other Preconstruction services to be provided by the Design-Builder, or reference an exhibit attached to this document.

(Describe any other Preconstruction services, such as providing cash flow projections, development of a project information management system, etc.)

N/A

§ 4.3 Evaluation of the Owner's Criteria

§ 4.3.1 The Design-Builder shall visit the Project site to become generally familiar with local conditions under which the Work is to be performed.

§ 4.3.2 The Design-Builder shall schedule and conduct meetings with the Owner and other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1.

§ 4.3.3 In accordance with Section 1.1.7.1, the Design-Builder shall prepare and submit a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall include:

- .1 A description of local conditions under which the Work is to be performed, including conditions that may affect performance of the Work;
- .2 Illustrations depicting the scale and relationship of the Project components, including possible alternative approaches to design and construction of the Project;
- .3 Allocations of program functions, detailing each function and their square foot areas, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's program functions;
- .4 Recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction;
- .5 A preliminary estimate of the Guaranteed Maximum Price, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget for the Work;
- .6 A preliminary estimate of the compensation for Design Services to be performed after execution of the Design Build Amendment;
- .7 An evaluation of the compliance of the Owner's Criteria with applicable laws, statutes, ordinances,

- codes, rules and regulations, or lawful orders of public authorities, and, if necessary, recommendations to adjust the Owner's Criteria to conform with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities;
- .8 A Project schedule, which shall include proposed dates for (i) design milestones; (ii) receiving additional information from, or for work to be completed by, the Owner; (iii) submission of the Design-Builder's Proposal; (iv) the Owner's review and approval of Design Phase submissions; and, (v) review and approval of submissions by authorities having jurisdiction;
- .9 If necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's schedule;
- .10 The following:
(List additional information, if any, to be included in the Design-Builder's written report.)

N/A

§ 4.3.4 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Schematic Design as described in Section 4.4.

§ 4.3.5 If the Owner's consent granted pursuant to Section 4.3.4 includes any changes to the Owner's Criteria, then the Owner and the Design-Builder shall execute a Modification pursuant to Article 7.

§ 4.4 Schematic Design Services

§ 4.4.1 Based on the Owner's approval of the Design-Builder's written report, the Design-Builder shall prepare Schematic Design Documents for the Owner's review and approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections, and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 4.4.2 The Design-Builder shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's Criteria and the Owner's budget for the Guaranteed Maximum Price. The Owner may obtain more advanced sustainable design services as Other Design Phase Services under Section 4.7.

§ 4.4.3 The Design-Builder shall submit the Schematic Design Documents to the Owner for review and approval. The Design-Builder and Architect shall meet with the Owner to review the Schematic Design Documents.

§ 4.4.4 Upon receipt of the Owner's review comments and the Design-Builder's delivery of its estimate of the Guaranteed Maximum Price at the conclusion of the Schematic Design Services, the Design-Builder shall take action under Section 4.2.11.3, if necessary, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required at the conclusion of the Schematic Design Services, the Design-Builder shall incorporate the required revisions as Design Development Services.

§ 4.5 Design Development Services

§ 4.5.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of adjustments in the Owner's Criteria and the Owner's budget for the Guaranteed Maximum Price, the Design-Builder shall prepare Design Development Documents for the Owner's review and approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents, and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 4.5.2 The Design-Builder shall submit the Design Development Documents to the Owner for review and approval. The Design-Builder and Architect shall meet with the Owner to review the Design Development Documents.

§ 4.5.3 Upon receipt of the Owner's review comments and the Design-Builder's delivery of its estimate of the Guaranteed Maximum Price at the conclusion of the Design Development Services, the Design-Builder shall take action as required under Section 4.2.11.4, if necessary, and request the Owner's approval of the Design

Development Documents. If revisions to the Design Development Documents are required at the conclusion of the Design Development Services, the Design-Builder shall incorporate the required revisions as Construction Documents Services.

§ 4.6 Construction Documents Services

§ 4.6.1 Based on the Owner’s approval of the Design Development Documents, and on the Owner’s authorization of any adjustments in the Owner’s Criteria and the Owner’s budget for the Guaranteed Maximum Price, the Design-Builder shall prepare Construction Documents for the Owner’s review and approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the Construction Work. The Construction Documents shall incorporate, or be updated to incorporate, agreed upon clarifications and assumptions, if any, from the Design-Builder’s Proposal, which are incorporated into the Design-Build Amendment. The Owner and Design-Builder acknowledge that, in order to perform the Construction Work, the Design-Builder will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Owner shall review in accordance with Section 6.3.

§ 4.6.2 The Design-Builder shall incorporate the requirements of authorities having jurisdiction over the Project into the Construction Documents.

§ 4.6.3 The Design-Builder shall submit the Construction Documents to the Owner for review and approval. The Design-Builder and the Architect shall meet with the Owner to review the Construction Documents.

§ 4.6.4 Upon receipt of the Owner’s review comments, the Design-Builder shall revise the Construction Documents and request the Owner’s approval of the Construction Documents. The Construction Documents shall become part of the Design-Build Documents upon the Owner’s review and approval of the Construction Documents.

§ 4.6.4.1 If the Design-Build Amendment has not been executed prior to completion of the Construction Documents Services, the Design-Builder shall provide an estimate of the Guaranteed Maximum Price to the Owner and take such action as required under Section 4.2.11.5 and request the Owner’s approval of the Construction Documents.

§ 4.7 Other Design Phase Services

§ 4.7.1 The Design-Builder shall provide the Other Design Phase Services listed below only if specifically designated in the table below as the Design-Builder’s responsibility, and the Owner shall compensate the Design-Builder as provided in Section 2.1.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Design-Builder is designated, the parties agree that the Other Design Phase Service listed below is not being provided for the Project.

(Designate the Design-Builder’s Other Design Phase Services and the Owner’s Other Design Phase Services required for the Project by indicating whether the Design-Builder or Owner shall be responsible for providing the identified Service. Insert a description of the Other Design Phase Services in Section 4.7.2 below or attach the description of services as an exhibit to this Agreement.)

Other Design Phase Services		Responsibility <i>(Design-Builder or Owner)</i>
§ 4.7.1.1	Assistance with selection of subcontractors	Design-Builder / Basic Service
§ 4.7.1.2	Programming	Design-Builder / Basic Service
§ 4.7.1.3	Multiple preliminary designs	Design-Builder / Basic Service
§ 4.7.1.4	Measured drawings	N/A
§ 4.7.1.5	Existing facilities surveys	N/A
§ 4.7.1.6	Site evaluation and planning	Design-Builder / Basic Service
§ 4.7.1.7	Development of Building Information Models for post construction use	Design-Builder
§ 4.7.1.8	Landscape design	Design-Builder / Basic Service

§ 4.7.1.9	Architectural interior design	Design-Builder / Basic Service
§ 4.7.1.10	Post-occupancy evaluation	Design-Builder
§ 4.7.1.11	Facility support services	Owner
§ 4.7.1.12	Tenant-related services	N/A
§ 4.7.1.13	Design-Builder's coordination of the Owner's consultants	Design-Builder / Basic Service
§ 4.7.1.14	Telecommunications/data design	Design Builder / Owner
§ 4.7.1.15	Security evaluation and planning	Design-Builder
§ 4.7.1.16	Commissioning	Design-Builder
§ 4.7.1.17	Sustainable Project Services pursuant to Section 4.7.3	N/A
§ 4.7.1.18	Historic preservation	N/A
§ 4.7.1.19	Civil engineering	Design-Builder / Basic Service
§ 4.7.1.20	Furniture, furnishings, and equipment design	Design-Builder / Basic Service
§ 4.7.1.21	Other services provided by specialty consultants	Design-Builder
§ 4.7.1.22	Other Design Phase Services	Design-Builder

§ 4.7.2 Description of Other Design Phase Services

§ 4.7.2.1 A description of each Service identified in Section 4.7.1 as the Design-Builder's responsibility is provided below.

(Describe in detail the Design-Builder's Other Design Phase Services identified in Section 4.7.1 or, if set forth in an exhibit, identify the exhibit.)

Should the need for other design services arise, scope, time and costs will be reviewed with the Owner for mutual agreement prior to proceeding with any work.

§ 4.7.2.2 A description of each Other Design Phase Service identified in Section 4.7.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Other Design Phase Services identified in Section 4.7.1 or, if set forth in an exhibit, identify the exhibit.)

Support services are any facility or site routine care required to operate the facility, such as lawn and landscape services, cleaning, building and equipment maintenance checks and other such ownership responsibilities.

Telecommunications/data design are jointly listed with the Design-Builder responsible for working with City and Department Staff and Vendors to design and document: Structured Cabling Including Cat6 (copper) cabling and backbone (fiber) cabling and IT Cabinets/Racks, Surveillance System, Access Control System and AV Systems for conference rooms and multimedia. The City will be responsible for all new and relocated equipment and its design / selection management and procurement including: all computing and communications (radio & phone) equipment / systems, network switches, wireless access points and building altering system.

§ 4.7.3 If the Owner identified a Sustainable Objective in Article 1, the Design-Builder shall provide, as an Other Design Phase Service, the Sustainability Services required in AIA Document A141PDB-2024 Exhibit C, attached to this Agreement. The Owner shall compensate the Design-Builder as provided in Section 2.1.2.

§ 4.8 Design Phase Additional Services

The Design-Builder may provide Additional Services after execution of this Agreement without invalidating this Agreement. Except for services required due to the fault of the Design-Builder, any Additional Services provided in accordance with this Section 4.8 shall entitle the Design-Builder to compensation pursuant to Section 2.1.3 and an appropriate adjustment in the Design-Builder's schedule.

§ 4.8.1 Upon recognizing the need to perform the following Additional Services, the Design-Builder shall notify

the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Design-Builder shall not proceed to provide the following Additional Services until the Design-Builder receives the Owner's written authorization:

- .1 Services necessitated by a change in the Owner's Criteria, previous instructions or recommendations given by the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Guaranteed Maximum Price;
- .2 Making revisions in Drawings, Specifications, or other documents as required pursuant to Section 4.2.11.6, when such revisions are required because the Design-Builder's estimate of the Guaranteed Maximum Price or the Design-Builder's Proposal exceeds the Owner's budget for the Guaranteed Maximum Price, except where such excess is due to changes initiated by the Design-Builder in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or Separate Contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and Separate Contractors, or to other Owner-authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .8 Preparation for, and attendance at, a public presentation, meeting, or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Design-Builder is party thereto;
- .10 Consultation concerning replacement of Construction Work resulting from fire or other cause during construction;
- .11 Assistance to the Project Neutral, if any; and
- .12 Additional preconstruction services of the Design-Builder in excess of those identified in this Article 4.

§ 4.9 Owner's Design Phase Responsibilities. The Owner shall coordinate the design activities of the Owner's own forces and consultants, and of each Separate Contractor, with the Design Services of the Design-Builder, who shall cooperate with them.

ARTICLE 5 DESIGN-BUILDER'S PROPOSAL AND DESIGN-BUILD AMENDMENT

§ 5.1 Design-Builder's Proposal

§ 5.1.1 At a time to be mutually agreed upon by the Owner and the Design-Builder, but no earlier than the conclusion of the Design Development Services, the Design-Builder shall prepare the Design-Builder's Proposal for the Owner's review and acceptance.

§ 5.1.2 To the extent that the Design-Build Documents are anticipated to require further development, the Guaranteed Maximum Price in the Design-Builder's proposal shall include the costs attributable to such further development consistent with the Design-Build Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 5.1.3 The Design-Builder shall include with the Design-Builder's Proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto;
- .2 A list of all Submittals that will be submitted to the Owner in accordance with Section 6.3.5;
- .3 A list of the clarifications and assumptions made by the Design-Builder in the preparation of the Design-Builder's Proposal, including assumptions under Section 5.1.2;
- .4 A statement of the proposed Guaranteed Maximum Price;
- .5 The Design-Builder's Project schedule for the Work, showing the anticipated date of Substantial Completion upon which the Design-Builder's Proposal is based;

- .6 A list of the Design-Builder's key personnel, Subcontractors, and suppliers; and
- .7 A date by which the Owner must accept the Design-Builder's Proposal.

§ 5.1.4 In preparing the Design-Builder's Proposal, the Design-Builder shall include a contingency for the Design-Builder's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 5.1.5 The Design-Builder shall meet with the Owner to review the Design-Builder's Proposal. In the event that the Owner discovers any inconsistencies or inaccuracies in the information presented, the Owner shall promptly notify the Design-Builder, who shall make appropriate adjustments to the Design-Builder's Proposal, its basis, or both.

§ 5.2 Design-Build Amendment

§ 5.2.1 If the Owner and Design-Builder agree on the Design-Builder's Proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the Guaranteed Maximum Price with the information and assumptions upon which it is based, the Contract Time, and the terms of their agreement.

§ 5.2.2 The Design-Builder shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Design-Build Amendment unless the Owner provides prior written authorization for such costs.

§ 5.2.3 Any agreement to commence Early Release Work shall not waive the Owner's right to reject the Design-Builder's Proposal.

ARTICLE 6 CONSTRUCTION PHASE

§ 6.1 **Commencement of the Construction Work.** Except for any Early Release Work described in Section 4.2.13, the date of commencement of the Construction Work shall be the date identified in the Design-Build Amendment.

§ 6.2 **Supervision.** The Design-Builder shall supervise and direct the Construction Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Construction Work under this Agreement, unless the Design-Build Documents provide other specific instructions concerning these matters.

§ 6.3 Submittals

§ 6.3.1 Submittals consist of Shop Drawings, Product Data, and Samples.

- .1 **Shop Drawings.** Shop Drawings are drawings, diagrams, schedules, calculations, and other data specially prepared for the Construction Work by the Design-Builder or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Construction Work.
- .2 **Product Data.** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Design-Builder to illustrate materials or equipment for some portion of the Construction Work.
- .3 **Samples.** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Construction Work will be judged.

§ 6.3.2 Submittals are not Design-Build Documents. Their purpose is to demonstrate how the Design-Builder proposes to conform to the information given and the design concept expressed in the Design-Build Documents for those portions of the Construction Work for which the Design-Build Documents require submittals. Review by the Owner is subject to the limitations of Section 6.3.6.1. Informational submittals upon which the Owner is not expected to take responsive action may be so identified in the Design-Build Documents. Submittals that are not required by the Design-Build Documents may be returned by the Owner without action.

§ 6.3.3 **Submittal Schedule.** If the Design-Build Documents require the Design-Builder to submit Submittals to the Owner during performance of the Construction Work, the Design-Builder, prior to submitting any submittals, and thereafter as necessary to maintain a current submittal schedule, shall provide a submittal schedule for the Owner's approval. The Owner's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Design-Builder's construction schedule, and (2) allow the Owner reasonable time

to review submittals. If the Design-Builder fails to submit a submittal schedule or fails to provide submittals in accordance with the approved submittal schedule, the Design-Builder shall not be entitled to any increase in the Guaranteed Maximum Price or extension of Contract Time based on the time required for review of submittals.

§ 6.3.4 Documents and Submittals at the Site

The Design-Builder shall make available at the Project site the Design-Build Documents, including Change Orders, Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during performance of Construction Work, and the approved Submittals. These shall be in electronic form or paper copy, available to the Owner, and delivered to the Owner upon completion of the Work as a record of the Construction Work as constructed.

§ 6.3.5 Design-Builder's Submittal Responsibilities

§ 6.3.5.1 The Design-Builder shall review for compliance with the Design-Build Documents, approve, and submit to the Owner, Submittals required by the Design-Build Documents, in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Construction Work or in the activities of the Owner or of Separate Contractors.

§ 6.3.5.2 By submitting Submittals, the Design-Builder represents to the Owner that the Design-Builder has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Construction Work and of the Design-Build Documents.

§ 6.3.5.3 The Design-Builder shall perform no portion of the Construction Work for which the Design-Build Documents require submittal and review of Submittals, until the respective submittal has been approved by the Owner.

§ 6.3.5.4 The Construction Work shall be in accordance with approved submittals except that the Design-Builder shall not be relieved of responsibility for deviations from the requirements of the Design-Build Documents by the Owner's approval of Submittals, unless the Design-Builder has specifically notified the Owner of such deviation at the time of submittal and (1) the Owner has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Change Directive has been issued authorizing the deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval thereof.

§ 6.3.5.5 The Design-Builder shall direct specific attention, in writing or on resubmitted Submittals, to revisions other than those requested by the Owner on previous submittals. In the absence of such notice, the Owner's approval of a resubmission shall not apply to such revisions.

§ 6.3.6 Owner's Submittal Responsibilities

§ 6.3.6.1 The Owner will review, approve, or take other appropriate action upon, the Design-Builder's Submittals, but only for the limited purpose of checking for conformance with the information and design concept expressed in the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's review of the Design-Builder's Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.3, 3.1.11, and 6.3.5. The Owner's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 6.3.6.2 Upon review of the submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 6.3.6.3 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

(List name, address, and other information.)

§ 6.4 Services Necessary to Support Construction Work

§ 6.4.1 The Design-Builder shall provide the services required to complete the Construction Work including services required to carry out the Design-Builder's responsibilities for construction means, methods, techniques, sequences, and procedures. The Design-Builder shall perform such services in compliance with applicable law.

§ 6.4.2 If the Design-Build Documents require services, certifications, or approvals by a licensed design professional during Construction, the drawings, calculations, specifications, certifications, Shop Drawings, and other Submittals prepared under the Design-Build Documents shall be signed and sealed by such design professional.

§ 6.4.2.1 The Owner shall be entitled to rely upon the services, certifications, and approvals provided by such design professionals under Section 6.4.2. The Owner shall provide prompt notice to the Design-Builder if the Owner observes or otherwise becomes aware of any errors, omissions, or inconsistencies in such services or information. The Owner is not required to ascertain that the services, certifications, and approvals performed or provided by the Design-Builder or the licensed design professional in connection with the Construction Work are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Owner shall promptly report to the Design-Builder any nonconformity discovered by, or made known to, the Owner.

§ 6.5 Labor and Materials

§ 6.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Construction Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the construction.

§ 6.5.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only with the consent of the Owner and in accordance with a Change Order or Change Directive.

§ 6.5.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Construction Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 6.6 Permits, Fees, Notices and Compliance with Laws

§ 6.6.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Construction Work and Substantial Completion of the Project.

§ 6.6.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Construction Work.

§ 6.6.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, the Guaranteed Maximum Price or Contract Time, or both, shall be equitably adjusted. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder, stating the reasons. If the Design-Builder disputes the Owner's determination, the Design-Builder may submit a Claim as provided in Article 16.

§ 6.6.4 If, in the course of the Construction Work, the Design-Builder encounters human remains, or recognizes

the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Guaranteed Maximum Price and Contract Time arising from the existence of such remains or features may be made as provided in Article 16.

§ 6.7 Allowances

§ 6.7.1 The Design-Builder shall include in the Guaranteed Maximum Price all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 6.7.2 Unless otherwise provided in the Design-Build Documents,

- .1** allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2** the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance items, shall be included in the Guaranteed Maximum Price but not in the allowances; and
- .3** whenever costs are more than or less than allowances, the Guaranteed Maximum Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 6.7.2.1 and (2) changes in Design-Builder's costs under Section 6.7.2.2.

§ 6.7.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 6.8 Subcontracts and Other Agreements

§ 6.8.1 Those portions of the Construction Work that the Design-Builder does not customarily perform with the Design-Builder's own personnel shall be performed under subcontracts or other appropriate agreements with the Design-Builder. The Owner may designate specific persons from whom, or entities from which, the Design-Builder shall obtain bids. The Design-Builder shall obtain bids from subcontractors, and from suppliers of materials or equipment fabricated especially for the Construction Work, who are qualified to perform that portion of the Construction Work in accordance with the requirements of the Design-Build Documents. The Design-Builder shall deliver such bids to the Owner with an indication as to which bids the Design-Builder intends to accept. The Owner then has the right to review the Design-Builder's list of proposed subcontractors and suppliers and, subject to Section 6.8.1.1, to object to any subcontractor or supplier. Any approval or objection by the Owner shall not relieve the Design-Builder of its responsibility to perform the Construction Work in accordance with the Design-Build Documents. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has reasonable objection.

§ 6.8.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Construction Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 6.8.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Design-Builder shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Design-Builder in Article 10.

§ 6.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not

unreasonably encumber the site with materials or equipment.

§ 6.10 Cutting and Patching

The Design-Builder shall not cut, patch, or otherwise alter fully or partially completed construction by the Owner or a Separate Contractor except with written consent of the Owner and Separate Contractor. Consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold, from the Owner or Separate Contractor, its consent to cutting or otherwise altering the Construction Work.

§ 6.11 Cleaning Up

§ 6.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Construction Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 6.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so, and the Owner shall be entitled to reimbursement from the Design-Builder.

§ 6.12 Access to Construction Work

The Design-Builder shall provide the Owner and its Separate Contractors and consultants with access to the Construction Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its Separate Contractors and consultants, shall comply with while at the site.

§ 6.13 Construction Work by Owner or by Separate Contractors

§ 6.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.13.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under provisions substantially similar to those of this Agreement. The Owner will identify in the Design-Build Amendment the extent of construction or operations related to the Project that will be performed by Separate Contractors and will notify the Design-Builder promptly after execution of any agreement with a Separate Contractor.

§ 6.13.1.2 The Owner shall coordinate the activities of the Owner's own forces, and of each Separate Contractor, with the Construction Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate in a joint review of the construction schedules of the Owner and any Separate Contractors and after mutual agreement the Design-Builder shall revise its construction schedule. The construction schedules shall then constitute the schedules to be used by the Design-Builder, Separate Contractors, and the Owner until subsequently revised.

§ 6.13.1.3 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Design-Builder has under the Contract.

§ 6.14 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

§ 6.15 Mutual Responsibility

§ 6.15.1 The Design-Builder shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 6.15.2 If part of the Design-Builder's Construction Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Design-Builder shall, prior to proceeding with that portion of the Construction Work, promptly notify the Owner of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Design-Builder's Construction Work. Failure of the Design-Builder to notify the

Owner of apparent discrepancies or defects prior to proceeding with the Construction Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction or operations is fit and proper to receive the Design-Builder's Construction Work. The Design-Builder shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.15.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Design-Builder's delays, improperly timed activities, or defective Construction Work. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Construction Work or defective Construction Work.

§ 6.15.4 The Design-Builder shall promptly remedy damage that the Design-Builder causes to completed or partially completed Construction Work or to property of the Owner or Separate Contractors as provided in Section 11.2.5.

§ 6.15.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching the Construction Work as the Design-Builder has with respect to the Construction Work of the Owner or Separate Contractors in Section 6.10.

§ 6.15.5.1 The Owner shall be responsible for failures by its Separate Contractors to comply with the obligations in this Agreement.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 7 and elsewhere in the Design-Build Documents.

§ 7.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents. The Design-Builder shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order or Change Directive.

§ 7.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.
- .4 Change Orders resulting in what would be a GMP decrease shall reallocate the adjustment amount into Contingency and maintain the GMP. Eventually all Contingency will be utilized implementing value added items to the Station for identified Alternates.

§ 7.3 Change Directives

§ 7.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time, or both. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions. The Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, or Contract Time, or both, shall be adjusted accordingly.

§ 7.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Change Directive provides for an adjustment to the Guaranteed Maximum Price or, if prior to

execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. The Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for the Design-Builder's Fee as set forth in this Agreement, or if no such amount is set forth in this Agreement, a reasonable amount. In such case the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Additional costs of professional services;
- .2 Costs of labor, applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Owner;
- .3 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .6 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 7.3.6 A Change Directive signed by the Design-Builder prior to execution of the Design-Build Amendment indicates the Design-Builder's agreement therewith, including adjustment in compensation and schedule, or the method for determining them. A Change Directive signed by the Design-Builder after the execution of the Design-Build Amendment indicates the Design-Builder's agreement therewith, including adjustment in Guaranteed Maximum Price and Contract Time, or the method for determining them. Any such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Design-Builder disagrees with the adjustment in Contract Time, the Design-Builder may make a Claim in accordance with the applicable provisions of Article 16.

§ 7.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for the Design-Builder's Fee shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 16.

§ 7.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Guaranteed Maximum Price or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 8 OWNER'S RESPONSIBILITIES

§ 8.1 General

§ 8.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization.

§ 8.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 8.1.3 The Owner shall furnish and coordinate the services of the Owner's consultants and Separate Contractors with those services provided by the Design-Builder. Upon the Design-Builder's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants or Separate Contractors. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 8.1.4 The Owner shall furnish the services of consultants required by a material change in the Owner's Criteria or authorize the Design-Builder to furnish them as an Additional Service, Change Order, or Change Directive.

§ 8.1.5 If the Owner identifies a Sustainable Objective, the Owner shall fulfill its responsibilities as required in AIA Document A141PDB-2024 Exhibit C, attached to this Agreement.

§ 8.1.6 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder, including the Architect and Subcontractors.

§ 8.1.7 The Owner shall purchase and maintain insurance as set forth in Article 12 and AIA Document A141PDB-2024 Exhibit A.

§ 8.1.8 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work.

§ 8.1.9 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for, acts or omissions of the Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 8.1.10 The Owner may reject Work that does not conform to the Design-Build Documents. The Owner may require inspection or testing of the Construction Work in accordance with Section 17.5.2, whether or not the Construction Work is fabricated, installed, or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder.

§ 8.1.11 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 10.8 and the date of final completion in accordance with Section 10.10.

§ 8.1.12 The Owner acknowledges that accelerated or fast-track design and construction, or phased construction, provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Design-Builder to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Design-Build Documents, and costs for the Design-Builder to

remove and replace previously installed Construction Work. If the Owner approves accelerated or fast-track design and construction, or phased construction, the Owner agrees to include in the budget for the Work sufficient contingencies to cover such costs.

§ 8.2 Information and Services Required of the Owner

§ 8.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 8.2.2 The Owner shall establish and periodically update the Owner's budget for the Work, including (1) the budget for the Guaranteed Maximum Price, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall establish an initial budget for the Guaranteed Maximum Price no later than the Owner's (1) approval of the Design-Builder's written report containing its preliminary evaluation of the Owner's Criteria, and (2) authorization for the Design-Builder to commence Schematic Design phase services in accordance with Section 4.4. If the Owner increases or decreases the Owner's budget for the Guaranteed Maximum Price, the Owner shall notify the Design-Builder. The Owner, in consultation with the Design-Builder, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 8.2.3 The Owner shall furnish tests, inspections, and reports, required by law, and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 8.2.5 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 8.2.6 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses, and inspections.

§ 8.2.7 The services, information, surveys, and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense. Except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services, information, surveys, and reports furnished by the Owner.

§ 8.2.8 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt notice thereof to the Design-Builder.

§ 8.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall furnish the services of geotechnical engineers or other consultants when such services are reasonably necessary to properly carry out the Design Services furnished by the Design-Builder. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 8.2.10 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of other consultants when such services are reasonably necessary to properly carry out the Design Services furnished by the Design-Builder. In such event, the Design-Builder shall identify the services required.

§ 8.2.11 The Owner shall furnish all legal, insurance, and accounting services, including auditing services, that

may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 8.3 Evidence of the Owner's Financial Arrangements

§ 8.3.1 Prior to execution of the Design-Build Amendment, the Design-Builder may request that the Owner furnish reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract.

§ 8.3.2 Following the execution of the Design-Build Amendment and upon written request by the Design-Builder, the Owner shall furnish to the Design-Builder reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Guaranteed Maximum Price. If the Owner fails to provide such evidence, as required, within fourteen days of the Design-Builder's request, the Design-Builder may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Guaranteed Maximum Price under (3) above, the Design-Builder may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 8.3, the Contract Time shall be extended appropriately and the Guaranteed Maximum Price shall be increased by the amount of the Design-Builder's reasonable costs of shutdown, delay, and start-up, plus interest as provided in the Design-Build Documents.

§ 8.3.3 After the Owner furnishes evidence of financial arrangements under this Section 8.3, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 8.3.4 Where the Owner has designated information furnished under this Section 8.3 as "confidential," the Design-Builder shall keep the information confidential as set forth in Article 17.

§ 8.4 Owner's Right to Stop Construction Work

If the Design-Builder fails to correct Construction Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 13.2 or persistently fails to carry out Construction Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Construction Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Construction Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 6.13.1.2.

§ 8.5 Owner's Right to Carry Out the Construction Work

If the Design-Builder defaults or neglects to carry out the Construction Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. The Owner may, pursuant to Section 10.5, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies. If current and future payments are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner. If the Design-Builder disagrees with the actions of the Owner, or the amounts claimed as costs to the Owner, the Design-Builder may file a claim pursuant to Article 16.

ARTICLE 9 TIME

§ 9.1 Progress and Completion

§ 9.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment, the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 9.1.2 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 9.2 Delays and Extensions of Time

§ 9.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or consultant, or of a Separate Contractor; (2) changes ordered in the Work; (3) labor

disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 16.1.6.2, unusual delays by public authorities related to permits, licenses, and inspections, or other causes beyond the Design-Builder's control; (4) delay authorized by the Owner pending mediation and binding dispute resolution; or (5) other causes that the Owner determines justify delay, then the Contract Time shall be extended for such reasonable time as the Owner may determine.

§ 9.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 16.

§ 9.2.3 This Section 9.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 10 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 10.1 Guaranteed Maximum Price

The Guaranteed Maximum Price is stated in the Design-Build Amendment.

§ 10.1.1 If unit prices are stated in the Design-Build Amendment or subsequently agreed upon, and if quantities set forth in the Design-Build Amendment are materially changed in a proposed Change Order or Change Directive, the applicable unit prices shall be equitably adjusted.

§ 10.2 Schedule of Values

The Design-Builder shall submit a schedule of values to the Owner prior to the first Application for Payment after execution of the Design-Build Amendment, allocating the entire Guaranteed Maximum Price as required by the Design-Build Documents. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Owner. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment. Any changes to the schedule of values shall be submitted to the Owner and supported by such data to substantiate its accuracy as the Owner may require, and unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's subsequent Applications for Payment.

§ 10.3 Applications for Payment

§ 10.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The Application for Payment shall be notarized, if required, and supported by all data substantiating the Design-Builder's right to payment that the Owner requires, such as copies of requisitions, and releases and waiver of liens from the Architect, Consultants, Subcontractors, and suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 10.3.1.1 As provided in Section 7.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders. As provided in Section 2.1, compensation for Work prior to execution of the Design-Build Amendment may include payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 10.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, a Consultant, a Subcontractor, or a supplier, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 10.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 10.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further

warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Design-Builder, Architect, Consultants, Subcontractors, suppliers, or any other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 10.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, either (1) issue to the Design-Builder a Certificate for Payment in the full amount of the Application for Payment; (2) issue to the Design-Builder a Certificate for Payment for such amount the Owner determines is properly due, and notify the Design-Builder of the Owner's reasons for withholding certification in part as provided in Section 10.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Design-Builder of the Owner's reason for withholding certification in whole as provided in Section 10.5.1.

§ 10.5 Decisions to Withhold Certification

§ 10.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application for Payment, the Owner will notify the Design-Builder as provided in Section 10.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of:

- .1 Failure to perform Work in accordance with the Design-Build Documents;
- .2 Third-party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Design-Builder;
- .3 Failure of the Design-Builder to make payments properly to the Architect, Consultants, Subcontractors, suppliers, or others, for services, labor, materials, or equipment;
- .4 Reasonable evidence that the Work cannot be completed for the unpaid balance of the Guaranteed Maximum Price;
- .5 Damage to the Owner or a Separate Contractor; or
- .6 Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

§ 10.5.2 If Design-Builder disputes the Owner's decision regarding a Certificate for Payment under Section 10.5.1, in whole or in part, the Design-Builder may submit a Claim in accordance with Article 16.

§ 10.5.3 When the above reasons for withholding certification are removed, the Owner shall certify amounts previously withheld.

§ 10.5.4 If the Owner withholds certification for payment under Section 10.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to any other persons or entities providing Work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 10.6 Progress Payments

§ 10.6.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract Sum, to the Design-Builder, as provided below and elsewhere in the Design-Build Documents.

§ 10.6.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 10.6.3 Applications for Payment show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the

percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 10.6.4 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

§ 10.6.4.1 The amount of each progress payment shall include:

- .1 That portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Change Directives that the Owner determines to be reasonably justified; and
- .4 The Design-Builder's Fee, computed upon the Cost of the Work described in Article 2 at the rate stated in Article 2 or, if the Design-Builder's Fee is stated as a lump sum in that Article, an amount that bears the same ratio to that lump-sum fee as the Cost of the Work in that Article bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 10.6.4.2 The amount of each progress payment shall be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Owner has previously withheld a Certificate for Payment as provided in this Article 10;
- .3 Any amount for which the Design-Builder does not intend to pay a Subcontractor, Sub-Subcontractor, or material supplier, unless the Work has been performed by others the Design-Builder intends to pay;
- .4 Any amount for which the Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in this Article 10;
- .5 The shortfall, if any, indicated by the Design-Builder in the documentation required by this Article 10 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 10.6.5.

§ 10.6.5 Retainage

§ 10.6.5.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten Percent (10%)

§ 10.6.5.2 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as Design Services, general conditions, bonds, insurance, etc.)

Design Service, General Conditions, Builders Staff, Bonds and Insurance, and Fees are not subject to retainage.

§ 10.6.5.3 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 10.6.5.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in the Design-Build Amendment, insert provisions for such modification.)

Following 50% overall approved project billing, 50% retainage can be released for trade contracts that are substantially complete and accepted.

§ 10.6.5.4 Upon Substantial Completion of the Work, the Design-Builder may submit an Application for Payment

that includes the retainage withheld from prior Applications for Payment, except as follows:
(Insert any conditions precedent to the release of all or a portion of the retainage, such as correction of the Construction Work, consent of surety, etc.)

Estimated cost of completion or correction of the work for any given trade can be withheld even at substantial completion of the project to ensure satisfaction and completion of the work.

§ 10.6.6 Provided that an Application for Payment is received not later than the thirtieth day of the month, the Owner shall make payment of the amount certified to the Design-Builder not later than the thirtieth day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Owner receives the Application for Payment.

(Federal, state, or local laws may require payment within a certain period of time.)

§ 10.6.7 With each Application for Payment, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that payments already made by the Design-Builder on account of the Cost of the Work equal or exceed progress payments already received by the Design-Builder plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Design-Builder's Fee.

§ 10.6.8 With each Application for Payment, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Design-Builder's Fee.

§ 10.6.9 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. The schedule of values shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 10.6.10 The allocation of the Guaranteed Maximum Price under this Section 10.6 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 10.6.11 When the Design-Builder allocates costs from a contingency to another line item in the schedule of values, the Design-Builder shall submit supporting documentation to the Owner.

§ 10.6.12 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder, and such action shall not be deemed to be a representation that (1) the Owner has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 10.6.7 or other supporting data; (2) that the Owner has made exhaustive or continuous on-site inspections; or (3) that the Owner has made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 10.6.13 The Design-Builder shall pay each person or entity providing Work for the Design-Builder, no later than seven days after receipt of payment from the Owner. Payment shall be the amount to which the person or entity providing Work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the person or entity. The Design-Builder shall, by appropriate agreement with each person or entity providing Work for the Design-Builder, require each person or entity providing Work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 10.6.14 The Owner will, on request and if practicable, furnish to the person or entity providing Work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such person or entity providing Work for the Design-Builder.

§ 10.6.15 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid any other persons or entities providing Work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the other person or entity providing Work for the Design-Builder to ascertain whether they have been properly paid. The Owner shall have no obligation to pay, or to see to the payment of money to any other person or entity providing Work for the Design-Builder, except as may otherwise be required by law.

§ 10.6.16 The Design-Builder's payments to suppliers shall be treated in a manner similar to that provided in Sections 10.6.13, 10.6.14 and 10.6.15.

§ 10.6.16.1 Except with the Owner's prior written approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment.

§ 10.6.17 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 10.6.18 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Guaranteed Maximum Price, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Subcontractors, and other person or entity providing Work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Subcontractors, or other person or entity providing Work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust, or entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 10.6.19 Provided the Owner has fulfilled its payment obligations under the Design-Build Documents, the Design-Builder shall defend and indemnify the Owner from all loss, liability, damage, or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Architect, Consultant, Subcontractor, or any other person or entity providing Work for the Design-Builder. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Design-Builder. If approved by the applicable court, when required, the Design-Builder may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 10.6.20 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Subcontractors, and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Subcontractors, and the Design-Builder shall execute subcontracts in accordance with those agreements.

§ 10.7 Failure of Payment

If, through no fault of the Design-Builder, the Owner fails to issue a Certificate for Payment or make payment of the certified amount within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Guaranteed Maximum Price shall be increased by the amount of the Design-Builder's reasonable costs of shutdown, delay, and start-up, plus interest as provided for in the Design-Build Documents.

§ 10.8 Substantial Completion

§ 10.8.1 Substantial Completion is the stage in the progress of the Construction Work when the Construction Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Construction Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 10.8.

§ 10.8.2 When the Design-Builder considers that the Construction Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 10.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Construction Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Construction Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 10.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 10.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 10.8.5 When the Construction Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Construction Work, and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Construction Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 10.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Construction Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 10.9 Partial Occupancy or Use

§ 10.9.1 The Owner may occupy or use any completed or partially completed portion of the Construction Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Construction Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 10.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Construction Work shall be determined by written agreement between the Owner and Design-Builder.

§ 10.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied, or portion of the Construction Work to be used, in order to determine and record the condition of the Construction Work.

§ 10.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Construction Work shall not constitute acceptance of Construction Work not complying with the requirements of the Design-Build Documents.

§ 10.10 Final Completion and Final Payment

§ 10.10.1 Upon receipt of the Design-Builder's notice that the Construction Work is ready for final inspection and acceptance, and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Construction Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Sections 10.10.2 and 10.10.3, promptly issue a final Certificate for Payment.

§ 10.10.2 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after:

- .1 the Design-Builder has fully performed the Contract, except for the Design-Builder's responsibility

- to correct Construction Work as provided in Article 13, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Design-Builder has submitted a final Application for Payment and a final accounting for the Cost of the Work;
 - .3 a final Certificate for Payment has been issued by the Owner in accordance with Article 10; and
 - .4 satisfaction of other conditions precedent to the Owner's obligation to issue final payment to the Design-Builder, if any:
(Insert any other conditions precedent to final payment.)

N/A

§ 10.10.3 Within 30 days of the Owner's receipt of the Design-Builder's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Design-Builder that it will not conduct an audit.

§ 10.10.3.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Design-Builder.

§ 10.10.3.2 Within seven days after receipt of the written report described in Section 10.10.3.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 10.10.2 have been met, the Owner will either issue a final Certificate for Payment to the Design-Builder, or notify the Design-Builder in writing of the Owner's reasons for withholding a certificate. The time periods stated in this Section 10.10.3 supersede those stated in Section 10.10.2. The Owner is not responsible for verifying the accuracy of the Design-Builder's final accounting.

§ 10.10.3.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Design-Builder's final accounting, is less than the amount claimed by the Design-Builder, the Design-Builder shall be entitled to request mediation of the disputed amount pursuant to Section 16.3, without seeking an initial resolution of the claim pursuant to Section 16.2. A request for mediation shall be made by the Design-Builder within 30 days after the Design-Builder's receipt of a copy of the Owner's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Design-Builder. Pending a final resolution of the disputed amount, the Owner shall pay the Design-Builder the amount substantiated by the Owner's auditors within 30 days, or such shorter period required by law.

§ 10.10.4 If, subsequent to final payment, and at the Owner's request, the Design-Builder incurs costs, described in Article 2 and not excluded by Article 2, to correct defective or nonconforming Work, the Owner shall reimburse the Design-Builder for such costs, and the Design-Builder's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Article 2, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section in determining the net amount to be paid by the Owner to the Design-Builder.

§ 10.10.5 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Construction Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) an as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) documentation of any special warranties, such as manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, and releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, Consultant, Subcontractor, or any other person or entity providing services, labor, materials, or equipment relating to the Construction Work, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remain unsatisfied

after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 10.10.6 If, after Substantial Completion of the Construction Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Construction Work fully completed, corrected, and accepted. If the estimated cost to complete or correct the Construction Work is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Construction Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 10.10.7 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Design-Build Documents;
- .3 terms of special warranties required by the Design-Build Documents; or
- .4 audits performed by the Owner, if permitted by the Design-Build Documents, after final payment.

§ 10.10.8 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

§ 10.11 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

One and a half percent - 1.5 % per month

ARTICLE 11 PROTECTION OF PERSONS AND PROPERTY

§ 11.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Construction Work.

§ 11.2 Safety of Persons and Property

§ 11.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury, or loss to:

- .1 employees and persons performing the Construction Work and others who may be affected thereby;
- .2 the Construction Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Design-Builder, a Subcontractor, or any other person or entity; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 11.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on the safety of persons or property, or their protection from damage, injury, or loss.

§ 11.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 11.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Construction Work, the Design-Builder shall exercise utmost care, and carry on

such activities under supervision of properly qualified personnel.

§ 11.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 11.2.1.2 and 11.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 11.2.1.2 and 11.2.1.3. The Design-Builder may make a Claim for the cost to remedy damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 11.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 11.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 11.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 11.3 Hazardous Materials

§ 11.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials or substances. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Construction Work in the affected area and notify the Owner of the condition.

§ 11.3.2 Upon receipt of the Design-Builder's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Construction Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Guaranteed Maximum Price shall be increased by the amount of the Design-Builder's reasonable additional costs of shutdown, delay, and start-up.

§ 11.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Subcontractors, and employees of any of them, from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Construction Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 11.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Construction Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 11.3.4 The Owner shall not be responsible under this Section 11.3 for hazardous materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The

Owner shall be responsible for hazardous materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 11.3.5 The Design-Builder shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 11.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 11.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Construction Work as required by the Design-Build Documents, the Owner shall reimburse the Design-Builder for all cost and expense thereby incurred.

§ 11.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury, or loss.

ARTICLE 12 INSURANCE AND BONDS

§ 12.1 Design-Builder's Insurance and Bonds

§ 12.1.1 The Design-Builder shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Agreement or elsewhere in the Design-Build Documents. Prior to commencement of the Work, the Design-Builder shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner shall be named as an additional insured under the Design-Builder's commercial general liability policy or as otherwise described in the Design-Build Documents.

§ 12.1.2 The Design-Builder shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Design-Build Documents. The Design-Builder shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 12.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Design-Build Contract, the Design-Builder shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 12.1.4 Notice of Cancellation or Expiration of Design-Builder's Required Insurance. Within three (3) business days of the date the Design-Builder becomes aware of an impending or actual cancellation or expiration of any insurance required by the Design-Build Documents, the Design-Builder shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Design-Builder, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Design-Builder. The furnishing of notice by the Design-Builder shall not relieve the Design-Builder of any contractual obligation to provide any required coverage.

§ 12.2 Owner's Insurance

§ 12.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Agreement or elsewhere in the Design-Build Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 12.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in this Agreement or elsewhere in the Design-Build Documents, the Owner shall inform the Design-Builder in writing prior to commencement of the Construction Work. Upon receipt of notice from the Owner, the Design-Builder may delay commencement of the Construction Work and may obtain insurance that will protect the interests of the Design-Builder, Subcontractors, and Sub-Subcontractors in the Construction Work. When the failure to provide coverage has been cured or resolved, the Guaranteed Maximum Price and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Design-Builder, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been

procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Design-Builder for all reasonable costs and damages attributable thereto.

§ 12.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Design-Build Documents, the Owner shall provide notice to the Design-Builder of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Design-Builder: (1) the Design-Builder, upon receipt of notice from the Owner, shall have the right to stop the Construction Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Design-Builder; (2) the Contract Time and Guaranteed Maximum Price shall be equitably adjusted; and (3) the Owner waives all rights against the Design-Builder, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Design-Builder purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 12.3 Waivers of Subrogation

§ 12.3.1 The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subcontractors, sub-subcontractors, agents, and employees, each of the other; and (2) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Design-Builder, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Separate Contractors, consultants, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 12.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 12.3.2 If, during construction of the Project, the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 12.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 12.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 12.5 Adjustment and Settlement of Insured Loss

§ 12.5.1 A loss insured under the property insurance required by this Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 12.5.2. The Owner shall pay the Design-Builder its just share of insurance proceeds received by the Owner, and by appropriate agreement the Design-Builder shall make payments to its consultants and Subcontractors in similar manner.

§ 12.5.2 Prior to settlement of an insured loss, the Owner shall notify the Design-Builder of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Design-Builder shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Design-Builder does not object, the Owner shall settle the loss, and the Design-Builder shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Design-Build Contract for convenience, the Owner and Design-Builder shall execute a Change Order for reconstruction of

the damaged or destroyed Construction Work in the amount allocated for that purpose. If the Design-Builder timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Design-Builder arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 16. Pending resolution of any dispute, the Owner may issue a Change Directive for the reconstruction of the damaged or destroyed Construction Work.

ARTICLE 13 UNCOVERING AND CORRECTION OF CONSTRUCTION WORK

§ 13.1 Uncovering of Construction Work

The Owner may request to examine a portion of the Construction Work that the Design-Builder has covered to determine if the Construction Work has been performed in accordance with the Design-Build Documents. If such Construction Work is in accordance with the Design-Build Documents, the Design-Builder shall be entitled to an equitable adjustment to the Guaranteed Maximum Price and Contract Time as may be appropriate. If such Construction Work is not in accordance with the Design-Build Documents, the costs of uncovering the Construction Work, and the cost of correction, shall not be a Cost of the Work and shall not result in a change in the Contract Time except as otherwise permitted in this Agreement.

§ 13.2 Correction of Construction Work

§ 13.2.1 Before Substantial Completion. The Design-Builder shall promptly correct Construction Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, discovered before Substantial Completion, and whether or not fabricated, installed, or completed. Costs of correcting such rejected Construction Work, including additional testing and inspections, the cost of uncovering and replacement shall not be a Cost of the Work and shall not result in a change in the Contract Time unless otherwise permitted in this Agreement. If the cost of correcting such rejected Construction Work is not a Cost of the Work, the Design-Builder shall compensate the Owner for any consultant employed by the Owner and expenses and compensation made necessary thereby.

§ 13.2.2 After Substantial Completion

§ 13.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.11, if, within one year after the date of Substantial Completion of the Construction Work or designated portion thereof or after the date for commencement of warranties established under Section 10.9.1, or by terms of any applicable special warranty required by the Design-Build Documents, any of the Construction Work is discovered not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Construction Work, if the Owner fails to notify the Design-Builder of the condition and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty and breach of the standard of care for that condition. If the Design-Builder fails to correct nonconforming or defectively designed Construction Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 8.5.

§ 13.2.2.2 The one-year period for correction of Construction Work shall be extended with respect to portions of Construction Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Construction Work.

§ 13.2.2.3 The one-year period for correction of Construction Work shall not be extended by corrective Construction Work performed by the Design-Builder pursuant to this Section 13.2.

§ 13.2.3 The Design-Builder shall remove from the site portions of the Construction Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 13.2.4 The Design-Builder shall be liable for the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Construction Work that is not in accordance with the requirements of the Design-Build Documents unless the corrective work is otherwise permitted in the Design-Build Amendment to be reimbursed as a Cost of the Work, in which case the cost of the corrective work shall be subject to the Guaranteed Maximum Price.

§ 13.2.5 Nothing contained in this Section 13.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Construction Work as described in Section 13.2.2 relates only to the specific obligation of the Design-Builder to correct the Construction Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Construction Work.

§ 13.3 Acceptance of Nonconforming Construction Work

If the Owner prefers to accept Construction Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Guaranteed Maximum Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 14 COPYRIGHTS AND LICENSES

§ 14.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Subcontractors, and any other person or entity providing Work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Subcontractors, and any other person or entity providing Work for any of them.

§ 14.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 14.3 The Design-Builder grants to the Owner a nonexclusive license to use the Design-Builder's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project. The license granted in this Section 14.3 shall terminate only if (1) the Design-Builder terminates this Agreement in accordance with Sections 15.1.1, 15.1.3, 15.1.4, or 15.2.1 or (2) the Owner terminates this Agreement for convenience as provided in Section 15.1.5 and does not compensate the Design-Builder as required under Sections 15.1.6 and 15.1.7. The license granted under this section permits the Owner to authorize the Owner's consultants to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.1.5, solely and exclusively for use in performing services for the Project.

§ 14.3.1 In the event the Owner uses the Instruments of Service (1) for purposes inconsistent with Section 14.3, (2) after completion of the Project for purposes of altering or adding to the Project without retaining the authors of the Instruments of Service for such purposes, (3) after the Owner terminates this Agreement for convenience, or (4) after the Design-Builder terminates this Agreement in accordance with Sections 15.1.1, 15.1.3, 15.1.4, or 15.2.1, the Owner releases the Design-Builder from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 14.3.1. The terms of this Section 14.3.1 shall not apply if the Owner terminates this Agreement for cause under Sections 15.1.4 or 15.2.2. The payment of a Termination Fee or Licensing Fee under Section 15.1.7 shall not relieve the Owner of the release or indemnity obligations of this Section 14.3.1.

§ 14.3.2 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Subcontractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 14. The Design-Builder's licenses from the Architect and its Consultants and Subcontractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Subcontractors terminate their agreements with the Design-Builder for cause, to obtain a non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant, or Subcontractor all amounts due, and (2) provides the Architect, Consultant, or Subcontractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant, or Subcontractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or

entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 14.3.3 Except as otherwise stated in this Section 14.3, the provisions of this Article 14 shall survive the termination of this Agreement.

ARTICLE 15 TERMINATION OR SUSPENSION

§ 15.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 15.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination under Section 15.1.4 or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 15.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 15.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' notice.

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

§ 15.1.5 The Owner may terminate this Agreement upon not less than seven days' notice to the Design-Builder for the Owner's convenience and without cause.

§ 15.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 15.1.6 be greater than the compensation set forth in Section 2.1.

§ 15.1.7 In addition to any amounts paid under Section 15.1.6, if the Owner terminates this Agreement for its convenience pursuant to Section 15.1.5, or the Design-Builder terminates this Agreement pursuant to Sections 15.1.3 or 15.1.4, the Owner shall pay to the Design-Builder the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1 Termination Fee:
Ten percent (10%) of remaining fees.
- .2 Licensing Fee if the Owner intends to continue using the Design-Builder's Instruments of Service:
Ten percent (10%) of total project cost.

§ 15.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 15.2.1 Termination by the Design-Builder

§ 15.2.1.1 The Design-Builder may terminate this Agreement if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 10.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4 The Owner has failed to furnish to the Design-Builder reasonable evidence as required by Section 8.3.2.

§ 15.2.1.2 The Design-Builder may terminate this Agreement if, through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 15.2.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 15.2.1.3 If one of the reasons described in Section 15.2.1.1 or 15.2.1.2 exists, the Design-Builder may, upon seven days' notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, as well as the Design-Builder's Fee on Work not executed, and costs incurred by reason of such termination.

§ 15.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder, or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 15.2.1.3.

§ 15.2.2 Termination by the Owner for Cause

§ 15.2.2.1 The Owner may terminate this Agreement if the Design-Builder:

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .3 repeatedly refuses or fails to supply a qualified architect, consultant, or subcontractor, where required;
- .4 fails to make payment to the Architect, Consultants, Subcontractors, or suppliers, in accordance with their respective agreements with the Design-Builder;
- .5 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .6 is otherwise in breach of a material provision of the Design-Build Documents.

§ 15.2.2.2 When any of the reasons described in Section 15.2.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant, and Subcontractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 15.2.2.3 When the Owner terminates this Agreement for one of the reasons stated in Section 15.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 15.2.2.4 If the costs of finishing the Work and other damages incurred by the Owner exceed the unpaid balance of the Contract Sum, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of this Agreement.

§ 15.2.3 Suspension by the Owner for Convenience

§ 15.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 15.2.3.2 The Guaranteed Maximum Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 15.2.3.1. Adjustment of the Guaranteed Maximum Price shall include profit. No adjustment shall be made to the extent that:

- .1 performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Design-Builder is responsible and which is not compensable as a Cost of the Work; or
- .2 an equitable adjustment is made or denied under another provision of the Contract.

§ 15.2.4 Termination by the Owner for Convenience

§ 15.2.4.1 The Owner may, at any time, terminate this Agreement for the Owner's convenience and without cause.

§ 15.2.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Subcontractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 15.2.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Design-Builder for: Work properly executed; Termination and Licensing Fees set forth in Section 15.1.7; and any other costs incurred by reason of the termination, including costs attributable to termination of Subcontracts.

ARTICLE 16 CLAIMS AND DISPUTES

§ 16.1 Claims

§ 16.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 16.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Design-Build Documents.

§ 16.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 16.1.2.

§ 16.1.3 Notice of Claims

§ 16.1.3.1 Prior To Final Payment. Prior to final payment, Claims by either the Owner or Design-Builder must be initiated by notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 16.1.3.2 Claims Arising After Final Payment. After final payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 10.10.7 or 10.10.8, must be initiated by prompt written notice to the other party. The notice requirement in Section 16.1.3.1 and the provisions for Initial Resolution of Claims in Section 16.2 shall not be required as a condition precedent to mediation in Section 16.3.

§ 16.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 10.7 and Article 15, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 16.1.5 Claims for Additional Cost. If the Design-Builder wishes to make a Claim for an increase in the Guaranteed Maximum Price, notice as provided in Section 16.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 11.4.

§ 16.1.6 Claims for Additional Time

§ 16.1.6.1 If the Design-Builder wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 16.1.3 shall be given. The Design-Builder's Claim shall include an estimate of cost and of the probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 16.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 16.1.7 Waiver of Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 16. Nothing contained in this Section 16.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 16.1.8 Design-Builder's Liability

In addition to the other limitations of the Design-Builder's liability to the Owner under this Agreement, the Design-Builder's liability shall be limited as follows:

(Check the appropriate box.)

- ☐ § 16.1.8.1 The Owner and Design-Builder do not agree to further limit the liability of the Design-Builder to the Owner under this Section 16.1.8 of this Agreement.
- ☒ § 16.1.8.2 The Owner and Design-Builder agree to further limit the liability of the Design-Builder to the Owner under this Section 16.1.8 of this Agreement as follows:

Liability for Damages, Expenses, and Costs for which Insurance is Required under the Design-Build Documents. The Design-Builder's liability for damages, expenses, and costs for which insurance is required under the Design-Build Documents shall not exceed the required limit of the Design-Builder's applicable insurance policy set forth in the Design-Build Documents. The Design-Builder's failure to (a) procure and maintain the full coverage limits required under the Design-Build Documents, or (b) comply with the terms of the applicable insurance policy, shall not relieve the Design-Builder of liability that would have been covered by such insurance policy up to the required limit set forth in the Design-Build Documents.

Liability for Other Damages, Expenses, and Costs. The Design-Builder's liability to the Owner for other damages arising out of or related to this Agreement that are not liquidated damages assessed under Section 2.3.1.6, or that are not damages, expenses, or costs for which insurance is required under the Design-Build Documents, shall be limited to the sum stated below:

(Insert the amount of any limitation or method of determining the limitation, if applicable.)

The limitations set forth in Section 16.1.8.2 are only effective if the parties check the applicable box and complete the fill point. If no box is checked, there is no further limit on the Design-Builder's liability.

§ 16.1.9 **Exclusions to the Limitations of Design-Builder's Liability.** The limitations, if any, on (a) the Design-Builder's liability for liquidated damages under Section 2.3.1.6, and (b) the Design-Builder's liability for damages, expenses, and costs under Section 16.1.8.2, shall not apply to liability resulting from the Design-

Builder's:

- .1 fraud;
- .2 willful misconduct;
- .3 failure to pay sums due the Architect, Consultants, Subcontractors, or any other third party for labor, materials, equipment, or services related to the Work; or
- .4 abandonment of the Work.

§ 16.2 Initial Resolution of Claims

§ 16.2.1 Meet and Confer

§ 16.2.1.1 If the parties select Meet and Confer as the initial method of dispute resolution, the Owner and Design-Builder shall endeavor to resolve Claims subject to the meet and confer session. The meet and confer session shall be attended by representatives who have the authority to bind the Owner and Design-Builder. The Owner or Design-Builder may request senior representatives from the Architect, Subcontractors, or other interested parties to attend the meet and confer session. The meet and confer session shall take place within thirty (30) days after a request by either party to this Agreement unless the parties mutually agree otherwise.

§ 16.2.1.2 Discussions held during the meet and confer process shall be treated as settlement discussions and, as such, will be confidential.

§ 16.2.1.3 If the Owner and Design-Builder reach a mutually acceptable resolution, appropriate documentation memorializing the resolution shall be prepared. If the resolution results in a change to the Guaranteed Maximum Price or the Contract Time, the parties shall execute a Change Order.

§ 16.2.1.4 If the Owner and Design-Builder cannot reach a mutually acceptable resolution at the meet and confer session, or if the meet and confer session does not take place within the time specified in Section 16.2.1.1, either party may proceed to mediation in accordance with Section 16.3.

§ 16.2.2 Project Neutral

§ 16.2.2.1 If the parties select a Project Neutral to serve as an initial decision maker of Claims, the Owner and Design-Builder shall share the expense of the Project Neutral.

§ 16.2.2.2 The Project Neutral will review Claims and, within ten days of the receipt of a Claim, take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Project Neutral is unable to resolve the Claim if the Project Neutral lacks sufficient information to evaluate the merits of the Claim or if the Project Neutral concludes that, in the Project Neutral's sole discretion, it would be inappropriate for the Project Neutral to resolve the Claim.

§ 16.2.2.3 In evaluating Claims, the Project Neutral may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Project Neutral in rendering a decision. The retention of such persons shall be a shared expense of the Owner and Design-Builder.

§ 16.2.2.4 If the Project Neutral requests either party to provide a response to a Claim or to furnish additional supporting data, such party shall respond within ten days after receipt of the request and shall either (1) provide a response or the requested supporting data, (2) advise the Project Neutral when the response or supporting data will be furnished or (3) advise the Project Neutral that no response or supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Project Neutral will take one of the actions described in Sections 16.2.2.2(2) through (5).

§ 16.2.2.5 Pursuant to Sections 16.2.2.2 through 16.2.2.4, the Project Neutral will render an initial decision approving or rejecting the Claim in whole or in part, or indicating that the Project Neutral is unable to resolve the Claim. The initial decision shall (1) be in writing, (2) state the reasons therefore, and (3) identify any change in the Guaranteed Maximum Price or Contract Time or both. The initial decision shall be binding on the parties, but subject to mediation in accordance with the process set forth in Section 16.3 and, if the parties fail to resolve their dispute through mediation, subject to binding dispute resolution in accordance with Section 16.4.

§ 16.2.2.5.1 If an initial decision has not been rendered within 30 days after the Claim has been referred to the Project Neutral, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Project Neutral and all affected parties agree, the Project Neutral will

not decide disputes between the Design-Builder and persons or entities other than the Owner.

§ 16.2.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 16.3.

§ 16.2.2.7 Either party may, within 30 days from the date of a Project Neutral's initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate and pursue binding dispute resolution proceedings with respect to the initial decision.

§ 16.2.3 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety, and request the surety's assistance in resolving the controversy.

§ 16.2.4 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 16.3 Mediation

§ 16.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 10.10.7, 10.10.8, 16.1.7, and 16.2.2.7 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 16.3.2 The Parties shall endeavor to resolve their Claims by mediation which, unless the Parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order. If an arbitration proceeding is stayed pursuant to this Section 16.3.2, the Parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 16.3.3 Either Party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the Party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both Parties waive their rights to binding dispute resolution proceedings with respect to the initial decision rendered by the Project Neutral or with respect to Claims that are the subject of the Meet and Confer process.

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

§ 16.4 Arbitration

§ 16.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

§ 16.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 16.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 16.4.4 Consolidation or Joinder

§ 16.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 16.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either Party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the Party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 16.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 16.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Design-Builder under this Agreement.

§ 16.5 The provisions of this Article 16 shall survive the termination of this Agreement.

ARTICLE 17 MISCELLANEOUS PROVISIONS

§ 17.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 16.4.

§ 17.2 Successors and Assigns

§ 17.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants, agreements, and obligations contained in the Design-Build Documents. Except as provided in Section 17.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 17.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate the assignment.

§ 17.2.3 **Certifications.** If the Owner requests the Design-Builder to execute certificates, the proposed language of such certificates shall be submitted to the Design-Builder for review at least 21 days prior to the requested dates of execution. If the Owner requests the Design-Builder to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Design-Builder for review at least 21 days prior to execution. The Design-Builder shall not be required to execute any certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 17.3 The Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, shall have the right to include video, photographic, or artistic representations of the design of the Project among their respective promotional and professional materials. The Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, shall be given reasonable access to the completed Project to make such representations. However, such material shall not include the Owner's confidential or proprietary information if

the Owner has previously advised the Design-Builder in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, in the Owner's promotional materials for the Project. This Section 17.3 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 15.2.2.

§ 17.4 Rights and Remedies

§ 17.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 17.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 17.5 Tests and Inspections

§ 17.5.1 Tests, inspections, and approvals of portions of the Construction Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and all related costs of tests, inspections, and approvals shall be considered a Cost of the Work. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after execution of the Design-Build Amendment. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 17.5.2 If the Owner determines that portions of the Construction Work require additional testing, inspection, or approval not included under Section 17.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 17.5.3, shall be a Cost of the Work and the Guaranteed Maximum Price shall be adjusted accordingly.

§ 17.5.3 If procedures for testing, inspection, or approval under Sections 17.5.1 and 17.5.2 reveal failure of the portions of the Construction Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense, unless the testing, inspection, or approval activity is otherwise permitted in this Agreement to be reimbursed as a Cost of the Work, in which case the cost for the testing, inspection, or approval shall be subject to the Guaranteed Maximum Price.

§ 17.5.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 17.5.5 If the Owner is to observe tests, inspections, or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 17.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 17.6 Confidential Information

§ 17.6.1 If the Design-Builder or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 17.6.2. The obligations in this Section 17.6 shall survive the termination of this Agreement.

§ 17.6.2 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such

information to its employees, consultants, contractors, or subcontractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, contractors, and subcontractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 17.6. In the event either party knows or reasonably believes that “confidential” or “business proprietary” information received from the other party has been subject to any circumstance where the security, integrity, or confidentiality of any of the “confidential” or “business proprietary” information has been compromised, damaged, lost, corrupted, destroyed, or the “confidential” or “business proprietary” information has been accessed, acquired, modified, used, disclosed, or rendered inaccessible, by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose, the party experiencing the breach will provide written notice to the other party as soon as reasonably possible after it becomes aware of any breach.

§ 17.6.3 “Confidential” or “business proprietary” information shall not include information:

- .1 in the public domain, or which later enters the public domain, through no action on the receiving party’s part in violation of this Agreement;
- .2 already in the receiving party’s possession and not marked as “confidential” or “business proprietary” when received;
- .3 obtained by the receiving party on a non-confidential basis from a third party not known by the receiving party to be under an obligation of confidentiality; or
- .4 that is independently developed by the receiving party without access to, or use of, any “confidential” or “business proprietary” information.

§ 17.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other AIA Contract Documents.

§ 17.8 Interpretation

§ 17.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 17.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

§ 17.9 The invalidity of any provision of this Agreement shall not invalidate this Agreement or its remaining provisions. If it is determined that any provision of this Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case this Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing this Agreement.

ARTICLE 18 SCOPE OF THIS AGREEMENT

§ 18.1 This Agreement is comprised of the following documents:

- .1 AIA Document A141®PDB–2024, Standard Form of Agreement Between Owner and Design-Builder for a Progressive Design-Build Project
- .2 AIA Document A141®PDB–2024, Exhibit A, Insurance and Bonds
- .3 AIA Document A141®PDB–2024, Exhibit B, Design-Build Amendment, if executed
- .4 Other documents, if any, listed below:
 - “Exhibit C” Owner’s Building Program
 - “Exhibit D” Conceptual Design Package
 - “Exhibit E” Billing Policy and Hourly Rate Schedule

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

OWNER *(Signature)*

BY: Mo Baydoun, Mayor

(Printed name and title)

DESIGN-BUILDER *(Signature)*

BY: David W. Gassen, AIA Principal

(Printed name and title)



Dearborn Heights Fire Department Headquarters Exhibit C

Programming / Design

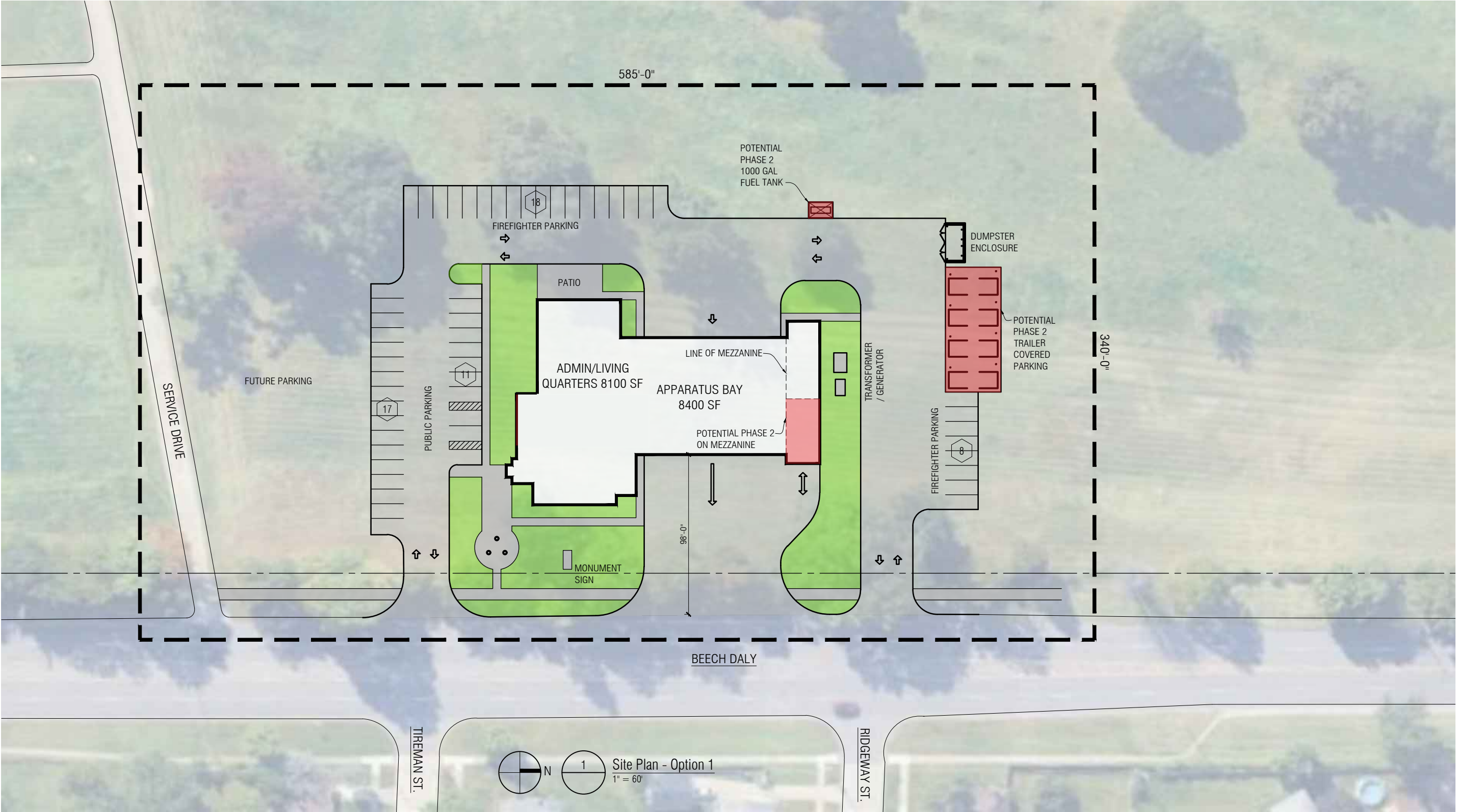
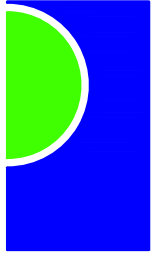
		Existing Building Program		UFC Recommended (Sq. Ft.)	Planning Program			Difference - Sq footage Needs			
Space	Qty.	Room / Space (Sq. Ft.)	Total Area of Room Type (Sq. Ft.)		Qty.	Room / Space (Sq. Ft)	Total Area of Room Type (Sq. Ft.)				
Dearborn Heights Fire Department Headquarters											
Maintenance and Apparatus					Remarks						
Apparatus Bays	4	1386	5544	936 per large apparatus 10 per person 150	5	1400	7000	1456	6686		
Personal Protective Equipment (PPE) Gear Lockers			0		1	380	380	380	400	40 Lockers needed 24"ea	
Decontamination Room			0		1	150	150	150	150		
Decon/ App Bay Restroom			0		1	49	49	49			
PPE Laundry	1	280	280	120	1	280	280	0	170	Wash & dry currently combined - can remain extractor & dryer used for hose	
PPE & Hose Dry Room					1	120	120	120	-	Room with Dehumidifier	
Work Room / Equipment Maintenance	1	400	400		1	250	250	-150	340		
Maintenance Tech Office (Future)					1	100	100	100	cp		
SCBA Maintenance / Compressor Room	1		0	144	1	250	250	250	140	currently combined - needs to be separate	
EMS Supplies Storage	1	140	140	120	1	180	180	40	118		
Janitor Supplies	1	20	20		1	30	30	10	-		
General Storage	1	500	500		1	250	250	-250	-	Needed for Hose & Equipment	
Area Subtotals (Sq. Ft.)			6884		9039			2155	8004		
Administration and Training										Remarks	
Vestibule			0	100	1	70	70	70	70		
Lobby Area	1	201	201		1	200	200	-1	200		
Public Restroom	1	70	70		1	70	70	0	140	Ex not ideal location	
Training Room	1	720	720		1	1000	1000	280	830	35 min - 50 desired	
Training Room Storage	1	78	78		1	150	150	72	72		
Conference Room	1	255	255		1	255	255	0	219	10-12 people	
Admin Assist / Front Desk					1	70	70	70	55	Close to BC	
Chief's Office	1	285	285		1	285	285	0	182		
Deputy Chief's Office	1	285	285	35	1	285	285	0	137		
Fire Marshal's Office	1	210	210		1	210	210	0	182		
Fire Inspector's Office			0		1	200	200	200	168	Set up for (2) Desks	
EMS Coordinator Office			0		1	150	150	150	133		
Command / Parametic Office (Future)				120	1	150	150	150	137		
Union Office	1	110	110		1	110	110	0	130		
Duty / Report Writing Office	1	240	240		1	240	240	0	278	With Bed	
Battalion Chief Office			0		1	150	150	150	137	Close to Admin Assist	
Staff Workroom	1	200	200		1	81	81	-119		Copy machine & office supplies	
Staff Breakroom	1	120	120		1	15	15	-105		Kitchenette only needed	
General Admin Storage			0		1	150	150	150			
General Administration	1	1240	1240		1	150	150	-1090			
Private Admin Restroom	1	41	41	120	1	41	41	0		Maintain	
Watch / Radio Desk	1	230	230		1	230	230	0	278	3-4 workstations needed	
IT Closet			0				0	0			
Janitorial Closet	1	31	31		1	31	31	0			
Area Subtotals (Sq. Ft.)			2992		2478			-514			

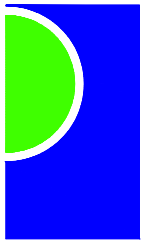
Dearborn Heights Fire Department Headquarters

Exhibit C

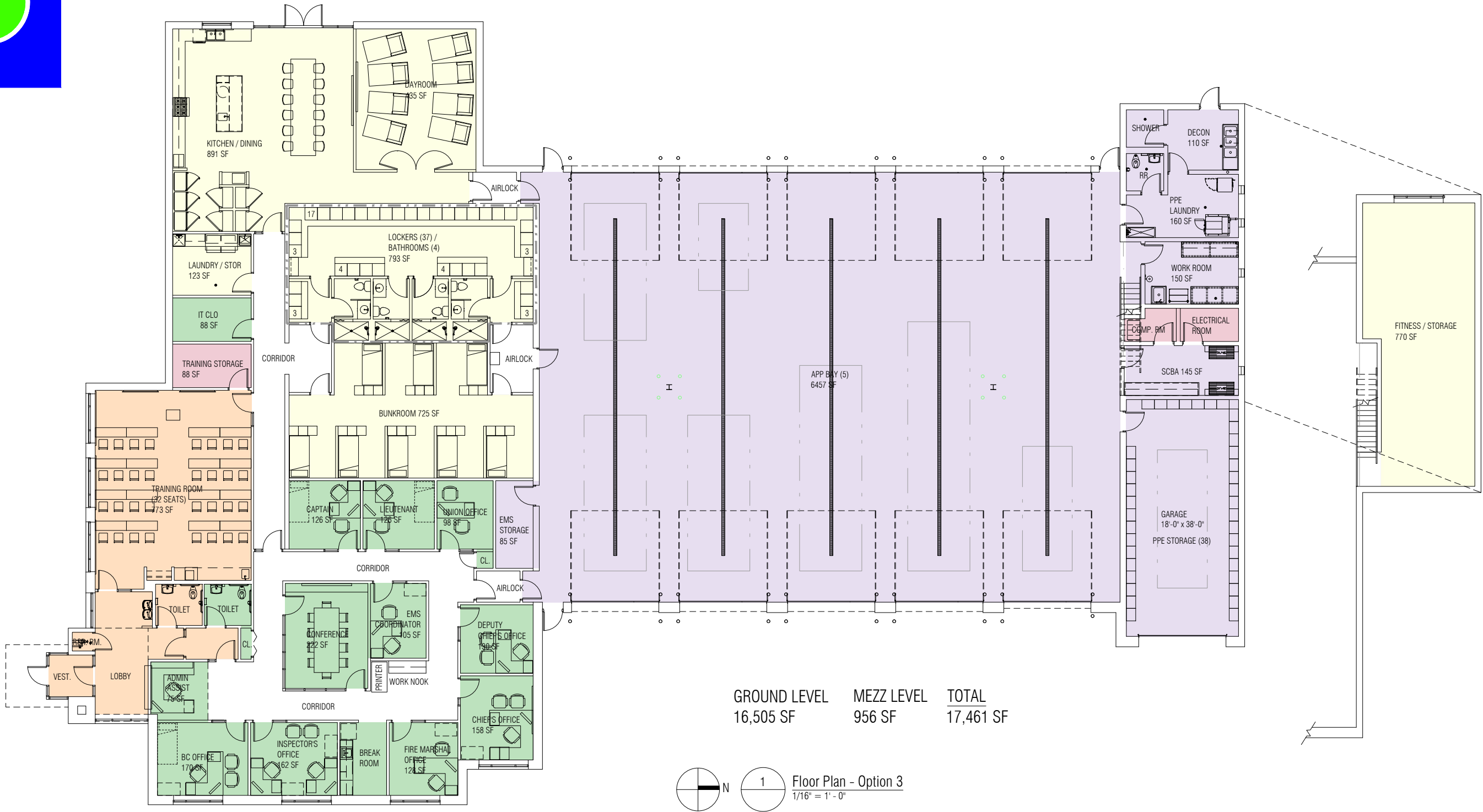
Programming / Design

Space	Qty.	Room / Space (Sq. Ft.)	Total Area of Room Type (Sq. Ft.)	Recommended (Sq. Ft.)	Qty.	Room / Space (Sq. Ft.)	Total Area of Room Type (Sq. Ft.)	Difference - Sq footage Needs			
Residential and Living										Remarks	
Kitchen / Dining	1	900	900	500	1	800	800	-100		10-12 dining table, island,	
Day Room					1	500	500	500		10 lounge chairs - floor receptacles	
Pantry	3	36	108		3	36	108	0			
Fitness Room	1	315	315		1	600	600	285		Existing Equipment	
Dorm - Battalion Chief			0		1	120	120	120			
Dorm - Firefighter Bunk Room - Unisex	1	715	715		1	970	970	255		10 Semi-private	
Restroom / Personel Lockers - Men's	1	675	675		1	890	890	215			
Restroom / Personel Lockers - Women's	1	240	240		1	240	240	0			
Restroom / Battalion Chief lockers	1	220	220		1	220	220	0			
Laundry Room (Linen / Clothing)					1	100	100	100			
General Storage			0			0	0				
Area Subtotals (Sq. Ft.)			3173			4548	1375				
Building Support Spaces										Remarks	
Mechanical / Electrical Service Areas	1	325	325		1	325	325	0			
Outdoor Storage	1	200	200		1	200	200	0		Also includes Haz-mat	
Mezzanine: Training / Storage / Mech			0				0	0			
			0		0	400	0	0			
Area Subtotals (Sq. Ft.)			525			525	0				
TOTAL USABLE AREA			13574			16590	3016				
Circulation Spaces / Grossing Factor (16%)			2267			2654	483				
GROSS FLOOR AREA			15,841			19,244	3,499				
		Ex CDs	17,100								
Exterior Spaces										Remarks	
Outdoor Patio	1	300	300	150			0				
Generator Space	1	200	200				0				
Storage Garage / Barn					1	400	400	400		w lean-to (4) 30 ft Trailers	
Future Considerations										Remarks	
Storm Shelter	1	300	300				0			Provide facilities within shelter area	
The Program was established as an initial guide to work with the Department to plan a facility that solves their needs. The actual spaces and sizes will vary and the program will be finalized in the graphic building layout.											





PARTNERS in Architecture, PLC



City of Dearborn Heights

Project No. 25-107 February 11, 2026

Fire Department Headquarters

Dearborn Heights, Michigan

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Approved for the Agenda of:	APPROVED
2/17/2026	Motion No. 26-068

11.A.



Mayor's Office

TO: Honorable City Council Members

FROM: Mohamad Baydoun, Mayor

DATE: February 12, 2026

RE: Mayor Baydoun - Temporary Food Truck/Tent/Cart Licenses - 30 Day Licenses

Honorable Council:

Attached for your review and approval is a resolution regarding a process for 30 day temporary food uses and licenses at specific locations.

Respectfully,
Mayor Mo Baydoun

Attachments:

1. 30 Day Food License

Resolution Regarding City Council Approval of Process for 30 Day Temporary Food
Uses and Licenses at Specific Locations

Resolution/Motion No. _____

At a regular meeting of the City of Dearborn Heights City Council held on October 11, 2022, the following resolution was offered:

WHEREAS, the City Council previously adopted Motion 22-095 and Motions 22-121, 22-424, 23162, 23-504, 24-160, 24-441, 25-171, and 25-524 regarding food trucks and the proposed Food Truck Ordinance;

WHEREAS, Motion 22-095 referred matters regarding food trucks and the proposed Food Truck Ordinance to a Study Session;

WHEREAS, Motion 22-095 also directed the Administration to take all actions necessary for the City Council to temporarily approve specific limited food truck uses on a temporary basis pursuant to City Code Section 36-254(e); stated that the City Council's temporary approval of specific, limited food truck uses on a temporary basis shall not be deemed to be permanent approval of such food truck uses; and further stated that such City Council temporary approvals shall lapse pursuant to the temporary approval process with the process no longer being used upon the adoption of a Food Truck Ordinance;

WHEREAS, it became apparent at the Study Session that Motion 22-095 did not fully address all of the complexities related to these matters and also did not fully address the City Council's concerns regarding food trucks and other temporary food uses at specific locations;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Dearborn Heights adopts this Resolution Regarding City Council Approval of Process for 30 Day Temporary Food Uses and Licenses at Specific Locations (hereafter "Resolution") and establishes the following process for City Council approval of temporary food uses and transient merchant business licenses at specific locations within the City:

I. Generally

A. An applicant successfully completing this process will be granted temporary permission for a period of thirty days (30) days to engage in the approved temporary food use at the approved specific location in the City of Dearborn Heights (hereafter "City"). Further, the successful applicant will also be given a transient merchant business license to engage in the approved temporary food use at the approved specific location in the City.

B. To qualify to use this process, the temporary food use has to be a food truck, a food tent, or a food cart.

C. To qualify to use this process, the applicant must either (A) be the owner or legal occupant of the specific location who has the authority to decide whether the use can take place

at the location or (B) have the written permission of the owner or legal occupant of the location who has such authority.

D. To successfully complete this process, the applicant must first obtain preliminary, conditional approval of the proposed use from the City's Department of Building and Engineering (hereafter "Building Department") pursuant to City Code Section 36-254(e) as more fully described below. Such preliminary conditional approval is conditioned upon the applicant receiving the remaining, required approvals in the process set forth in this Resolution.

E. To successfully complete this process, the applicant must then obtain preliminary conditional approval of a proposed transient merchant business license from the City Clerk's Office (hereafter "City Clerk") pursuant to City Code Chapter 8, Article I. as more fully described below. Such preliminary, conditional approval is conditioned upon the applicant receiving the remaining, required approval in the process set forth in this Resolution.

F. To successfully complete this process, the applicant must then obtain final approval from the City Council as more fully describe below.

G. Motion no. 25-524 remains in full effect.

II. Building Department Preliminary, Conditional Approval

A. Prior to obtaining preliminary, conditional approval of the proposed use from the Building pursuant to City Code Section 36-254(e), the applicant must (A) submit to the Building Department all documents and/or things required by the Building Department for it to evaluate the proposed use pursuant to City Code Section 36-254(e); (B) pay the required, non-refundable fee of one hundred eighty (\$180.00) for the Building Department's consideration of the proposed use; and (C) post the required performance bond of five hundred (\$500) to assure proper clean-up pursuant to City Code Section 36-254(e)(1)d.

B. The Building Department shall evaluate the proposed use pursuant to City Code Section 36-254(e). The Building Department shall conditionally approve the proposed use if it meets the requirements of the City Code Section 36-254(e) and all other requirements of law. Otherwise, the Building Department shall not conditionally approve the proposed use.

III. City Clerk Preliminary, Conditional Approval

A. Prior to obtaining preliminary, conditional approval of the proposed transient merchant business license from the City Clerk pursuant to City Code Chapter 8, Article 1., the applicant must (A) submit to the City Clerk all documents and/or things required by the City Clerk for her to evaluate the proposed transient merchant business license pursuant to City Code Chapter 8, Article I. and (B) pay the required, non-refundable fee of one hundred fifty (\$150.00) for the City Clerk's consideration of the proposed license.

B. The City Clerk shall evaluate the proposed transient merchant business license pursuant to City Code Chapter 8, Article I. The City Clerk shall conditionally approve the proposed license if it meets the requirements of City Code Chapter 8, Article I, and all other requirements of law. Otherwise, the City Clerk shall not conditionally approve the proposed license.

IV. City Council Final Approval

A. Provided the applicant's proposed use and proposed transient merchant business license have received preliminary, conditional approvals respectively from the Building Department and the City Clerk, then the proposed use and proposed transient merchant business license shall be submitted to the City Council for its final approval. No additional fee shall be paid by the applicant for the City Council's consideration of the requested use and the requested license.

B. The City Council shall evaluate the proposed use pursuant to City Code Section 36-254(e) and the proposed transient merchant business license pursuant to City Code Chapter 8, Article I. The City Council shall approve the proposed use if it meets the requirements of City Code Section 36-254(e) and all other requirements of law. The City Council shall approve the proposed license if it meets the requirements of City Code Chapter 8, Article I. and all other requirements of law. Otherwise, if the proposed use or the proposed license fails to meet any such requirements, then City Council shall not approve the proposed use or the proposed license.

C. If the City Council approves both the proposed use and the proposed license, then the Building Department and the City Clerk shall promptly issue appropriate documents to the applicant showing that the use and the license were approved.

V. Disposition of Performance Bond

A. If the applicant withdraws its application for the proposed use or the proposed license at any point prior to the City Council's final approval of the proposed use and the proposed license, then the performance bond required pursuant to City Code Section 36-254(e)(1)d. shall be promptly refunded to the applicant.

B. If the City Council does not approve the proposed use or the proposed license, then the performance bond required pursuant to City Code Section 36-254(e)(1)d. shall be promptly refunded to the applicant.

C. If the performance bond does not need to be used to assure proper clean-up, then the performance bond shall be promptly refunded to the applicant after the use and the license have expired and after the Building Department has confirmed that the bond does not need to be used to assure proper clean-up.

D. If the performance bond does need to be used to assure proper clean-up, then the performance bond shall be used only to the extent necessary to assure proper clean-up. Any remaining portion the performance bond that does not need to be used to assure proper clean-up shall be promptly refunded to the applicant after the following conditions have been met: (1) the use and the license have expired; (2) the Building Department has assured proper clean-up has occurred; and (3) the Building Department has confirmed that the proper clean-up has been paid for.

BE IT FURTHER RESOLVED that the process set forth in this Resolution for City Council approval of temporary food uses at specific locations in the City shall no longer apply upon the adoption and publication of a Food Truck Ordinance.

CERTIFICATION

I hereby certify that the foregoing is a true and correct copy of this resolution accepted and approved by the Council for the City of Dearborn Heights at a special meeting of the Council held on the 17th day of February 2026.

Date: February 17, 2026.

Lynne M. Senia, City Clerk

CITY OF DEARBORN HEIGHTS

Business License Application

****Please Print Clearly and Legibly****

2/15/26

Date of Application

BUSINESS INFORMATION

Name of Business: Cinnabon Food Truck (BMK Ventures LLC)

Business Address: 27300 Cherry Hill Rd City: Dearborn Heights Zip Code: 48127

Phone Number: 3138501666

BUSINESS OWNER INFORMATION

Business Owner: Mohamed Khanafer Phone Number: 3138501666

Owner Address: [REDACTED]

WHICH ADDRESS WOULD YOU LIKE USED FOR MAILING PURPOSES?

☐ BUSINESS ADDRESS

☒ OWNER ADDRESS

DESCRIPTION OF BUSINESS ACTIVITY

Food Truck - Cinnabon

SIGNATURE OF APPLICANT [Signature]

NOTICE

Prior to the issuance of a business license the **WATER BILL** and **PERSONAL PROPERTY TAX** for the property must be paid up-to-date or be on an acceptable payment plan. In addition, there must be a current **CERTIFICATE OF OCCUPANCY** on the building (this document can be obtained from the Building Department).

Information Provided

Name : Mohamed Khansfer
Date of Birth :
Gender :
Race :
Reason :
Amount Paid :
Order Date :
Miscellaneous No :
[REDACTED]

Based on the information provided, the following is a result of a search of the Michigan State Police criminal history files as of 2/15/2026 7:14:18 PM:

Important: Information Contained in this Record

THE RECORD RESULT PROVIDED IS BASED ON A DATA MATCH AS EXPLAINED ON THE ICHAT HOME PAGE. THE ICHAT SYSTEM HAS LIMITATIONS THAT MAY CAUSE FALSE POSITIVES OR FALSE NEGATIVES. PLEASE REVIEW THE RESULTS CAREFULLY AND DO NOT TAKE ADVERSE ACTION BASED SOLELY ON THIS RECORD. IF YOU CANNOT DETERMINE THESE RESULTS DO NOT BELONG TO THIS INDIVIDUAL, AND THE INDIVIDUAL IS DISPUTING THE RECORD, PLEASE PROVIDE THAT INDIVIDUAL WITH A COPY OF THIS REPORT AND OFFER THAT INDIVIDUAL THE OPPORTUNITY TO PERFORM A RECORD CHALLENGE BY SUBMITTING FINGERPRINTS. THE PROCEDURES ARE EXPLAINED AT THE BOTTOM OF THIS PAGE. SINCE ARREST CONVICTIONS, OR CRIMINAL RECORD DELETIONS MAY OCCUR AT ANY TIME, DO NOT USE THIS INFORMATION FOR FUTURE CLEARANCES.

[REDACTED]

[REDACTED]



Invoice #: 00015661 License #: BL-26-000014949 License Type: BUSINESS LICENSE Application Date: 02/17/2026 Expiration Date: 03/19/2026

Fee Items	Amount
TRANSIENT MERCHANT 30 DAYS 150.00	\$150.00

PAID
CITY OF DEARBORN HEIGHTS

FEB 17 2026

BY _____ CK # _____

CITY OF DEARBORN HEIGHTS
6045 FENTON
DEARBORN HEIGHTS, MI 48127
Phone : 313-791-3410

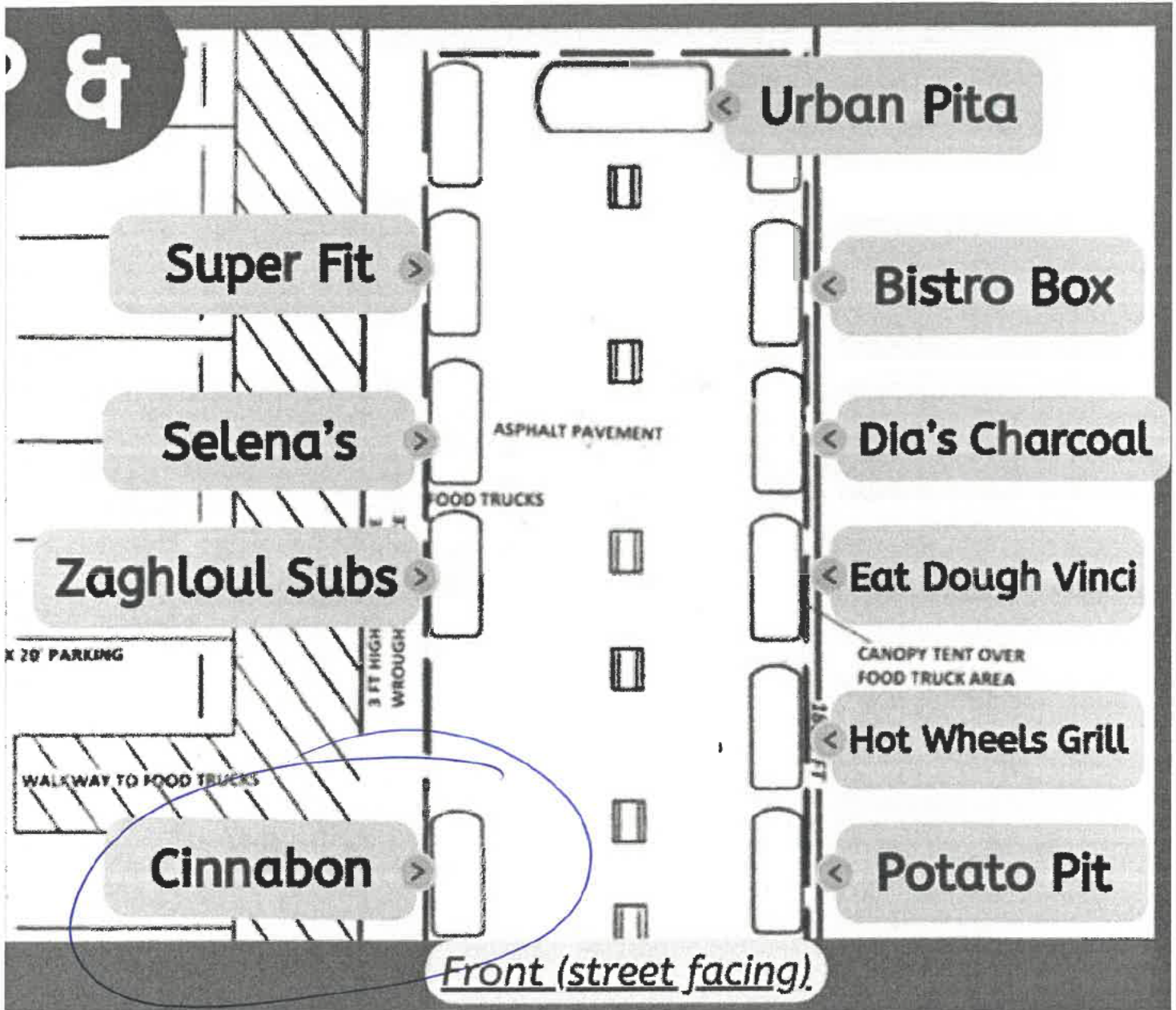
Received From:
CINNABON FOOD TRUCK (BMK VENTURES LL
MOHAMED KHANAFER
Date: 02/17/2026 Time: 11:44:28 AM
Posting Date: 02/17/2026
Receipt: 1198105
Cashier: nnoureddin

ITEM REFERENCE	AMOUNT
BL BUSINESS LICENSING 00015661	\$150.00
TOTAL	\$150.00
	\$150.00
Total Tendered:	\$150.00
Change:	\$0.00

Billing/Invoice Date: 02/17/2026
Total Due: \$150.00

CINNABON FOOD TRUCK (BMK VENTURES LLC)





BUILDING & ENGINEERING
DEPARTMENT

APPROVED

ER

DATE

2-17-24

State of Michigan
Department of Agriculture &
Rural Development
Bureau of Food Safety and
Animal Health

Expires: 04/30/2026

SEAL OF THE STATE OF MICHIGAN
HKJ DETROIT LLC

FOOD SERVICE - SPECIAL
TRANSITORY FOOD UNIT

Disc 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000



Dr. Tim Boring
Director

HKJ DETROIT LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/29/2025

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

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

PRODUCER  Jeff Samford [Redacted] Dearborn Heights MI 481252948		CONTACT NAME: Jeff Samford PHONE: [Redacted] FAX (A/C. No.): [Redacted] E-MAIL: [Redacted] ADDRESS: [Redacted]	
INSURED BMK VENTURES LLC [Redacted] DEARBORN MI 481281289		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Fire and Casualty Company NAIC # 25143 INSURER B: State Farm Mutual Automobile Insurance Company 25178 INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC OTHER:	N	N	[Redacted]	05/28/2025	05/28/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	[Redacted]	07/01/2025 07/01/2025	01/01/2026 01/01/2026	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	N/A		[Redacted]	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	[Redacted]	07/01/2025	07/01/2026	☒ PER STATUTE ☐ OTH-ER \$ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

This form was system-generated on 09/29/2025

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Lease Agreement

This Food Truck Lease Agreement (hereinafter referred to as the "**Agreement**") is made on 2/2/2026, 2026, by and between:

AAA Food Service 1, LLC d/b/a "The Heights Food Park", hereinafter referred to as the "**Lessor**", and

BMK VENTURES LLC, hereinafter referred to as the "**Lessee**".

1. Premises & Purpose

The Lessor agrees to lease to the Lessee a designated parking space located at 27300 Cherry Hill Road, Dearborn Heights, MI 48127, for the sole purpose of operating a food truck or stand.

2. Term

The lease term shall begin on February 17th, 2026 and end on March 18th, 2026 – unless terminated earlier in accordance with this Agreement.

3. Rent & Payment

The Lessee agrees to pay the Lessor \$2,250.00 for the lease term. Payment is due in full on February 4th, 2026 to secure the space. If payment is not received by the agreed deadline, this Agreement is subject to termination at the discretion of the Lessor.

4. Utilities & Services

Unless otherwise agreed in writing, the Lessee is responsible for providing their own power and water. If utilities or services are provided by the Lessor, the Lessee agrees to pay any associated usage fees.

4A. Included Services & Equipment

As part of the lease fee, the Lessor agrees to provide the following for the Lessee's use during the lease term:

- One (1) designated food truck parking space;
- Dumpster*;
- Heated tent covering the common dining area;
- Tables and chairs for customer seating;
- Overhead lighting within the tented area.

All listed items remain the property of the Lessor. The Lessee agrees to use all provided equipment responsibly and will be liable for any damage caused by misuse, negligence, or improper operation.

*Please note dumping food waste from individual food trucks into the dumpster is the responsibility of Lessee.

5. Compliance & Permits

The Lessee shall maintain all required licenses, permits, and approvals necessary to operate a food truck/stand business. The Lessee must comply with all applicable federal, state & local laws, health codes, and safety regulations.

The Lessee shall provide proof of general liability insurance naming the Lessor as Additional Insured prior to the start date of the lease term. The Lessee is required to maintain general liability insurance for the duration of this Agreement.

6. Maintenance & Cleanliness

The Lessee shall keep the leased space clean, orderly, and free of hazards. Any damage to the property caused by the Lessee or their operations shall be repaired at the Lessee's expense.

7. Indemnification

The Lessee agrees to indemnify and hold harmless the Lessor from any claims, damages, losses, or liabilities arising out of the Lessee's operations or use of the premises.

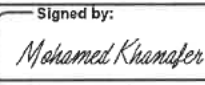
8. Termination

The Lessor may terminate this Agreement with one (1) day written notice if the Lessee violates applicable laws or breaches any terms of this Agreement.

9. Entire Agreement

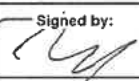
This Agreement constitutes the entire understanding between the parties. Any modification must be signed by both parties.

Lessee Name: Mohamed Khanafer

Lessee Signature: 
Signed by: Mohamed Khanafer
18507D95FD7F42D...

Date: 2/2/2026

Lessor Name: Adam Fakhoury

Lessor Signature: 
Signed by: Adam Fakhoury
C41BB7F0634C47B...

Date: 2/2/2026

CITY OF DEARBORN HEIGHTS APPLICATION FOR TEMPORARY FOOD TRUCK/TENT/CART LICENSE APPLICATION

NAME OF APPLICANT Baha PHONE # [REDACTED]

APPLICANT ADDRESS [REDACTED] CITY, STATE, ZIP Dearborn, MI

CITIZENSHIP U.S EMAIL ADDRESS [REDACTED]

DRIVERS LICENSE # [REDACTED]

BUSINESS NAME DoughVinci Pizza PHONE # 313-807-273

LOCATION WITHIN THE CITY (ADDRESS & ZIP CODE) 27300 Cherry Hill Rd, DRBN HTS, MI

TYPE OF VEHICLE TO BE USED Food Trailer VEHICLE PLATE # F173958
(if applicable) (if applicable)

HAS THE ABOVE PERSON EVER BEEN CONVICTED OF:

A FELONY: YES _____ NO X A MISDEMEANOR: YES _____ NO X

IF YES, BRIEFLY STATE REASON (S) _____

The applicant voluntarily and knowingly is signing this application with full admission and acknowledgment that operating the food truck and/or tent is not in violation of any terms or conditions of probation or parole, if applicable, and is signing under pains and penalties of perjury.

SIGNATURE: [Signature] DATE: 2/5/26

FOR CLERK'S OFFICE USE ONLY

BACKGROUND CHECK:

APPROVED BY: _____ DISSAPPROVED BY: _____

DATE: _____ DEPARTMENT REMARKS: _____

PLEASE SEE NEXT PAGE FOR ADDITIONAL REQUIREMENTS



ICHAT

INTERNET CRIMINAL HISTORY ACCESS TOOL

BROUGHT TO YOU BY



Information Provided

Name : Baha Aldin Agassi
Date of Birth :
Gender :
Race :
Reason :
Alias Name 1 :
Amount Paid :
Order Date :
Miscellaneous No :
[REDACTED]

A SEARCH OF MICHIGAN'S CRIMINAL HISTORY FILE HAS NOT LOCATED A CRIMINAL RECORD THAT EXACTLY MATCHES THE INFORMATION THAT YOU HAVE PROVIDED.

DATE PRINTED:1/29/2026

Page 1



Invoice #: 00015662 License #: BL-26-000014950 License Type: BUSINESS LICENSE Application Date: 02/17/2026 Expiration Date: 03/19/2026

Fee Items	Amount
TRANSIENT MERCHANT - 30 DAYS	150.00

PAID
CITY OF DEARBORN HEIGHTS
FEB 17 2026
BY _____ CK # _____

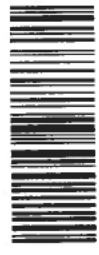
CITY OF DEARBORN HEIGHTS
6045 FENTON
DEARBORN HEIGHTS, MI 48127
Phone : 313-791-3410

Received From: DOUGHVINCI PIZZA
BAHA AGASSI
Date: 02/17/2026 Time: 12:12:52 PM
Posting Date: 02/17/2026
Receipt: 1198133
Cashier: nnoureddin

ITEM REFERENCE	AMOUNT
BL BUSINESS LICENSING 00015662	\$150.00
TOTAL	\$150.00
CASH COMERICA	\$160.00
Total Tendered:	\$160.00
Change:	\$10.00

Billing/Invoice Date: 02/17/2026
Total Due: \$150.00

DOUGHVINCI PIZZA
316 S VERNON
DEARBORN, MI 48124





Michigan Department of Agriculture
and Rural Development
Bureau of Food Safety and Animal Health

PK Copy
RECEIVED

NOV 20 2025

Wayne County HVCW
Environmental Health

Thompson

Food Service License New Application

License Application must be completed in accordance with provisions of the Michigan Food Law,
Public Act 92 of 2000, as amended.

LICENSING PERIOD DATES – JANUARY 16, 2025 TO APRIL 30, 2026

WCHD TRACKING # [REDACTED]

SECTION A: ORGANIZATION DETAILS

Organization/Owner Name (Name of LLC, Corporation, Individual Owner, etc.)

Zaibatsu 2 LLC

Business Email

doughvincipizza@gmail.com

Business Phone Number (###)###-####

313 367 6663

Mailing Address

6929 N Vernon St

City

Dearborn Heights

State

MI

Zip Code

48127

SECTION B: LICENSE DETAILS

License Type (Select One)

- ☐ Food Service - Fixed Establishment ☐ Food Service - Mobile Establishment
☐ Food Service - Mobile Commissary ☒ Food Service - Special Transitory Food Unit

Location Name (Enter the Business or Establishment Name, Include the Store Number if Applicable)

Dough Vinci Pizza

Location Street Address

6929 N Vernon St

Location City

Dearborn Heights

Location State Location Zip

MI

48127

Location Phone Number (###)###-####

313 367 6663

Seasonal License

☐ Yes ☒ No

MOBILE ESTABLISHMENT INFORMATION

Business Name on Vehicle

VIN Number

Vehicle Make

License Plate No. & State

Commissary/Related License Number

SECTION C: PAYMENT INFORMATION

Total Fee Due

\$155.00

Mail Application and
Make Checks Payable to:

WAYNE COUNTY HEALTH DEPARTMENT
33030 VAN BORN RD
WAYNE MI 48184

**SECTION D: AUTHORIZED AGENT
INFORMATION**

Authorized by the Owner to Manage the License
Enter the Name and Information of the Owner or Agent

Contact Name

Ahmed Alqassid

Phone Number (###)###-####

313 367 6663

Email

alqassid@gmail.com

Title

OWNER

Signature of Authorized Agent

I Certify That This Information Is Accurate

Date (MM/DD/YYYY)

11-20-2025

INTERNAL USE ONLY

Amount Received

\$155.00

Date Received (MM/DD/YYYY)

11/20/2025

Check/Transaction/Receipt Number

Decal Number

LHD County and Number

WAYNE 4882

Exemptions

☐ State ☐ Local ☐ Veteran

Signature of Health Department Representative

Adrian Pettway

Date (MM/DD/YYYY)

01/30/2026

When obtaining a license in person, you must have the following documents in your possession in hard copy form in order to have your license processed (NO EXCEPTIONS):

☐ Completed Application for Temporary Food Truck/Tent/Cart License

☒ Driver's License or State ID

☒ Copy of applicant's Computerized Criminal History (CCH) (please note there may be a fee associated with this) . <https://apps.michigan.gov>

COST:

Temporary Food Truck/Tent/Cart License: \$150.00

***In addition to the requirements listed above,
the applicant must apply in person at the Clerk's Office.***

Trailer Size 16' x 8'



BUILDING & ENGINEERING
DEPARTMENT

APPROVED

ER

2-17-24





Michigan Department of Agriculture
and Rural Development
Bureau of Food Safety and Animal Health

Food Service License New Application

License Application must be completed in accordance with provisions of the Michigan Food Law,
Public Act 92 of 2000, as amended.

LICENSING PERIOD DATES – JANUARY 16, 2025 TO APRIL 30, 2026

PK COPY
RECEIVED

NOV 20 2025

Wayne County HVCW
Environmental Health

Murphy

WCHD TRACKING #: [REDACTED]

SECTION A: ORGANIZATION DETAILS

Organization/Owner Name (Name of LLC, Corporation, Individual Owner, etc.)

Zaibatsu 2 LLC

Business Email

doughvincipizza@gmail.com

Business Phone Number (###)###-####

313 367 6663

Mailing Address

6929 N Vernon St

City

Dearborn Heights

State

MI

Zip Code

48127

SECTION B: LICENSE DETAILS

License Type (Select One)

- ☐ Food Service - Fixed Establishment ☐ Food Service - Mobile Establishment
☐ Food Service - Mobile Commissary ☒ Food Service - Special Transitory Food Unit

Location Name (Enter the Business or Establishment Name, include the Store Number if Applicable)

Dough Vinci Pizza

Location Street Address

6929 N Vernon St

Location City

Dearborn Heights

Location State Location Zip

MI

48127

Location Phone Number (###)###-####

313 367 6663

Seasonal License

☐ Yes ☒ No

MOBILE ESTABLISHMENT INFORMATION

Business Name on Vehicle

VIN Number

Vehicle Make

License Plate No. & State

Commissary/Related License Number

SECTION C: PAYMENT INFORMATION

Total Fee Due

\$155.00

Mail Application and
Make Checks Payable to:

WAYNE COUNTY HEALTH DEPARTMENT
33030 VAN BORN RD
WAYNE MI 48184

**SECTION D: AUTHORIZED AGENT
INFORMATION**

Authorized by the Owner to Manage the License
Enter the Name and Information of the Owner or Agent

Contact Name

Ahmed Algassid

Phone Number (###)###-####

313 367 6663

Email

algassid@gmail.com

Title

Owner

Signature of Authorized Agent

I Certify That This Information Is Accurate

Date (MM/DD/YYYY)

11-20-2025

INTERNAL USE ONLY

Amount Received

\$155.00

Date Received (MM/DD/YYYY)

11/20/2025

Check/Transaction/Receipt Number

Decal Number

LHD County and Number

WAYNE 4882

Exemptions

☐ State ☐ Local ☐ Veteran

Signature of Health Department Representative

Adame Kottary

Date (MM/DD/YYYY)

01/30/2026

COMMERCIAL GENERAL LIABILITY COVERAGE PART - OCCURRENCE FORM CERTIFICATE PAGE

IT IS AGREED THAT THIS CERTIFICATE IS ISSUED TO THE CERTIFICATE HOLDER LISTED BELOW TO CERTIFY COVERAGE
UNDER THE COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY LISTED BELOW.

INSURANCE COMPANY: ACCELERANT NATIONAL INSURANCE COMPANY NAMED INSURED: HOSPITALITY & ENTERTAINMENT TRADE ALLIANCE CERTIFICATE HOLDER: ZAIBATSU 2 LLC ADDRESS: 6929 N Vernon St, Dearborn Heights, Michigan 48127 POLICY PERIOD: 02/05/2026 to 02/05/2027 10:15 AM MST at the Address of The Certificate Holder	POLICY NUMBER: CERTIFICATE NUMBER:
--	---

LIMITS OF INSURANCE

General Aggregate Limit (Other than Products-Completed Operations)	\$	2,000,000
Products-Completed Operations Aggregate Limit	\$	2,000,000
Personal and Advertising Injury Limit	\$	1,000,000
General Each Occurrence Limit	\$	1,000,000
Damage to Premises Rented to You Limit	\$	300,000 Any One Premises
Medical Expense Limit	\$	5,000 Any One Person
Professional Coverage Extension	\$	Not Purchased Each Claim
	\$	Not Purchased Aggregate
Professional Coverage Deductible	\$	Not Purchased Each Claim
Liability Deductible		None

FORM OF BUSINESS: Corporation

BUSINESS DESCRIPTION: ; Food Trailer

PREMIUM: \$169.00

TOTAL POLICY COST: \$169.00

CODE NUMBER: XXXXXXXXXX **PREMIUM BASIS:** Gross Sales **EXPOSURE:** Up to \$50,000

BUSINESS DESCRIPTION: Vendor, Distributor, or Manufacturer of food products; Food Trailer

THIS INSURANCE IS SUBJECT TO ALL THE TERMS AND CONDITIONS, INCLUDING APPLICABLE ENDORSEMENTS, OF THE
COMMERCIAL GENERAL LIABILITY INSURANCE MASTER POLICY. A COPY OF THE COMMERCIAL GENERAL LIABILITY
INSURANCE MASTER POLICY ACCOMPANIES THIS CERTIFICATE. ADDITIONAL COPIES WILL BE PROVIDED TO THE
CERTIFICATE HOLDER. PLEASE READ THE POLICY AND ALL ENDORSEMENTS.

NO ADMISSION OF LIABILITY MAY BE MADE EITHER VERBALLY OR IN WRITING

FULL DETAIL OF ANY INCIDENT SHOULD BE SENT IMMEDIATELY BY EMAIL TO CLAIMS@VOPINS.COM OR BY LETTER
TO VERACITY INSURANCE SOLUTIONS, LLC 260 SOUTH 2500 WEST SUITE 303, PLEASANT GROVE, UT 84062.

FORMS AND ENDORSEMENTS applicable to all Coverage Parts and made part of this Policy at time of issue are listed on
the attached Forms and Endorsements Schedule IL 88 01 (11/85).

ADMINISTRATED BY



Veracity Insurance Solutions, LLC
 260 South 2500 West Suite 303
 Pleasant Grove Utah 84062
 888-568-0548
info@flipprogram.com

ADMINISTRATOR'S SIGNATURE: _____

[Handwritten Signature]



Lease Agreement

This Food Truck Lease Agreement (hereinafter referred to as the "**Agreement**") is made on 1/28/2026, 2026, by and between:

AAA Food Service 1, LLC d/b/a "The Heights Food Park", hereinafter referred to as the "**Lessor**", and

Zaibatsu 2 LLC DBA: Dough Vinci Pizza, hereinafter referred to as the "**Lessee**".

1. Premises & Purpose

The Lessor agrees to lease to the Lessee a designated parking space located at 27300 Cherry Hill Road, Dearborn Heights, MI 48127, for the sole purpose of operating a food truck or stand.

2. Term

The lease term shall begin on February 17th, 2026 and end on March 18th, 2026 – unless terminated earlier in accordance with this Agreement.

3. Rent & Payment

The Lessee agrees to pay the Lessor \$2,250.00 for the lease term. Payment is due in full on February 4th, 2026 to secure the space. If payment is not received by the agreed deadline, this Agreement is subject to termination at the discretion of the Lessor.

4. Utilities & Services

Unless otherwise agreed in writing, the Lessee is responsible for providing their own power and water. If utilities or services are provided by the Lessor, the Lessee agrees to pay any associated usage fees.

4A. Included Services & Equipment

As part of the lease fee, the Lessor agrees to provide the following for the Lessee's use during the lease term:

- One (1) designated food truck parking space;
- Dumpster*;
- Heated tent covering the common dining area;
- Tables and chairs for customer seating;
- Overhead lighting within the tented area.

All listed items remain the property of the Lessor. The Lessee agrees to use all provided equipment responsibly and will be liable for any damage caused by misuse, negligence, or improper operation.

*Please note dumping food waste from individual food trucks into the dumpster is the responsibility of Lessee.

5. Compliance & Permits

The Lessee shall maintain all required licenses, permits, and approvals necessary to operate a food truck/stand business. The Lessee must comply with all applicable federal, state & local laws, health codes, and safety regulations.

The Lessee shall provide proof of general liability insurance naming the Lessor as Additional Insured prior to the start date of the lease term. The Lessee is required to maintain general liability insurance for the duration of this Agreement.

6. Maintenance & Cleanliness

The Lessee shall keep the leased space clean, orderly, and free of hazards. Any damage to the property caused by the Lessee or their operations shall be repaired at the Lessee's expense.

7. Indemnification

The Lessee agrees to indemnify and hold harmless the Lessor from any claims, damages, losses, or liabilities arising out of the Lessee's operations or use of the premises.

8. Termination

The Lessor may terminate this Agreement with one (1) day written notice if the Lessee violates applicable laws or breaches any terms of this Agreement.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties. Any modification must be signed by both parties.

Lessee Name: Ahmed Algassid
Signed by:
Lessee Signature: Ahmed Algassid
428D847D000B42F...
Date: 1/27/2026

Lessor Name: Adam Fakhoury
Signed by:
Lessor Signature: [Signature]
C41BB7F0834C47B...
Date: 1/28/2026

**CITY OF DEARBORN HEIGHTS APPLICATION FOR
TEMPORARY FOOD TRUCK/TENT/CART LICENSE APPLICATION**

**Building Department requirements must be met before
Business License can be issued**

NAME OF APPLICANT Brandon Travis PHONE # [REDACTED]
APPLICANT ADDRESS [REDACTED] CITY, STATE, ZIP [REDACTED]
CITIZENSHIP USA EMAIL ADDRESS [REDACTED]
DRIVERS LICENSE # [REDACTED]

BUSINESS NAME Dearborn Nutrition PHONE # 616 490 6615
LOCATION WITHIN THE CITY (ADDRESS & ZIP CODE) 27300 Cherry Hill Rd, Dearborn Heights, MI 48127
TYPE OF VEHICLE TO BE USED _____ VEHICLE PLATE # _____
(if applicable) (if applicable)

HAS THE ABOVE PERSON EVER BEEN CONVICTED OF:
A FELONY: YES _____ NO X A MISDEMEANOR: YES _____ NO X
IF YES, BRIEFLY STATE REASON (S) _____

The applicant voluntarily and knowingly is signing this application with full admission and acknowledgment that operating the food truck and/or tent is not in violation of any terms or conditions of probation or parole, if applicable, and is signing under pains and penalties of perjury.

SIGNATURE: B. Travis DATE: 2-17-26

FOR CLERK'S OFFICE USE ONLY

BACKGROUND CHECK: _____

APPROVED BY: _____ DISSAPPROVED BY: _____

DATE: _____ DEPARTMENT REMARKS: _____

PLEASE SEE NEXT PAGE FOR ADDITIONAL REQUIREMENTS

Invoice #: 00015665
License #: BL-26-000014953
License Type: BUSINESS LICENSE
Application Date: 02/17/2026
Expiration Date: 03/19/2026

Fee Items
 TRANSIENT MERCHANT - 30 DAYS 150.00
Amount \$150.00

CITY OF DEARBORN HEIGHTS
 6045 FENTON
 DEARBORN HEIGHTS, MI 48127
 Phone : 313-791-3410

Received From: 00015665%BI
 Date: 02/17/2026 Time: 2:58:16 PM
 Posting Date: 02/17/2026
 Receipt: 1198260
 Cashier: lvdupree

ITEM REFERENCE	AMOUNT
BL BUSINESS LICENSING 00015665	\$150.00
SUB-TOTAL	\$150.00
Total Tendered:	\$150.00
ORDER #: p1_3T1uPV2ciJEt2igD1Rc4iPgQ	
Credit Card Type Visa	
CC Processing Fee	\$4.92
GENERAL FUND CC	\$154.92
Grand Total:	\$154.92
Change:	\$0.00

Signature

DEARBORN NUTRITION
 2010219 100000
 Ref 0
 Post 1198260
 BY

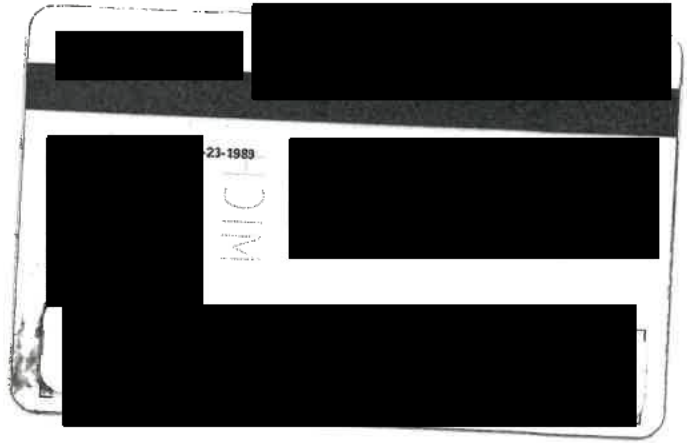
Billing/Invoice Date: 02/17/2026

Total Due: \$150.00



CITY OF DEARBORN HEIGHTS
 Date Entered 02/17/2026 2:58:16 PM





Print

Name : Brandon Travis

Date of Birth
Gender
Race
Reason
Amount Paid
Order Date
Miscellaneous No
Order Number
Confirmation No



A SEARCH OF MICHIGAN'S CRIMINAL HISTORY FILE HAS NOT LOCATED A CRIMINAL RECORD
THAT EXACTLY MATCHES THE INFORMATION THAT YOU HAVE PROVIDED.

Print

A. Operator Information (Electronic Form-Click, Type, Tab & Print)

Name of Temporary Food Establishment (TFE)

Dearborn Nutrition

Name of Owner / Operator

Brandon Travis

B. Event Information

Proposed TFE Location (Number, Street, City)

27300 Cherry Hill Rd, Dearborn Heights

Name of Event (if applicable)

The Heights Food Park

Operation Starts

Date 3/3/20 Time

Operation Ends

Date 3/17/20 Time

TFE will be Set-Up and Ready for Inspection

Date 3/3/20

Time 5pm

Coordinator of Event

Phone No.

()

C. Facility & Operations Information

1. Will ALL foods be prepared at the TFE site?

Yes

No

If no, complete Attachment A

If NO, the operator must provide a copy of the current license for a food establishment outside the jurisdiction of the licensing area.

Home Prepared Foods Not Allowed

2. Describe (be specific) how frozen, cold and hot foods will be transported to the TFE

3. How will food temperatures be monitored during the event?

I have no food

4. Describe the number, location and set-up of handwashing facilities to be used by the TFE workers

portable Handwashing Station.
Hand sanitizer

5. Identify the source of the potable water supply serving your TFE. Describe how water will be supplied to your TFE.

Gallons of water from
the store

6. Describe how electricity will be provided to the TFE. Will it be provided 24 hours a day?

Not sure, Don't need it

**Temporary Food Service Establishment (TFE)
License Application**

Michigan Department of Agriculture

To operate a Temporary Food Establishment in Michigan
As required by Act 92, Public Acts of 2000, as amended

C. Facility & Operations Information (Continued)

7. Describe the floors, walls, ceiling surfaces and lighting within the TFE. How will food be protected during display / service from insects, dust, customers, etc.?

We are outside in a
tent

8. Describe where utensil washing will take place. Describe the equipment and procedures you will use to wash, rinse, sanitize and air dry equipment, utensils and other food preparation surfaces.

Will have 3 small tubes
for washing, Rinsing and
Sanitizing.

9. List the type of sanitizer you will use (you must provide a kit to test the sanitizer concentration)

Sani - tabs

10. Describe how and where wastewater from utensil and hand washing will be collected, stored and disposed.

11. How will cleaners and other chemicals be stored in relation to food supplies and utensils?

In a tote

12. Toilet facilities

Flush

Portable

What type of handwashing facilities are provided for these facilities?

13. Describe the number, location and types of garbage disposal containers at the TFE.

\$249 each



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2025

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

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

PRODUCER 	CONTACT NAME: Michael Salla PHONE: [Redacted] FAX: [Redacted] E-MAIL: [Redacted] ADDRESS: [Redacted]
INSURED Dearborn Nutrition One Llc, Dba: Dearborn Nutrition 	INSURER(S) AFFORDING COVERAGE INSURER A: Spinnaker Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 1154 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD YWVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X X	[Redacted]	03/03/25	03/03/26	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X X	[Redacted]	03/03/25	03/03/26	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER Grindley Stores LLC Nick Jafaar 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



Lease Agreement

This Food Truck Lease Agreement (hereinafter referred to as the "**Agreement**") is made on 1/27/2026, 2026, by and between:

AAA Food Service 1, LLC d/b/a "The Heights Food Park", hereinafter referred to as the "**Lessor**", and

Dearborn Nutrition, hereinafter referred to as the "**Lessee**".

1. Premises & Purpose

The Lessor agrees to lease to the Lessee a designated parking space located at 27300 Cherry Hill Road, Dearborn Heights, MI 48127, for the sole purpose of operating a food truck or stand.

2. Term

The lease term shall begin on February 17th, 2026 and end on March 18th, 2026 – unless terminated earlier in accordance with this Agreement.

3. Rent & Payment

The Lessee agrees to pay the Lessor \$2,250.00 for the lease term. Payment is due in full on February 4th, 2026 to secure the space. If payment is not received by the agreed deadline, this Agreement is subject to termination at the discretion of the Lessor.

4. Utilities & Services

Unless otherwise agreed in writing, the Lessee is responsible for providing their own power and water. If utilities or services are provided by the Lessor, the Lessee agrees to pay any associated usage fees.

4A. Included Services & Equipment

As part of the lease fee, the Lessor agrees to provide the following for the Lessee's use during the lease term:

- One (1) designated food truck parking space;
- Dumpster*;
- Heated tent covering the common dining area;
- Tables and chairs for customer seating;
- Overhead lighting within the tented area.

All listed items remain the property of the Lessor. The Lessee agrees to use all provided equipment responsibly and will be liable for any damage caused by misuse, negligence, or improper operation.

*Please note dumping food waste from individual food trucks into the dumpster is the responsibility of Lessee.

5. Compliance & Permits

The Lessee shall maintain all required licenses, permits, and approvals necessary to operate a food truck/stand business. The Lessee must comply with all applicable federal, state & local laws, health codes, and safety regulations.

The Lessee shall provide proof of general liability insurance naming the Lessor as Additional Insured prior to the start date of the lease term. The Lessee is required to maintain general liability insurance for the duration of this Agreement.

6. Maintenance & Cleanliness

The Lessee shall keep the leased space clean, orderly, and free of hazards. Any damage to the property caused by the Lessee or their operations shall be repaired at the Lessee's expense.

7. Indemnification

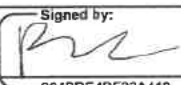
The Lessee agrees to indemnify and hold harmless the Lessor from any claims, damages, losses, or liabilities arising out of the Lessee's operations or use of the premises.

8. Termination

The Lessor may terminate this Agreement with one (1) day written notice if the Lessee violates applicable laws or breaches any terms of this Agreement.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties. Any modification must be signed by both parties.

Lessee Name: Brandon Travis
Lessee Signature: 
Date: 1/27/2026

Lessor Name: Zina merhi
Lessor Signature: 
Date: 1/27/2026

**CITY OF DEARBORN HEIGHTS APPLICATION FOR
TEMPORARY FOOD TRUCK/TENT/CART LICENSE APPLICATION**

**Building Department requirements must be met before
Business License can be issued**

NAME OF APPLICANT Ayah Hammond PHONE # 313

APPLICANT ADDRESS [REDACTED]

CITIZENSHIP USA EMAIL ADDRESS [REDACTED]

DRIVERS LICENSE # [REDACTED]

BUSINESS NAME Bay bites LLC ~~Bay bites LLC~~ PHONE # 313-433-7165

LOCATION WITHIN THE CITY (ADDRESS & ZIP CODE) 27300 Cherry Hill Dearborn HTS, MI

TYPE OF VEHICLE TO BE USED _____ VEHICLE PLATE # _____
(if applicable) (if applicable)

HAS THE ABOVE PERSON EVER BEEN CONVICTED OF:

A FELONY: YES _____ NO X A MISDEMEANOR: YES _____ NO X

IF YES, BRIEFLY STATE REASON (S) _____

The applicant voluntarily and knowingly is signing this application with full admission and acknowledgment that operating the food truck and/or tent is not in violation of any terms or conditions of probation or parole, if applicable, and is signing under pains and penalties of perjury.

SIGNATURE: [Signature] DATE: 2-17-26

FOR CLERK'S OFFICE USE ONLY

BACKGROUND CHECK:

APPROVED BY: _____ DISSAPPROVED BY: _____

DATE: _____ DEPARTMENT REMARKS: _____

PLEASE SEE NEXT PAGE FOR ADDITIONAL REQUIREMENTS

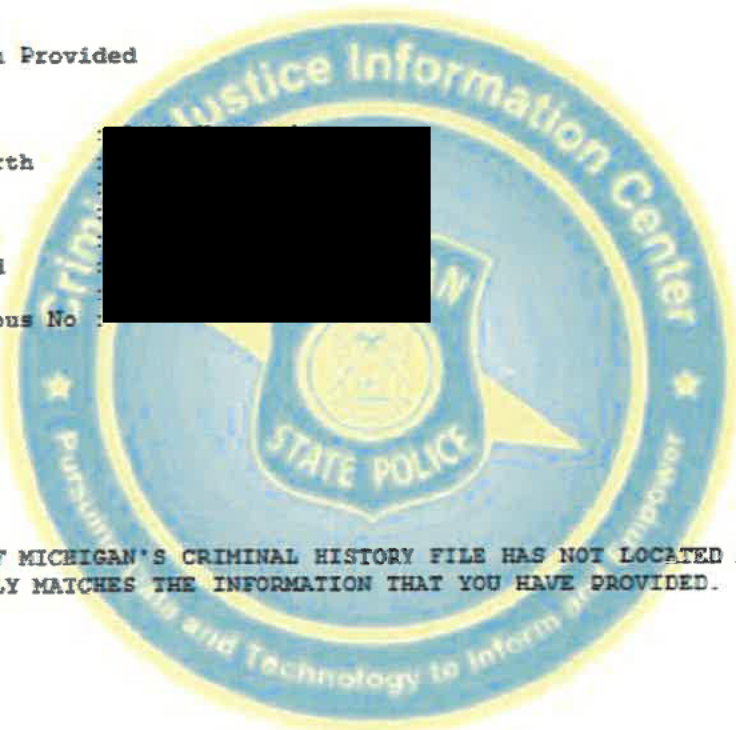
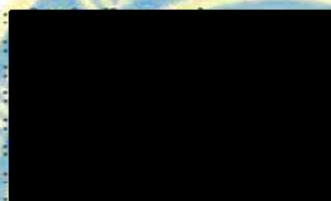
4:38

10m



Information Provided

Name
Date of Birth
Gender
Race
Reason
Amount Paid
Order Date
Miscellaneous No



A SEARCH OF MICHIGAN'S CRIMINAL HISTORY FILE HAS NOT LOCATED A CRIMINAL RECORD THAT EXACTLY MATCHES THE INFORMATION THAT YOU HAVE PROVIDED.



Invoice #: 00015670

License #: BL-26-000014957

License Type: BUSINESS LICENSE

Application Date: 02/17/2026

Expiration Date: 03/19/2026

Fee Items

TRANSIENT MERCHANT - 30 DAYS 150.00

\$150.00

Amount

CITY OF DEARBORN HEIGHTS
6045 FENTON
DEARBORN HEIGHTS, MI 48127
Phone : 313-791-3410

Received From: SELENA'S TAQUERI
SELENA BERRY
Date: 02/17/2026 Time: 4:54:28 PM
Posting Date: 02/17/2026
Receipt: 1198345
Cashier: lvdupree

ITEM REFERENCE	AMOUNT
BL BUSINESS LICENSING 00015668	\$150.00
BL BUSINESS LICENSING 00015669	\$150.00
BL BUSINESS LICENSING 00015670	\$150.00
SUB-TOTAL	\$450.00
Total Tendered:	\$450.00
ORDER #: pi_3T1wDx2ciJEt21gD1LG1TuK8	
Credit Card Type Visa	
CC Processing Fee	\$13.78
GENERAL FUND CC	
Grand Total:	\$463.78
Change:	\$0.00

Signature

BAYBITES LLC

02/17/2026 04:54:28 PM
00015670 1198345
00015670 1198345

5217819 0002/17/2026 04:54:28 PM
CITY OF DEARBORN HEIGHTS
CITY OF DEARBORN HEIGHTS

Billing/Invoice Date:

02/17/2026

Total Due:

\$150.00



Michigan Department of Agriculture and Rural Development (MDARD)
Notification of Intent to Operate a Special Transitory Food Unit (STFU)

Must be received four (4) days prior to event.

Name of STFU Unit:

Baybites LLC

License
Number: _____
Cell
Number: _____

Name of Operator: _____

Business Address: _____

Email Address: _____

OK to
Text?:

Yes ☒ No ☐

Name of Event:

The Heights Food Park

Operation: Start Date:

2/18/26 End Date: 3/18/26

Hours of Operation:

8:30 pm - 2 am

Location of Operation: (Be specific)

Operation Site: _____

Address:

27300 Cherry Hill

City:

Dearborn heights

County:

Wayne

Name of the Local Health Department (LHD) where STFU is licensed: _____

Or

(See back for agency choices)

If MDARD licensed, list the county where licensed: _____

Are you requesting a paid evaluation? Yes

☐

(county)

No

☐

Michigan's Food Law (Act 92 of 2000, as amended) states that an STFU license holder shall:

- **While in operation, request and receive two evaluations per licensing year spaced generally over the span of the operating season. These must be done while the STFU is operating at an event. Do not wait until the end of the year to get these done! When possible, schedule at least one with the LHD that processes your license.**
- A LHD and MDARD shall charge a fee of \$90.00 for such an evaluation.
- Send a copy of all evaluation reports to **the LHD that processes your license** within 30 days after receipt.
- Before serving food within the jurisdiction of a LHD, notify the LHD in writing of each location in the jurisdiction at which food will be served and the dates and hours of service. The license holder shall mail the notice by first-class mail, fax, email, or hand-deliver the notice not less than 4 business days before any food is served or prepared for serving within the jurisdiction of the LHD. Contact information for LHDs is on the back of this form.

FOR LHD / MDARD USE:

Date of receipt of Notification _____

7436 OAKLAND
DETROIT, MI 48211
(586) 339-2862

7436 OAKLAND
DETROIT, MI 48211
(586) 339-2862



JOB DESCRIPTION

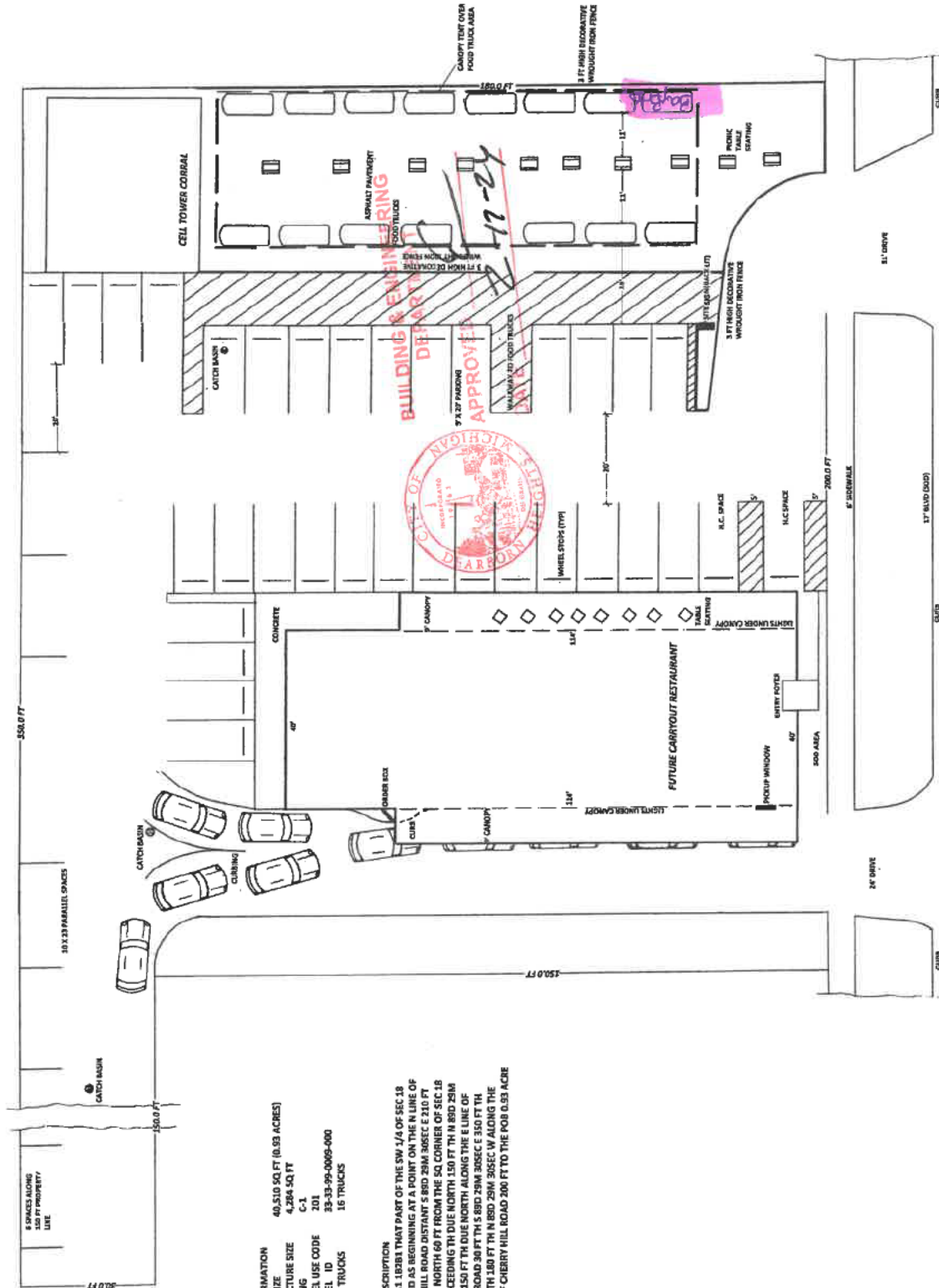
**ADD FOOD
TRUCK COURT
& FUTURE
CARRYOUT
RESTAURANT
27300 CHERRY HILL
DEARBORN HTS, MI
48127**

SHEET DESCRIPTION

**PROPOSED
SITE PLAN**

SHEET
A-000

SCALE 3/32" = 1 FT



SITE INFORMATION

*** SITE SIZE	40,510 SQ FT (0.93 ACRES)
*** STRUCTURE SIZE	4,284 SQ FT
*** ZONING	C-1
*** PARCEL USE CODE	201
*** PARCEL ID	33-33-99-0009-000
*** FOOD TRUCKS	16 TRUCKS

LEGAL DESCRIPTION

18M1B2A1-10B1 THAT PART OF THE SW ¼ A OF SEC 18
T8N R9E AS BEGINNING AT A POINT ON THE N LINE OF
CHERRY HILL ROAD S 85D 25' 30SEC E 2.10 FT
AND CHERRY HILL ROAD FROM THE SQ CORNER OF SEC 18
AND NORTH 60° FT DISTANT TO THE SQ CORNER OF SEC 18
AND PROCEEDING TH DUE NORTH 150 FT TH N 80D 25M
30SEC W 150 FT TH DUE NORTH ALONG E 150 FT TH
W 150 FT TH DUE SOUTH 30 FT TH S 85D 25M 30SEC E 150 FT TH
DUE SOUTH 180 FT TH N 80D 25M 30SEC W ALONG THE
N LINE OF CHERRY HILL ROAD 300 FT TO THE POB 0.93 ACRES.



FIREFLY AGENCY, LLC
4694 CEMETERY ROAD, SUITE 404
HILLIARD, OH 43026
Phone: (614) 761-2825
Fax: (617) 495-0151

To: BAYBITES, LLC

*** BINDER ***
08/26/2025

From: Laiyla Chahine

Renewal Of: NEW

Insured: BAYBITES, LLC

Mailing
Address:

**NOTE: This policy will be billed by the Company in 3 installments. Do not bill or collect the down payment.
Next year's renewal is set up to be Direct Billed.**

Thank you for your order to bind. We appreciate your business! We have bound the below coverage. Policy to Follow Shortly

**THIS POLICY IS SUBJECT TO RECEIPT OF THE FOLLOWING INFORMATION WITHIN 21 DAYS OF THE INCEPTION
DATE OF COVERAGE**

- Our completed & signed application; or
- A completed & signed ACORD application as long as all underwriting information needed has been provided to us; or
- A completed & signed application from another company as long as all underwriting information needed has been provided to us.

POLICY INFORMATION

COMMERCIAL PACKAGE POLICY

Policy Number:
Policy Period:
Carrier:
Status:
A.M. Best Rating:

COVERAGE PART

PREMIUM

Commercial Liability		\$375.00
Each Occurrence Limit	\$1,000,000	
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000	
Medical Expense (Any One Person)	\$5,000	
Damages To Premises Rented To You (Any One Premises)	\$100,000	
Products/Completed Operations Aggregate Limit	Included	
General Aggregate Limit	\$2,000,000	
Commercial Inland Marine		\$351.00
Scheduled Concession Stand-Mobile	\$5,000	
Equipment Breakdown - Inland Marine	Included	

POLICY PREMIUM (This premium may be subject to adjustment.) **\$726.00**

COVERED LOCATION(S)

APPLICABLE FORMS & ENDORSEMENTS

The following forms apply to multiple coverage parts

IL0017 11/98	Common Policy Conditions	IL0021 09/08	Nuclear Energy Liability Exclusion Endorsement
IL0286 04/17	Michigan Changes - Cancellation and Nonrenewal	IL0935 07/02	Exclusion Of Certain Computer-Related Losses
Jacket 07/19	Policy Jacket	L-526 01/15	Absolute War Or Terrorism Exclusion
TRIADN 12/20	Disclosure Notice of Terrorism Insurance Coverage		

The following forms apply to the Commercial Liability coverage part

CG 21 06 12/23	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION	CG0001 12/07	Commercial General Liability Coverage Form
CG0068 05/09	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion	CG0168 11/20	Michigan Changes
CG2109 06/15	Exclusion - Unmanned Aircraft	CG2136 03/05	Exclusion - New Entities
CG2147 12/07	Employment-Related Practices Exclusion	CG4032 05/23	Exclusion - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
IL0286 04/17	Michigan Changes - Cancellation and Nonrenewal	L-232s 04/15	Classification Limitation Endorsement
L-428 11/20	Absolute Firearms Exclusion	L-526 01/15	Absolute War Or Terrorism Exclusion
L-549 04/15	Absolute Professional Liability Exclusion	L-599 04/15	Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead With A Hostile Fire Exception
L-610 04/15	Expanded Definition Of Bodily Injury	L-618C 04/15	Amendment Of Premium Audit Conditions
L-686 04/15	Absolute Exclusion For Liquor And Other Related Liability	L-714 04/15	Miscellaneous Services Exclusion
L-723 04/15	Blanket Additional Insured Endorsement	L-787 05/18	Infringement of Copyright, Patent, Trademark, Trade Secret or Trade Dress Exclusion Endorsement
LLQ100 04/15	Who Is An Insured Clarification Endorsement	LLQ368 04/15	Separation Of Insureds Clarification Endorsement

The following forms apply to the Commercial Inland Marine coverage part

CI 105 04/15	Absolute Pollution Exclusion - Property	CI 106 04/15	Mold, Fungus, Bacteria, Virus Or Organic Pathogen Exclusion
CI 116 04/15	Amendment Of Coverage Territory	CI 218 04/17	Equipment Breakdown Enhancement Endorsement
CM0001 09/04	Commercial Inland Marine Conditions	CM0111 04/21	Michigan Changes
CMP005 08/21	Cyber Incident Exclusion Endorsement Advisory Notice to Policyholders	IH0079 12/00	Miscellaneous Articles Coverage Form
IH9910 07/99	Protective Safeguards	IH9933 08/21	Cyber Incident Exclusion
IL0286 04/17	Michigan Changes - Cancellation and Nonrenewal	P 241 02/16	Unscheduled Computer Exclusion
P 243 04/15	Amendatory Endorsement Theft From Vehicle Exclusion	P 244 04/15	Representation And Warranty Endorsement
P 245 04/15	Amendatory Endorsement Additional Property Not Covered	P-248 12/20	Exclusion of Certified Acts of Terrorism (Coverage for Certain Fire Losses)



Lease Agreement

This Food Truck Lease Agreement (hereinafter referred to as the "**Agreement**") is made on 1/26/2026, 2026, by and between:

AAA Food Service 1, LLC d/b/a "The Heights Food Park", hereinafter referred to as the "**Lessor**", and

Bay Bites _____, hereinafter referred to as the "**Lessee**".

1. Premises & Purpose

The Lessor agrees to lease to the Lessee a designated parking space located at 27300 Cherry Hill Road, Dearborn Heights, MI 48127, for the sole purpose of operating a food truck or stand.

2. Term

The lease term shall begin on February 17th, 2026 and end on March 18th, 2026 – unless terminated earlier in accordance with this Agreement.

3. Rent & Payment

The Lessee agrees to pay the Lessor \$2,250.00 for the lease term. Payment is due in full on February 4th, 2026 to secure the space. If payment is not received by the agreed deadline, this Agreement is subject to termination at the discretion of the Lessor.

4. Utilities & Services

Unless otherwise agreed in writing, the Lessee is responsible for providing their own power and water. If utilities or services are provided by the Lessor, the Lessee agrees to pay any associated usage fees.

4A. Included Services & Equipment

As part of the lease fee, the Lessor agrees to provide the following for the Lessee's use during the lease term:

- One (1) designated food truck parking space;
- Dumpster*;
- Heated tent covering the common dining area;
- Tables and chairs for customer seating;
- Overhead lighting within the tented area.

All listed items remain the property of the Lessor. The Lessee agrees to use all provided equipment responsibly and will be liable for any damage caused by misuse, negligence, or improper operation.

*Please note dumping food waste from individual food trucks into the dumpster is the responsibility of Lessee.

5. Compliance & Permits

The Lessee shall maintain all required licenses, permits, and approvals necessary to operate a food truck/stand business. The Lessee must comply with all applicable federal, state & local laws, health codes, and safety regulations.

The Lessee shall provide proof of general liability insurance naming the Lessor as Additional Insured prior to the start date of the lease term. The Lessee is required to maintain general liability insurance for the duration of this Agreement.

6. Maintenance & Cleanliness

The Lessee shall keep the leased space clean, orderly, and free of hazards. Any damage to the property caused by the Lessee or their operations shall be repaired at the Lessee's expense.

7. Indemnification

The Lessee agrees to indemnify and hold harmless the Lessor from any claims, damages, losses, or liabilities arising out of the Lessee's operations or use of the premises.

8. Termination

The Lessor may terminate this Agreement with one (1) day written notice if the Lessee violates applicable laws or breaches any terms of this Agreement.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties. Any modification must be signed by both parties.

Lessee Name: Ayah Hammoud & Rima Jishi

Lessee Signature: 
Signed by:
23BAAE83B7504A1...

Date: 1/26/2026

Lessor Name: Zina merhi

Lessor Signature: 
Signed by:
C41BB7F0634C47B...

Date: 1/26/2026



Robert A. Thomas
County Executive

RECEIPT

WAYNE COUNTY HEALTH DEPARTMENT

A 871199

Date 2-17-26

\$ 321.00

Received of

RE: _____

Baby Bites LLC

☐ Immunizations

☐ Flu Shots

☐ Dental Visit

☐ Disinfectant-Reinforcement

☐ Lice Shampoo, Small/Large

☐ Swimming Pool Permit, Monitor

☒ Food License - Perm, Vend, Mobile, STFU, Temporary

☐ Plan Review Food Establishment

☐ Certified Food Manager Class

☐ FIA Facility - Insp. or Plan Review

☐ Body Art - License or Plan Review

☐ Campground - Temp or Perm

☐ Copies - FOIA or Medical Records

☐ OSDS Evaluation

☐ Septic Tank - Permit or Repair

☐ Site Evaluation

☐ Well - Evaluation or Permit

☐ Transfer Evaluation

☐ Other: _____

Amount Due \$ 321

Cash Tendered \$ 325

Change \$ 24

Check No. _____

Money Order No. _____

Comment: _____

Received by: [Signature]

Do Not Destroy Void Receipts

Building World Class Health Services

**CITY OF DEARBORN HEIGHTS APPLICATION FOR
TEMPORARY FOOD TRUCK/TENT/CART LICENSE APPLICATION**

**Building Department requirements must be met before
Business License can be issued**

NAME OF APPLICANT Selena Berry PHONE# 586-804-3372
APPLICANT ADDRESS [REDACTED]
CITIZENSHIP USA EMAIL ADDRESS [REDACTED]
DRIVERS LICENSE # [REDACTED]
BUSINESS NAME Selena's Taqueri PHONE# 586-804-3372
LOCATION WITHIN THE CITY (ADDRESS & ZIP CODE) 27300 Cherry Hill Dearborn Heights, MI 48127

TYPE OF VEHICLE TO BE USED _____ VEHICLE PLATE # _____
(if applicable) (if applicable)

HAS THE ABOVE PERSON EVER BEEN CONVICTED OF:

A FELONY: YES _____ NO X A MISDEMEANOR: YES _____ NO X

IF YES, BRIEFLY STATE REASON(S) _____

The applicant voluntarily and knowingly is signing this application with full admission and acknowledgment that operating the food truck and/or tent is not in violation of any terms or conditions of probation or parole, if applicable, and is signing under pains and penalties of perjury.

SIGNATURE: [Signature] DATE: 2-17-26

FOR CLERK'S OFFICE USE ONLY

BACKGROUND CHECK: _____

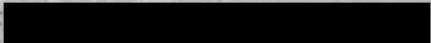
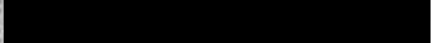
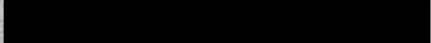
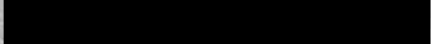
APPROVED BY: _____ DISSAPPROVED BY: _____

DATE: _____ DEPARTMENT REMARKS: _____

PLEASE SEE NEXT PAGE FOR ADDITIONAL REQUIREMENTS



Information Provided

Name : Selena M Berry
 Date of Birth : 
 Gender : 
 Race : 
 Reason : 
 Amount Paid : 
 Order Date : 
 Miscellaneous No : 

A SEARCH OF MICHIGAN'S CRIMINAL HISTORY FILE HAS NOT LOCATED A CRIMINAL RECORD THAT EXACTLY MATCHES THE INFORMATION THAT YOU HAVE PROVIDED.



TRANSIENT MERCHANT - 30 DAYS 150.00

Signature

[illegible]

CITY OF DEARBORN HEIGHTS
Date Entered: 06/17/2026 4:29:28 PM
Amount \$1,000.00
Account #1170000
SELENA'S TAQUERI

Selena Berry

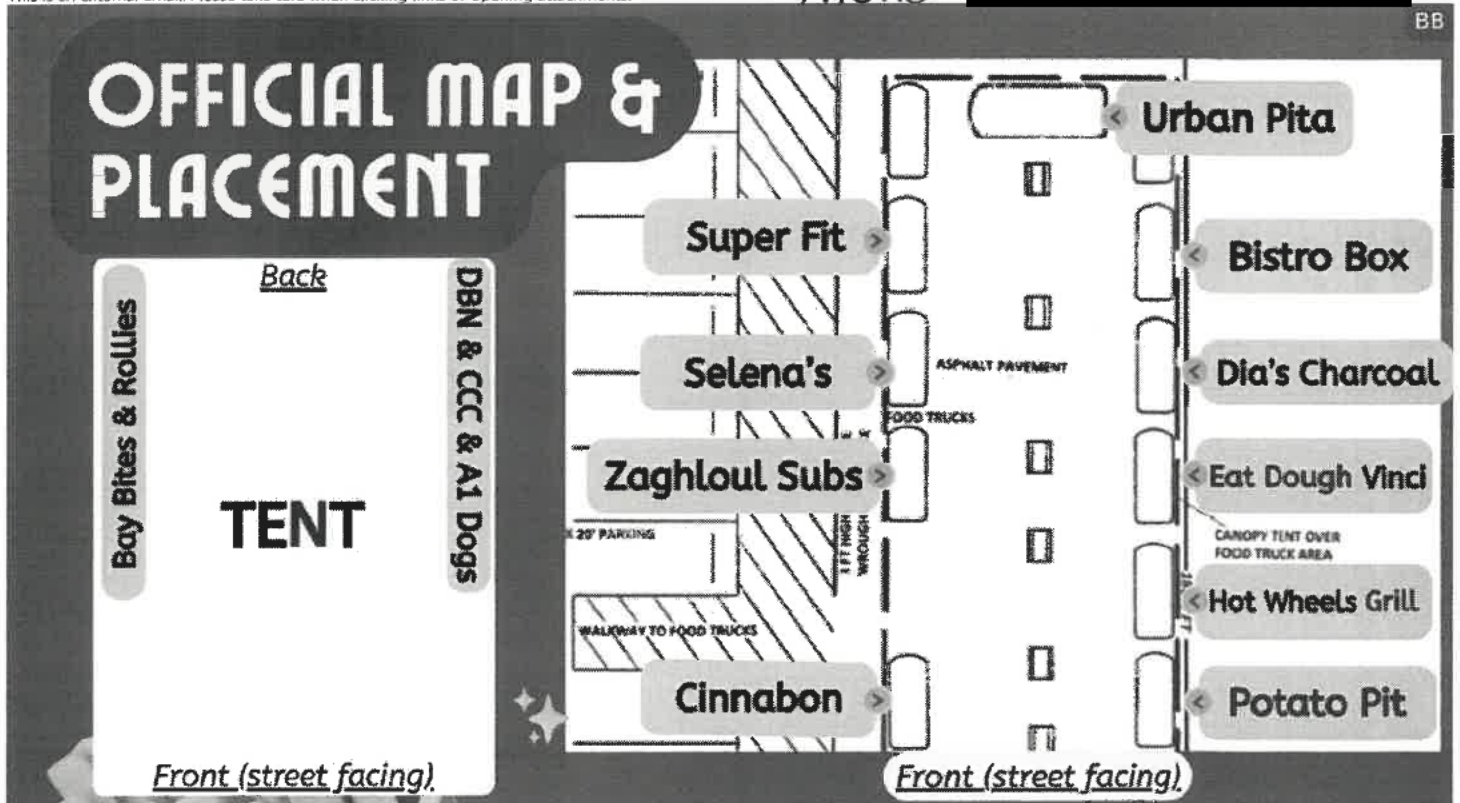
From Selena Berry <[REDACTED]>
Date: Thu 2/12/2026 12:07 PM
To: Building Department <building.dept@dearbornheightsmi.gov>

[You don't often get email from selena.berry1@aol.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

CAUTION:
This is an external email. Please take care when clicking links or opening attachments.

Phone - [REDACTED]

BB



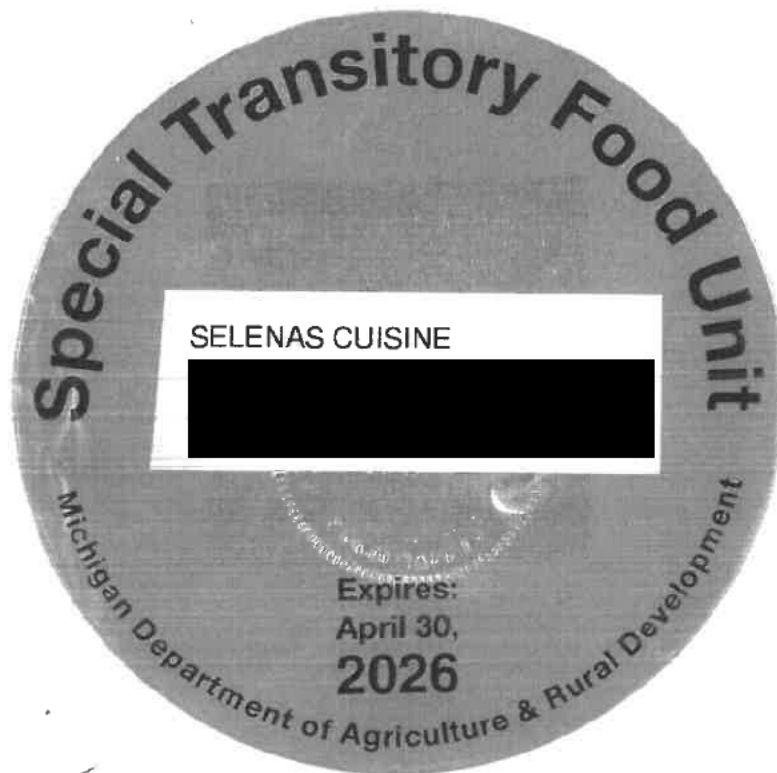
Sent from my iPhone



BUILDING & ENGINEERING
DEPARTMENT

APPROVED *EBW*

DATE 2-17-24





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/27/2026

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

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

PRODUCER Custom Insurance Agency [REDACTED]		CONTACT NAME: Margaret Szasz PHONE (A/C, No, Ext): [REDACTED] E-MAIL ADDRESS: [REDACTED]	
Shelby Township MI 48317		INSURER(S) AFFORDING COVERAGE	
INSURED Selena's Cuisine LLC Selena Berry [REDACTED]		INSURER A: Secura Ins A Mut Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # [REDACTED]	

COVERAGES **CERTIFICATE NUMBER:** [REDACTED] **REVISION NUMBER:** [REDACTED]

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	N	N	[REDACTED]	03/10/2026	03/10/2027	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
	MED EXP (Any one person)						\$ EXCLUDED	
	PERSONAL & ADV INJURY						\$ 1,000,000	
	GENERAL AGGREGATE						\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE						EACH OCCURRENCE	\$
	DED ☐ RETENTION \$ [REDACTED]						AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	INLAND MARINE COVERAGE DEDUCTIBLE \$1,000	N	N	[REDACTED]	03/10/2026	03/10/2027		

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

2022 Freedom 22' enclosed Trailer w/built in Restaurant Equipment Total Value \$75,000 Vin#5WKBE2624N1073138

CERTIFICATE HOLDER Selena's Cuisine LLC [REDACTED]	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE [Signature]
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



Lease Agreement

This Food Truck Lease Agreement (hereinafter referred to as the “**Agreement**”) is made on 2/3/2026, 2026, by and between:

AAA Food Service 1, LLC d/b/a “The Heights Food Park”, hereinafter referred to as the “**Lessor**”, and

Selena's taqueria, hereinafter referred to as the “**Lessee**”.

1. Premises & Purpose

The Lessor agrees to lease to the Lessee a designated parking space located at 27300 Cherry Hill Road, Dearborn Heights, MI 48127, for the sole purpose of operating a food truck or stand.

2. Term

The lease term shall begin on February 17th, 2026 and end on March 18th, 2026 – unless terminated earlier in accordance with this Agreement.

3. Rent & Payment

The Lessee agrees to pay the Lessor \$2,000.00 for the lease term. Payment is due in full on February 4th, 2026 to secure the space. If payment is not received by the agreed deadline, this Agreement is subject to termination at the discretion of the Lessor.

4. Utilities & Services

Unless otherwise agreed in writing, the Lessee is responsible for providing their own power and water. If utilities or services are provided by the Lessor, the Lessee agrees to pay any associated usage fees.

4A. Included Services & Equipment

As part of the lease fee, the Lessor agrees to provide the following for the Lessee's use during the lease term:

- One (1) designated food truck parking space;
- Dumpster*;
- Heated tent covering the common dining area;
- Tables and chairs for customer seating;
- Overhead lighting within the tented area.

All listed items remain the property of the Lessor. The Lessee agrees to use all provided equipment responsibly and will be liable for any damage caused by misuse, negligence, or improper operation.

*Please note dumping food waste from individual food trucks into the dumpster is the responsibility of Lessee.

5. Compliance & Permits

The Lessee shall maintain all required licenses, permits, and approvals necessary to operate a food truck/stand business. The Lessee must comply with all applicable federal, state & local laws, health codes, and safety regulations.

The Lessee shall provide proof of general liability insurance naming the Lessor as Additional Insured prior to the start date of the lease term. The Lessee is required to maintain general liability insurance for the duration of this Agreement.

6. Maintenance & Cleanliness

The Lessee shall keep the leased space clean, orderly, and free of hazards. Any damage to the property caused by the Lessee or their operations shall be repaired at the Lessee's expense.

7. Indemnification

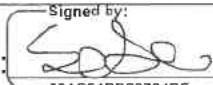
The Lessee agrees to indemnify and hold harmless the Lessor from any claims, damages, losses, or liabilities arising out of the Lessee's operations or use of the premises.

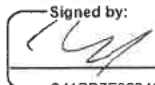
8. Termination

The Lessor may terminate this Agreement with one (1) day written notice if the Lessee violates applicable laws or breaches any terms of this Agreement.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties. Any modification must be signed by both parties.

Lessee Name: Selena Berry
 Lessee Signature: 
 Date: 2/3/2026

Lessor Name: Adam Fakhoury
 Lessor Signature: 
 Date: 2/3/2026

**CITY OF DEARBORN HEIGHTS APPLICATION FOR
TEMPORARY FOOD TRUCK/TENT/CART LICENSE APPLICATION**

**Building Department requirements must be met before
Business License can be issued**

NAME OF APPLICANT Amal Ayoub PHONE# 3135545488

APPLICANT ADDRESS 

CITIZENSHIP USA

DRIVERS LICENSE 

BUSINESS NAME California Cookie PHONE# _____

LOCATION WITHIN THE CITY (ADDRESS & ZIP CODE) 27300 Cherry Hill ~~Dee~~ Dearborn Hts, MI
48127

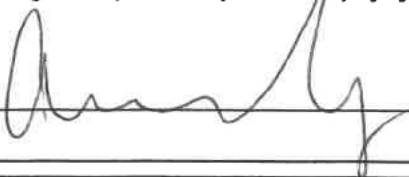
TYPE OF VEHICLE TO BE USED _____ (if applicable) VEHICLE PLATE# _____ (if applicable)

HAS THE ABOVE PERSON EVER BEEN CONVICTED OF:

A FELONY: YES _____ NO X A MISDEMEANOR: YES _____ NO X

IF YES, BRIEFLY STATE REASON(S) _____

The applicant voluntarily and knowingly is signing this application with full admission and acknowledgment that operating the food truck and/or tent is not in violation of any terms or conditions of probation or parole, if applicable, and is signing under pains and penalties of perjury.

SIGNATURE  DATE 2-17-24

FOR CLERK'S OFFICE USE ONLY

BACKGROUND CHECK:

APPROVED BY: _____ DISSAPPROVED BY: _____

DATE: _____ DEPARTMENT REMARKS: _____

PLEASE SEE NEXT PAGE FOR ADDITIONAL REQUIREMENTS

MICHIGAN MI USA

DRIVER LICENSE
NOT FOR FEDERAL IDENTIFICATION



AMAL AYOUN



[Handwritten signature]



ICHAT

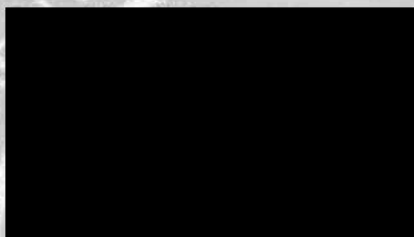
INTERNET CRIMINAL HISTORY ACCESS TOOL

BRUNDT TO YOU BY



Information Provided

Name : Amal Ayoub
Date of Birth :
Gender :
Race :
Reason :
Amount Paid :
Order Date :
Miscellaneous No :



A SEARCH OF MICHIGAN'S CRIMINAL HISTORY FILE HAS NOT LOCATED A CRIMINAL RECORD THAT EXACTLY MATCHES THE INFORMATION THAT YOU HAVE PROVIDED.

DATE PRINTED:2/17/2026

Page 1

Invoice #: 00015669

License #: BL-26-000014956

License Type: BUSINESS LICENSE

Application Date: 02/17/2026

Expiration Date: 03/19/2026

Fee Items

TRANSIENT MERCHANT - 30 DAYS 150.00

Amount \$150.00

CITY OF DEARBORN HEIGHTS
6045 FENTON
DEARBORN HEIGHTS, MI 48127
Phone : 313-791-3410

Received From: SELENA'S TAQUERI
SELENA BERRY
Date: 02/17/2026 Time: 4:54:28 PM
Posting Date: 02/17/2026
Receipt: 1198345
Cashier: lvdupree

ITEM REFERENCE	AMOUNT
BL BUSINESS LICENSING 00015668	\$150.00
BL BUSINESS LICENSING 00015669	\$150.00
BL BUSINESS LICENSING 00015670	\$150.00
SUB-TOTAL	\$450.00
Total Tendered:	\$450.00
ORDER #: pi_3T1wDx2ciJEt2igD1LG1TuK8	
Credit Card Type Visa	
CC Processing Fee	\$13.78
GENERAL FUND CC	
Grand Total:	\$463.78
Change:	\$0.00

Signature

CALIFORNIA COOKIE

02/17/2026 2:00PM
CITY OF DEARBORN HEIGHTS
6045 FENTON
DEARBORN HEIGHTS, MI 48127
Phone : 313-791-3410

Billing/Invoice Date:

02/17/2026

Total Due:

\$150.00



**NETWORK
RLT, INC
REAL ESTATE
DESIGN**

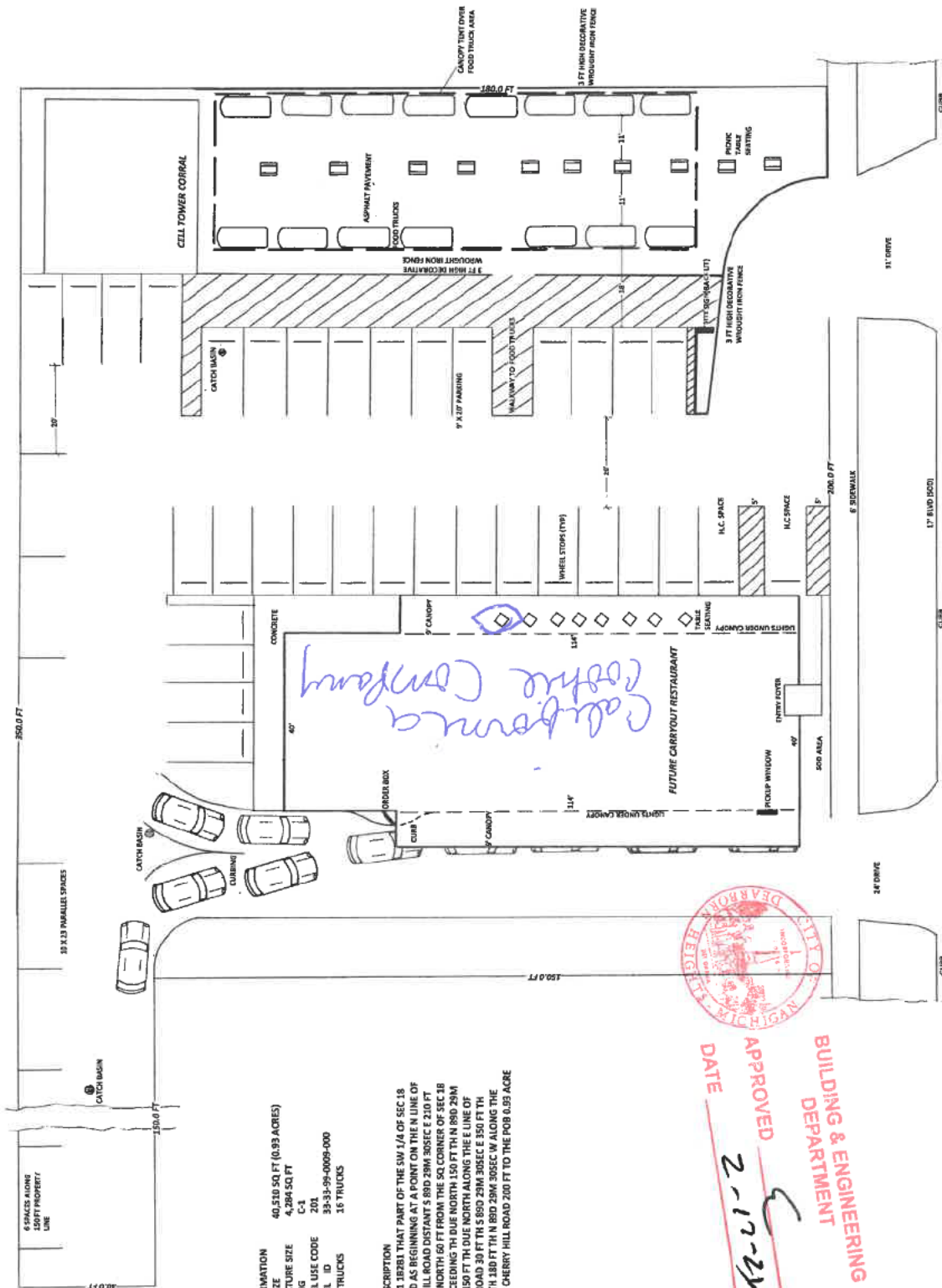


JOB DESCRIPTION
ADD FOOD
TRUCK COURT
& FUTURE
CARRYOUT
RESTAURANT
27300 CHERRY HILL
DEARBORN HTS, MI
48127

SHEET DESCRIPTION

**PROPOSED
SITE PLAN**

SHEET
A-000



SCALE 3/32" = 1 FT



FOOD ESTABLISHMENT EVALUATION REPORT

FOOD & DAIRY DIVISION
P.O. Box 30017, Lansing, MI 48909
Toll-free Phone: 800-292-3939

In accordance with Act 92 of 2000 as amended

CALIFORNIA COOKIE COMPANY

ESTABLISHMENT INFORMATION

License Number: [REDACTED] Phone Number: [REDACTED]
Variance In Place: [REDACTED] Risk Prioritization: [REDACTED]
Establishment Description:

Training and Certifications

Training Name	Certificate Number	Issued To	Issue Date	Expiration Date
Certified Food Manager	[REDACTED]	Joseph Kousini	01/21/2025	01/30/2030
Training Name	Certificate Number	Issued To	Issue Date	Expiration Date
Certified Food Manager	[REDACTED]	Amal Ayoub	01/21/2025	01/21/2030

EVALUATION INFORMATION

Evaluation Type: Initial Evaluation Date/Time In: 06/12/2025 03:30 PM
Evaluation Method: In person Evaluation Date/Time Out: 06/12/2025 04:15 PM
FDA Inspection: No
Person In Charge: AMAL AYOUB

VIOLATIONS

No Violations Cited.

EVALUATION COMMENT

On 6/12/2025 Inspector Heather Shupe visited California Cookie Company located at 1834 Grindley Park St, Dearborn, MI 48124 for a licensing inspection after receipt of a license application from the Lansing office. A certificate of occupancy was obtained by the firm owner and observed by the Inspector at the time of the inspection.

Scope of Business: The firm is a retail bakery that prepares cookies 'from scratch'. The menu consists of Chocolate Chip, Double Chocolate, Oatmeal Raisin, Peanut Butter, Red Velvet and Confetti Cookies sold from a display case on the front counter that only employees will have access to. The firm is not intending to package the cookies for retail sale in front of the counter or for wholesale at this time. The firm wishes to add in a scoop ice cream counter to sell ice cream for immediate consumption. At least one member of staff is certified food manager and provided a copy of their certificate with their plan review. The predominance of sales is currently anticipated to be retail bakery sales, however, predominance shall be reassessed at future inspections. The owner was able to demonstrate knowledge of food safety as it relates to their scope of business. The firm is equipped with all necessary equipment, hot running water, bleach as a sanitizer and chlorine test strips. No violations were observed at the time of licensing.

If the firm wishes to expand their operation or alter their menu then an operational inspection, or consultation may be required. Failure to comply with these conditions may result in administrative action. Please contact Inspector Shupe for more information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/16/2026

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

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

PRODUCER		CONTACT NAME: Randa Beydoun	
Firefly Insurance Agency		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
MI 48128		NAIC #	
INSURED		INSURER A: Allmerica Financial Benefit Insurance Co	
California Cookie Company LLC		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
MI 48124		INSURER F:	

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		02/16/2026	02/16/2027	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PROJECT ☐ LOC					PRODUCTS - COM/OP AGG \$ 2,000,000
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y / ☐ N				(PER STATUTE) (OTH-ER)
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ N / A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

Additional insured for liability per written contract

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Randa Beydoun

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Lease Agreement

This Food Truck Lease Agreement (hereinafter referred to as the "**Agreement**") is made on 2/16/2026, 2026, by and between:

AAA Food Service 1, LLC d/b/a "The Heights Food Park", hereinafter referred to as the "**Lessor**", and

California cookie Company, hereinafter referred to as the "**Lessee**".

1. Premises & Purpose

The Lessor agrees to lease to the Lessee a designated parking space located at 27300 Cherry Hill Road, Dearborn Heights, MI 48127, for the sole purpose of operating a food truck or stand.

2. Term

The lease term shall begin on February 17th, 2026 and end on March 18th, 2026 – unless terminated earlier in accordance with this Agreement.

3. Rent & Payment

The Lessee agrees to pay the Lessor \$0.00 (zero dollars) for the lease term. Payment is due in full on February 4th, 2026 to secure the space. If payment is not received by the agreed deadline, this Agreement is subject to termination at the discretion of the Lessor.

DocuSign Envelope ID: 9BAB5697-2CF0-4219-9BF3-B7C9A173A06D

4. Utilities & Services

Unless otherwise agreed in writing, the Lessee is responsible for providing their own power and water. If utilities or services are provided by the Lessor, the Lessee agrees to pay any associated usage fees.

4A. Included Services & Equipment

As part of the lease fee, the Lessor agrees to provide the following for the Lessee's use during the lease term:

- One (1) designated food truck parking space;
- Dumpster*;
- Heated tent covering the common dining area;
- Tables and chairs for customer seating;
- Overhead lighting within the tented area.

All listed items remain the property of the Lessor. The Lessee agrees to use all provided equipment responsibly and will be liable for any damage caused by misuse, negligence, or improper operation.

*Please note dumping food waste from individual food trucks into the dumpster is the responsibility of Lessee.

5. Compliance & Permits

The Lessee shall maintain all required licenses, permits, and approvals necessary to operate a food truck/stand business. The Lessee must comply with all applicable federal, state & local laws, health codes, and safety regulations.

The Lessee shall provide proof of general liability insurance naming the Lessor as Additional Insured prior to the start date of the lease term. The Lessee is required to maintain general liability insurance for the duration of this Agreement.

6. Maintenance & Cleanliness

The Lessee shall keep the leased space clean, orderly, and free of hazards. Any damage to the property caused by the Lessee or their operations shall be repaired at the Lessee's expense.

7. Indemnification

The Lessee agrees to indemnify and hold harmless the Lessor from any claims, damages, losses, or liabilities arising out of the Lessee's operations or use of the premises.

8. Termination

The Lessor may terminate this Agreement with one (1) day written notice if the Lessee violates applicable laws or breaches any terms of this Agreement.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties. Any modification must be signed by both parties.

Lessee Name: Amal Ayoub

Lessee Signature: 
Signed by: _____
B45A175B4C74431

Date: 2/16/2026

Lessor Name: Adam Fakhoury

Lessor Signature: 
Signed by: _____
C41B1B71 0634C47B

Date: 2/16/2026

7436 OAKLAND
DETROIT, MI 48211
(586) 339-2862

**PROPOSED
SITE PLAN**

SHEET
A-000

SCALE 3/32" = 1 FT



FOOD ESTABLISHMENT INSPECTION REPORT

Based on an evaluation this day, the items marked below are violations of the Michigan Food Law. Violations cited in this report shall be corrected within the time frames specified below, but within a period not to exceed 10 calendar days for priority or priority foundation items (§8-405.11) or 90 days for core items (§8-406.11). Failure to comply with this notice may result in license suspension and/or other legal action. You have the right to appeal any violations listed.

THE BISTRO BOX LLC

THE BISTRO BOX

6292 CAMBRIDGE

DEARBORN HGTS, MI 48127

Person In Charge (PIC): Mohamed Taha

SST

09/16/2025 3:35:00 PM

Last Routine: 04/22/2025

Establishment Phone: 313-375-1991

INSPECTION TYPE:

STFU Operational

Seating Capacity 0

Manager Certified	Yes
License Posted	Yes
Antichoking Poster	Yes
Non-Smoking Signs	Yes
On-site Water/Sewer	N/A
Seasonal	N/A

Violation Category	Repeat	Violation Description/Remarks/Correction Schedule	Correct By	Corrected
--------------------	--------	---	------------	-----------

Priority

3-302.11

Priority

(A) FOOD shall be protected from cross contamination by:

(1) Except as specified in (1)(c) below, separating raw animal FOODS during storage, preparation, holding, and display from:

(a) Raw READY-TO-EAT FOOD including other raw animal FOOD such as FISH for sushi or MOLLUSCAN SHELLFISH, or other raw READY-TO-EAT FOOD such as fruits and vegetables, (P) and

(b) Cooked READY-TO-EAT FOOD; (P)

(c) Frozen, commercially processed and packaged raw animal FOOD may be stored or displayed with or above frozen, commercially processed and packaged, ready-to-eat food.

(2) Except when combined as ingredients, separating types of raw animal FOODS from each other such as beef, FISH, lamb, pork, and POULTRY during storage, preparation, holding, and display by:

(a) Using separate EQUIPMENT for each type, (P) or

(b) Arranging each type of FOOD in EQUIPMENT so that cross contamination of one type with another is prevented, (P) and

(c) Preparing each type of FOOD at different times or in separate areas; (P)

09/16/25

Item(s): Raw animal food(s)

09/16/2025

Location: STFU UNIT

09/16/2025

Problem(s): Stored over/next to Ready-to-eat food(s)

Correction(s): Store raw animal foods below and away from foods needing little or no further prep.

09/16/2025

Observed in the two door cooler raw chicken breast was being stored over cooked pasta noodles. Raw animal food shall be stored below and away from ready to eat food. Corrected: The Person in Charge moved the raw chicken breast below the cooked pasta noodles at the time of inspection.

Priority Foundation

7-102.11

Priority Foundation

Working containers used for storing POISONOUS OR TOXIC MATERIALS such as

09/16/25

Violation Category	Repeat	Violation Description/Remarks/Correction Schedule	Correct By	Corrected
--------------------	--------	---	------------	-----------

Priority Foundation

cleaners and SANITIZERS taken from bulk supplies shall be clearly and individually identified with the common name of the material. (Pf)

Item(s): Working containers-toxics

09/16/2025

Location: STFU UNIT

09/16/2025

Problem(s): Not labeled as to content

Correction(s): Label all containers as to content.

09/16/2025 Observed a working container of Pine Sol with no label in the facility. Working containers used for storing poisonous or toxic materials taken from bulk supplies shall be clearly identified with the common name of the material. Corrected: The Person in Charge labeled the working container of Pine Sol at the time of inspection.

Core

MFL289.61 Sec. 6137. (1) To qualify for a special transitory food unit license, an applicant shall allow a review and receive approval of plans and specifications as specified in chapter VI. This review and approval must include the menu and standard operating procedures for the unit. (2) A special transitory food unit license holder shall do all of the following: (a) Keep a copy of the approved standard operating procedures in the unit and available for review upon evaluation by the director. (b) Operate in compliance with standard operation procedures approved by the director. (c) Before serving food within the jurisdiction of a local health department, notify the local health department in writing of each location in the jurisdiction at which food will be served and the dates and hours of service. The license holder shall mail the notice by first-class mail or deliver the notice not less than 4 business days before any food is served or prepared for serving within the jurisdiction of the local health department. (d) While in operation, request and receive 2 evaluations per licensing year spaced generally over the span of the operating season. A local health department and the department shall charge a fee of \$90.00 for such an evaluation. (e) Send a copy of all evaluation reports to the regulatory authority that approved the license within 30 days after receipt. (3) If a license holder fails to comply with any of the requirements of this section or the food code, the food establishment is ineligible for licensure as a special transitory temporary food establishment for the following licensing year and must apply for temporary or other type of food establishment licenses.

12/15/25

Location: STFU UNIT

09/16/2025 The STFU unit could not provide a copy of their standard operating procedures at the time of inspection. A special transitory food unit license holder shall keep a copy of the approved standard operating procedures in the unit and make it available for review when requested. Provide a copy of the approved standard operating procedures.

Certified Managers:

23512491 Mohamed Taya 03/18/2023 ServSafe

Closing Comments:

HWH: Bosch specs inaccessible
Water sourced from The Canteen
STFU operating at 24755 Ford Rd, Dearborn

Facility email: TheBistroBox1@gmail.com

Violation Category	Repeat	Violation Description/Remarks/Correction Schedule	Correct By	Corrected
-----------------------	--------	---	------------	-----------

All priority and priority foundation violations were corrected at the time of inspection. All core violations must be corrected as soon as possible and will be verified at the next routine health inspection.

REPORT SUMMARY: This Facility was inspected by LINDSEY ORAHOVAC, a representative from Wayne County Health Department, on 09/16/2025 to determine the level of compliance with Michigan Food Law.

PLEASE NOTE: Inspection reports are public record under Freedom of information Act (FOIA) Public Act 442 of 1976, as amended. Inspection Reports for restaurants can also be seen at <http://swordolutions.com>. This information can be accessed by the general public.

Person in charge (Name and Title)



Inspected By (Name and Title)



LINDSEY ORAHOVAC

This signature does not imply agreement or disagreement with any violation noted.

Time: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/16/2026

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

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

PRODUCER Veracity Insurance Solutions, LLC. [REDACTED] UT 84062		CONTACT NAME: FLIP Program Support PHONE: [REDACTED] FAX: [REDACTED] E-MAIL: [REDACTED] ADDRESS: [REDACTED]	
INSURED The Bistro Box [REDACTED] MI 48127		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Alliance Insurance Co. NAIC # 26832 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	☒	[REDACTED]	06/01/2025	06/01/2028	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 ANIMAL BAILEE \$
	GENL AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS					
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? ☐ Y/N ☒ N/A If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder had been added as additional insured regarding the above mentioned policy per attached
Additional Insured - Designated Person or Organization (CG 20 26 Ed. 04 13)

CERTIFICATE HOLDER Heights food truck 27300 cherry hill rd Dearborn heights, MI 48127	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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ACORD 25 (2014/01)
INS025 (201401)

The ACORD name and logo are registered marks of ACORD



Lease Agreement

This Food Truck Lease Agreement (hereinafter referred to as the "**Agreement**") is made on 2/3/2026, 2026, by and between:

AAA Food Service 1, LLC d/b/a "The Heights Food Park", hereinafter referred to as the "**Lessor**", and

The Bistro Box LLC, hereinafter referred to as the "**Lessee**".

1. Premises & Purpose

The Lessor agrees to lease to the Lessee a designated parking space located at 27300 Cherry Hill Road, Dearborn Heights, MI 48127, for the sole purpose of operating a food truck or stand.

2. Term

The lease term shall begin on February 17th, 2026 and end on March 18th, 2026 – unless terminated earlier in accordance with this Agreement.

3. Rent & Payment

The Lessee agrees to pay the Lessor \$1,250.00 for the lease term. Payment is due in full on February 4th, 2026 to secure the space. If payment is not received by the agreed deadline, this Agreement is subject to termination at the discretion of the Lessor.

4. Utilities & Services

Unless otherwise agreed in writing, the Lessee is responsible for providing their own power and water. If utilities or services are provided by the Lessor, the Lessee agrees to pay any associated usage fees.

4A. Included Services & Equipment

As part of the lease fee, the Lessor agrees to provide the following for the Lessee's use during the lease term:

- One (1) designated food truck parking space;
- Dumpster*;
- Heated tent covering the common dining area;
- Tables and chairs for customer seating;
- Overhead lighting within the tented area.

All listed items remain the property of the Lessor. The Lessee agrees to use all provided equipment responsibly and will be liable for any damage caused by misuse, negligence, or improper operation.

*Please note dumping food waste from individual food trucks into the dumpster is the responsibility of Lessee.

5. Compliance & Permits

The Lessee shall maintain all required licenses, permits, and approvals necessary to operate a food truck/stand business. The Lessee must comply with all applicable federal, state & local laws, health codes, and safety regulations.

The Lessee shall provide proof of general liability insurance naming the Lessor as Additional Insured prior to the start date of the lease term. The Lessee is required to maintain general liability insurance for the duration of this Agreement.

6. Maintenance & Cleanliness

The Lessee shall keep the leased space clean, orderly, and free of hazards. Any damage to the property caused by the Lessee or their operations shall be repaired at the Lessee's expense.

7. Indemnification

The Lessee agrees to indemnify and hold harmless the Lessor from any claims, damages, losses, or liabilities arising out of the Lessee's operations or use of the premises.

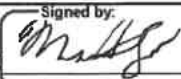
8. Termination

The Lessor may terminate this Agreement with one (1) day written notice if the Lessee violates applicable laws or breaches any terms of this Agreement.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties. Any modification must be signed by both parties.

Lessee Name: Mohamed Taha

Lessee Signature: 
Signed by: 2215A45E88B24E4...

Date: 2/3/2026

Lessor Name: Adam Fakhoury

Lessor Signature: 
Signed by: C41BB7F0634C47B...

Date: 2/3/2026

CODES

4 PLUMBING CODE
7 ACCESSIBILITY
ENERGY CODE
207
101 ALF FIRE CODE
4 REBAR CODE
103 OF COMPLIANCE
217 PTIVE COMPLIANCE
20221 MICHIGAN MECHANICAL CODE
2018 NATIONAL ELECTRIC CODE

**NETWORK
RLT, INC
REAL ESTATE
DESIGN**

7435 OAKLAND
DETROIT, MI 48211
(585) 339-2852

**JOB DESCRIPTION**

**ADD FOOD
TRUCK COURT
& FUTURE
CARRYOUT
RESTAURANT
27300 CHERRY HILL
DEARBORN HTS, MI
48127**

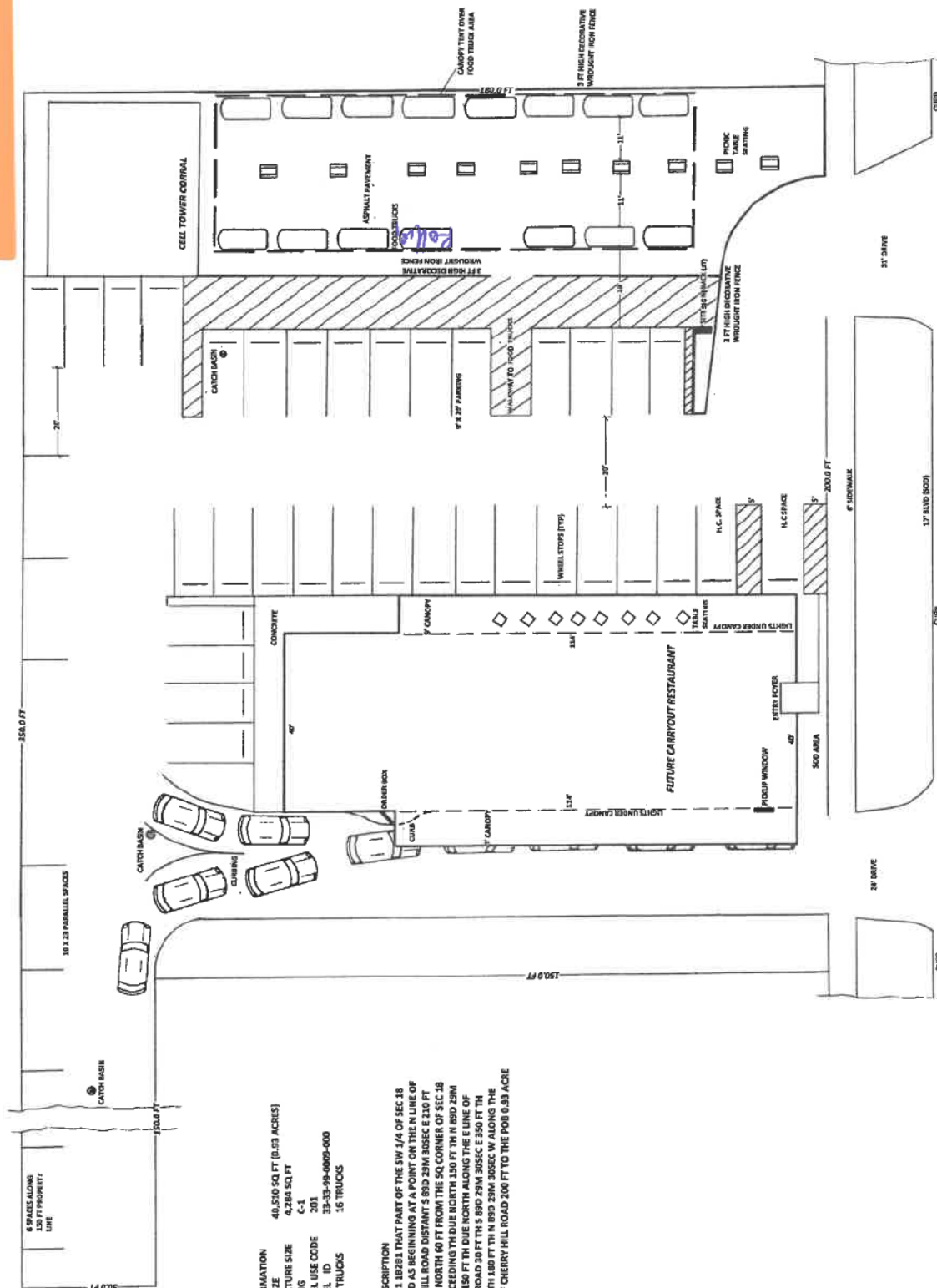
SHEET DESCRIPTION

**PROPOSED
SITE PLAN**

SHEET

A-000

SCALE 3/32" = 1 FT



40,510 SQ FT (0.93 ACRES)
4,284 SQ FT
C-1
201
33-33-99-0009-000
16 TRUCKS

LEGAL DESCRIPTION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/17/2026

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

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

PRODUCER [Redacted]	CONTACT NAME:	
	PHONE (A/C, No, E):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Next Insurance US Company	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 378088106 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		[Redacted]	02/17/2026	02/17/2027	EACH OCCURRENCE \$1,000,000.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00						
	MED EXP (Any one person) \$10,000.00						
	PERSONAL & ADV INJURY \$1,000,000.00						
							GENERAL AGGREGATE \$1,000,000.00
							PRODUCTS - COMP/OP AGG \$1,000,000.00
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is Dearborn Heights. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Additional Insured privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER Dearborn Heights 6045 Fenton St Dearborn Heights, MI 48127	LIVE CERTIFICATE  Click or scan to view	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---	--



Lease Agreement

This Food Truck Lease Agreement (hereinafter referred to as the “**Agreement**”) is made on 1/28/2026, 2026, by and between:

AAA Food Service 1, LLC d/b/a “The Heights Food Park”, hereinafter referred to as the “**Lessor**”, and

Rollies Ice cream bar, hereinafter referred to as the “**Lessee**”.

1. Premises & Purpose

The Lessor agrees to lease to the Lessee a designated parking space located at 27300 Cherry Hill Road, Dearborn Heights, MI 48127, for the sole purpose of operating a food truck or stand.

2. Term

The lease term shall begin on February 17th, 2026 and end on March 18th, 2026 – unless terminated earlier in accordance with this Agreement.

3. Rent & Payment

The Lessee agrees to pay the Lessor \$2,250.00 for the lease term. Payment is due in full on February 4th, 2026 to secure the space. If payment is not received by the agreed deadline, this Agreement is subject to termination at the discretion of the Lessor.

4. Utilities & Services

Unless otherwise agreed in writing, the Lessee is responsible for providing their own power and water. If utilities or services are provided by the Lessor, the Lessee agrees to pay any associated usage fees.

4A. Included Services & Equipment

As part of the lease fee, the Lessor agrees to provide the following for the Lessee's use during the lease term:

- One (1) designated food truck parking space;
- Dumpster*;
- Heated tent covering the common dining area;
- Tables and chairs for customer seating;
- Overhead lighting within the tented area.

All listed items remain the property of the Lessor. The Lessee agrees to use all provided equipment responsibly and will be liable for any damage caused by misuse, negligence, or improper operation.

*Please note dumping food waste from individual food trucks into the dumpster is the responsibility of Lessee.

5. Compliance & Permits

The Lessee shall maintain all required licenses, permits, and approvals necessary to operate a food truck/stand business. The Lessee must comply with all applicable federal, state & local laws, health codes, and safety regulations.

The Lessee shall provide proof of general liability insurance naming the Lessor as Additional Insured prior to the start date of the lease term. The Lessee is required to maintain general liability insurance for the duration of this Agreement.

6. Maintenance & Cleanliness

The Lessee shall keep the leased space clean, orderly, and free of hazards. Any damage to the property caused by the Lessee or their operations shall be repaired at the Lessee's expense.

7. Indemnification

The Lessee agrees to indemnify and hold harmless the Lessor from any claims, damages, losses, or liabilities arising out of the Lessee's operations or use of the premises.

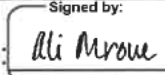
8. Termination

The Lessor may terminate this Agreement with one (1) day written notice if the Lessee violates applicable laws or breaches any terms of this Agreement.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties. Any modification must be signed by both parties.

Lessee Name: Ali Mroue

Lessee Signature: 
Signed by: 9A5E6A2AD9924DC...

Date: 1/28/2026

Lessor Name: Adam Fakhoury

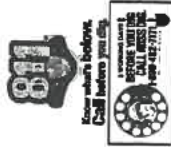
Lessor Signature: 
Signed by: C41BB7F0634C47B...

Date: 1/28/2026

7436 OAKLAND
DETROIT, MI 48211
(586) 339-2862

ABLE CODES

21GAN PLUMBING CODE
13-2017 ACCESSIBILITY
21GAN ENERGY CODE
90.1-2007
INTERNATIONAL FIRE CODE
21GAN REHAB CODE
METHOD OF COMPLIANCE
PREScriptive COMPLIANCE
2021 MICHIGAN MECHANICAL CODE
2018 NATIONAL ELECTRIC CODE



JOB DESCRIPTION

**ADD FOOD
TRUCK COURT
& FUTURE
CARRYOUT
RESTAURANT
27300 CHERRY HILL
DEARBORN HTS, MI
48127**

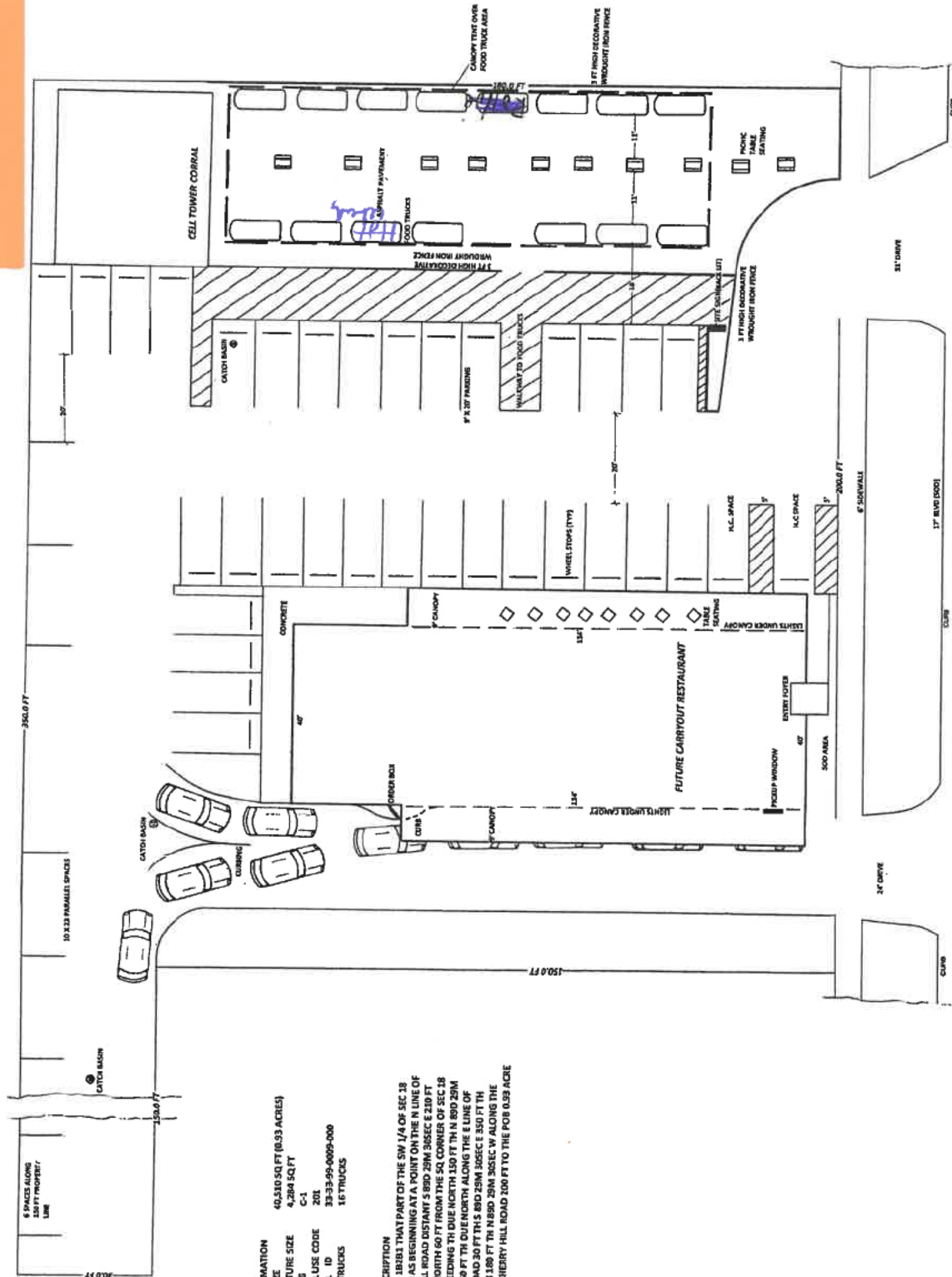
SHEET DESCRIPTION

**PROPOSED
SITE PLAN**

SHEET
A-000

SCALE 3/32" = 1 FT

Hot Wheels
Cherry Hill



```

SITE INFORMATION
***** SITE SIZE          40,510 SQ FT (0.93 ACRES)
***** STRUCTURE SIZE     4,284 SQ FT
***** ZONING              C-1
***** PARCEL USE CODE     201
***** PARCEL ID          33-33-99-0009-000
***** FOOD TRUCKS        15 TRUCKS

```

LEGAL DESCRIPTION
18M12321. 11B181 THAT PART OF THE SW 1/4 OF SEC 18
DESCRIBED AS BEGINNING AT A POINT ON THE N LINE OF
CHERRY HILL ROAD DISTANT 5.89D 23M 35SEC E 210 FT
AND DUE NORTH 60 FT FROM THE SQ. CORNER OF SEC 18
AND DUE NORTH 150 FT FROM THE N 89D 25M 35SEC
AND PROCEEDING TH DUE NORTH 150 FT TH N 89D 25M
35SEC W 150 FT TH DUE NORTH 150 FT E 150 FT TH
MINISTER ROAD 20 FT TH S 89D 25M 35SEC E 150 FT TH
DUE SOUTH 108 FT TH N 89D 25M 35SEC W ALONG THE
N LINE OF CHERRY HILL ROAD 100 FT TO THE POB 0.93 ACRES





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2026

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PRODUCER [REDACTED]	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing	
	PHONE (A/C. No. E. FAX): [REDACTED] E-MAIL ADDRESS: [REDACTED]	
INSURED Srouns Grill LLC DBA: Hot Wheel's Grill [REDACTED]	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Progressive Michigan Insurance Company	[REDACTED]
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 433249620928586705D021326T025222

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	See ACORD 101 for additional coverage details.	N	N	[REDACTED]	07/03/2025	07/03/2026	\$

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

CERTIFICATE HOLDER

Dearborn Heights City Hall
6045 fenton st
DEARBORN HEIGHTS, MI 48127

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY RICHARD MASRI AGENCY		NAMED INSURED Sours Grill LLC DBA: Hot Wheel's Grill	
POLICY NUMBER [REDACTED]		[REDACTED]	
CARRIER Progressive Michigan Insurance Company	NAIC CODE 10187	EFFECTIVE DATE: 07/03/2025	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Description of Location/Vehicles/Special Items

Scheduled autos only

*2023 NURMAN Trailer [REDACTED]

Stated Amount \$76,000

Collision	\$1,000 Ded
Comprehensive	\$1,000 Ded

*Liability coverage does not apply to this vehicle.



Lease Agreement

This Food Truck Lease Agreement (hereinafter referred to as the “**Agreement**”) is made on 2/2/2026, 2026, by and between:

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Sroursgrillllc, hereinafter referred to as the “**Lessee**”.

1. Premises & Purpose

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2. Term

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- Tables and chairs for customer seating;
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*Please note dumping food waste from individual food trucks into the dumpster is the responsibility of Lessee.

5. Compliance & Permits

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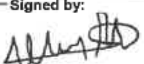
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The Lessor may terminate this Agreement with one (1) day written notice if the Lessee violates applicable laws or breaches any terms of this Agreement.

9. Entire Agreement

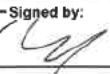
This Agreement constitutes the entire understanding between the parties. Any modification must be signed by both parties.

Lessee Name: Mohamad srour

Lessee Signature: 
Signed by: 20FCF3124FE4462...

Date: 2/2/2026

Lessor Name: Adam Fakhoury

Lessor Signature: 
Signed by: C41BB7F0634C47B...

Date: 2/2/2026

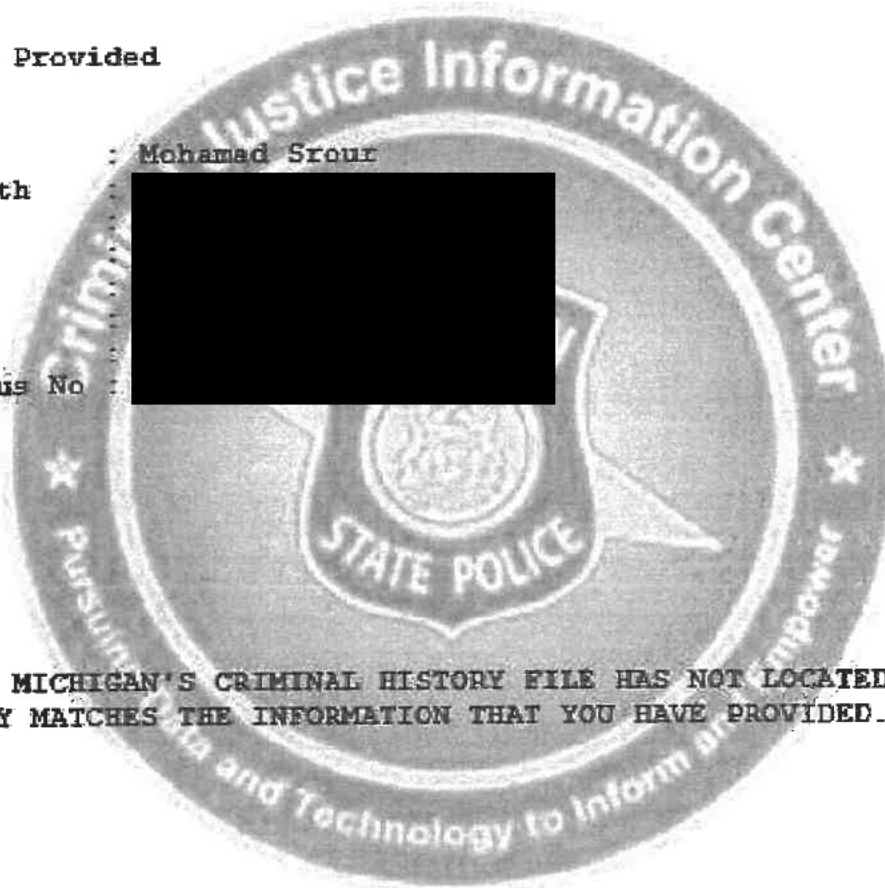
Hot Wheels
Grill
23700 Cherry Hill





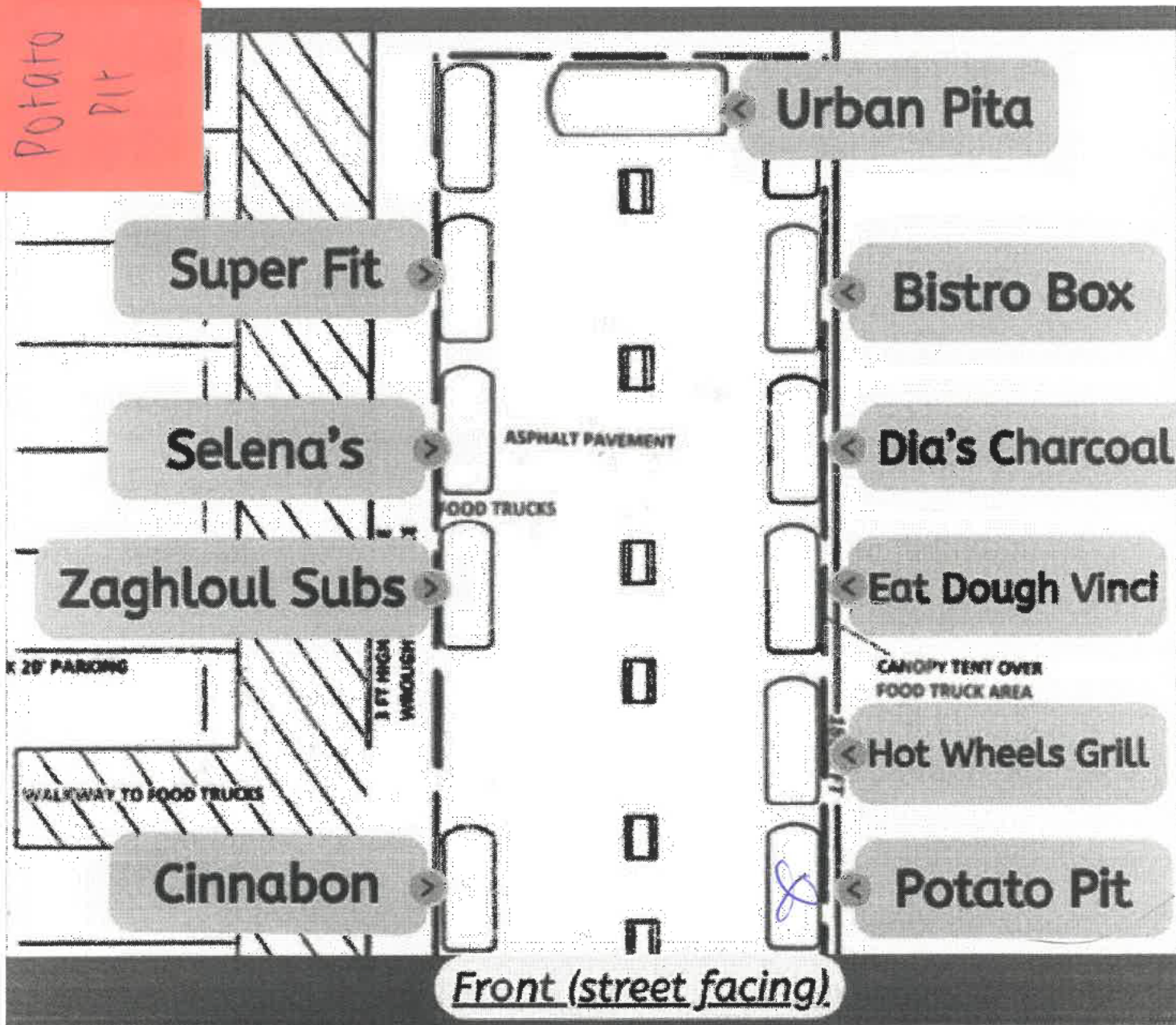
Information Provided

Name : Mohamed Srour
 Date of Birth : [REDACTED]
 Gender : [REDACTED]
 Race : [REDACTED]
 Reason : [REDACTED]
 Amount Paid : [REDACTED]
 Order Date : [REDACTED]
 Miscellaneous No : [REDACTED]



A SEARCH OF MICHIGAN'S CRIMINAL HISTORY FILE HAS NOT LOCATED A CRIMINAL RECORD THAT EXACTLY MATCHES THE INFORMATION THAT YOU HAVE PROVIDED.

POTATO
PIT



OAKLAND COUNTY HEALTH DIVISION
FOOD SERVICE ESTABLISHMENT INSPECTION REPORT

Establishment Name:	POTATO PIT AND JUICE BAR	Establishment ID:	
Establishment Address:	22275 MICHIGAN AVE	Establishment Type:	SPECIAL TRANSITORY FOOD UNIT (STFU)
City, State, Zip:	SOUTHFIELD TOWNSHIP MI 48124	License Number:	PR
Establishment Phone:	(313)888-7522	Owner Name:	RAMEZ KHANAFAER
Establishment Fax:		CVT:	176

COMMENTS:

This Special Transitory Food Unit is APPROVED TO OPEN

Discussion: This is a plan review opening inspection. A walk through of this STFU facility was completed by Michael Cox of the Oakland County Health Division. Plans approved by this Division on 12/11/2024 indicated compliance with the MI Food Law of 2000. Facility has been fully evaluated to meet requirements of the Michigan Food Law prior to opening approval by this Division.

Discussion: Food safety handouts were provided and reviewed with person in charge. Facility has provided documentation of a valid full time certified manager. Facility has applied for a food service license.

Discussion: This STFU is a trailer with current plate E821597. The intended service for this unit is public and private events.

Discussion: This STFU operation is approved with the following: 1) Menu includes: potato poutine with variety of meat, chicken and other toppings, chips, desserts, fries, sides and condiments. 2) The approved potable water supply is located at 7139 Wayne Road, Westland, municipal water or store bought bottled water 3) The approved wastewater disposal site is located at 7139 Wayne Road, Westland, event grey water disposal or other approved dumpsite.

Discussion: STFU operators must provide a written notice of intent to operate to each County where the event is located 4 business days prior to the event. An intent to operate form and local contact information document provided to operator at this time. STFU operators must request two (2) paid inspections for \$90 with-in the licensing year, which is May 1st - April 30th. These inspections must be conducted while the unit is in operation by the local jurisdiction where the unit is operating. These inspection reports must be submitted to OCHD prior to the food service license expiration. The inspection report for a paid inspection, must clearly indicate payment was received by the inspecting agency. If the 2 paid inspections are not obtained and submitted to OCHD prior to the food service license expiration, this STFU will not be issued an STFU license the following year and will be required to obtain temporary food licenses to serve food until the following licensing year. In order to obtain an STFU license again, the plan review process will be required.

Discussion: The STFU must operate in accordance to all sections indicated on the approved standard operating procedures/plan review worksheet and must keep this document with the unit at all times of operation.

No violations cited. Facility is approved to operate.

Note: Current license year decals are not available. STFU must be brought to OCHD office to receive current decal once they arrive and each subsequent licensing year.

Note: Current license will be good until April 30, 2026. Do not request a paid evaluation until after May 1, 2025 but two paid evaluations must be received before April 30, 2026.

For more information regarding vaccines or to make an appointment, visit oakgov.com/health. Nurse on Call is available at 800-848-5533, Monday through Friday, 8:30 a.m. - 5 p.m.

Received By: Mohamad Saad
(Person in Charge)

Inspected By: Michael Cox, REHS
Senior Public Health Sanitarian

Date: 02/11/2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/13/26

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PRODUCER

SHOEMAKER GROUP INS SVCS INC

INSURED

RKAJ Holdings LLC
Potato Pit

CONTACT NAME: Drew Shoemaker

PHONE:

FAX: No Fax

E-MAIL:

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Wesco Insurance Company

INSURER B: Technology Insurance Company

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSURER	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	X X		01/01/26	01/01/27	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea. occurrence)
	PERSONAL & ADV INJURY					
	GENERAL AGGREGATE					
	PRODUCTS - COMP/OP AGG					
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO- JECT ☐ LOC. OTHER:					
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea. accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE					EACH OCCURRENCE AGGREGATE
	DED. RETENTIONS					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A		01/01/26	01/01/27	☒ PER STATUTE ☐ OTH- ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

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

Additional Insureds When Required By Written Contract, Written Agreement Or Permit on form BP980102 0522.

The City of Dearborn, Michigan, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget including the City of Dearborn are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Dearborn.

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1985-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



Lease Agreement

This Food Truck Lease Agreement (hereinafter referred to as the "**Agreement**") is made on 2/3/2026, 2026, by and between:

AAA Food Service 1, LLC d/b/a "The Heights Food Park", hereinafter referred to as the "**Lessor**", and

Potato pit, hereinafter referred to as the "**Lessee**".

1. Premises & Purpose

The Lessor agrees to lease to the Lessee a designated parking space located at 27300 Cherry Hill Road, Dearborn Heights, MI 48127, for the sole purpose of operating a food truck or stand.

2. Term

The lease term shall begin on February 17th, 2026 and end on March 18th, 2026 – unless terminated earlier in accordance with this Agreement.

3. Rent & Payment

The Lessee agrees to pay the Lessor \$2,000.00 for the lease term. Payment is due in full on February 4th, 2026 to secure the space. If payment is not received by the agreed deadline, this Agreement is subject to termination at the discretion of the Lessor.

4. Utilities & Services

Unless otherwise agreed in writing, the Lessee is responsible for providing their own power and water. If utilities or services are provided by the Lessor, the Lessee agrees to pay any associated usage fees.

4A. Included Services & Equipment

As part of the lease fee, the Lessor agrees to provide the following for the Lessee's use during the lease term:

- One (1) designated food truck parking space;
- Dumpster*;
- Heated tent covering the common dining area;
- Tables and chairs for customer seating;
- Overhead lighting within the tented area.

All listed items remain the property of the Lessor. The Lessee agrees to use all provided equipment responsibly and will be liable for any damage caused by misuse, negligence, or improper operation.

*Please note dumping food waste from individual food trucks into the dumpster is the responsibility of Lessee.

5. Compliance & Permits

The Lessee shall maintain all required licenses, permits, and approvals necessary to operate a food truck/stand business. The Lessee must comply with all applicable federal, state & local laws, health codes, and safety regulations.

The Lessee shall provide proof of general liability insurance naming the Lessor as Additional Insured prior to the start date of the lease term. The Lessee is required to maintain general liability insurance for the duration of this Agreement.

6. Maintenance & Cleanliness

The Lessee shall keep the leased space clean, orderly, and free of hazards. Any damage to the property caused by the Lessee or their operations shall be repaired at the Lessee's expense.

7. Indemnification

The Lessee agrees to indemnify and hold harmless the Lessor from any claims, damages, losses, or liabilities arising out of the Lessee's operations or use of the premises.

8. Termination

The Lessor may terminate this Agreement with one (1) day written notice if the Lessee violates applicable laws or breaches any terms of this Agreement.

9. Entire Agreement

This Agreement constitutes the entire understanding between the parties. Any modification must be signed by both parties.

Lessee Name: Ramez khanafer

Lessee Signature:  Signed by: _____
E80B2F646B4E4AD

Date: 2/3/2026

Lessor Name: Adam Fakhoury

Lessor Signature:  Signed by: _____
C418B7F0034C47B

Date: 2/3/2026