



NOTICE and AGENDA for
Kalamazoo County Consolidated Dispatch Authority
BOARD OF DIRECTORS
May 14, 2026 – Regular Meeting

PLEASE TAKE NOTICE that a REGULAR Meeting of the Kalamazoo County Consolidated Dispatch Authority (KCCDA) Board of Directors will be held in the Chief Switalski Meeting Room at KCCDA, 7040 Stadium Drive, Kalamazoo, Michigan on **Thursday, May 14, 2026** at 3:30 p.m. for consideration of items, namely, on this Agenda.

ITEM 1 – CALL TO ORDER

ITEM 2 – ROLL CALL

Western Michigan University <i>Jan VanDerKley, Chair</i> (Alt. C. Ghiringhelli)	City of Portage <i>Pat McGinnis, Vice-Chair</i> (Alt. A. Herringa)	
Western Michigan University <i>Scott Merlo</i> (Alt. T. Unangst)	City of Portage <i>Nicole Miller</i> (Alt. P. Randall)	
City of Kalamazoo <i>Jim Ritsema</i> (Alt. R. Tibbets)	Township of Kalamazoo <i>Tracie Moored, Treasurer</i> (Alt. D. Combs)	
City of Kalamazoo <i>Matt Huber</i> (Alt. D. Boysen)	Township of Kalamazoo <i>Scott Jackson</i> (Alt. D. Combs)	
Kalamazoo County Board of Commissioners <i>Dale Deleeuw</i> (Alt. J. Heppler)	Kalamazoo County Fire Chiefs Association <i>Greg McComb</i> (Alt. S. Smith)	
Kalamazoo County Sheriff <i>Richard Fuller, Clerk</i> (Alt. M. Greenlee)	Michigan State Police <i>Scott Ernestes</i> (Alt. D. Hinz)	
Kalamazoo County Medical Control Authority <i>William Fales</i> (Alt. M. Bentley)		

ITEM 3 – APPROVAL OF MEETING MINUTES

- A. March 12, 2026 – Regular Meeting

ITEM 4 – CITIZENS’ TIME

The Board welcomes members of the public to express their ideas or concerns about issues affecting Kalamazoo County Consolidated Dispatch Authority. Members of the public wishing to speak are requested to stand or raise your hand. Please wait for the Chairperson to confirm you. Once acknowledged, please state your full name and address for the record, followed by your comments. Each member of the public is limited to four minutes or less.

ITEM 5 – FOR CONSIDERATION

- A. Executive Director Reports
 - 1. Administrative Monthly Report
 - 2. March and April Reconciliation Reports
 - 3. Year-to-Date Budget Performance Reports
 - a. 2026 General Operations and Training Fund
 - b. 2026 Capital Projects Fund
 - 4. Correspondence
 - a. MMRMA Letter Reference Distribution of Excess Net Assets
 - b. Kalamazoo County Fire Chiefs Association – Finance Committee Representatives (Requires Approval)
 - c. Township of Kalamazoo Police Department – Technical Advisory Committee Representatives (Requires Approval)
 - d. Kalamazoo County Sheriff’s Office – Technical Advisory Committee Alternate Representative (Requires Approval)

B. Committee Reports

1. Executive Committee – Jan Van Der Kley
 - a. DRAFT Minutes for May 5th Regular Meeting (Information Only)
 - b. Back-up Emergency Communications Center Update
2. Personnel Committee – Matt Huber
3. Technical Advisory Committee – Scott Ernstes
 - a. DRAFT Minutes for May 6th Regular Meeting (Information Only)
4. Finance Committee – Tracie Moored
 - a. DRAFT Minutes for April 28th Regular Meeting (Information Only)
 - b. 2025 Financial Audit Presentation
 - c. 2026 General Fund Budget Amendment – REVISION I (Roll Call Vote)
 - d. 2026 Capital Projects Fund Budget Amendment – REVISION I (Roll Call Vote)

C. Old Business

D. New Business

1. Stadium Drive Facility Renovation Project – General Contractor Recommendation and AIA Contracts

ITEM 6 – OTHER ITEMS

- A. Announcements and Member Comments
- B. Next regular scheduled meeting – July 9, 2026 (Chief Switalski Meeting Room)

ITEM 7 – ADJOURNMENT

KCCDA meetings are open to all without regard to religion, race, color, national origin, sex, sexual orientation, gender identity or expression, height, weight, familial status, marital status, disability, or any other legally protected class. The KCCDA will provide special aid or assistance to attend a KCCDA meeting and will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting/hearing, to individuals with disabilities, upon four (4) business days' notice to the KCCDA. Individuals with disabilities requiring auxiliary aids or services should contact KCCDA by emailing admin@kccda911.org or calling (269) 488-8911.



MINUTES

REGULAR MEETING

March 12, 2026

ITEM 1 – CALL TO ORDER

The Regular Meeting of the Kalamazoo County Consolidated Dispatch Authority Board was called to order by Chair Jan VanDerKley at 3:30 p.m. in the Chief Switalski Meeting Room, Kalamazoo County Consolidated Dispatch Authority, 7040 Stadium Drive, Kalamazoo, Michigan on Thursday, March 12, 2026.

ITEM 2 – ROLL CALL

Members Present: Jan VanDerKley, Pat McGinnis (arrived at 3:33), Nicole Miller, Dale Deleeuw, Rick Fuller, Greg McComb, Scott Ernstes, Doc Fales, Mike Bentley

Others Present: Jeff Troyer, Victoria Rose, Chris McComb

ITEM 3 – APPROVAL OF MEETING MINUTES

“Motion by Mr. Fuller, second by Ms. Miller to approve the meeting minutes of the January 8, 2026, Regular Meeting as presented.”

On a voice vote, **MOTION CARRIED.**

ITEM 4 - CITIZENS' TIME

There was none.

ITEM 5 - FOR CONSIDERATION

A. Executive Director Report

1. Administrative Monthly Report

Mr. Troyer stated the report was included in the packet. He noted that IT and MPSCS experienced a significant number of busy signals on the subsystem, and digitized communication during the middle of the night due to interference at the Parkview site. He stated there was also a new item in the report, external feedback on AVA. Callers have been asked to rate their experience with system and the reviews have been good.

2. January and February Reconciliation Reports

Mr. Troyer stated the reconciliation reports were included in the packet with no anomalies to report.

3. Year-to-date Budget Performance Reports

- a. 2025 General Fund
- b. 2025 Capital Projects Fund
- c. 2026 General Fund
- d. 2026 Capital Projects Fund

Mr. Troyer stated the reports were included in the packet. He noted this would be the last 2025 YTD Budget Performance Report.

4. Correspondence

- a. Charter Township of Kalamazoo – Board of Directors and Committee Appointment
- b. Township of Kalamazoo Police Department – Technical Advisory Committee Alternate Appointment
- c. Portage Department of Public Safety – Technical Advisory Committee Appointment

“Motion by Mr. McGinnis, second by Mr. Ernstes to approve the Technical Advisory Committee appointments as presented.”

On a voice vote, **MOTION CARRIED.**

B. Committee Reports

1. Executive Committee – Jan VanDerKley

Ms. VanDerKley stated the committee draft minutes and communication on the backup center were included.

2. Personnel Committee – Matt Huber

Mr. Troyer stated the Committee had not met, though he did meet with Mr. Huber to review the roll of Chair and the proposed Executive Director goals.

3. Technical Advisory Committee – Scott Ernstes

- a. Minutes for January 7 Regular Meeting, February 2 Special Meeting and DRAFT minutes for March 4 Regular Meeting

Mr. Ernstes stated they had held two meetings since the last Board meeting regarding Radio Readiness. He stated he appreciated everyone’s work and all stakeholders that came to discuss the program. He reviewed the template MOU.

Mr. Fuller stated that knowing the work that was involved, this was a huge project. He stated he appreciated Mr. Troyer and team for the program. He stated that as a committee they were committed to doing this for the community.

Ms. VanDerKley stated the program was very comprehensive.

Doc Fales stated it was unique that we are doing this in Kalamazoo and it was not being done anywhere else in the state.

Mr. Ernstes stated that other than Ottawa County, no one is helping to fund agency radios, so this is a big deal.

“Motion by Mr. Fuller, second by Mr. Ernstes to approve the Radio Readiness Program Guidelines as presented.”

On a voice vote, **MOTION CARRIED.**

4. Finance Committee – Tracie Moored

Mr. Troyer stated the Committee is scheduled to meet at the end of April when they will receive the presentation of the audit and Revision I of this year’s budget.

C. Old Business

There was none.

D. New Business

1. 2026 Executive Director Goals

Ms. VanDerKley read the 2026 Executive Director objectives.

Mr. Troyer thanked Mr. McGinnis for the conversations they had before McGinnis became Vice Chair of the Board. He stated he had sat down with Mr. Huber and talked about large projects. The radio readiness program will be complicated, and the building renovations will be challenging.

“Motion by Mr. McGinnis, second by Ms. Miller to approve the 2026 Executive Director Goals as presented.”

On a voice vote, **MOTION CARRIED.**

2. Stadium Drive Facility Renovation/Construction Project Update

Mr. Troyer stated that he has been reviewing site plans and bid documents. The pre-bid is March 19 with bids due April 7. He planned to bring forward a recommendation in May. He was using legal counsel for the contracts. He hoped the exterior would be completed before fall.

3. Executive Director Employment Agreement – Life Insurance

Ms. VanDerKley stated the Executive Director’s Employment Agreement has a clause in the contract for life insurance. The recommendation offers a flat \$400,000 policy rather than follow the existing contract which changes according to wages. This recommendation modifies the employment agreement.

Mr. Fuller stated it would be hard to find an Executive Director who can come in and run the organization so efficiently, so the Board wants to do what they can do to keep him.

Mr. Troyer stated the third-party administrator suggested this because they can get a better deal by doing a 20 year policy with a flat amount instead of an annual adjusting policy.

Ms. VanDerKley stated she was very supportive, it was a reasonable approach with a good premium. She noted that in the future the policy should not be tied to salary.

“Motion by Mr. McGinnis, second by Mr. Fuller to approve securing a 20-year, \$400,000 life insurance policy as recommended.”

On a voice vote, MOTION CARRIED.

ITEM 7 – OTHER ITEMS

A. Announcements and Member Comments

Mr. Fuller stated that during the recent tornado in St. Joseph County, everyone worked together from various agencies. There was significant devastation, but everyone showed up to help.

Mr. Fuller also stated he finds it disappointing that there’s never any public in attendance at these meetings. He stated the Board just said yes to something that was a benefit to many agencies and it was significant. Thank you to everyone. He stated he was disappointed the media wasn’t here to show what we are doing for others.

Mr. McGinnis stated that when Ottawa County went to MCTs and paid for the radios, he was the chair of that board.

Ms. Miller stated she was happy to be on the Board. She noted that the security coverage at the airport was changing and they would be moving forward with a private contractor.

B. Next regular scheduled meeting – May 14, 2026 (Chief Switalski Meeting Room)

ITEM 8 - ADJOURNMENT

The meeting was adjourned at 4:18 p.m.

Chris McComb
Deputy Clerk of KCCDA Board of Directors

KCCDA Administrative Report

April 2026

(Completed May 11, 2026)

Meetings, Discussions, Conference Calls, & Events

The following is a summary of meetings/conference calls, events, and presentations attended by KCCDA's Administrative Team during the timeframe indicated above:

- 68 – Meetings, Video/Telephone Conferences, and Presentations

NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK – April 12th – 18th

We celebrated National Public Safety Telecommunicators Week April 12th through the 18th. Several employee appreciation events occurred throughout the week: theme/dress up days each day, baby goats visited two days, Q It Up! catering delivered food two days (each rotation), several drawings were held throughout the week, and tokens of appreciation for all staff were provided! We have an amazing team of dispatch staff professionals, and we spent the week honoring their tenacity, dedication, and the phenomenal work they perform!

Tasks and/or Projects

The following are tasks carried out by the KCCDA Administration during this period.

- **2026 CAPITAL IMPROVEMENT PROJECTS**

The following is a list of Capital Improvement Projects approved for the current budget year:

- #1 – *Back-Up ECC (Budget: \$690,000 = \$500 equip/\$190 reno)*
Administration is working on a Back-up Emergency Communications Center lease agreement for space at the lower level of the new Township of Kalamazoo PD and Administration building. The agreement is in DRAFT form and has gone thru legal counsel review. We are still finalizing a few design items with the Township and Architectural and Engineering firm. We anticipate the Agreement to be presented at the July Executive Committee meeting before being considered at the July Board meeting.
- #2 – *7040 Stadium Drive Facility Upgrades (Budget: \$1,100,000)*
KCCDA only had two general contractors show up for the mandatory pre-bid meeting on March 19th and only one bid was received before the bid deadlines. Schley Nelson Architects conducted a review of the bid as well as answers to follow-up questions. Schley Nelson Architects present and administration will present their recommendations to the Board of Directors on May 14th.
- #3 – *Kalamazoo MPSCS Subsystem Tower Work (Budget: \$36,120)*
KCCDA subsystem tower foundations will be cleaned, cracks repaired with Elephant Armor, sealed with Elephant Shield, and a topcoat of Vetrofluid applied

this summer. The quote for the work has been executed and sent to MPSCS. After the weather breaks, MPSCS’s contractor will schedule and complete the work.

- *#4 – Radio Readiness Program (Budget: \$4,000,000)*
The Radio Readiness Program is well under way. Administration has had initial meetings with seven fire departments, seven law enforcement agencies, and KCMCA. Thus far, ten agencies/entities have executed their MOU’s which accounts for \$1,580,305 but only \$255,820 has been distributed.
- *2025 #6 / 2026 #5 – VHF Radio Communications Monitoring System Upgrade (2025 Budget: \$34,670 / 2026 Budget: 29,225)*
This project was started in 2025 and is recommended to be carried forward into 2026 in Revision I of the 2026 Capital Projects Fund. The new Tait Enable System server was configured and the new monitoring software has been fully registered with Tait. We will continue to work with Roe Comm on finalizing the configuration of the new system.

- **APRIL 27th WIND-STORM EVENT**

In the early evening hours of April 27th, a significant wind-storm event occurred throughout Kalamazoo County. The following are telephone call statistics that show the significant call volume spike KCCDA staff dealt with during this event:

<u>INCOMING CALLS BY HOUR</u>	
1500-1600	73
1600-1700	474
1700-1800	578
1800-1900	303
1900-2000	279
2000-2100	160
TOTAL	1,867

The 9-1-1 calls that were received during this event, did populate to the appropriate queues in the Vesta Telephony System, but nobody received any messages related to extended call wait times nor limiting calls to “Immediate Threats to Life or Property”. If callers receive messages, they know they are in the queue, and the repeated message encourages the caller to assess if it’s really an immediate threat to life or property. Our priority is to get the configuration corrected in our telephony system, so we once again have the appropriate messaging for callers. Once that is corrected, we will re-evaluate call routing plans, alternate call-overflow routing, and/or emergency call triage systems

- KCCDA STAFFING

The following is a snapshot of KCCDA staffing levels as of April 7, 2026:

POSITION/TITLE	POSITIONS Budgeted	POSITIONS Filled	NOTES
ECO – I	16	11	
ECO – II	32	25	
PT ECO’s	7	6	
Dispatch Supervisor	6	6	
TOTAL:	61	48	

After 14 years of service, ECO-II Michelle Deleeuw resigned effective April 9th. Michelle will be missed and we wish her the best of luck.

- MONTH END FINANCIALS

The Michigan Class investment account and Mercantile General Business Checking were reconciled against the general ledger on May 11, 2026.

- STATISTICS & METRICS

Attached are several different statistical and performance metrics reports:

- ✓ Monthly Accolades, Complaints, and Suggestions
- ✓ Weekly Workload Graphs
- ✓ 2026 and 2025 Monthly workload statistics
- ✓ Emergency Call Wait Time Report
- ✓ Aurelian AI Non-Emergency Call Handling Statistics & External Feedback

April 2026 - Accolades, Complaints and Suggestions

Date Recvd	Related Dept	Received From	Incident Number	Date of Incident	Chief Accolade, Complaint or Suggestion	Investigative Results	KCCDA Actions (if any)
4/6/2026	Citizen	Robert Mendez	CFS 2064, 2078, and 2130	4/6/2026	Wanted to make a complaint about dispatch	Mr. Mendez called in on two separate occasions. He was upset about receiving a subpoena from VanBuren Co and requested KCCDA relay a message to the Michigna State Police. The call taker agreed to relay the message. Upon callback, he received a different call taker who didn't know what he was referring to which upset him. After being very argumentative, the call taker disconnected the phone call. Mr. Mendez called back a third time requesting to speak to a supervisor to make a complaint. He essentially did not like how KCCDA handled the call but did not want the phone number to MSP or an officer to be dispatched to speak with him.	Phone calls were reviewed. No action taken against staff. DD Rose called Mr. Mendez back to relay the investigative findings but Mr. Mendez did not answer. A VM was left for Mr. Mendez to return the call.
4/7/2026	Citizen	John Thomas - Augusta Board Member	CFS 2036	3/28/2026	Mr. Thomas wanted to know why Augusta PD was sent to this call.	Ross Township PD was not on duty at the time of this incident and Richland 5954 was available and dispatched. Soon after the CFS was toned as an unknown accident, it was confirmed the vehicle was on its side, subject entrapped, and citizens trying to break out windows/doors. The Law2 dispatcher zoomed into the call on the map and saw that Augusta PD was close to the incident, attempted to raise Richland 5954 to ask if they wanted 2655 to respond. There was no answer by 5954 and 2655 was sent to back Richland PD given the severity and uncertainty of the incident.	This was a high priority incident and is easily be construed as falling into KCCDA's Emergency Incident Dispatch procedure. Even though the emergency incident dispatch tone was not used, the dispatcher's decision to request Augusta PD to be sent as a back-up unit due to the his/her proximity to the incident is justified. Contact was made with Mr. Thomas and all information was relayed to him regarding the incident.
4/7/2026	KCSO Oshtemo Township	Alan Miller/Cheri Bell	CFS 6521	4/1/2026	Supervisor Bell received a call last Friday from Mary Maiorano (269-329-8331), who was the original complainant when the issue first arose. She reported that she recently observed trucks parked there in violation of the posted restrictions and contacted Kalamazoo County Dispatch to request enforcement. However, she stated she was told the area was not a no parking zone and that a deputy would not be dispatched.	Upon researching the incident, CFS 6521 was located along with the associated phone call. The caller was not told by KCCDA that we would not send an officer. CFS was created and a deputy from KCSO was assigned to the call.	CFS and phone audio were sent back to the complainants. No further action needed.
4/19/2026	Citizen	Emily Williamson	CFS 3733	4/17/2026	Accolade "I've never experienced anything like that before, and I still catch myself replaying it—but I walked away really grateful for her. She handled everything with such professionalism and compassion, and I just felt like that deserved to be recognized."		Accolade passed along to ECO Moore and documented in her employee file.
4/19/2026	Citizen	Tyler Adams	CFS 5558	4/19/2026	See email details and KCCDA response attached.		
4/28/2026	Oshtemo FD	Chief McComb	Several	Windstorm that occurred on the evening of 4/27/26	I wanted to pass along some recognition for Cam VanZile following last night's storms. With the dispatch center getting hit hard with call volume, Cam stayed steady and on top of things the entire time. He kept things moving, communicated clearly with crews, and handled the pressure exactly the way you hope someone will in that situation. It made a difference on our end, and I wanted to make sure you knew the level of work he put in. Please pass along my thanks to him.		Accolade passed along to ECO Vanzile and documented in his employee file.

From: [Jeff Troyer](#)
To: ["Tyler Adams"](#)
Cc: [JIM VAN DYKEN](#); [Lawyer Steven Dulan](#); [Laurette LeBlanc](#); [KCCDA Admin](#)
Subject: RE: Formal Complaint, and Constructive path forward.
Date: Wednesday, April 29, 2026 10:53:00
Attachments: [CFS 5558 04.19.26 - Timeline of Events.pdf](#)
[CFS 5558 CAD Detail Report Redacted.pdf](#)
[FOIA #26-0377.zip](#)

Good Morning Mr. Adams,

We have conducted an internal review of this incident including incoming and outgoing calls from our center and radio traffic related to this incident. Attached is a timeline of events that documents relative telephone calls and radio traffic related to this incident as well as a redacted version of the CAD Call for Service Detail Report (additional public records detailed later).

This timeline of events reveals that we received the first two calls about this incident one second apart – your 911 call at 02:36:17 and a call from Noonlight Security 02:36:18. A computer aided dispatch (CAD) call for service was initiated immediately and 74 seconds after the initial call comes in, our Law2 dispatcher aired the incident on the radio: *“Information for County, two separate callers from the Steak N Shake at 5371 W Main advise there is a group of people there being aggressive”*.

A KCSO Deputy 3251 advises KCCDA to stack the Steak N Shake call as it will be a while before he can get there and the Law2 dispatcher assigns KCSO deputies 3251 and 3105 to the incident at 02:38:11. At 02:38:40, KCCDA receives a call from a Steak N Shake employee and a direct line of communication is established with two-way communication (NOTE: ECO remains on the phone until officers arrive). At 02:40:46, responding deputies ask if there is anyone closer as to the disturbance as they are still quite a ways out and the Law2 dispatcher asks over the radio if anyone else is closer. KCSO deputy 3720 advises he will start that way. The Law2 dispatcher updates responding units as additional information is received from multiple callers. At 02:41:59, WMU PD officer 8873 advises he’s enroute to the Steak N Shake with 3720 and 02:44:21 the first unit checked on scene.

It only took 74 seconds from the time the first phone call rang into KCCDA until the incident was aired on the radio prompting a law enforcement response. This is a highly acceptable timeline for a disturbance call for service. On the contrary, the ECO who received your initial telephone call did not follow standard operating procedure (SOP) for Voice Call Handling for an open 911 call with an obvious incident/disturbance occurring. It’s also important to note that this was the only active telephone call until

02:38:40 when the Steak N Shake employee called. This call, as you noted in your email, should not have been disconnected even if the caller is not directly communicating with the call taker as there is still information that can be obtained solely by listening to what's occurring on the open line. KCCDA will take appropriate corrective actions to reinforce our Voice Call Handling and 911 Hang-up and Open Line Calls SOPs with this call taker.

I also want to address your claims of there being history establishing a "Pattern of Ongoing Issues". You have stipulated that we (KCCDA) have all the specific incidents demonstrating the following ongoing issues:

- Mishandling of calls
- Inputting incorrect or inaccurate information into the system
- Unprofessional and, at times, hostile behavior toward me
- Dispatching law enforcement to incorrect locations
- Public safety agencies later confirming that the reported situations did occur as described
- Refusing or failing to send assistance on multiple occasions when I was actively on 911 and my life was endangered, including statements made by call takers such as:
 - KCCDA staff stating "we won't send you help,"
 - KCCDA staff stating "we will not send you help,"
 - KCCDA staff stating "you are not law enforcement,"
 - similar refusals of service
 - Continued disregard of previously submitted documentation, complaints, and supporting evidence
 - Ignoring a significant and ongoing documented paper trail
 - There are other public safety professionals and agencies who have openly acknowledged these failures to me. This is an ongoing issue that has not been corrected.

All incidents/complaints that you've made to KCCDA have been investigated thoroughly and none of the above claims you stipulate have been found. This is the first incident that we've investigated and found that one of our staff members did not follow proper procedure and I can assure you, this one will be addressed. Furthermore, similar to our request from September, if you can provide specific dates and estimated times of wrongdoing above, we are happy to investigate them like this incident.

I have included a ZIP folder containing the public records related to this incident as well as those resulting from this investigation. This includes all incoming and outgoing telephone calls related to this incident, Kalamazoo MPSCS Subsystem radio recordings related to this incident, the CAD call for service detail report for this incident (redacted in accordance with MCL 15.243, Sec. 13(1)(a) and Sec. 13(1)(d)), KCCDA SOP 02.02 Voice Call Handling, SOP 02.04 9-1-1 Hang Up and Open Line Calls, Training Documents/Program materials covering voice call handling, hang-ups, and open lines,

and all correspondence regarding this incident.

Thank you for bringing this incident to our attention. Have a great rest of your week.

Jeffery Troyer

Executive Director

Kalamazoo County Dispatch Authority

7040 Stadium Dr., Kalamazoo, MI 49009

Ofc: (269) 488-6616

Cell: (269) 718-2195

www.kccda911.org

From: Tyler Adams <adams@armgroupmi.com>

Sent: Sunday, April 19, 2026 18:19

To: Jeff Troyer <JTroyer@kccda911.org>; KCCDA Admin <admin@kccda911.org>

Cc: JIM VAN DYKEN <jimvand2004@msn.com>; Lawyer Steven Dulan <swdulan@stevenwdulan.com>; Laurette LeBlanc <dulanlaw@outlook.com>; Martin Ftacek <MFtacek@kccda911.org>

Subject: Formal Complaint, and Constructive path forward.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Adams Risk Management Group

Tyler James Adams

Owner and Chief Investigator

Emergency Manager

Licensed Professional Investigator, State of Michigan

Board Member, Michigan Council of Professional Investigators

Date: 19 April 2026

To:

Kalamazoo Consolidated Dispatch Authority

Attn: Jeff Troyer and Administrative subordinates

CC:

Steve Dulan, Corporate Counsel
Director of Professional Standards and Public Relations
Jim VanDyken

Subject: Formal Complaint, Standards Notice, and Records Request – Multiple 911 Call Disconnections / Life Safety Risk

Jeff and administration.

I am writing to formally document a critical communications failure during an active incident, and to address it in a manner that is both professional and forward-looking. The intent of this correspondence is not only to outline the seriousness of what occurred, but to ensure these issues are corrected through clear accountability and meaningful resolution moving forward.

This is a formal complaint regarding a critical communications failure during an active incident at Steak 'n Shake at approximately 0230 hours.

I had an open 911 line due to a rapidly escalating and hostile situation involving a group of individuals, with clear and audible indicators of an active disturbance. At the same time, multiple additional 911 calls were being made by employees and management at the location, and our alarm company had already made contact with dispatch.

Despite that, my 911 line was disconnected. Multiple times.

I should not be receiving callbacks from dispatch because my active 911 call was terminated. I should not have to reinitiate contact during a hostile, in progress situation. The fact that multiple callers and an alarm company, were also communicating and hostile background noise were presented and were already engaged with dispatch removes any justification for terminating an active emergency line. On multiple occasions.

Fortunate I happened to see an incoming callback from dispatch. If I had not seen that, I do not know what would have happened. That is not acceptable. Disconnecting an open 911 line during an active hostile event removes real time communication, breaks situational awareness, and introduces additional risk into an already unstable situation.

I should not have to manage an active incident while also worrying whether assistance

will be sent or whether communication with dispatch will be maintained or if my messages are properly received and relayed. Uncertainty at that level creates unnecessary risk and is not acceptable in an emergency response system.

I have been experienced this for years with Kalamazoo consolidated dispatch authority

Pattern of Ongoing Issues

I have numerous prior complaints, formal complaints, and documented communications with your agency dating back to at least 2018. I have more recently provided reminders and a partial list of issues I have dealt with. The documentation and evidence that exists establishes a continuous pattern of problems involving the Kalamazoo Consolidated Dispatch Authority.

This includes, but is not limited to:

Mishandling of calls

Inputting incorrect or inaccurate information into the system

Unprofessional and, at times, hostile behavior toward me

Dispatching law enforcement to incorrect locations

Public safety agencies later confirming that the reported situations did occur as described

Refusing or failing to send assistance on multiple occasions when I was actively on 911 and my life was endangered, including statements made by call takers such as:

“we wont send you help,”

“we will not send you help,”

“you are not law enforcement,”

or similar refusals of service

Continued disregard of previously submitted documentation, complaints, and supporting evidence

Ignoring a significant and ongoing documented paper trail

There are other public safety professionals and agencies who have openly acknowledged these failures to me. This is an ongoing issue that has not been corrected.

Standards and Operational Expectations

Emergency communications in Michigan operate under uniform procedures, policies, protocols, and training standards.

At the national level, recognized industry standards reinforce the same expectations:

The National Emergency Number Association call answering guidance reflects that telecommunicators should remain on the line until the connection is complete and all pertinent information has been relayed.

The Association of Public Safety Communications Officials establishes nationally recognized standards for incident handling that require structured call processing, continuous information gathering, and maintaining communication necessary to support responder safety and incident resolution.

Termination of an active 911 call during a hostile, in progress incident is inconsistent with these principles. It breaks the communication link, removes situational awareness, and interferes with the safe handling of an active event.

All of which place serious Life Safety risks and unnecessary danger to the people of this community and my organization alike.

I have yet to find a PSAP in this country that authorizes disconnects of a 911 line with all factors exist such as the incident today.

And the fact that many people throughout the country have faced criminal charges for actions in less serious circumstances as of this.

Records Request

Preserve and produce the following for the incident at approximately 0230 hours:

All 911 audio recordings associated with this event

All inbound and outbound call recordings, including alarm company communications

All CAD entries, timestamps, notes, and operator inputs,

All 800 radio traffic involved up to deputies making contact with me .

Internal communications,

Identification of all call takers, dispatchers, and supervisors involved

Any internal review, QA review, or incident analysis conducted

Any policies, SOPs, or training guidance relevant to call handling and line disconnection.

Expectation

There is no reasonable explanation for repeated disconnection of an active 911 line under these conditions.

There is no reason for this pattern to continue for the years it has and unaddressed.

I expect a direct response addressing:

What occurred

Why it occurred

What review has been initiated

What corrective actions will be taken

Additional Notice and Intent

I have made repeated and sustained efforts over a significant period of time to address these issues directly and professionally. Despite those efforts, these concerns have not been adequately addressed, and more recently, there has been a continued failure to meaningfully respond to or resolve them. That lack of action only compounds the seriousness of these issues.

My goal is not to create conflict or unnecessary complications. My objective is to ensure that I, my employees, and the personnel operating under my organization are not placed in danger due to breakdowns in communication, protocol failures, or operational deficiencies.

One hundred percent of my staff are active or retired public safety professionals, who have devoted their life to this community and/or country, and we rely on a functioning and dependable communications system to safely perform our duties.

I will state clearly that I have not experienced breakdowns of this nature or magnitude anywhere else in the State of Michigan. Kalamazoo is the only jurisdiction where I have encountered ongoing issues at this level.

Forward Action

In addition, I will be communicating with professional contacts, public safety partners, and private sector stakeholders and other reputable security agencies throughout the region to organize a structured, solutions focused discussion regarding communications with Kalamazoo Consolidated Dispatch Authority.

In an effort to come to a resolution that benefits the people of kalamazoo county. It is being initiated to address documented issues in a forward looking and professional

manner, with the objective of preventing recurrence and strengthening overall system performance.

As previously demonstrated in my prior communications, my approach has been to clearly document issues, create an accurate record, and attempt resolution in good faith. Those efforts were made to identify problems and prevent them from continuing, not to create unnecessary friction. At this point, a broader and more structured approach is necessary.

My goal continues to be ensuring a constructive dialogue, albeit in more structured broader directive.

This discussion will focus on:

Preventing repeat issues that have already been documented

Improving clarity and consistency in public private communications

Strengthening coordination during complex or multi agency incidents

Establishing more reliable communication expectations and response continuity

Exploring structured communication planning models, including redundancy and contingency approaches.

Looking at similar models in other PSAPs throughout the country.

This is about prevention, stability, and long term effectiveness, not revisiting past events unnecessarily. The objective is to establish a functional and consistent communications environment that supports all parties involved and eliminates the risk of continued failures.

Let's work on a resolution together Jeff.

I am beyond confident my command staff, you, and other stakeholders can come up with a resolution that is beneficial to everyone, including your staff it's

operations and more importantly, the community of Kalamazoo and the people we serve.

I approach this with a high level of responsibility and commitment. The safety of my personnel is non-negotiable, and my family's service to this community spans almost 100 years in Kalamazoo alone.

That is something I take seriously, and it directly shapes how I operate. I am not new to this industry, and I have a clear understanding of what effective communication, coordination, and response should look like in real-world situations. I would welcome the opportunity to sit down with you and work toward a practical, professional solution that strengthens communication, improves consistency, and benefits all parties involved—public safety, private sector partners, and the community we serve.

With best regards

**Tyler James Adams, LPI, EMT-B, EM
Investigator|Intelligence Liaison|Emergency Manager
Adams Risk Management Group
Michigan Council of Professional Investigators:Board Member
www.armgroupmi.com
O:269-231-3911**



*"Southwest MI #1 Provider in Off Duty Services & Subject Matter Experts"
100% Staffed by active and retired public safety*

Emergency Call Wait Time Range

For (Month)



Creation Date: 05/04/2026 08:46:12 AM
 Date Range: 04/01/2026 12:00:00 AM - 04/30/2026 11:59:59 PM

Grouping: Month
 Filter Criteria: Please, refer to the last page.

Summary Information

Month	None	0 - 10	11 - 20	21 - 30	31 - 40	41 - 50	51 - 60	>= 61	Total
Call Count	123	11,965	1,083	283	168	78	29	149	13,878
Cumulative Percentage	87 %	95 %	97 %	98 %	99 %	99 %	100 %		
Total									

Emergency Call Wait Time Range

For (Month)



Creation Date: 05/04/2026 08:46:12 AM

Grouping: Month

Date Range: 04/01/2026 12:00:00 AM - 04/30/2026 11:59:59 PM

Filter Criteria: Please, refer to the last page.

Detail Information

Month	None	0 - 10	11 - 20	21 - 30	31 - 40	41 - 50	51 - 60	>= 61	Total
Apr									
	Call Count	123	11,965	1,083	283	168	78	29	149
	Cumulative Percentage	87 %	95 %	97 %	98 %	99 %	99 %	100 %	
Total	Call Count	123	11,965	1,083	283	168	78	29	149
	Cumulative Percentage	87 %	95 %	97 %	98 %	99 %	99 %	100 %	13,878

Emergency Call Wait Time Range

For (Month)

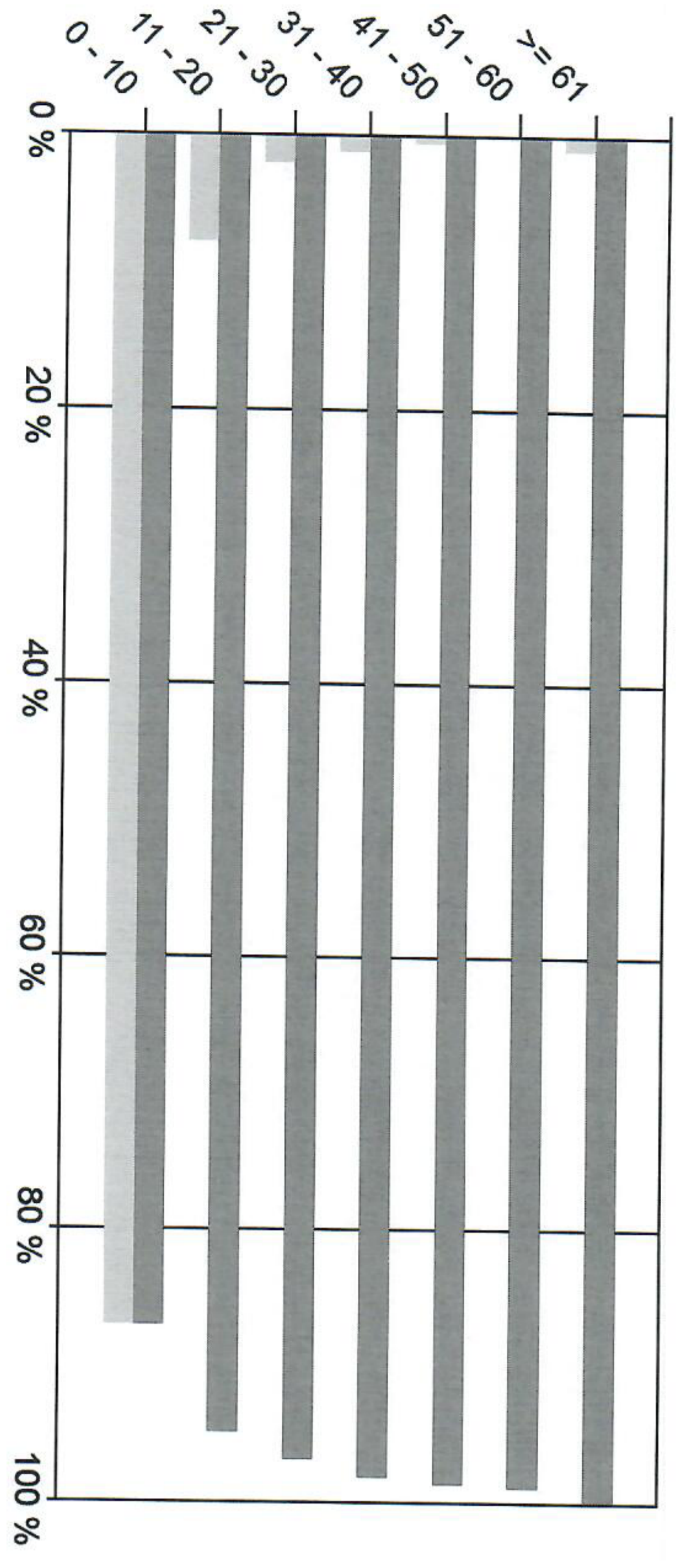


Creation Date: 05/04/2026 08:46:12 AM
Date Range: 04/01/2026 12:00:00 AM - 04/30/2026 11:59:59 PM

Grouping: Month
Filter Criteria: Please, refer to the last page.

Summary Chart

Call Count % by Wait Time Range



■ Cumulative Call Count %
■ Call Count %

Emergency Call Wait Time Range

For (Month)



Creation Date: 05/04/2026 08:46:12 AM

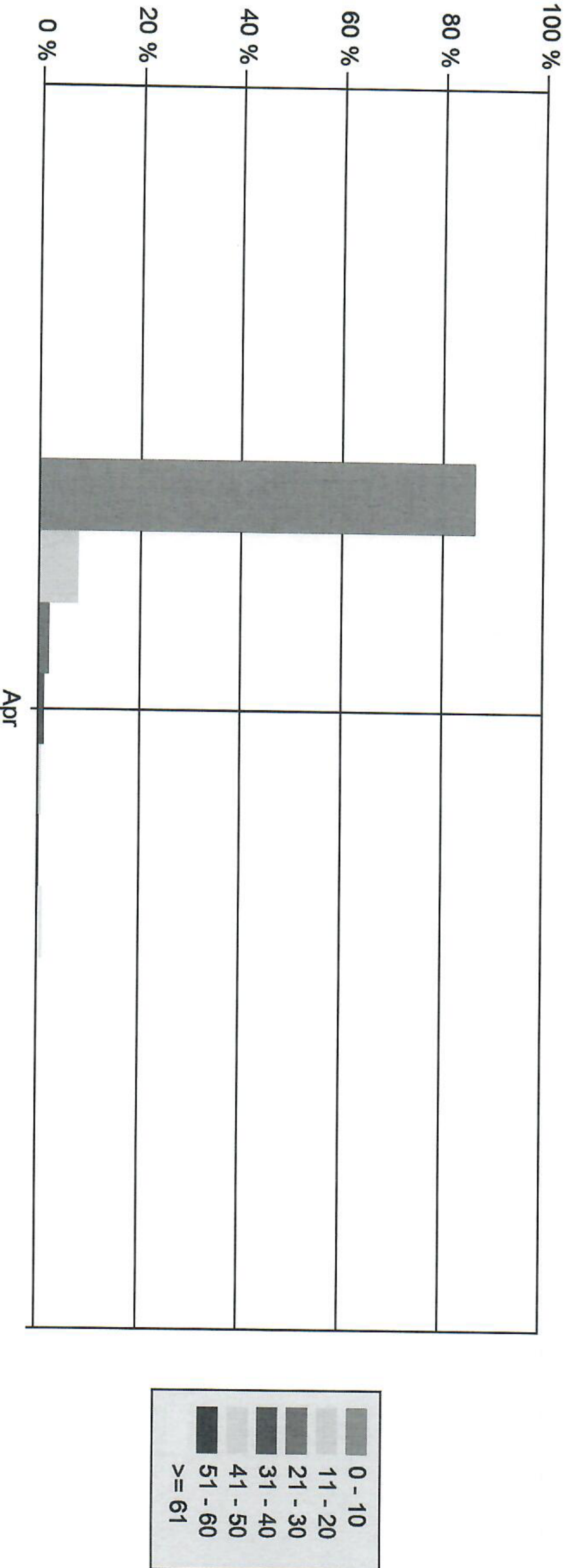
Grouping: Month

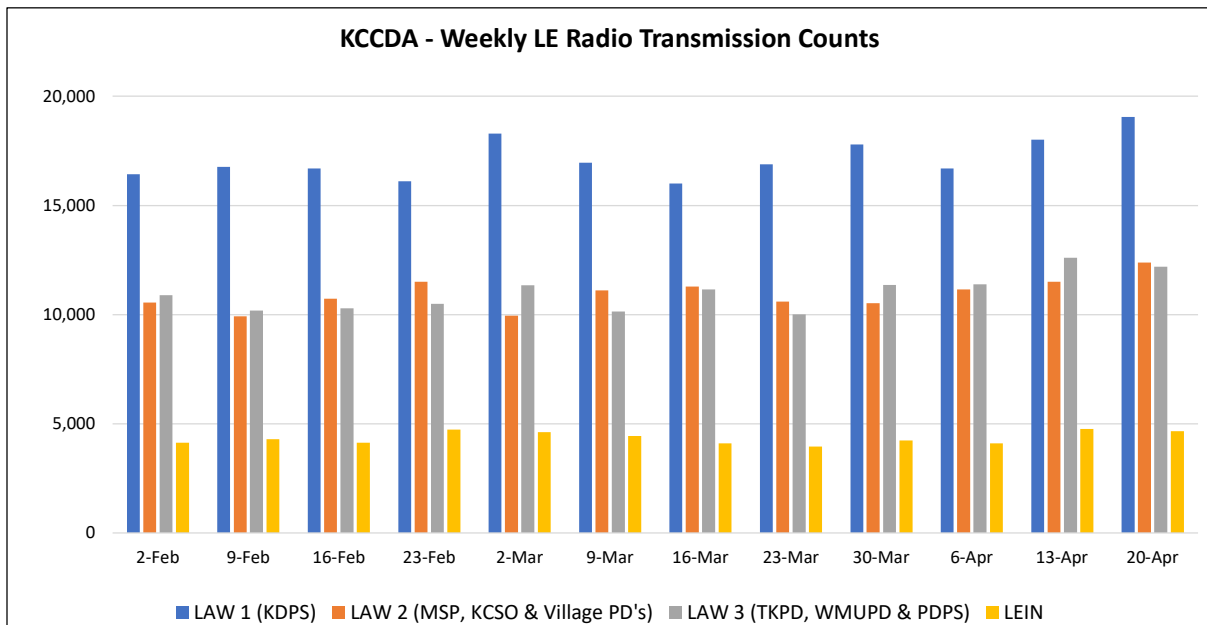
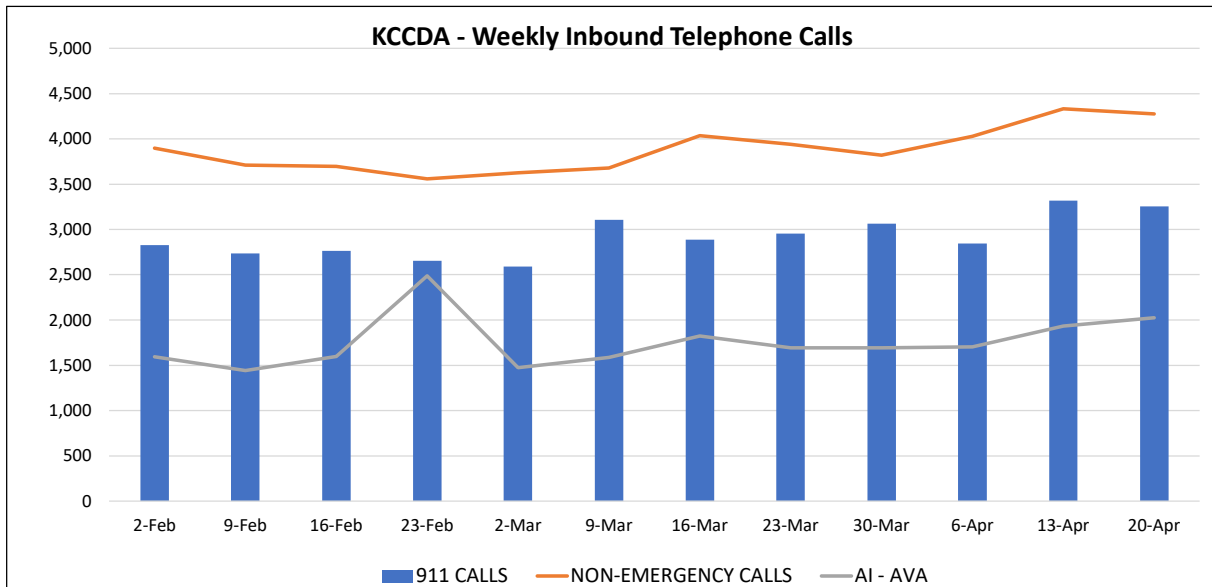
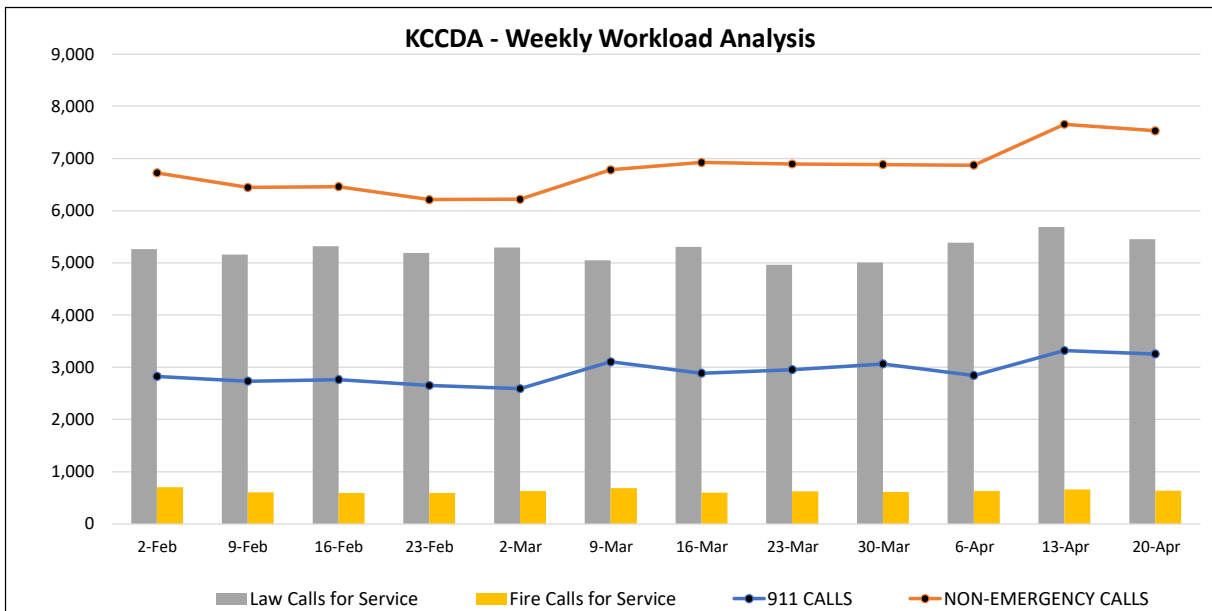
Date Range: 04/01/2026 12:00:00 AM - 04/30/2026 11:59:59 PM

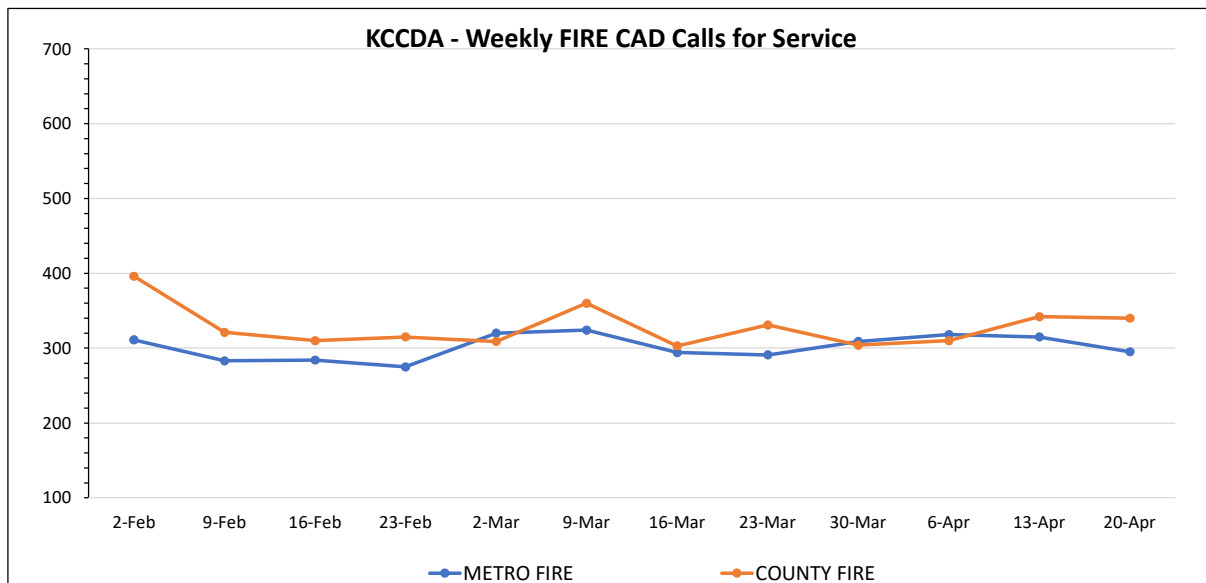
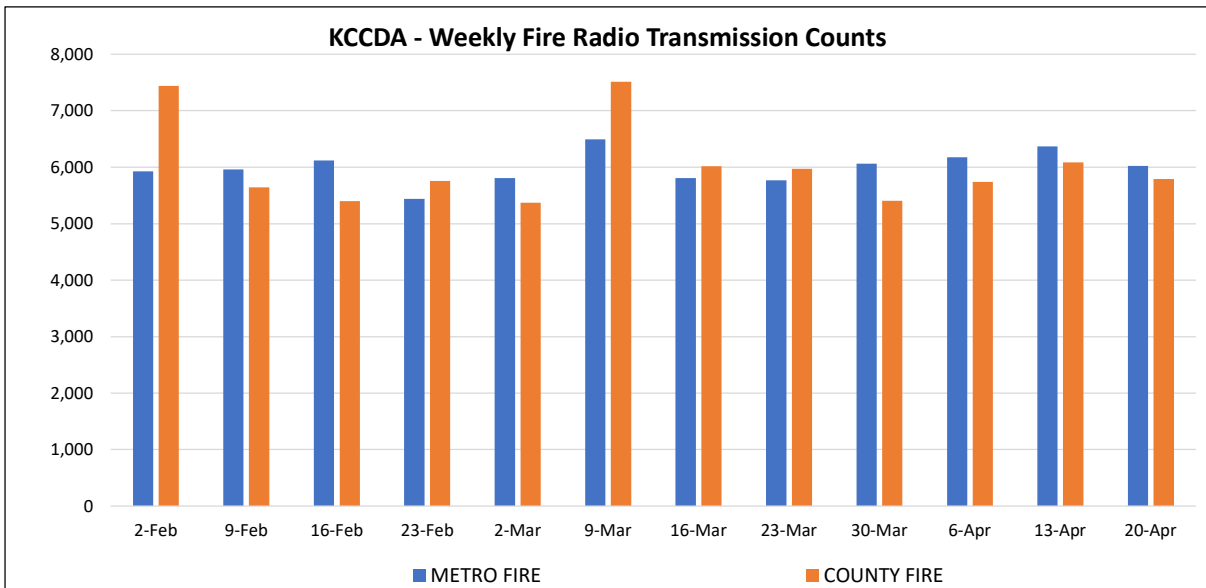
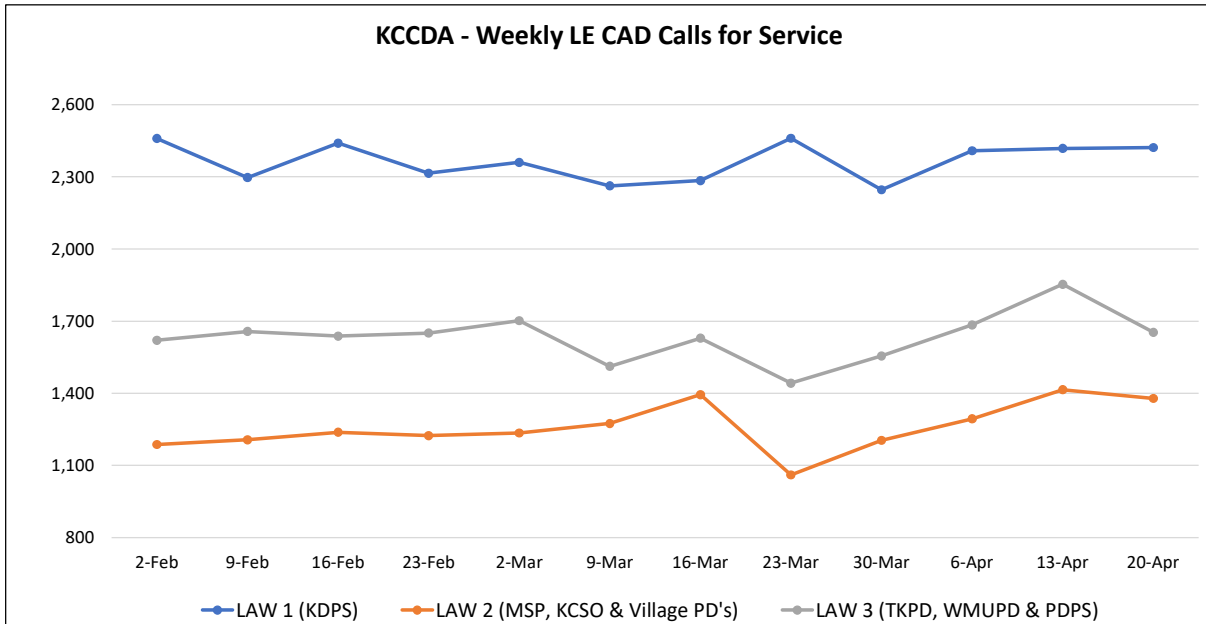
Filter Criteria: Please, refer to the last page.

Detail Chart

Call Count % by Wait Time (Month)







2026 ALL RADIO TRANSMISSIONS

(Includes Dispatch to Field Units, Field Unit to Dispatch, and Field Unit to Field Unit)

	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>YTD TOTAL</u>
<u>Primary Dispatch:</u>													
LAW 1	66,253	65,764	76,437	76,244									284,698
LAW 2	47,609	42,581	47,622	47,439									185,251
LAW 3	44,052	41,891	47,368	50,613									183,924
METRO FIRE	28,962	23,545	26,414	27,692									106,613
COUNTY FIRE	33,178	24,322	27,202	27,395									112,097
LEIN	14,747	17,011	19,518	18,704									69,980
<u>Tactical Channels:</u>													
800-TAC 1	6,236	5,291	5,346	6,501									23,374
800-TAC 2	1,294	816	637	1,410									4,157
800-TAC 3	2,038	700	1,501	2,118									6,357
800-TAC 4	550	613	1,932	1,351									4,446
800-TAC 5	1,406	7,497	3,767	5,487									18,157
800-TAC 6	5	68	50	500									623
800-TAC 7	0	0	59	4									63
800-TAC 8	21	3	4	0									28
TOTAL:	246,351	230,102	257,857	265,458	0	0	0	0	0	0	0	0	999,768
<i>Compared to 2025:</i>	<i>-1.03%</i>	<i>5.97%</i>	<i>-0.30%</i>	<i>1.55%</i>									

2026 TELEPHONE CALLS

	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>TOTAL</u>
KCCDA PHONE CALLS:													
911 CALLS	12,867	10,966	12,776	13,980									50,589
NON-EMERGENCY	17,397	14,908	16,865	18,759									67,929
VOICE CALL TOTAL:	30,264	25,874	29,641	32,739	0	0	0	0	0	0	0	0	118,518
<i>Compared to 2025:</i>	<i>-0.68%</i>	<i>-1.87%</i>	<i>-8.97%</i>	<i>6.86%</i>									
AI - AVA PROCESSED:	6,608	6,086	7,320	7,718									27,732

2026 CAD CALLS FOR SERVICE

(Does not include canceled calls)

<u>DISPATCH POSITION:</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>TOTAL</u>
LAW 1	10,359	9,513	10,361	10,362									40,595
LAW 2	5,179	4,781	5,661	5,642									21,263
LAW 3	6,096	6,567	6,907	7,337									26,907
METRO FIRE	1,373	1,153	1,373	1,340									5,239
COUNTY FIRE	1,643	1,334	1,331	1,554									5,862
TOTAL:	24,650	23,348	25,633	26,235	0	0	0	0	0	0	0	0	99,866
<i>Compared to 2025:</i>	<i>5.86%</i>	<i>4.18%</i>	<i>-2.33%</i>	<i>2.73%</i>									

2025 ALL RADIO TRANSMISSIONS

(Includes Dispatch to Field Units, Field Unit to Dispatch, and Field Unit to Field Unit)

	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>YTD TOTAL</u>
<u>Primary Dispatch:</u>										No Radio Recording Oct 10-14			
LAW 1	65,625	62,252	80,213	76,824	81,754	84,888	86,024	79,529	79,490	59,817	68,313	61,086	885,815
LAW 2	46,481	38,959	43,957	44,590	47,716	49,501	51,864	49,620	47,594	34,745	43,529	46,730	545,286
LAW 3	51,781	44,828	52,683	54,064	51,437	50,040	50,197	52,806	51,200	40,523	45,579	46,382	591,520
METRO FIRE	28,194	22,388	26,509	27,077	29,311	27,719	29,403	29,065	25,863	22,431	23,762	26,556	318,278
COUNTY FIRE	28,503	23,272	22,461	26,778	30,469	26,650	26,138	32,479	27,713	24,298	28,352	32,325	329,438
LEIN	16,629	15,938	20,074	19,887	19,869	19,101	21,765	20,506	21,021	14,103	16,611	14,526	220,030
<u>Tactical Channels:</u>													
800-TAC 1	5,313	4,458	4,861	4,925	6,766	7,032	4,372	5,440	4,880	4,069	4,862	4,485	61,463
800-TAC 2	1,095	811	1,035	1,008	1,075	629	1,192	736	1,381	1,536	1,915	1,075	13,488
800-TAC 3	1,862	1,611	2,466	2,687	1,797	2,285	1,678	1,747	704	801	1,529	1,361	20,528
800-TAC 4	407	177	557	445	593	410	361	243	376	282	230	115	4,196
800-TAC 5	2,876	1,671	3,332	2,939	1,994	2,363	3,637	2,013	4,906	990	1,614	957	29,292
800-TAC 6	61	7	15	41	24	12	1	53	443	1,956	208	19	2,840
800-TAC 7	54	1	455	20	12	94	6	100	712	66	0	1	1,521
800-TAC 8	17	1	9	69	2	150	485	25	2	322	17	43	1,142
TOTAL:	248,898	216,374	258,627	261,354	272,819	270,874	277,123	274,362	266,285	205,939	236,521	235,661	3,024,837
<i>Compared to 2024:</i>	<i>-4.38%</i>	<i>-20.08%</i>	<i>-2.79%</i>	<i>1.61%</i>	<i>-7.30%</i>	<i>-8.98%</i>	<i>-5.08%</i>	<i>-5.62%</i>	<i>-5.41%</i>	<i>-32.03%</i>	<i>-8.19%</i>	<i>-3.61%</i>	

2025 TELEPHONE CALLS

	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>TOTAL</u>
KCCDA PHONE CALLS:													
911 CALLS	11,992	10,486	13,394	12,912	15,908	14,742	14,898	15,095	14,355	13,968	12,566	12,466	162,782
NON-EMERGENCY	18,478	15,873	18,906	17,581	19,780	19,149	19,362	18,733	17,758	17,635	16,271	16,007	215,533
VOICE CALL TOTAL:	30,470	26,359	32,300	30,493	35,688	33,891	34,260	33,828	32,113	31,603	28,837	28,473	378,315
<i>Compared to 2024:</i>	<i>-10.73%</i>	<i>-17.14%</i>	<i>-4.56%</i>	<i>-13.15%</i>	<i>-11.79%</i>	<i>-18.74%</i>	<i>-11.77%</i>	<i>-13.75%</i>	<i>-18.60%</i>	<i>-16.62%</i>	<i>-13.54%</i>	<i>-9.30%</i>	
AI - AVA PROCESSED:	6,832	5,495	6,859	6,854	7,371	7,556	8,659	7,458	7,614	7,408	6,610	6,340	85,056

2025 CAD CALLS FOR SERVICE

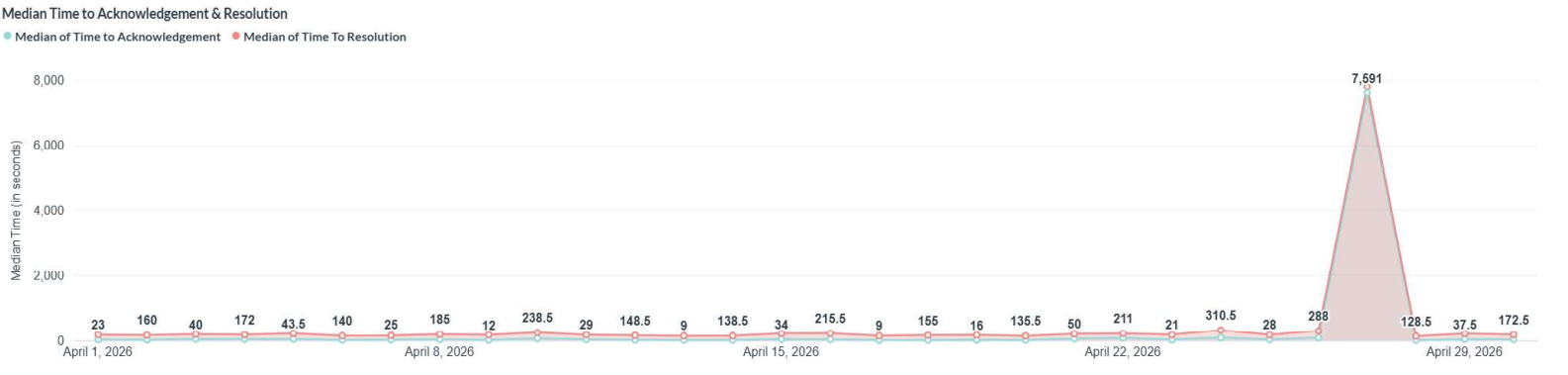
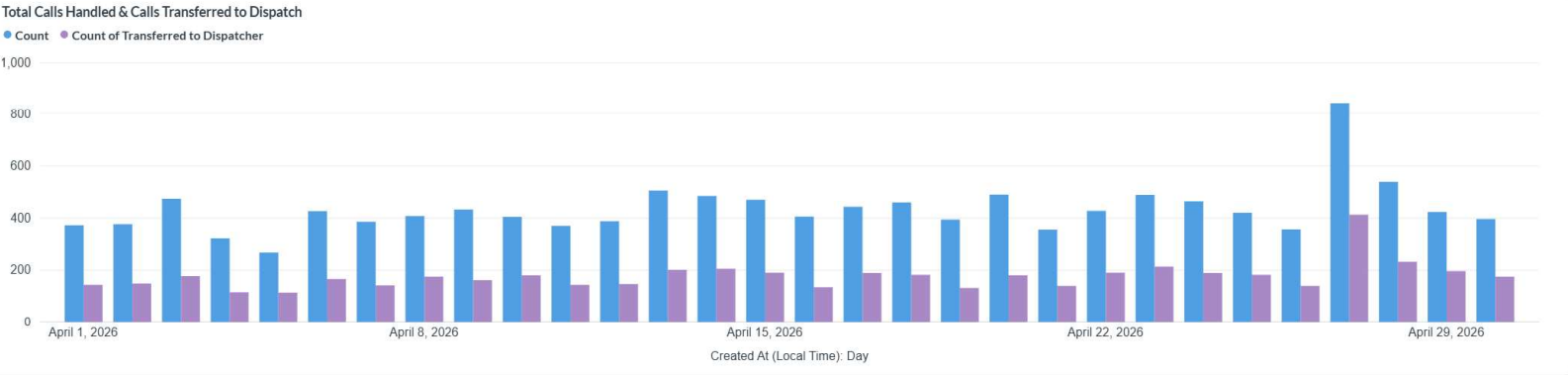
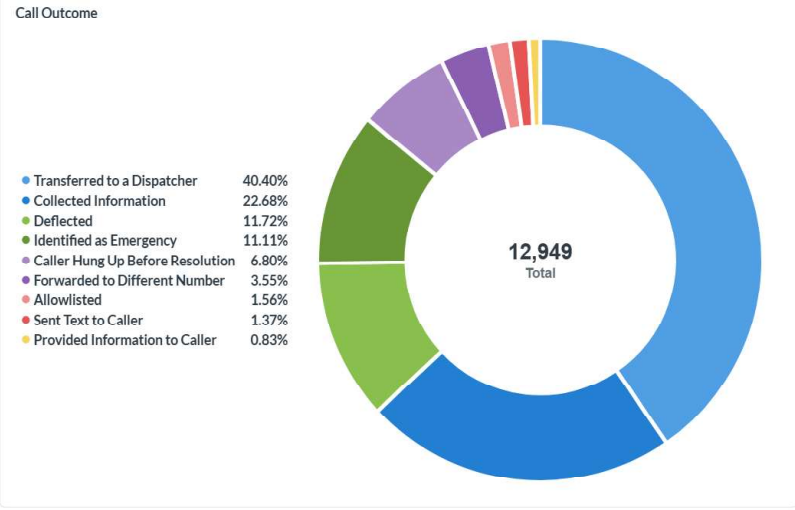
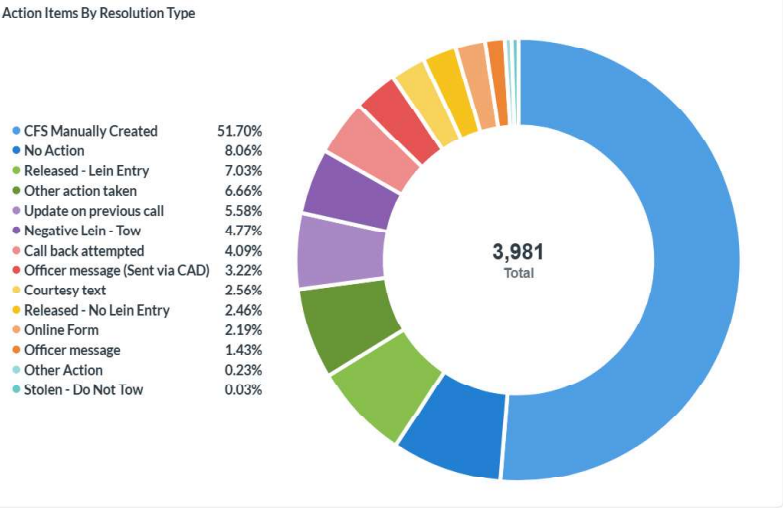
(Does not include canceled calls)

<u>DISPATCH POSITION:</u>	<u>JAN</u>	<u>FEB</u>	<u>MAR</u>	<u>APR</u>	<u>MAY</u>	<u>JUN</u>	<u>JUL</u>	<u>AUG</u>	<u>SEP</u>	<u>OCT</u>	<u>NOV</u>	<u>DEC</u>	<u>TOTAL</u>
LAW 1	8,929	9,072	10,570	10,140	10,952	10,474	11,044	8,641	10,417	10,259	9,505	8,968	118,971
LAW 2	5,096	4,779	5,769	5,160	5,547	5,397	5,580	4,486	5,571	5,534	5,273	5,280	63,472
LAW 3	6,352	5,909	6,790	7,484	6,593	6,153	6,868	5,382	6,726	6,986	6,157	6,121	77,521
METRO FIRE	1,340	1,257	1,536	1,392	1,488	1,441	1,539	1,219	1,379	1,419	1,345	1,350	16,705
COUNTY FIRE	1,488	1,355	1,565	1,344	1,721	1,442	1,465	1,217	1,319	1,541	1,514	1,581	17,552
TOTAL:	23,205	22,372	26,230	25,520	26,301	24,907	26,496	20,945	25,412	25,739	23,794	23,300	294,221
<i>Compared to 2024:</i>	<i>2.46%</i>	<i>-2.47%</i>	<i>10.77%</i>	<i>4.38%</i>	<i>1.89%</i>	<i>-2.91%</i>	<i>1.46%</i>	<i>-26.45%</i>	<i>-0.40%</i>	<i>1.22%</i>	<i>2.15%</i>	<i>1.91%</i>	

Performance V2 - Kalamazoo County MI

Time Range: April 1, 2026 - April 30, 2026

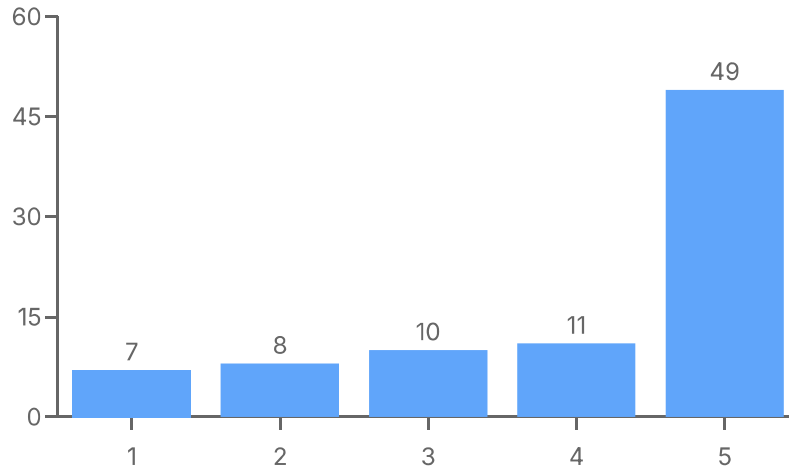
Calls Received	Calls Transferred to Dispatch	Allowlisted Calls	Potential Emergency Calls
12,949	5,231	202	1,438
Calls Transferred to Dispatch Percentage	Action Items Generated	Percentage Positive Feedback	Median of Time To Resolve Call (in Minutes)
40.4%	3,983	99.37%	3.03





Question 1

How would you rate your call experience?



Total responses: 85

85 responses

Kalamazoo County Dispatch Authority

Mercantile General Busn. Checking, Period Ending 03/31/2026

RECONCILIATION REPORT

Reconciled on: 04/06/2026

Reconciled by: Jeff Troyer

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	1,307,435.67
Checks and payments cleared (42).....	-537,093.24
Deposits and other credits cleared (7).....	2,404,413.87
Statement ending balance.....	<u>3,174,756.30</u>
Uncleared transactions as of 03/31/2026.....	-4,652.51
Register balance as of 03/31/2026.....	3,170,103.79
Cleared transactions after 03/31/2026.....	0.00
Uncleared transactions after 03/31/2026.....	-199,202.95
Register balance as of 04/06/2026.....	2,970,900.84

Details

Checks and payments cleared (42)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
01/06/2026	Bill Payment	4817	MCDA	-700.00
02/10/2026	Bill Payment	4874	Schley Nelson Architects, Inc.	-10,697.39
02/19/2026	Bill Payment	4901	Michigan Municipal Risk Man...	-55,517.00
02/20/2026	Expense		Blue Cross Blue Shield of Mic...	-6,666.02
02/24/2026	Bill Payment	4908	Printmill	-85.30
02/24/2026	Bill Payment	4909	Besco	-90.50
02/24/2026	Bill Payment	4910	Standard Insurance Company	-1,302.28
02/24/2026	Bill Payment	4911	DirecTV	-159.98
02/24/2026	Bill Payment	4913	Rose Pest Solutions	-106.00
02/24/2026	Bill Payment	4914	Trace3	-2,919.00
02/24/2026	Bill Payment	4915	Kzoom	-2,269.75
02/24/2026	Bill Payment	4907	Hi-Tech Electric Company	-150.00
03/06/2026	Expense	03.06.26	PAYROLL	-155,069.71
03/13/2026	Bill Payment	4935	Midwest Energy and Commun...	-317.86
03/13/2026	Bill Payment	4940	Core Technology Corporation	-2,000.00
03/13/2026	Bill Payment	4939	Consumers Energy	-23.73
03/13/2026	Bill Payment	4938	Total Fire Protection, Inc.	-2,010.11
03/13/2026	Bill Payment	4936	Insight Public Sector, Inc.	-1,127.54
03/13/2026	Bill Payment	4916	MACNLOW Associates	-2,170.00
03/13/2026	Bill Payment	4917	AT&T - Box 5019	-1,622.94
03/13/2026	Bill Payment	4918	Dixon Lawn Care	-1,275.00
03/13/2026	Bill Payment	4919	Consumers Energy	-1,346.90
03/13/2026	Bill Payment	4920	Schley Nelson Architects, Inc.	-45,305.00
03/13/2026	Bill Payment	4921	Besco	-184.25
03/13/2026	Bill Payment	4922	DL Gallivan Office Solutions	-65.30
03/13/2026	Bill Payment	4923	AT&T Mobility	-546.33
03/13/2026	Bill Payment	4924	Trace3	-1,176.00
03/13/2026	Bill Payment	4925	United Way of Northwest Mich...	-400.02
03/13/2026	Bill Payment	4926	Sohn Linen Service	-48.02
03/13/2026	Bill Payment	4927	Williams Building Services LLC	-2,460.00
03/13/2026	Bill Payment	4928	TransUnion Risk and Alternati...	-320.00
03/13/2026	Bill Payment	4929	Bel Aire Heating and Air Condi...	-252.00
03/13/2026	Bill Payment	4930	Police Legal Sciences	-5,380.00
03/13/2026	Bill Payment	4937	GovWorx, Inc.	-28,000.00
03/13/2026	Bill Payment	4932	Insight Direct USA	-4.36
03/13/2026	Bill Payment	4933	VISA - Mercantile Bank of Mic...	-1,801.05
03/13/2026	Bill Payment	4934	Peninsula Fiber Network	-1,385.00
03/15/2026	Expense		Mercantile Bank of Michigan	-60.00
03/20/2026	Expense	03.20.26	PAYROLL	-143,093.49
03/20/2026	Expense	HSA April 26	Blue Cross Blue Shield of Mic...	-53,713.08

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
03/23/2026	Expense	March 26	Metronet	-4,190.49
03/23/2026	Expense	April 26	Consumers Life Insurance Co...	-1,081.84
Total				-537,093.24

Deposits and other credits cleared (7)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
03/05/2026	Deposit		Kalamazoo County - Millage &...	1,856,150.00
03/18/2026	Deposit		Kalamazoo County - Millage &...	231,650.00
03/19/2026	Deposit		Kalamazoo County - Surcharg...	308,016.67
03/20/2026	Deposit			3,006.68
03/26/2026	Deposit		Michigan Municipal Risk Man...	985.00
03/26/2026	Deposit		Michigan Municipal Risk Man...	3,362.00
03/31/2026	Deposit		Mercantile Bank of Michigan	1,243.52
Total				2,404,413.87

Additional Information

Uncleared checks and payments as of 03/31/2026

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
06/25/2025	Bill Payment	4562	Kearstan Nast	-337.50
11/17/2025	Expense	111425 Special	MERS - Alerus Financial	-43.93
02/24/2026	Bill Payment	4912	Michigan Critical Power	-250.00
03/13/2026	Bill Payment	4931	Colby Investigations, LLC	-4,354.40
Total				-4,985.83

Uncleared deposits and other credits as of 03/31/2026

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
01/06/2025	Deposit		Snow, Chelsea Adele	333.32
Total				333.32

Uncleared checks and payments after 03/31/2026

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
04/01/2026	Bill Payment	4953	Williams Building Services LLC	-2,460.00
04/01/2026	Bill Payment	4954	Translator's Consulting Group,...	-6,000.00
04/01/2026	Bill Payment	4955	DirecTV	-321.97
04/01/2026	Bill Payment	4956	Standard Insurance Company	-1,280.83
04/01/2026	Bill Payment	4957	Peninsula Fiber Network	-1,385.00
04/01/2026	Bill Payment	4958	Tyler Rairigh	-208.54
04/01/2026	Bill Payment	4960	Brittany Phillips	-25.08
04/01/2026	Bill Payment	4961	Left Coast Open Pit LLC	-1,490.00
04/01/2026	Bill Payment	4962	DL Gallivan Office Solutions	-153.65
04/01/2026	Bill Payment	4963	AT&T Mobility	-546.33
04/01/2026	Bill Payment	4964	Tyler Technologies, Inc.	-4,265.50
04/01/2026	Bill Payment	4965	Trellis - Kalamazoo	-890.20
04/01/2026	Bill Payment	4966	Michigan Critical Power	-588.00
04/01/2026	Bill Payment	4967	Jon Moored	-191.40
04/01/2026	Bill Payment	4968	Environmental Systems Rese...	-1,575.00
04/01/2026	Bill Payment	4969	Rose Pest Solutions	-106.00
04/01/2026	Bill Payment	4941	Danielle Mayo	-430.00
04/01/2026	Bill Payment	4942	Integrity Business Solutions	-151.07
04/01/2026	Bill Payment	4943	Dixon Lawn Care	-630.00
04/01/2026	Bill Payment	4944	Consumers Energy	-4,502.44
04/01/2026	Bill Payment	4945	Republic Services	-823.82
04/01/2026	Bill Payment	4946	Besco	-262.00
04/01/2026	Bill Payment	4947	John Bastian	-63.80

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
04/01/2026	Bill Payment	4948	Pace Systems, Inc.	-5,560.00
04/01/2026	Bill Payment	4949	Katelyn Hatfield	-167.65
04/01/2026	Bill Payment	4950	Sohn Linen Service	-144.06
04/01/2026	Bill Payment	4951	HelpNet	-375.00
04/01/2026	Bill Payment	4952	Kalleward Group, Inc.	-239.00
04/01/2026	Bill Payment	4970	Victoria Rose	-98.60
04/01/2026	Bill Payment	4971	MMRMA	-245.00
04/01/2026	Bill Payment	4972	Brittany Phillips	-74.39
04/03/2026	Expense	04.03.26	PAYROLL	-144,024.00
04/04/2026	Expense		MERS - Alerus Financial	-300.00
04/04/2026	Expense		MERS - Alerus Financial	-541.40
04/04/2026	Expense		MERS - Alerus Financial	-9,057.42
04/04/2026	Expense		MERS - Alerus Financial	-63.49
04/06/2026	Expense		MERS - Alerus Financial	-541.40
04/06/2026	Expense		MERS - Alerus Financial	-63.49
04/06/2026	Expense		MERS - Alerus Financial	-9,057.42
04/06/2026	Expense		MERS - Alerus Financial	-300.00
Total				-199,202.95

Kalamazoo County Dispatch Authority

Mercantile General Busn. Checking, Period Ending 04/30/2026

RECONCILIATION REPORT

Reconciled on: 05/11/2026

Reconciled by: Jeff Troyer

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	3,174,756.30
Checks and payments cleared (76).....	-652,460.65
Deposits and other credits cleared (2).....	1,370.10
Statement ending balance.....	<u>2,523,665.75</u>
Uncleared transactions as of 04/30/2026.....	-262,187.81
Register balance as of 04/30/2026.....	2,412,865.30
Cleared transactions after 04/30/2026.....	-151,387.36
Uncleared transactions after 04/30/2026.....	-65,475.92
Register balance as of 05/11/2026.....	2,196,002.02

Details

Checks and payments cleared (76)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
02/24/2026	Bill Payment	4912	Michigan Critical Power	-250.00
03/13/2026	Bill Payment	4931	Colby Investigations, LLC	-4,354.40
04/01/2026	Bill Payment	4948	Pace Systems, Inc.	-5,560.00
04/01/2026	Bill Payment	4953	Williams Building Services LLC	-2,460.00
04/01/2026	Bill Payment	4954	Translator's Consulting Group,...	-6,000.00
04/01/2026	Bill Payment	4955	DirecTV	-321.97
04/01/2026	Bill Payment	4956	Standard Insurance Company	-1,280.83
04/01/2026	Bill Payment	4957	Peninsula Fiber Network	-1,385.00
04/01/2026	Bill Payment	4958	Tyler Rairigh	-208.54
04/01/2026	Bill Payment	4960	Brittany Phillips	-25.08
04/01/2026	Bill Payment	4961	Left Coast Open Pit LLC	-1,490.00
04/01/2026	Bill Payment	4962	DL Gullivan Office Solutions	-153.65
04/01/2026	Bill Payment	4963	AT&T Mobility	-546.33
04/01/2026	Bill Payment	4964	Tyler Technologies, Inc.	-4,265.50
04/01/2026	Bill Payment	4965	Trellis - Kalamazoo	-890.20
04/01/2026	Bill Payment	4966	Michigan Critical Power	-588.00
04/01/2026	Bill Payment	4967	Jon Moored	-191.40
04/01/2026	Bill Payment	4968	Environmental Systems Rese...	-1,575.00
04/01/2026	Bill Payment	4969	Rose Pest Solutions	-106.00
04/01/2026	Bill Payment	4970	Victoria Rose	-98.60
04/01/2026	Bill Payment	4971	MMRMA	-245.00
04/01/2026	Bill Payment	4972	Brittany Phillips	-74.39
04/01/2026	Bill Payment	4941	Danielle Mayo	-430.00
04/01/2026	Bill Payment	4942	Integrity Business Solutions	-151.07
04/01/2026	Bill Payment	4943	Dixon Lawn Care	-630.00
04/01/2026	Bill Payment	4944	Consumers Energy	-4,502.44
04/01/2026	Bill Payment	4945	Republic Services	-823.82
04/01/2026	Bill Payment	4946	Besco	-262.00
04/01/2026	Bill Payment	4947	John Bastian	-63.80
04/01/2026	Bill Payment	4949	Katelyn Hatfield	-167.65
04/01/2026	Bill Payment	4950	Sohn Linen Service	-144.06
04/01/2026	Bill Payment	4951	HelpNet	-375.00
04/01/2026	Bill Payment	4952	Kalleward Group, Inc.	-239.00
04/03/2026	Expense	04.03.26	PAYROLL	-144,024.00
04/06/2026	Expense	040326	MERS - Empower	-5,059.80
04/06/2026	Expense	030626	MERS - Empower	-5,601.76
04/06/2026	Expense	030626	MERS - Empower	-560.35
04/06/2026	Expense	032026	MERS - Empower	-560.35
04/06/2026	Expense	040326	MERS - Empower	-560.35
04/06/2026	Expense	030626	MERS - Empower	-16,962.40

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
04/06/2026	Expense	032026	MERS - Empower	-15,684.48
04/06/2026	Expense	032026	MERS - Empower	-5,137.99
04/06/2026	Expense	040326	MERS - Empower	-15,708.93
04/06/2026	Expense	030626	MERS - Empower	-500.00
04/06/2026	Expense	040326	MERS - Empower	-505.00
04/06/2026	Expense	032026	MERS - Empower	-505.00
04/15/2026	Expense		Mercantile Bank of Michigan	-60.00
04/17/2026	Expense	041726	PAYROLL	-150,998.98
04/18/2026	Expense	041826	MERS - Empower	-16,421.01
04/18/2026	Expense	041826	MERS - Empower	-505.00
04/18/2026	Expense	04.18.26	MERS - Empower	-5,318.69
04/18/2026	Expense	041826	MERS - Empower	-560.35
04/20/2026	Bill Payment	4988	Language Line Services, Inc	-466.13
04/20/2026	Bill Payment	4973	MACNLOW Associates	-275.00
04/20/2026	Bill Payment	4974	Antenna Designs	-2,225.28
04/20/2026	Bill Payment	4975	Tyler Rairigh	-426.39
04/20/2026	Bill Payment	4977	Cohl, Stoker & Toskey, P.C.	-440.00
04/20/2026	Bill Payment	4978	Hi-Tech Electric Company	-895.00
04/20/2026	Bill Payment	4980	Consumers Energy	-4,635.46
04/20/2026	Bill Payment	4981	Besco	-234.50
04/20/2026	Bill Payment	4982	DL Gallivan Office Solutions	-330.24
04/20/2026	Bill Payment	4983	Chelsea Snow	-349.23
04/20/2026	Bill Payment	4984	911 Training Institute	-2,030.00
04/20/2026	Bill Payment	4986	Unum Insurance Company of ...	-2,402.01
04/20/2026	Bill Payment	4987	Sohn Linen Service	-48.02
04/20/2026	Bill Payment	4990	Michigan State Police - Cashi...	-387.00
04/20/2026	Bill Payment	4992	VISA - Mercantile Bank of Mic...	-3,752.88
04/20/2026	Bill Payment	4993	Roto-Rooter	-246.95
04/20/2026	Bill Payment	4994	Midwest Energy and Commun...	-346.10
04/20/2026	Bill Payment	4996	Insight Public Sector, Inc.	-1,127.54
04/20/2026	Bill Payment	4997	VISA - Mercantile Bank of Mic...	-1,290.00
04/21/2026	Expense	HSA May 26	Blue Cross Blue Shield of Mic...	-45,597.95
04/21/2026	Expense	April 26	Metronet	-4,204.01
04/21/2026	Expense	HMO May 26	Blue Cross Blue Shield of Mic...	-3,176.20
04/22/2026	Expense	May26	Consumers Life Insurance Co...	-1,094.23
05/01/2026	Expense	050126	PAYROLL	-151,387.36

Total -652,460.65

Deposits and other credits cleared (2)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
04/23/2026	Deposit		Snow, Chelsea Adele	200.01
04/30/2026	Deposit		Mercantile Bank of Michigan	1,170.09

Total 1,370.10

Additional Information

Uncleared checks and payments as of 04/30/2026

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
06/25/2025	Bill Payment	4562	Kearstan Nast	-337.50
11/17/2025	Expense	111425 Special	MERS - Alerus Financial	-43.93
04/20/2026	Bill Payment	4995	Oshtemo Township	-255,820.00
04/20/2026	Bill Payment	4976	Justice Fence Co.	-750.00
04/20/2026	Bill Payment	4979	Burnham & Flower Insurance ...	-120.00
04/20/2026	Bill Payment	4991	Absolute Software, Inc.	-5,250.96
04/20/2026	Bill Payment	4985	Houseman, Michael	-198.74

Total -262,521.13

Uncleared deposits and other credits as of 04/30/2026

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
01/06/2025	Deposit		Snow, Chelsea Adele	333.32
Total				333.32

Uncleared checks and payments after 04/30/2026

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
05/02/2026	Expense	050126	MERS - Empower	-505.00
05/02/2026	Expense	050126	MERS - Empower	-15,905.55
05/02/2026	Expense	050126	MERS - Empower	-5,339.53
05/02/2026	Expense	050126	MERS - Empower	-560.35
05/04/2026	Bill Payment	5010	Principal Life Insurance Comp...	-3,388.93
05/04/2026	Bill Payment	5011	Williams Building Services LLC	-2,460.00
05/04/2026	Bill Payment	5012	Standard Insurance Company	-1,191.11
05/04/2026	Bill Payment	5013	DirecTV	-2.01
05/04/2026	Bill Payment	5006	Trace3	-3,988.50
05/04/2026	Bill Payment	5015	Peninsula Fiber Network	-1,385.00
05/04/2026	Bill Payment	5016	NENA	-920.00
05/04/2026	Bill Payment	5017	Rose Pest Solutions	-110.00
05/04/2026	Bill Payment	5018	Travelers - RMD	-57.00
05/04/2026	Bill Payment	5019	Insight Public Sector, Inc.	-1,127.54
05/04/2026	Bill Payment	4998	Consumers Energy	-506.32
05/04/2026	Bill Payment	4999	Frontline Public Safety Solutio...	-6,598.47
05/04/2026	Bill Payment	5000	Republic Services	-494.99
05/04/2026	Bill Payment	5001	Besco	-72.00
05/04/2026	Bill Payment	5002	AT&T Mobility	-546.19
05/04/2026	Bill Payment	5003	Zachary Sackrider	-436.40
05/04/2026	Bill Payment	5004	INdigital	-17,838.51
05/04/2026	Bill Payment	5005	Felicia Gorang	-321.28
05/04/2026	Bill Payment	5014	Insight Direct USA	-4.36
05/04/2026	Bill Payment	5007	Heart of West Michigan Unite...	-1,200.06
05/04/2026	Bill Payment	5008	Sohn Linen Service	-48.02
05/04/2026	Bill Payment	5009	Clear Choice Headsets & Tec...	-468.80
Total				-65,475.92

Kalamazoo County Dispatch Authority
Michigan CLASS, Period Ending 03/31/2026

RECONCILIATION REPORT

Reconciled on: 04/06/2026

Reconciled by: Jeff Troyer

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	7,037,143.42
Checks and payments cleared (0).....	0.00
Deposits and other credits cleared (1).....	22,405.76
Statement ending balance.....	<u>7,059,549.18</u>

Register balance as of 03/31/2026.....7,059,549.18

Details

Deposits and other credits cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
03/31/2026	Deposit		Michigan CLASS	22,405.76
Total				22,405.76

Kalamazoo County Dispatch Authority

Michigan CLASS, Period Ending 04/30/2026

RECONCILIATION REPORT

Reconciled on: 05/11/2026

Reconciled by: Jeff Troyer

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	7,059,549.18
Checks and payments cleared (0).....	0.00
Deposits and other credits cleared (1).....	21,777.81
Statement ending balance.....	<u>7,081,326.99</u>
Register balance as of 04/30/2026.....	7,081,326.99

Details

Deposits and other credits cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
04/30/2026	Deposit		Michigan CLASS	21,777.81
Total				21,777.81



Kalamazoo County Consolidated Dispatch Authority

Budget vs. Actuals: 2026 General Fund Budget - Original

January - December 2026

	2911 - GENERAL OPERATIONS			2913 - TRAINING			TOTAL		
	ACTUAL	BUDGET	REMAINING	ACTUAL	BUDGET	REMAINING	ACTUAL	BUDGET	REMAINING
Income									
402.000 Property Taxes	1,913,452.75	7,651,262.00	5,737,809.25				\$1,913,452.75	\$7,651,262.00	\$5,737,809.25
573.000 Local Community Stabilization Share	174,347.25	697,389.00	523,041.75				\$174,347.25	\$697,389.00	\$523,041.75
615.010 Surcharge Revenue - State 911		468,000.00	468,000.00		52,000.00	52,000.00	\$0.00	\$520,000.00	\$520,000.00
615.020 Surcharge Revenue - Local 911	72.87	1,150,000.00	1,149,927.13				\$72.87	\$1,150,000.00	\$1,149,927.13
651.000 Charges for Services - User Fees		18,750.00	18,750.00				\$0.00	\$18,750.00	\$18,750.00
665.000 Interest Earned	91,036.48	250,000.00	158,963.52				\$91,036.48	\$250,000.00	\$158,963.52
667.000 Rent/Lease Revenue		10,200.00	10,200.00				\$0.00	\$10,200.00	\$10,200.00
671.000 Miscellaneous Revenue	4,347.00	50.00	(4,297.00)				\$4,347.00	\$50.00	\$ (4,297.00)
Total Income	\$2,183,256.35	\$10,245,651.00	\$8,062,394.65	\$0.00	\$52,000.00	\$52,000.00	\$2,183,256.35	\$10,297,651.00	\$8,114,394.65
GROSS PROFIT	\$2,183,256.35	\$10,245,651.00	\$8,062,394.65	\$0.00	\$52,000.00	\$52,000.00	\$2,183,256.35	\$10,297,651.00	\$8,114,394.65
Expenses									
700 thru 718 Personnel Services							\$0.00	\$0.00	\$0.00
702.010 Salaries - Administration	101,687.03	366,784.00	265,096.97				\$101,687.03	\$366,784.00	\$265,096.97
702.020 Wages - Regular					15,000.00	15,000.00	\$0.00	\$15,000.00	\$15,000.00
702.021 Administrative Support	74,868.83	277,026.00	202,157.17				\$74,868.83	\$277,026.00	\$202,157.17
702.022 Dispatch Supervisors	110,765.28	508,815.00	398,049.72				\$110,765.28	\$508,815.00	\$398,049.72
702.023 ECO II's	474,213.34	1,875,028.00	1,400,814.66				\$474,213.34	\$1,875,028.00	\$1,400,814.66
702.024 ECO I's	185,337.86	802,298.00	616,960.14				\$185,337.86	\$802,298.00	\$616,960.14
702.026 Bereavement	1,633.92		(1,633.92)				\$1,633.92	\$0.00	\$ (1,633.92)
Total 702.020 Wages - Regular	846,819.23	3,463,167.00	2,616,347.77		15,000.00	15,000.00	\$846,819.23	\$3,478,167.00	\$2,631,347.77
702.030 Wages - Overtime		382,520.00	382,520.00				\$0.00	\$382,520.00	\$382,520.00
702.031 Administrative Support	91.58		(91.58)				\$91.58	\$0.00	\$ (91.58)
702.032 Dispatch Supervisors	24,009.58		(24,009.58)				\$24,009.58	\$0.00	\$ (24,009.58)
702.033 ECO II's	48,310.43		(48,310.43)				\$48,310.43	\$0.00	\$ (48,310.43)
702.034 ECO I's	12,455.78		(12,455.78)				\$12,455.78	\$0.00	\$ (12,455.78)
Total 702.030 Wages - Overtime	84,867.37	382,520.00	297,652.63				\$84,867.37	\$382,520.00	\$297,652.63
702.050 CTO Pay	7,207.18	25,000.00	17,792.82				\$7,207.18	\$25,000.00	\$17,792.82
706.000 Wages - Holiday Premium	40,591.74	218,929.00	178,337.26				\$40,591.74	\$218,929.00	\$178,337.26
712.000 Payment in Lieu of Benefits	14,175.00	48,750.00	34,575.00				\$14,175.00	\$48,750.00	\$34,575.00
714.000 Longevity		14,800.00	14,800.00				\$0.00	\$14,800.00	\$14,800.00
715.010 Auto Allowance	3,620.00	8,688.00	5,068.00				\$3,620.00	\$8,688.00	\$5,068.00
Total 700 thru 718 Personnel Services	1,098,967.55	4,528,638.00	3,429,670.45		15,000.00	15,000.00	\$1,098,967.55	\$4,543,638.00	\$3,444,670.45
719 thru 725 Benefits and Taxes							\$0.00	\$0.00	\$0.00
719.000 Workers Comp Insurance	2,240.34	15,917.00	13,676.66				\$2,240.34	\$15,917.00	\$13,676.66
720.010 Medical/Health Insurance	352,356.70	517,235.00	164,878.30				\$352,356.70	\$517,235.00	\$164,878.30
720.020 Dental Insurance	10,821.15	39,851.00	29,029.85				\$10,821.15	\$39,851.00	\$29,029.85
720.030 Vision Insurance	1,564.92	5,744.00	4,179.08				\$1,564.92	\$5,744.00	\$4,179.08
720.040 Life Insurance	8,282.28	10,167.00	1,884.72				\$8,282.28	\$10,167.00	\$1,884.72



Kalamazoo County Consolidated Dispatch Authority

Budget vs. Actuals: 2026 General Fund Budget - Original

January - December 2026

	2911 - GENERAL OPERATIONS			2913 - TRAINING			TOTAL		
	ACTUAL	BUDGET	REMAINING	ACTUAL	BUDGET	REMAINING	ACTUAL	BUDGET	REMAINING
720.050 Unemployment		9,000.00	9,000.00				\$0.00	\$9,000.00	\$9,000.00
720.060 HSA Contributions	108,375.00	125,375.00	17,000.00				\$108,375.00	\$125,375.00	\$17,000.00
720.070 Short-Term Disability Insurance	9,681.91	23,900.00	14,218.09				\$9,681.91	\$23,900.00	\$14,218.09
721.000 Social Security	65,274.80	278,308.00	213,033.20				\$65,274.80	\$278,308.00	\$213,033.20
722.000 Medicare	15,265.86	65,088.00	49,822.14				\$15,265.86	\$65,088.00	\$49,822.14
724.000 Dependent Care Assistance Program		30,000.00	30,000.00				\$0.00	\$30,000.00	\$30,000.00
724.010 DCAP Tri-Share	2,373.44		(2,373.44)				\$2,373.44	\$0.00	\$(2,373.44)
Total 724.000 Dependent Care Assistance Program	2,373.44	30,000.00	27,626.56				\$2,373.44	\$30,000.00	\$27,626.56
725.010 Retirement - MERS DC	107,670.11	361,284.00	253,613.89				\$107,670.11	\$361,284.00	\$253,613.89
725.020 Retirement - MERS 457	8,743.24	26,907.00	18,163.76				\$8,743.24	\$26,907.00	\$18,163.76
725.030 Retirement - MERS HCSP		74,418.00	74,418.00				\$0.00	\$74,418.00	\$74,418.00
Total 719 thru 725 Benefits and Taxes	692,649.75	1,583,194.00	890,544.25				\$692,649.75	\$1,583,194.00	\$890,544.25
726 thru 799 Supplies							\$0.00	\$0.00	\$0.00
727.000 Office Supplies	500.86	15,000.00	14,499.14				\$500.86	\$15,000.00	\$14,499.14
730.000 Maintenance Supplies	1,237.67	6,000.00	4,762.33				\$1,237.67	\$6,000.00	\$4,762.33
740.000 Uniform Supplies		8,000.00	8,000.00				\$0.00	\$8,000.00	\$8,000.00
760.000 Kitchen Supplies		1,750.00	1,750.00				\$0.00	\$1,750.00	\$1,750.00
764.000 Food Supplies		1,750.00	1,750.00				\$0.00	\$1,750.00	\$1,750.00
Total 726 thru 799 Supplies	1,738.53	32,500.00	30,761.47				\$1,738.53	\$32,500.00	\$30,761.47
800 thru 969 Services & Other Charges							\$0.00	\$0.00	\$0.00
801.010 Contractual Services	628,574.64	1,032,233.00	403,658.36				\$628,574.64	\$1,032,233.00	\$403,658.36
805.010 Professional Services - Audit	975.00	9,000.00	8,025.00				\$975.00	\$9,000.00	\$8,025.00
810.000 Administrative Fees		3,600.00	3,600.00				\$0.00	\$3,600.00	\$3,600.00
813.000 Legal Fees	506.00	15,000.00	14,494.00				\$506.00	\$15,000.00	\$14,494.00
820.010 Interpreter Fees	1,408.37	10,000.00	8,591.63				\$1,408.37	\$10,000.00	\$8,591.63
835.010 Medical Services - Physical Exams		3,500.00	3,500.00				\$0.00	\$3,500.00	\$3,500.00
835.020 Medical Services - Drug Testing		1,500.00	1,500.00				\$0.00	\$1,500.00	\$1,500.00
850.010 Telephone Service	4,120.84	19,500.00	15,379.16				\$4,120.84	\$19,500.00	\$15,379.16
850.020 Internet Service	25,047.89	84,780.00	59,732.11				\$25,047.89	\$84,780.00	\$59,732.11
850.030 Copying		2,500.00	2,500.00				\$0.00	\$2,500.00	\$2,500.00
850.040 Mailing	347.64	3,000.00	2,652.36				\$347.64	\$3,000.00	\$2,652.36
870.010 Travel - Training/Registration	5,164.00	14,000.00	8,836.00	14,699.00	29,000.00	14,301.00	\$19,863.00	\$43,000.00	\$23,137.00
870.020 Travel - Lodging	1,701.30	20,000.00	18,298.70	1,000.48	2,500.00	1,499.52	\$2,701.78	\$22,500.00	\$19,798.22
870.030 Travel- Meals/Food	1,945.48	8,000.00	6,054.52	710.31	2,500.00	1,789.69	\$2,655.79	\$10,500.00	\$7,844.21
870.040 Travel - Mileage	1,175.81	5,000.00	3,824.19	577.56	2,500.00	1,922.44	\$1,753.37	\$7,500.00	\$5,746.63
870.050 Travel - Other	410.00	12,000.00	11,590.00	862.79	500.00	(362.79)	\$1,272.79	\$12,500.00	\$11,227.21
871.010 Education Expense		2,000.00	2,000.00				\$0.00	\$2,000.00	\$2,000.00
900.000 Printing	173.70	2,000.00	1,826.30				\$173.70	\$2,000.00	\$1,826.30
905.000 Advertising	4,655.63	12,000.00	7,344.37				\$4,655.63	\$12,000.00	\$7,344.37



Kalamazoo County Consolidated Dispatch Authority

Budget vs. Actuals: 2026 General Fund Budget - Original

January - December 2026

	2911 - GENERAL OPERATIONS			2913 - TRAINING			TOTAL		
	ACTUAL	BUDGET	REMAINING	ACTUAL	BUDGET	REMAINING	ACTUAL	BUDGET	REMAINING
915.000 Dues & Subscriptions	3,623.98	12,000.00	8,376.02				\$3,623.98	\$12,000.00	\$8,376.02
920.010 Utilities - Gas	1,238.03	8,000.00	6,761.97				\$1,238.03	\$8,000.00	\$6,761.97
920.020 Utilities - Electricity	16,271.07	76,000.00	59,728.93				\$16,271.07	\$76,000.00	\$59,728.93
920.030 Utilities - Water & Sewer	1,997.48	6,400.00	4,402.52				\$1,997.48	\$6,400.00	\$4,402.52
934.010 Repair & Maintenance - Equipment	4,712.78	28,000.00	23,287.22				\$4,712.78	\$28,000.00	\$23,287.22
955.000 Miscellaneous Operating	546.45	20,000.00	19,453.55				\$546.45	\$20,000.00	\$19,453.55
958.010 Insurance Premium	50,890.59	60,000.00	9,109.41				\$50,890.59	\$60,000.00	\$9,109.41
Total 800 thru 969 Services & Other Charges	755,486.68	1,470,013.00	714,526.32	17,850.14	37,000.00	19,149.86	\$773,336.82	\$1,507,013.00	\$733,676.18
970 thru 989 Equipment & Capital Outlay							\$0.00	\$0.00	\$0.00
976.000 Project Costs		20,000.00	20,000.00				\$0.00	\$20,000.00	\$20,000.00
980.010 Equipment/Software - Small	4,807.97	40,000.00	35,192.03				\$4,807.97	\$40,000.00	\$35,192.03
Total 970 thru 989 Equipment & Capital Outlay	4,807.97	60,000.00	55,192.03				\$4,807.97	\$60,000.00	\$55,192.03
990 thru 994 Debt Service							\$0.00	\$0.00	\$0.00
992.010 Lease - Facility		100.00	100.00				\$0.00	\$100.00	\$100.00
Total 990 thru 994 Debt Service		100.00	100.00				\$0.00	\$100.00	\$100.00
Total Expenses	\$2,553,650.48	\$7,674,445.00	\$5,120,794.52	\$17,850.14	\$52,000.00	\$34,149.86	\$2,571,500.62	\$7,726,445.00	\$5,154,944.38
NET OPERATING INCOME	\$ (370,394.13)	\$2,571,206.00	\$2,941,600.13	\$ (17,850.14)	\$0.00	\$17,850.14	\$ (388,244.27)	\$2,571,206.00	\$2,959,450.27
Other Expenses									
995 thru 999 Transfers Out & Other Financing Uses							\$0.00	\$0.00	\$0.00
995.010 Transfer Out - Capital Projects Fund		2,250,000.00	2,250,000.00				\$0.00	\$2,250,000.00	\$2,250,000.00
Total 995 thru 999 Transfers Out & Other Financing Uses		2,250,000.00	2,250,000.00				\$0.00	\$2,250,000.00	\$2,250,000.00
Total Other Expenses	\$0.00	\$2,250,000.00	\$2,250,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,250,000.00	\$2,250,000.00
NET OTHER INCOME	\$0.00	\$ (2,250,000.00)	\$ (2,250,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$ (2,250,000.00)	\$ (2,250,000.00)
NET INCOME	\$ (370,394.13)	\$321,206.00	\$691,600.13	\$ (17,850.14)	\$0.00	\$17,850.14	\$ (388,244.27)	\$321,206.00	\$709,450.27



Kalamazoo County Dispatch Authority

Budget vs. Actuals: 2026 Capital Projects Fund - Original

January - December 2026

	2930 - CAPITAL PROJECTS FUND				TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income								
699.000 Other Financing - Transfers In		2,250,000.00	-2,250,000.00		\$0.00	\$2,250,000.00	\$ -2,250,000.00	0.00%
Total Income	\$0.00	\$2,250,000.00	\$ -2,250,000.00	0.00%	\$0.00	\$2,250,000.00	\$ -2,250,000.00	0.00%
GROSS PROFIT	\$0.00	\$2,250,000.00	\$ -2,250,000.00	0.00 %	\$0.00	\$2,250,000.00	\$ -2,250,000.00	0.00 %
Expenses								
800 thru 969 Services & Other Charges					\$0.00	\$0.00	\$0.00	0.00%
934.010 Repair & Maintenance - Equipment	750.00		750.00		\$750.00	\$0.00	\$750.00	0.00%
Total 800 thru 969 Services & Other Charges	750.00		750.00		\$750.00	\$0.00	\$750.00	0.00%
970 thru 989 Equipment & Capital Outlay					\$0.00	\$0.00	\$0.00	0.00%
980.000 Equipment/Software - Capital	255,820.00	4,536,120.00	-4,280,300.00	5.64 %	\$255,820.00	\$4,536,120.00	\$ -4,280,300.00	5.64 %
980.020 Facility - Capital	56,002.39	1,290,000.00	-1,233,997.61	4.34 %	\$56,002.39	\$1,290,000.00	\$ -1,233,997.61	4.34 %
Total 970 thru 989 Equipment & Capital Outlay	311,822.39	5,826,120.00	-5,514,297.61	5.35 %	\$311,822.39	\$5,826,120.00	\$ -5,514,297.61	5.35 %
Total Expenses	\$312,572.39	\$5,826,120.00	\$ -5,513,547.61	5.37 %	\$312,572.39	\$5,826,120.00	\$ -5,513,547.61	5.37 %
NET OPERATING INCOME	\$ -312,572.39	\$ -3,576,120.00	\$3,263,547.61	8.74 %	\$ -312,572.39	\$ -3,576,120.00	\$3,263,547.61	8.74 %
NET INCOME	\$ -312,572.39	\$ -3,576,120.00	\$3,263,547.61	8.74 %	\$ -312,572.39	\$ -3,576,120.00	\$3,263,547.61	8.74 %



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

March 25, 2026

Jeff Troyer
Kalamazoo County Consolidated Dispatch Authority
7040 Stadium Drive
Kalamazoo, MI 49032

Dear Jeff Troyer:

Thank you for your recent renewal with the Michigan Municipal Risk Management Authority (MMRMA). On behalf of the MMRMA Board of Directors, I am very pleased to provide the Kalamazoo County Consolidated Dispatch Authority with \$3,362. This represents your share of the distribution of excess net assets from MMRMA to current eligible renewing Members declared by the Board in January 2025. In accordance with your instructions, the full amount of \$3,362 has been sent via electronic funds transfer to the bank account indicated on your ACH Authorization Form.

The Board determined whether to declare a distribution of excess net assets based on a recommendation from the Investment Committee and the most recent analysis by our actuary of net asset adequacy of MMRMA at June 30, 2024. This year, the Board declared a net asset distribution of \$25,079,690 to eligible Members. Many factors contribute to the ability of the Board to declare a distribution, including better than expected loss trends, good risk management practices, responsiveness to risk control recommendations, and a successful well-diversified long-term investment strategy. A new actuarial analysis is performed each year to determine if there are excess net assets eligible for distribution; because each year's analysis is discrete, there is no guarantee of future distributions.

However, the essential and most important factor allowing MMRMA to distribute excess net assets is the long-term commitment of its Members. A majority of MMRMA Members have over 20 years of continuous membership, and several have more than 35 continuous years with our organization. The method used to calculate the distribution of excess net assets recognizes and rewards those municipalities with sustained longevity. In addition to your years of continuous membership, the calculation method considers your claim loss history in excess of your self-insured retention (SIR) layer and your contributions to the General Fund over the past five years. Without your ongoing participation and commitment to best practices, such distributions would not be possible. The ultimate recognition of the success of our organization goes to you – the MMRMA Members. The Board and I sincerely thank you for your loyal support of MMRMA.

Warmest regards,

Bryan J Anderson
Executive Director

cc: Craig Manser



MICHIGAN MUNICIPAL
RISK MANAGEMENT
A U T H O R I T Y

March 25, 2026

Jeff Troyer
Kalamazoo County Consolidated Dispatch Authority
7040 Stadium Drive
Kalamazoo, MI 49032

Dear Jeff Troyer:

Thank you for your recent renewal with the Michigan Municipal Risk Management Authority (MMRMA). On behalf of the MMRMA Board of Directors, I am very pleased to provide the Kalamazoo County Consolidated Dispatch Authority with \$985. This represents your share of the distribution of excess net assets from the State Pool Retention Fund to current eligible renewing State Pool Members declared by the Board in February 2025. The full amount of \$985 has been sent via electronic funds transfer to the bank account indicated on your ACH Authorization Form.

The Board determined whether to declare a distribution of excess net assets from the State Pool Retention Fund based on a recommendation from the State Pool Committee and the most recent analysis by our actuary of net asset adequacy of the State Pool Retention Fund at June 30, 2024. This year, the Board declared a net asset distribution from the State Pool Retention Fund of \$750,000 to eligible State Pool Members. Many factors contribute to the ability of the Board to declare a distribution, including better than expected loss trends, good risk management practices, responsiveness to risk control recommendations, and a successful well-diversified long-term investment strategy. A new actuarial analysis is performed each year to determine if there are excess net assets eligible for distribution; because each year's analysis is discrete, there is no guarantee of future distributions.

However, the essential and most important factor allowing MMRMA to distribute excess net assets is the long-term commitment of its State Pool Members. The method used to calculate the distribution of excess net assets recognizes and rewards those municipalities with sustained longevity. In addition to your years of continuous membership, the calculation method considers your self-insured retention (SIR) claim loss history within the State Pool's retained risk layer and your contributions to the State Pool Retention Fund over the past five years. Without your ongoing participation and commitment to best practices, such distributions would not be possible. The Board and I sincerely thank you for your loyal support of MMRMA.

Warmest regards,

Bryan J. Anderson
Executive Director

cc: Craig Manser



Kalamazoo County Fire Chief's Association Agenda



April 30, 2026

Director Troyer,

I am writing to formally recommend the following appointments to represent the Kalamazoo County Fire Chiefs Association (KCFCA) on the KCCDA Finance Committee:

- PRIMARY – Chief Matt Beauchamp, Comstock Township Department of Fire & Rescue
- ALTERNATE – Battalion Chief Chris Weidemann, Kalamazoo Township Fire Department

Chief Matt Beauchamp has served respectfully as KCFCA's alternate representative on the Committee for several years and I am recommending he move into the primary role replacing former Portage Public Safety Deputy Director Jeff VanderWiere.

Battalion Chief Chris Weidemann, our alternate recommendation, brings a strong background in fire service leadership, operational oversight, and fiscal awareness. His experience at the command level has required consistent engagement with budgeting, resource allocation, and strategic decision-making—skills that translate directly to the work of the Finance Committee.

I strongly support these appointments and believe these individuals will represent the Kalamazoo County Fire Chiefs Association well on the Committee.

Respectfully,

A handwritten signature in black ink, appearing to read 'G. McComb'.

Greg McComb
Kalamazoo County Fire Chiefs Association



POLICE DEPARTMENT

Darien Smith
Chief of Police

Emergency: 911
Non-Emergency: (269) 488-8911
Administrative Offices: (269) 567-7523
Fax: (269) 552-4468

1720 Riverview Drive
Kalamazoo, MI 49004-1056
www.ktpd.org

May 7, 2026

Kalamazoo County Consolidated Dispatch Authority Board of Directors
c/o Jeffery Troyer, Executive Director Kalamazoo County Dispatch Authority

Dear Board Members,

Please accept this letter as a formal request for the appointment of representatives from the Township of Kalamazoo Police Department to the KCCDA Technical Advisory Committee (TAC).

The Township of Kalamazoo Police Department respectfully requests the appointment of the following individuals:

Primary Representative: Darien Smith, Chief of Police
Alternate Representative: Derek Thompson, Lieutenant

We appreciate the opportunity to participate in the Technical Advisory Committee and look forward to continuing our collaboration with the KCCDA.

Please let me know if any additional information is needed regarding these appointments.

Respectfully,

Darien Smith
Chief of Police
Township of Kalamazoo Police Department

From: [Rick C. Fuller](#)
To: [Jeff Troyer](#); [Victoria Rose](#); [Michelle M. Greenlee](#); [Logan D. Bishop](#); [Steven M. Stryd](#)
Subject: Alternate Dispatch Tach
Date: Wednesday, May 6, 2026 12:14:03

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Team,

Please advise all involved Chief Deputy Logan Bishop will serve as my alternate to this subcommittee. I would like him to vote in my absence.

Undersheriff Greenlee is still the board alternate for my position if I am unable to appear.

Let me know if you have any questions.

Thank you.

Rick

Kalamazoo County Sheriff's Office

Serving all with Dignity, Respect, Kindness, and compassion Since 1830

Richard C. Fuller III, Sheriff

1500 Lamont Ave.

Kalamazoo, MI. -49048

(269)385-6175



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KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY

Agenda Request Form

Please fill in the boxes below with the appropriate information.

Name: Agency:

Phone Number: Length of Time Needed: Agenda Item #:

Topic:

Brief Description:

The attached meeting minutes are presented to the Board for informational purposes, no action necessary.

Proposed Motion:

No action

Agenda Request Approved: Meeting Date: Time:

Persons or items will not be placed on a meeting agenda without an agenda request form first being completed. The agenda request form must be accompanied by information that substantiates and justifies your request. Lack of this information may cause a delay in your request being acted upon by the Board of Directors. Agenda requests must be received by 9:00 a.m. on Monday of the week preceding the monthly meeting date. Completed forms should be delivered to an Officer of the Board of Directors or sent electronically to admin@kccda911.org. If you have any questions regarding this form, please feel free to contact KCCDA's administrative office at (269) 488-8911.



MEETING MINUTES

Kalamazoo County Consolidated Dispatch Authority EXECUTIVE COMMITTEE

May 5, 2026

ITEM 1 – CALL TO ORDER

The Regular Meeting of the Executive Committee, held in the Chief Switalski Meeting Room at KCCDA, was called to order by Pat McGinnis at 4:00 p.m. on Tuesday, May 5, 2026.

ITEM 2 – ROLL CALL

Members Present: Pat McGinnis, Rick Fuller, Tracie Moored

Others Present: Jeff Troyer, Torie Rose, Chris McComb

ITEM 3 – APPROVAL OF MEETING MINUTES

- A. Meeting Minutes from January 6, 2026
- B. Special Meeting Minutes from February 19, 2026

“Motion by Mr. Fuller, second by Ms. Moored to approve the meeting minutes from the January 6, 2026, Regular Meeting and the February 19, 2026 Special Meeting as presented.”

On a voice vote, MOTION CARRIED.

ITEM 4 – CITIZENS' TIME

There was none.

ITEM 5 – FOR CONSIDERATION

- A. Old Business
 - 1. Back-Up Emergency Communications Center Update

Mr. Troyer stated he was working on a draft lease agreement with Kalamazoo Township. He anticipated the lease would be ready to come to the committee in July. He stated he would reach out to Portage to terminate the existing agreement at that time.

- B. New Business
 - 1. Draft Board Agenda for May 14, 2026

Mr. Troyer stated the draft agenda was included in the packet. The Committee reviewed and approved the proposed agenda.

ITEM 6 – OTHER ITEMS

A. Announcements and Member Comments

Mr. Troyer presented an update of information gathered from the last major storm. He explained the massive increase in calls during storms and some avenues being researched to handle them.

B. Next Meeting – July 7, 2026, at 4:00 p.m.

ITEM 7 – ADJOURNMENT

The meeting was adjourned at 4:28 p.m.

DRAFT



KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY

Agenda Request Form

Please fill in the boxes below with the appropriate information.

Name: Agency:

Phone Number: Length of Time Needed: Agenda Item #:

Topic:

Brief Description:

The Committee and Administration continue to work with Township of Kalamazoo on a DRAFT Agreement for the back-up emergency communications center to be in the Township’s new Administration and Police Department facility. Attached is a current estimate for the allocated lower level/basement space and a DRAFT layout.

The funds for this project is built into REVISION I of the Capital Projects Fund Budget Amendment being considered under the Finance Committee.

Administration anticipates the Back-up Dispatch Center Space Lease Agreement with Construction to be ready for consideration at the July Board meeting.

Proposed Motion:

Agenda Request Approved: Meeting Date: Time:

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KCCDA SHELL		ESTIMATE		
	PRORATED COST OF CODE MINIMUM BASEMENT ADD ALTERNATE	5200	\$ 53	\$ 275,860
KCCDA BUILDOUT		ESTIMATE		
001-635	PROJECT MANAGEMENT TECHNOLOGY			\$ 304
001-900	PROFESSIONAL & LIABILITY INSURANCE			\$ 1,319
006-800	GENERAL TRADES			\$ 19,440
009-250	DRYWALL, METAL STUDS, ACT CEILINGS			\$ 47,726
009-600	FLOORING			\$ 33,015
009-900	PAINT & WALLCOVERING			\$ 14,348
023-100	MECHANICAL			\$ 41,600
026-100	ELECTRICAL			\$ 46,800
CONSTRUCTION SUB-TOTAL				\$ 480,412
	CONTINGENCIES, CM OH & PROFIT, A/E FEE		20.0%	\$ 96,082
TOTAL				\$ 576,495
ALTERNATES				
	ADD 20 ADDITIONAL PARKING SPACES ALONG EAST DRIVE		ADD	\$ 24,285
	ADD ACT CEILING THROUGHOUT SPACE TO MATCH BUILDING CEILING SPECIFICATION		ADD	\$ 58,000
	PRORATED COST OF BACKUP GENERATOR AND ADDITIONAL ELECTRICAL DISTRIBUTION GEAR		ADD	TBD
TOTAL WITH ALTERNATES				\$ 658,780

CLARIFICATIONS

THIS ESTIMATE IS NOT UPDATED TO REFLECT 50% CD DRAWINGS ISSUED ON 5/7/2026
 ASSUMES NETWORK EQUIPMENT & UPS WILL BE FURNISHED AND INSTALLED BY KCCDA
 ASSUMES DATA CABLING IS FURNISHED AND INSTALLED BY KCCDA
 ASSUMES COST TO BRING FIBER TO BUILDING WILL BE COVERED BY KCCDA
 EXCLUDES COSTS ASSOCIATED WITH TORNADO SHELTER
 EXCLUDES PREVAILING WAGES
 ASSUMES PAYMENT AND PERFORMANCE BONDS NOT REQUIRED

CR.
CORRIDOR
330 s.f.

SHWR. / TLT.
503
81 s.f.

CUSTODIAN
502
85 s.f.
mop basin

STAIR
609
180 s.f.

forklift
JD 1025R
48" mower

393 s.f.

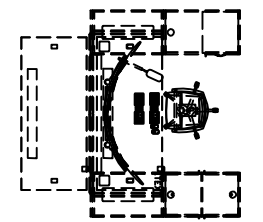
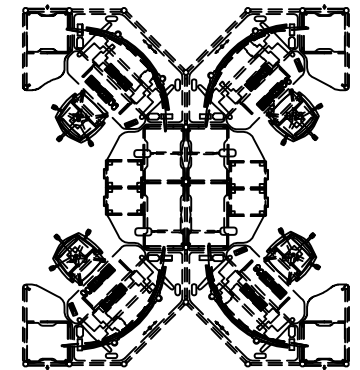
MECHAINCAL
953 s.f.

14'-10⁷/₈"
9¹/₈"

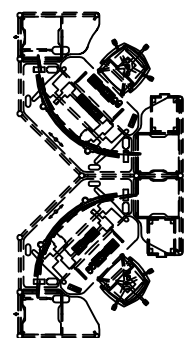
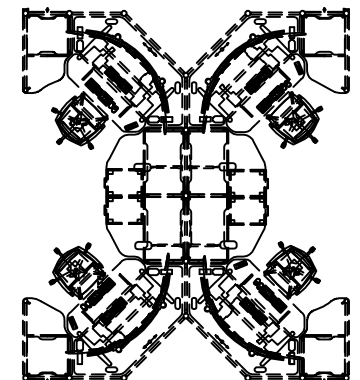
CR.
I.T. SERVER
219
11 s.f. rack rack
rack rack rack

I.T. WORK STORAGE
218
316 s.f.

CR.



DISPATCH CENTER
4,154 s.f.



EQUIPMENT / SERVER
265 s.f.

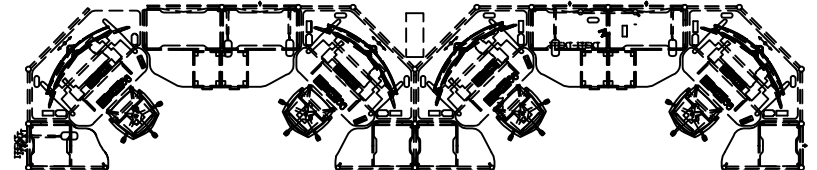
STORAGE
203 s.f.

OFFICE
180 s.f.

OFFICE
180 s.f.

mop basin
TOILET
120 s.f.

ref.
BREAK
300 s.f.
micro.





KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY

Agenda Request Form

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Name: Agency:

Phone Number: Length of Time Needed: Agenda Item #:

Topic:

Brief Description:

The attached meeting minutes are presented to the Board for informational purposes, no action necessary.

Proposed Motion:

No action

Agenda Request Approved: Meeting Date: Time:

Persons or items will not be placed on a meeting agenda without an agenda request form first being completed. The agenda request form must be accompanied by information that substantiates and justifies your request. Lack of this information may cause a delay in your request being acted upon by the Board of Directors. Agenda requests must be received by 9:00 a.m. on Monday of the week preceding the monthly meeting date. Completed forms should be delivered to an Officer of the Board of Directors or sent electronically to admin@kccda911.org. If you have any questions regarding this form, please feel free to contact KCCDA's administrative office at (269) 488-8911.



MEETING MINUTES

Kalamazoo County Consolidated Dispatch Authority TECHNICAL ADVISORY COMMITTEE May 5, 2026 – Regular Meeting

ITEM 1 – CALL TO ORDER

The Regular Meeting of the Technical Advisory Committee was called to order by Lt. Scott Ernstes at 10:00 a.m. on Wednesday, May 5, 2026, in the Chief Switalski Meeting Room at Kalamazoo County Consolidated Dispatch Authority, 7040 Stadium Drive, Kalamazoo, Michigan.

ITEM 2 –ROLL CALL

Members Present: Scott Ernstes (MSP), Scott Merlo (WMUPD), Matt Huber (KDPS), Darien Smith (KTPD), Bryan Mayhew (PDPS), Mike Bentley (KCMCA), Chip Everett (KCFCA)

Others Present: Ryan McGregor, Logan Bishop, Steve Stryd, Jeff Heppler, Jairus Baird, Scott Smith, Sean Gordon, Jeff Troyer, Torie Rose, Jon Moored, Marty Ftacek, Justin Johnson and Chris McComb

ITEM 3 – APPROVAL OF MEETING MINUTES

A. March 4– Regular Meeting

“Motion by Mr. Huber, second by Mr. Merlo to approve the minutes for the March 4, 2026, Regular Meeting as presented.”

On a voice vote, **MOTION CARRIED.**

ITEM 4 - CITIZENS TIME

Mr. Heppler commended dispatch on the fine work during the recent emergencies.

ITEM 4 – FOR CONSIDERATION

A. Administrative Monthly Report

Mr. Troyer stated the report would be completed soon. He stated the report will include statistics from the April 27 windstorm. He noted he received a few complaints regarding no answer or a delayed answer. He explained that between 4 and 5 pm, the center received 474 911 calls, and between 5 and 6 578 911 calls were received. He noted the Vesta Telephone System did not perform as it was designed. He stated that he is evaluating that and overflow options in peak times, noting that currently all calls stay in the center and go to a queue.

B. Old Business

1. Radio Readiness Program Guidelines

Mr. Troyer stated there were documents included in the packet that show the executed MOU amounts and distributed funds. He stated he has met with approximately 70% of agencies and the total executed MOU's are currently at \$1.45 million.

C. New Business

1. Fort Custer Recreation Area Rangers Talkgroup Access

Mr. Troyer stated the request letter and MSP correspondence confirming CJIS access confirmation were included in the packet.

Mr. Bishop confirmed that in the past the Rangers have had access through the Sheriff's Office.

"Motion by Mr. Ernstes, second by Mr. Bishop to approve access to the Fort Custer Recreation Area Rangers for 39LAW2, 39P911, and all unencrypted talk groups."

On a voice vote, MOTION CARRIED.

2. VA Fire Department Talkgroup and VHF Frequencies Access

Mr. Troyer stated the VA Fire Department has requested access to VHF frequencies and fire talkgroups.

Mr. Everett stated they are on agency run cards and run mutual aid.

"Motion by Mr. Merlo, second by Mr. Everett to approve access to Fire Department Talkgroup and VHF Frequency access for the VA Fire Department.

On a voice vote, MOTION CARRIED.

3. U.S. Marshal's Service – Add AES Encrypted Talkgroups to LOA dated 09.11.24

Mr. Troyer stated the Committee approved a letter of authorization in 2024 and are now requesting access to the new AES talkgroups.

"Motion by Mr. Huber, second by Mr. Merlo to approve access to the AES encrypted talkgroups for the U.S. Marshal's Service."

On a voice vote, MOTION CARRIED.

4. Michigan State Police AES Encrypted Talkgroup Access

"Motion by Mr. Huber, second by Mr. Bishop to approve access to the AES encrypted talkgroups for the Michigan State Police."

On a voice vote, MOTION CARRIED.

ITEM 5 – OTHER ITEMS

D. Announcements and Member Comments

Mr. Ernstes announced changes at Kalamazoo Township. He stated Chief Jackson was retiring and Darien Smith was taking over. Mr. Smith announced Derek Thompson would be Deputy Chief.

E. Next Meeting

The next regular scheduled Technical Advisory Committee meeting will be Wednesday, July 1, 2026, at 10:00 am, and will be held in the Chief Switalski Meeting Room at KCCDA, 7040 Stadium Drive, Kalamazoo, MI 49009.

ITEM 6 - **ADJOURNMENT**

F. Adjournment

The meeting adjourned at 10:42 a.m.



KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY

Agenda Request Form

Please fill in the boxes below with the appropriate information.

Name: Agency:

Phone Number: Length of Time Needed: Agenda Item #:

Topic:

Brief Description:

The attached meeting minutes are presented to the Board for informational purposes, no action necessary.

Proposed Motion:

No action

Agenda Request Approved: Meeting Date: Time:

Persons or items will not be placed on a meeting agenda without an agenda request form first being completed. The agenda request form must be accompanied by information that substantiates and justifies your request. Lack of this information may cause a delay in your request being acted upon by the Board of Directors. Agenda requests must be received by 9:00 a.m. on Monday of the week preceding the monthly meeting date. Completed forms should be delivered to an Officer of the Board of Directors or sent electronically to admin@kccda911.org. If you have any questions regarding this form, please feel free to contact KCCDA's administrative office at (269) 488-8911.



MEETING MINUTES for
Kalamazoo County Consolidated Dispatch Authority
FINANCE COMMITTEE
April 28, 2026

ITEM 1 – CALL TO ORDER

The Regular Meeting of the Finance Committee, held in the Chief Switalski Meeting Room, was called to order by Chair Tracie Moored at 2:00 p.m. on Tuesday, April 28, 2026.

ITEM 2 – ROLL CALL

Members Present: Tracie Moored, Dr. Kevin Catlin, Matt Beauchamp, Lauren VanderVeen, Cheri Bell

Others Present: Jeff Sorensen, Jeff Troyer, Torie Rose, Chris McComb

ITEM 3 – APPROVAL OF MEETING MINUTES

A. October 28, 2026 – Regular Meeting

“Motion by Dr. Catlin, second by Ms. Bell to approve the minutes of the October 28, 2025, Regular Meeting of the Finance Committee.”

On a voice vote, **MOTION CARRIED.**

ITEM 4 - CITIZENS TIME

There were no public comments.

ITEM 5 – FOR CONSIDERATION

A. OLD BUSINESS

There was no old business.

B. NEW BUSINESS

1. 2025 Financial Audit Presentation

Alex Schaffer of Krugel Lawton presented the 2025 Financial Audit

“Motion by Ms. Bell, second by Mr. Beauchamp to accept the 2025 Financial Audit and recommend approval to the Board of Directors.”

On a voice vote, **MOTION CARRIED.**

2. 2026 General Fund Budget Amendment – REVISION I

Mr. Troyer provided a review of the proposed revisions contained in the budget amendment.

“Motion by Dr. Catlin, second by Ms. Bell to approve the 2026 General Fund Budget Amendment – REVISION I as presented.”

On a voice vote, **MOTION CARRIED.**

3. 2026 Capital Projects Fund Budget Amendment – REVISION I

Mr. Troyer provided a review of revisions in the proposed amendment to the 2026 Capital Projects Fund Budget.

“Motion by Dr. Catlin, second by Ms. Bell to approve the 2026 Capital Projects Fund Budget Amendment – REVISION II as presented.”

On a voice vote, **MOTION CARRIED.**

ITEM 6 - OTHER ITEMS

A. Announcements and Member Comments

Mr. Troyer stated KCCDA did seek renovation bids but only received one. The quote received was significantly less than expected. The recommendation will go to the Board in May.

Ms. Bell stated a City of Kalamazoo resident FOIA'd her home address. She appreciated dispatch and public safety, reacting very quickly and found it comforting that the information was spread quickly.

Mr. Sorensen announced the June 26 MTA meeting.

B. Next Regular Scheduled Meeting

The next regular scheduled meeting of the KCCDA Finance Committee is August 25, 2026.

ITEM 7 - ADJOURNMENT

The meeting was adjourned at 2:47 p.m.



KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY

Agenda Request Form

Please fill in the boxes below with the appropriate information.

Name: Agency:

Phone Number: Length of Time Needed: Agenda Item #:

Topic:

Brief Description:

The Finance Committee was presented with the 2025 Financial Audit by Mr. Alex Schaeffer with Kruggel Lawton CPAs at the April 28th meeting. The Committee unanimously recommends to the Board the 2025 Financial Audit be accepted and placed on file.

Mr. Schaeffer will be in attendance to provide a brief overview of the audit to the Board.

Proposed Motion:

Motion to accept and place on file the 2025 Audit and Financial Statements.

Agenda Request Approved: Meeting Date: Time:

Persons or items will not be placed on a meeting agenda without an agenda request form first being completed. The agenda request form must be accompanied by information that substantiates and justifies your request. Lack of this information may cause a delay in your request being acted upon by the Board of Directors. Agenda requests must be received by 9:00 a.m. on Monday of the week preceding the monthly meeting date. Completed forms should be delivered to an Officer of the Board of Directors or sent electronically to admin@kccda911.org. If you have any questions regarding this form, please feel free to contact KCCDA's administrative office at (269) 488-8911.



KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY
(A Component Unit of Kalamazoo County)

FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2025



Kalamazoo County Consolidated Dispatch Authority
Kalamazoo, Michigan
December 31, 2025

<u>CONTENTS</u>	<u>PAGE</u>
Independent Auditor's Report	1-3
Management's Discussion and Analysis	4-8
Statement of Net Position	9
Statement of Activities	10
Governmental Funds - Balance Sheet	11
Reconciliation of the Balance Sheet to the Statement of Net Position	12
Governmental Funds - Statement of Revenues, Expenditures, and Changes in Fund Balances	13
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances to the Statement of Activities	14
Notes to Financial Statements	15-27
REQUIRED SUPPLEMENTARY INFORMATION	
General Fund - Budgetary Comparison Schedule	28
COMPLIANCE LETTER	
Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on Audit of Financial Statements Performed in Accordance with <i>Governmental Auditing Standards</i>	29-30
Schedule of Findings and Responses	31



INDEPENDENT AUDITOR'S REPORT

Board of Directors
Kalamazoo County Consolidated Dispatch Authority
Kalamazoo, Michigan

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of the Kalamazoo County Consolidated Dispatch Authority (the "Authority"), a discretely presented component unit Governmental Fund of the County of Kalamazoo, Michigan (the "County"), as of and for the year ended December 31, 2025, and the related notes to the financial statements, as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Authority, as of December 31, 2025, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

INDEPENDENT AUDITOR'S REPORT, CONTINUED

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Emphasis of Matter

As described in Note 1 to the financial statements, the basic financial statements referred to above include only the Authority and do not purport to, and do not, present fairly the financial position of the County, as of December 31, 2025, the change in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

INDEPENDENT AUDITOR'S REPORT, CONCLUDED

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information, as listed in the contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 28, 2026, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

Respectfully submitted,



Certified Public Accountants

St. Joseph, Michigan
April 28, 2026

The following discussion and analysis is intended as a narrative overview of the Kalamazoo County Consolidated Dispatch Authority's (the Authority) financial activities for the fiscal year ended December 31, 2025. Please read it in conjunction with the Authority's financial statements.

Financial Highlights

- The Authority's total net position increased \$2,714,341 as a result of this year's activities.
- Of the \$21,791,718 total net position reported, \$9,867,336 (45 percent) is available to be used at the Authority's discretion, without constraints established by debt covenants, enabling legislation, or other legal requirements.
- The General Fund's unassigned fund balance at the end of the fiscal year was \$2,577,637, which represents 34 percent of the actual total General Fund expenditures for the current fiscal year.

Overview of the Financial Statements

The Authority's annual report is comprised of three parts: management's discussion and analysis, the basic financial statement, and required supplementary information. The basic financial statements include two kinds of statements that present different views of the Authority:

- The first two statements are government-wide financial statements that provide both long-term and short-term information about the Authority's overall financial status.
- The remaining statements are fund financial statement that focus on individual parts of the Authority, reporting the Authority's operations in more detail than the government-wide financial statements.
 - Governmental funds statement explain how government services, like general government and public safety, are financed in the short-term, as well as what remains for future spending.

The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The financial statements are followed by a section of required supplementary information that further explains and supports the information in the financial statements.

A comparative analysis of the government-wide financial statements for 2025 and 2024 is also presented.

Government-Wide Financial Analysis

The government-wide financial statements report information about the Authority as a whole using accounting methods similar to those used by private-sector companies. The Statement of Net Position includes all of the Authority's assets, deferred outflows, liabilities, and deferred inflows. All of the current year's revenues and expenses are accounted for in the Statement of Activities, regardless of when cash is received or paid.

The two government-wide statements report the Authority's net position and how it has changed. Net position (the difference between the Authority's assets and liabilities) is one way to measure the Authority's financial health, or position.

- Over time, increases or decreases in the Authority's net position are an indicator of whether its financial health is improving or deteriorating, respectively.
- To assess the overall health of the Authority, you need to consider additional nonfinancial factors, such as the condition of the Authority's capital assets.

The government-wide financial statements present governmental activities. These activities include functions most commonly associated with government (e.g., public safety). Contributions from local units and surcharge/9-1-1 fee revenues generally fund these services.

Fund Financial Statements

The fund financial statements provide more detailed information about the Authority's two most significant funds – not the Authority as a whole. Funds are accounting devices that the Authority uses to keep track of specific sources of funding and spending for particular purposes. The Authority's two funds are the General Fund and Capital Project Fund. The General Fund accounts for the expenses involved in providing services to the Authority patrons, with the majority of funding coming from contributions from local units and surcharges/9-1-1 fees to cover the costs of operation. The Capital Project Fund is used for capital projects the Authority is involved with. These funds use the modified accrual basis of accounting.

Financial Analysis of the Authority as a Whole

In a condensed format, the following table below shows a breakdown of the net position for the years ended December 31:

	Governmental Activities	
	2025	2024
Current assets	\$ 10,215,150	\$ 8,441,592
Noncurrent assets	12,277,173	12,814,206
Total Assets	\$ 22,492,323	\$ 21,255,798
Current liabilities	\$ 244,619	\$ 1,788,276
Noncurrent liabilities	426,501	352,791
Total Liabilities	\$ 671,120	\$ 2,141,067
Deferred inflows of resources	\$ 29,485	\$ 37,354
Net assets		
Net investment in capital assets	\$ 11,924,382	\$ 11,122,490
Restricted	-	2,690
Unrestricted	9,867,336	7,952,197
Total Net Position	\$ 21,791,718	\$ 19,077,377

Changes in Net Position

The Authority’s total revenues of \$9,618,777 in 2025 were \$607,071 lower than total revenues in 2024 (\$10,225,848). In 2025, the Authority received \$7,533,471 in local contributions (a County tax levy), which accounts for the majority of the current decrease. Total 2025 expenses of \$6,904,436 were \$265,446 higher than the total 2024 expenses (\$6,638,990). Expenses increased primarily due to an increase in personnel costs during fiscal year ending December 31, 2025.

Financial Analysis of the Authority as a Whole, Concluded

The following table represents the condensed financial information about the Authority’s revenues and expenses:

	<u>Governmental Activities</u>	
	<u>2025</u>	<u>2024</u>
Program Revenues:		
Charges for services	\$ 1,810,116	\$ 1,780,153
Operating grants and contributions	7,533,471	8,200,215
General revenues - interest	275,190	245,480
Total revenues	<u>\$ 9,618,777</u>	<u>\$ 10,225,848</u>
Public safety expenses	\$ 6,904,436	\$ 6,638,990
Change in net position	<u>2,714,341</u>	<u>3,586,858</u>
Net position at beginning of year	<u>\$ 19,077,377</u>	<u>\$ 15,490,519</u>
Net position at end of year	<u><u>\$ 21,791,718</u></u>	<u><u>\$ 19,077,377</u></u>

Financial Analysis of the Authority’s Funds

The Authority is a single purpose entity and has a General Fund and Capital Project Fund. The General Fund, which is the Authority’s operating fund, uses the modified accrual method of accounting, which provides a short-term perspective that measures the flow of financial resources. The fund balance for the General Fund decreased by \$1,165,947, as revenues of \$9,618,777 were less than total expenditures and other financing sources of \$10,784,724, which includes a transfer out of \$3,325,000 in the current year. The fund balance for the Capital Project Fund increased by \$3,090,542, which includes a transfer in during the current year of \$3,325,000 from the General Fund.

General Fund Budgetary Highlights

The Authority amended the budget by increasing revenues by \$180,738, primarily due to a projected increase of property taxes. The expenditure budget was decreased by \$324,256, primarily due to a projected decrease in employee benefits and personnel services.

Revenues were \$113,939 higher than budgeted, with the primary difference occurring in charges for services. Expenditures were \$679,226 lower than the amounts appropriated, which was primarily due to lower than anticipated personnel and employee benefit costs.

The total variances resulted in a \$793,165 positive budget variance, with an actual decrease in fund balance of \$1,165,947 compared to a budget that anticipated a decrease of \$1,959,112 in fund balance.

Capital Assets and Debt Administration

Capital Assets

The Authority's investment in capital assets as of December 31, 2025, totals \$12,277,173 (net of accumulated depreciation/amortization). Capital assets consist of buildings and improvements, equipment, right of use assets, and land. The net decrease in capital assets totaled \$537,033 including additions of \$253,524, which was offset by \$790,557 in depreciation/amortization expense. Major capital asset additions during the year include the following:

- Various equipment (monitors, switches, storage server, batteries, two-factor authentication system, and Aurelian AI System) for Capital Projects totaling \$253,524

More detailed information about the Authority's capital assets is presented in Note 5 of the notes to the basic financial statements.

Debt

The Authority reported long-term debt at the end of the year in the amount of \$352,791, a net reduction of \$1,338,925 from the prior year as all principal and interest payments were made in a timely manner. The Authority also reported compensated absences of \$125,421.

More detailed information about the Authority's long-term obligations and compensated absences is presented in Note 6 and Note 7 of the notes to the basic financial statements.

Economic Factors and Next Year's Budget and Rates

The Authority's Board of Directors and management consider many factors when setting the annual budget. One of the most important factors affecting the budget is ensuring sufficient funds are available to meet ongoing costs of operation.

Contacting the Authority's Financial Management

Questions regarding any information provided in this report or requests for additional financial information should be addressed to:

Kalamazoo County Consolidated Dispatch Authority
7040 Stadium Drive
Kalamazoo, MI 49009

KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY**STATEMENT OF NET POSITION
December 31, 2025****Assets**

Current assets:

Cash and cash equivalents	\$	8,835,398
Accounts receivable		963,246
Prepaid expenses		416,506
Total current assets	\$	<u>10,215,150</u>

Noncurrent assets:

Capital assets not being depreciated	\$	331,306
Capital assets net of accumulated depreciated		11,945,867
Total noncurrent assets	\$	<u>12,277,173</u>
Total Assets	\$	<u><u>22,492,323</u></u>

Liabilities

Current liabilities:

Accounts payable	\$	42,025
Accrued liabilities		150,883
Current portion - compensated absences		12,542
Current portion - lease payable		39,169
Total current liabilities	\$	<u>244,619</u>

Noncurrent liabilities:

Compensated absences, due in more than one year	\$	112,879
Lease payable, due in more than one year		313,622
Total noncurrent liabilities	\$	<u>426,501</u>
Total Liabilities	\$	<u>671,120</u>

Deferred Inflows of Resources

Future lease revenue	\$	<u>29,485</u>
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Net Position

Net investment in capital assets	\$	11,924,382
Unrestricted		9,867,336
Total Net Position	\$	<u><u>21,791,718</u></u>

The Notes to Financial Statements are an integral part of this statement.

KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY**STATEMENT OF ACTIVITIES
For the Year Ended December 31, 2025**

Operating Revenues	
Charges for services	\$ 1,810,116
Operating grants and contributions	7,533,471
Total operating revenues	<u>\$ 9,343,587</u>
Operating Expenses	
Public safety:	
Dispatch services	\$ 6,084,180
Depreciation/amortization	790,557
Interest	29,699
Total operating expenses	<u>\$ 6,904,436</u>
Net operating income	<u>\$ 2,439,151</u>
Non-Operating Income	
Investment return	<u>\$ 275,190</u>
Change in net position	\$ 2,714,341
Net Position-Beginning of year	<u>19,077,377</u>
Net Position-End of year	<u>\$ 21,791,718</u>

The Notes to Financial Statements are an integral part of this statement.

KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY**GOVERNMENTAL FUNDS - BALANCE SHEET
December 31, 2025**

	General Fund	Capital Project Fund	Total
Assets:			
Cash and cash equivalents	\$ 1,836,784	\$ 6,998,614	\$ 8,835,398
Accounts receivable	963,246	-	963,246
Prepaid expenses	416,506	-	416,506
Total Assets	<u>\$ 3,216,536</u>	<u>\$ 6,998,614</u>	<u>\$ 10,215,150</u>
Liabilities:			
Accounts payable	\$ 42,025	\$ -	\$ 42,025
Accrued payroll	150,883	-	150,883
Total Liabilities	<u>\$ 192,908</u>	<u>\$ -</u>	<u>\$ 192,908</u>
Deferred Inflows of Resources:			
Future lease revenue	<u>\$ 29,485</u>	<u>\$ -</u>	<u>\$ 29,485</u>
Fund Balances:			
Nonspendable	\$ 416,506	\$ -	\$ 416,506
Committed for capital projects	-	6,998,614	6,998,614
Unassigned	2,577,637	-	2,577,637
Total Fund Balance	<u>\$ 2,994,143</u>	<u>\$ 6,998,614</u>	<u>\$ 9,992,757</u>
Total Liabilities, Deferred Inflows of Resources, and Fund Balance	<u>\$ 3,216,536</u>	<u>\$ 6,998,614</u>	<u>\$ 10,215,150</u>

The Notes to Financial Statements are an integral part of this statement.

KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY

**RECONCILIATION OF THE BALANCE SHEET TO THE STATEMENT OF NET POSITION
For the Year Ended December 31, 2025**

Total Governmental Fund Balances	\$ 9,992,757
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, net of accumulated depreciation/amortization used in governmental activities are not current financial resources and, therefore, are not reported in the governmental funds	12,277,173
Long-term liabilities are not due and payable in the current period and, therefore, they are reported in the governmental funds balance sheet: Tower leases	(352,791)
Compensated absences (other than those related to employee termination)	(125,421)
Net Position of Governmental Activities	<u>\$ 21,791,718</u>

The Notes to Financial Statements are an integral part of this statement.

KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY**GOVERNMENTAL FUNDS - STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES
For the Year Ended December 31, 2025**

	<u>General Fund</u>	<u>Capital Project Fund</u>	<u>Total</u>
Revenues:			
Charges for services	\$ 1,794,044	\$ -	\$ 1,794,044
Contributions from local units	7,533,471	-	7,533,471
Interest and rentals	283,890	-	283,890
Other	7,372	-	7,372
Total Revenues	<u>\$ 9,618,777</u>	<u>\$ -</u>	<u>\$ 9,618,777</u>
Expenditures:			
Public safety	\$ 6,085,336	\$ -	\$ 6,085,336
Debt service:			
Principal	1,301,147	-	1,301,147
Interest	32,399	-	32,399
Capital outlay	40,842	234,458	275,300
Total Expenditures	<u>\$ 7,459,724</u>	<u>\$ 234,458</u>	<u>\$ 7,694,182</u>
Excess (Deficit) of Revenues Over (Under) Expenditures	<u>\$ 2,159,053</u>	<u>\$ (234,458)</u>	<u>\$ 1,924,595</u>
Other Financing Sources (Uses):			
Transfers in	\$ -	\$ 3,325,000	\$ 3,325,000
Transfers out	(3,325,000)	-	(3,325,000)
Total Other Financing Sources (Uses)	<u>\$ (3,325,000)</u>	<u>\$ 3,325,000</u>	<u>\$ -</u>
Net Change in Fund Balance	\$ (1,165,947)	\$ 3,090,542	\$ 1,924,595
Fund Balance-Beginning of Year	4,160,090	3,908,072	8,068,162
Fund Balance-End of Year	<u>\$ 2,994,143</u>	<u>\$ 6,998,614</u>	<u>\$ 9,992,757</u>

The Notes to Financial Statements are an integral part of this statement.

KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND
BALANCES TO THE STATEMENT OF ACTIVITIES
For the Year Ended December 31, 2025**

Net Change in Fund Balances - Total Governmental Funds	\$ 1,924,595
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlays as expenditures in the Statement of Activities; these costs are allocated over their estimated useful lives and reported as follows:	
Assets acquired	253,524
Depreciation expense	(748,290)
Amortization of right of use assets	(42,267)
Lease payment principle portion	37,777
Repayment of bond principal is an expenditure in the governmental funds, but reduces the liability in the Statement of Net Position	1,301,148
Change in the accrual for long-term compensated absences reported as an expense in the Statement of Activities, but not in the Funds statements	(14,846)
Change in other assets/liabilities - increase in accrued interest payable	<u>2,700</u>
Net Change in Net Position of Governmental Activities	<u><u>\$ 2,714,341</u></u>

The Notes to Financial Statements are an integral part of this statement.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the Kalamazoo County Consolidated Dispatch Authority (the “Authority”) conform to accounting principles generally accepted in the United States of America (“GAAP”) as applicable to governmental units. In accordance with these guidelines, there are no component units to be included in these financial statements. The following is a summary of the significant accounting policies.

A. REPORTING ENTITY

The Authority is a discretely presented component unit Governmental Fund of the County of Kalamazoo, Michigan (the County). The Authority works to provide dispatch and integrated communication of emergency police, fire, and medical services within Kalamazoo County.

The basic financial statements of the Authority do not include other operations of the County.

B. GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all activities of the Authority. Governmental activities are normally supported by contributions from local units and surcharge revenues.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include: (1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function; and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Interest and other items not properly included among program revenues are reported instead as general revenues.

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available if they are collected within the current period, or soon enough thereafter, to pay liabilities of the current period. For this purpose, the Authority generally considers revenues to be available if they are expected to be collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, expenditures relating to compensated absences, and claims and judgments are recorded only when payment is due.

Grants, charges for services, and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable only when cash is received by the Authority.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

The Authority reports two major governmental funds, its General Fund and Capital Project Fund. The General Fund accounts for all financial resources of the Authority. The Capital Project Fund accounts for all capital projects the Authority is involved in. The Capital Project Fund is committed by the Board of Directors (the “Board”).

Amounts reported as program revenues include: (1) charges to customers or applicants for goods, services, or privileges provided and (2) operating and capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues.

D. ASSETS, DEFERRED OUTFLOWS, LIABILITIES, DEFERRED INFLOWS, AND EQUITY

Cash and cash equivalents - Cash is considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. Investments are reported at fair value.

Receivables - All receivables are considered to be fully collectible and are due within one year.

Prepaid items - Certain payments to vendors reflect costs applicable to future fiscal years and are recorded as prepaid items.

Capital assets - Capital assets, which include property, equipment, and vehicles, are defined by the Authority as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value as of the date received. Right of use assets of the Authority are amortized using the straight-line method over the shorter of the lease period or the estimated useful lives. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Buildings and improvements	40 years
Equipment	5 to 15 years
Software	6 years
Right of use - leased equipment	3 to 20 years

Compensated Absences (Paid Time Off “PTO”) – It is the Authority’s policy to permit employees to accumulate earned but unused PTO. All PTO is accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in governmental funds only for employee terminations as of year-end.

Net position - Net position represents the difference between 1) assets and deferred outflows and 2) liabilities and deferred inflows. The Authority currently reports two categories of net position, net investment in capital assets and unrestricted net position.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

Leases - lessee - The Authority is a lessee for four leases of towers and a back-up communication center. The Authority recognizes a lease liability and an intangible right-of-use lease asset in the government-wide financial statements. The Authority recognizes lease liabilities with an initial, individual value of \$10,000 or more.

At the commencement of a lease, the Authority initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgements related to leases include how the Authority determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The Authority uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the Authority generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancelable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the Authority is reasonably certain to exercise.

The Authority monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long-term obligations on the statement of net position.

Leases - lessor - The Authority is a lessor for a lease of an ATM site rental agreement. The Authority recognizes a lease receivable and a deferred inflow of resources in the government-wide and governmental fund financial statements.

At the commencement of a lease, the Authority initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payment received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term. Key estimates and judgements include how the Authority determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

- The Authority uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancelable period of the lease. Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The Authority monitors changes in circumstances that would require a remeasurement of this lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

Deferred outflows of resources - In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

Deferred inflows of resources - In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and will not be recognized as an inflow of sources (revenue) until that time. The Authority reports one deferred inflow of resources from one source: leases. These amounts are long-term leases entered into by the Authority in which the Authority is the lessor for. These amounts are recognized over the term of the lease agreements.

Net position flow assumption - Sometimes, the Authority will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted net position and unrestricted net position in the government-wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the Authority's policy to consider restricted net position to have been depleted before unrestricted net position is applied.

Fund equity flow assumption - Governmental funds report nonspendable fund balances for amounts that cannot be spent because they are either (a) not in spendable form or (b) legally required to be maintained intact. Restricted fund balances are reported when externally imposed constraints are placed on the use of resources by grantors, contributors, or laws and regulations of other governments. Committed fund balance is imposed by formal action of the Board. The Board retains the authority to assign fund balances as to purpose. Unassigned fund balances are amounts that do not fall into any other category above. When the Authority incurs an expenditure for purposes for which various fund balance classifications can be used, it is the Authority's policy to use the restricted fund balance first, followed by committed fund balance, then assigned fund balance and, finally, unassigned fund balance.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONCLUDED

Use of estimates - The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the period. Accordingly, actual results could differ from those estimates.

NOTE 2 – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Budgetary information - An annual budget is adopted on a basis consistent with GAAP for the General Fund. The budget document presents information by function and line-item. The legal level of budgetary control adopted by the governing body is the function level. Budget appropriations are considered to be spent once the goods are delivered or the services rendered. All annual appropriations lapse at the end of the fiscal year.

Excess of expenditures over appropriations in major budgeted funds – During the year, the Authority had expenditures below budgeted amounts in the budget functions as presented in the Budgetary Comparison Schedule (Required Supplementary Information). Funds sufficient to provide for expenditures were made available from other functions in the fund, and had no impact on the financial results of the Authority.

Fund deficits – The Authority has no accumulated fund balance deficits in their reported funds.

Net position deficits – The Authority did not have a net position deficit at year end.

NOTE 3 – DEPOSITS AND INVESTMENTS

As of December 31, 2025, the Authority had deposits and investments subject to the following risks:

Custodial Credit Risk - Deposits – In the case of deposits, this is the risk that in the event of a bank failure, the Authority’s deposits may not be returned to it. As of December 31, 2025, \$1,678,468 of the Authority’s bank balance of \$1,928,468 was exposed to custodial credit risk because it was uninsured and uncollateralized. The carrying value on the books for deposits at the end of the year was \$1,928,468.

Custodial Credit Risk - Investments – For an investment, this is the risk that, in the event of the failure of the counterparty, the Authority will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party.

The Authority does have a policy for interest rate, credit, concentration of credit, or custodial risk relating to investments.

NOTE 3 – DEPOSITS AND INVESTMENTS, CONTINUED

Interest Rate Risk - In accordance with its investment policy, the Authority will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates, by; structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities in the open market; and, investing operating funds primarily in shorter-term securities, liquid asset funds, money market mutual funds, or similar investment pools and limiting the average maturity in accordance with the Authority’s cash requirements.

<u>Investment Type</u>	<u>Fair Value</u>	<u>Weighted Average Maturity (years)</u>
Michigan CLASS Investment Pool	\$ 6,993,873	0.2301
Total Fair Value	<u>\$ 6,993,873</u>	
Portfolio weighted average maturity		<u>0.2301</u>

1 day maturity equals approximately .0027 years.

Concentration of Credit Risk - The Authority will minimize concentration of credit risk, which is the risk of loss attributed to the magnitude of the Authority’s investment in a single issuer, by diversifying the investment portfolio so that the impact of potential losses from any one type of security or issuer will be minimized. Obligations of the U.S. government or obligations explicitly guaranteed by the U.S. government are not considered to have credit risk and do not require disclosure of credit quality.

<u>Investment Type</u>	<u>Fair Value</u>	<u>Rating</u>	<u>Rating Organization</u>
Michigan CLASS Investment Pool	\$ 6,993,873	AAAm	Standard and Poor's
Total	<u>\$ 6,993,873</u>		

Foreign Currency Risk – The Authority is not authorized to invest in investments that have this type of risk.

Fair Value Measurement - The Authority is required to disclose amounts within a framework established for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described as follows:

- Level 1: Quoted prices in active markets for identical securities.
- Level 2: Prices determined using other significant observable inputs. Observable inputs are inputs that other market participants may use in pricing a security. These may include prices for similar securities, interest rates, prepayment speeds, credit risk and others.

NOTE 3 – DEPOSITS AND INVESTMENTS, CONCLUDED

Level 3: Prices determined using significant unobservable inputs. In situations where quoted prices or observable inputs are unavailable or deemed less relevant, unobservable inputs may be used. Unobservable inputs reflect the Authority’s own assumptions about the factors market participants would use in pricing an investment and would be based on the best information available.

The asset or liability’s fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Investments in Entities that Calculate Net Asset Value per Share - The Authority holds shares or interests in the Michigan CLASS investment pool where the fair value of the investments is measured on a recurring basis using net asset value per share (or its equivalent) of the investment companies as a practical expedient.

The Michigan CLASS investment pool invest in U.S. Treasury obligations, federal agency obligations of the U.S. government, high-grade commercial paper (rated “A1” or better), collateralized bank deposits, repurchase agreements (collateralized at 102% by treasuries and agencies), and approved money market funds. The program is designed to meet the needs of Michigan public sector investors. It purchases securities that are legally permissible under state statutes and are available for investment by Michigan counties, cities, townships, school districts, authorities, and other public agencies.

At the year ended December 31, 2025, the fair value, unfunded commitments, and redemption rules of those investments are as follows:

	<u>Fair Value</u>	<u>Unfunded Commitments</u>	<u>Redemption Frequency, if Eligible</u>	<u>Redemption Notice Period</u>
Michigan CLASS Investment Pool	\$ 6,993,873	\$ -	No restrictions	None
Total	<u>\$ 6,993,873</u>	<u>\$ -</u>		

The following summarizes the categorization of these amounts as of December 31, 2025:

	<u>General Fund</u>	<u>Capital Project Fund</u>	<u>Total Cash and Cash Equivalents</u>
Cash on hand	\$ 50	\$ -	\$ 50
Bank deposits	1,836,734	4,741	1,841,475
Michigan CLASS Investment Pool	-	6,993,873	6,993,873
Total	<u>\$ 1,836,784</u>	<u>\$ 6,998,614</u>	<u>\$ 8,835,398</u>

NOTE 4 – CAPITAL ASSETS

Capital asset activity for the year ended December 31, 2025, was as follows:

	As Restated Beginning Balance	Additions	Disposals	Ending Balance
Governmental activities:				
Capital assets not being depreciated:				
Land	\$ 331,306	\$ -	\$ -	\$ 331,306
Capital assets being depreciated/amortized				
Buildings and improvements	\$ 2,662,298	\$ 22,682	\$ -	\$ 2,684,980
Equipment and furnishings	12,029,995	230,842	-	12,260,837
Right of use - leased equipment	536,006	-	-	536,006
Subtotal	<u>\$ 15,228,299</u>	<u>\$ 253,524</u>	<u>\$ -</u>	<u>\$ 15,481,823</u>
Less: Accumulated depreciation/amortization				
Buildings and improvements	\$ (665,351)	\$ (101,572)	\$ -	\$ (766,923)
Equipment and furnishings	(1,911,871)	(646,718)	-	(2,558,589)
Right of use - leased equipment	(168,177)	(42,267)	-	(210,444)
Subtotal	<u>\$ (2,745,399)</u>	<u>\$ (790,557)</u>	<u>\$ -</u>	<u>\$ (3,535,956)</u>
Total capital assets being depreciated/amortized	<u>\$ 12,482,900</u>			<u>\$ 11,945,867</u>
Governmental activities capital assets, net	<u><u>\$ 12,814,206</u></u>			<u><u>\$ 12,277,173</u></u>

Depreciation/amortization expense for 2025 was \$790,557 and was charged to the public safety function.

NOTE 5 – RISK MANAGEMENT

The Authority is exposed to various risks of loss related to property loss, torts, errors and omissions, employee injuries (workers' compensation) and medical benefits provided to employees. The Authority has purchased commercial insurance for each of these claims and is neither self-insured, nor participates in a shared-risk pool. During the past period, settlements did not exceed insurance coverage.

NOTE 6 – LONG-TERM OBLIGATIONS

Governmental Activities:

Other Debt:

In 2021, the Authority entered into a twenty-year tower lease due in annual installments of \$2,400 increasing by (2%) after the first three years and every three years thereafter through 2063.	\$ 65,621
In 2021, the Authority entered into a twenty-year tower lease due in annual installments of \$2,400 through 2041.	30,046
In 2021, the Authority entered into a twenty-year tower lease due in annual installments of \$1,200 through 2041.	15,023
In 2015, the Authority entered into a twenty-year tower lease due in monthly installments of \$1,500 for first five years then annual (4%) increases for the next five years, then annual (3%) increases for the two remaining five year terms.	155,182
In 2024, the Authority entered into a four and a half year back-up communication center lease due in monthly installments of \$1,800 for first year, then annual (2%) increases for each additional year.	<u>86,919</u>
Total other debt	<u>\$ 352,791</u>
Total long-term debt	<u>\$ 352,791</u>

Long-term obligation activity for the year ended December 31, 2025, was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Governmental Activities					
Direct Placement:					
Installment purchase agreement	\$ 1,301,148	\$ -	\$ (1,301,148)	\$ -	\$ -
Other Debt:					
Tower leases	390,568	-	(37,777)	352,791	39,169
Total Direct Placement and Other Debt	<u>\$ 1,691,716</u>	<u>\$ -</u>	<u>\$ (1,338,925)</u>	<u>\$ 352,791</u>	<u>\$ 39,169</u>

NOTE 6 – LONG-TERM OBLIGATIONS, CONCLUDED

Debt service requirements at December 31, 2025, are as follows:

Year Ended December 31,	Other Debt		
	Principal	Interest	Total
2026	\$ 39,169	\$ 6,419	\$ 45,588
2027	40,604	5,943	46,547
2028	42,134	5,453	47,587
2029	43,661	5,097	48,758
2030	20,941	4,438	25,379
2031-2035	93,802	14,187	107,989
2036-2040	23,672	7,578	31,250
2041-2045	8,096	5,581	13,677
2046-2050	9,696	4,476	14,172
2051-2055	11,465	3,164	14,629
2056-2060	13,458	1,614	15,072
2061-2062	6,093	7	6,100
Totals	<u>\$ 352,791</u>	<u>\$ 63,957</u>	<u>\$ 416,748</u>

NOTE 7 – COMPENSATED ABSENCES

Compensated absences for the year ended December 31, 2025 are as follows:

	Beginning Balance	Net Change	Ending Balance	Due Within One Year
Compensated Absences	\$ 110,575	\$ 14,846	\$ 125,421	\$ 12,542
	<u>\$ 110,575</u>	<u>\$ 14,846</u>	<u>\$ 125,421</u>	<u>\$ 12,542</u>

NOTE 8 – DEFINED CONTRIBUTION PLAN

The Authority provides pension benefits for the Executive Director through a defined contribution plan. In a defined contribution plan, benefits depend solely on amounts contributed to the plan, plus investment earnings. The Executive Director is eligible to participate after the date of hire. The Authority contributes an amount equal to 10% and the Executive Director has the option to contribute. The Authority's contributions for the Executive Director (and interest allocated to the employee's account) are fully vested upon entering the plan. The Authority made the required contributions of \$12,917, for the year ended December 31, 2025. At December 31, 2025, the Authority reported no accrued liability as part of the contributions to the plan. The Authority is not a trustee of the plan, nor is the Authority responsible for investment management of plan assets.

NOTE 8 – DEFINED CONTRIBUTION PLAN, CONCLUDED

The Authority also provides pension benefits for all employees except the Executive Director through a defined contribution plan. The employees are eligible to participate after the date of hire. The Authority contributes an amount equal to 5% and the employees have the option to contribute. The Authority will match employee contributions up to a maximum of an additional 3%. The Authority's contributions for the employees (and interest allocated to the employee's account) are fully vested upon the completion of two years of service. The Authority made the required contributions of \$278,316, for the year ended December 31, 2025. At December 31, 2025, the Authority reported no accrued liability as part of the contributions to the plan. The Authority is not a trustee of the plan, nor is the Authority responsible for investment management of plan assets.

Forfeitures may be used to reduce or reallocate employer contributions. There were forfeitures of \$20,988 during the current fiscal year that were used to reduce the Authority's pension expense.

NOTE 9 – DEFERRED COMPENSATION PLAN

The Authority offers its employees a deferred compensation plan created in accordance with Internal Revenue Code, Section 457. The assets of the plan were held in trust (custodial accounts) as described in IRC Section 457(g) for the exclusive benefit of the participants (employees) and their beneficiaries. The custodian thereat for the exclusive benefit of the participants, holds the custodial accounts for the beneficiaries of this Section 457 plan and the assets may not be diverted to any other use. The administrators are agents of the employer for purposes of providing direction to the custodian of the custodial account from time to time for the investment of the funds held in the account, transfer of assets to or from the account, and all other matters. In accordance with the provisions of GASB Statement No. 32, plan balances and activities are not reflected in the Authority's financial statements.

NOTE 10 – UPCOMING ACCOUNTING PRONOUNCEMENTS

In April 2024, the GASB issued Statement No. 103, *Financial Reporting Model Improvements*. This Statement establishes new accounting and financial reporting requirements—or modifies existing requirements—related to the following:

1. Management's discussion and analysis (MD&A);
 - a. Requires that the information presented in MD&A be limited to the related topics discussed in five specific sections:
 - i. Overview of the Financial Statements,
 - ii. Financial Summary,
 - iii. Detailed Analyses,
 - iv. Significant Capital Asset and Long-Term Financing Activity,
 - v. Currently Known Facts, Decisions, or Conditions;
 - b. Stresses detailed analyses should explain why balances and results of operations changed rather than simply presenting the amounts or percentages by which they changed;

NOTE 10 – UPCOMING ACCOUNTING PRONOUNCEMENTS, CONTINUED

- c. Removes the requirement for discussion of significant variations between original and final budget amounts and between final budget amounts and actual results;
2. Unusual or infrequent items;
3. Presentation of the proprietary fund statement of revenues, expenses, and changes in fund net position;
 - a. Requires that the proprietary fund statement of revenues, expenses, and changes in fund net position continue to distinguish between operating and nonoperating revenues and expenses and clarifies the definition of operating and nonoperating revenues and expenses;
 - b. Requires that a subtotal for operating income (loss) and noncapital subsidies be presented before reporting other nonoperating revenues and expenses and defines subsidies;
4. Information about major component units in basic financial statements should be presented separately in the statement of net position and statement of activities unless it reduces the readability of the statements in which case combining statements of should be presented after the fund financial statements;
5. Budgetary comparison information should include variances between original and final budget amounts and variances between final budget and actual amounts with explanations of significant variances required to be presented in the notes to RSI;

The Authority is currently evaluating the impact this standard will have on the financial statements when adopted.

In September 2024, the GASB issued Statement No. 104, *Disclosure of Certain Capital Assets*. This Statement requires certain types of capital assets to be disclosed separately in the capital assets note disclosures required by Statement 34. Lease assets recognized in accordance with Statement No. 87, *Leases*, and intangible right-to-use assets recognized in accordance with Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, should be disclosed separately by major class of underlying asset in the capital assets note disclosures. Subscription assets recognized in accordance with Statement No. 96, *Subscription-Based Information Technology Arrangements*, also should be separately disclosed. In addition, this Statement requires intangible assets other than those three types to be disclosed separately by major class.

This Statement also requires that capital assets held for sale be evaluated each reporting period. Governments should disclose (1) the ending balance of capital assets held for sale, with separate disclosure for historical cost and accumulated depreciation by major class of asset, and (2) the carrying amount of debt for which the capital assets held for sale are pledged as collateral for each major class of asset.

The Authority is currently evaluating the impact this standard will have on the financial statements when adopted.

NOTE 10 – UPCOMING ACCOUNTING PRONOUNCEMENTS, CONCLUDED

In December 2025, the GASB issued Statement No. 105, *Subsequent Events*. This Statement describes the date the financial statements are available to be issued as the date at which (1) the financial statements are complete in a form and format that complies with generally accepted accounting principles and (2) approvals necessary for issuance have been obtained. That definition modifies the subsequent events time frame throughout the GASB literature. This Statement also requires the date through which subsequent events have been evaluated to be disclosed.

The Authority is currently evaluating the impact this standard will have on the financial statements when adopted.

NOTE 11 – INTERFUND TRANSFERS

<u>Transfers In</u>	<u>Transfers Out</u>	
	General Fund	Total
Capital Project Fund	\$ 3,325,000	\$ 3,325,000

The General Fund transferred funds to the Capital Project Fund for various capital projects for future fiscal years.

NOTE 12 – SUBSEQUENT EVENTS

The Authority has evaluated subsequent events through April 28, 2026, the date the financial statements were available to be issued. No events or transactions occurred during this period which require recognition or disclosure in the financial statements.

REQUIRED SUPPLEMENTARY INFORMATION

KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY

**BUDGETARY COMPARISON SCHEDULE – GENERAL FUND
FOR THE YEAR ENDED DECEMBER 31, 2025**

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues:				
Charges for services	\$ 1,662,750	\$ 1,688,750	\$ 1,794,044	\$ 105,294
Contributions from local units	7,424,600	7,533,471	7,533,471	-
Interest and rentals	236,700	276,700	283,890	7,190
Other	50	5,917	7,372	1,455
Total revenues	\$ 9,324,100	\$ 9,504,838	\$ 9,618,777	\$ 113,939
Expenditures:				
Public safety:				
Personnel costs	\$ 4,208,565	\$ 3,948,571	\$ 3,715,650	\$ 232,921
Employee benefits	1,435,002	1,365,240	1,201,742	163,498
Contractual services	919,941	919,941	793,739	126,202
Professional services	42,300	37,300	22,785	14,515
Insurance	60,000	54,000	53,241	759
Repairs and maintenance	28,000	28,000	14,244	13,756
Travel	94,000	95,700	78,219	17,481
Supplies	32,500	32,500	12,237	20,263
Utilities	191,180	194,980	168,146	26,834
Miscellaneous	51,500	53,500	25,333	28,167
Debt service:				
Principal	1,301,147	1,301,147	1,301,147	-
Interest	32,399	32,399	32,399	-
Lease	21,672	21,672	-	21,672
Capital outlay	45,000	54,000	40,842	13,158
Total expenditures	\$ 8,463,206	\$ 8,138,950	\$ 7,459,724	\$ 679,226
Excess of revenue over expenditures	\$ 860,894	\$ 1,365,888	\$ 2,159,053	\$ 793,165
Other financing sources (uses):				
Operating transfers out	\$ (900,000)	\$ (3,325,000)	\$ (3,325,000)	\$ -
Total other financing sources (uses)	\$ (900,000)	\$ (3,325,000)	\$ (3,325,000)	\$ -
Net Changes in Fund Balances	\$ (39,106)	\$ (1,959,112)	\$ (1,165,947)	\$ 793,165
Fund balance - Beginning	4,160,090	4,160,090	4,160,090	
Fund balance - Ending	\$ 4,120,984	\$ 2,200,978	\$ 2,994,143	

COMPLIANCE LETTER



**INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

To the Board of Directors of
Kalamazoo County Consolidated Dispatch Authority
Kalamazoo, Michigan

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Kalamazoo County Consolidated Dispatch Authority (the “Authority”), as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the Authority’s basic financial statements and have issued our report thereon dated April 28, 2026.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority’s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority’s internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority’s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did identify a deficiency in internal control, described in the accompanying schedule of findings and responses (2025-001) that we consider to be a material weakness.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Authority's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the Authority's response to the findings identified in our audit and described in the accompanying schedule of findings and responses. The Authority's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Respectfully submitted,

A handwritten signature in blue ink that reads "Kruegel, Lawton & Company, LLC". The signature is written in a cursive style.

Certified Public Accountants

St. Joseph, Michigan
April 28, 2026

SECTION I – FINANCIAL STATEMENT FINDINGS

Finding 2025-001 Material Weakness – Preparation of GAAP Financial Statements

Condition: As is the case with many small and medium-sized governmental entities, the Kalamazoo County Consolidated Dispatch Authority (the “Authority”) has historically relied on its independent external auditors to assist in the preparation of the government-wide financial statements, fund financial statements, and notes to financial statements as part of its external financial reporting process. Accordingly, the Authority’s ability to prepare financial statements in accordance with generally accepted accounting principles (“GAAP”) is based, in part, on its reliance on its external auditors, who by definition, cannot be considered part of the Authority’s internal controls.

Criteria: All Michigan governments are required to prepare financial statements in accordance with GAAP. This is the responsibility of the Authority’s management. The preparation of financial statements in accordance with GAAP requires internal controls over both: 1) recording, processing and summarizing accounting data (maintaining internal accounting books and records); and 2) reporting government-wide and fund financial statements, including the related notes to financial statements (external financial reporting).

Cause: This condition was caused by the Authority’s decision to outsource the preparation of its annual financial statements to the auditors. This decision was based on the determination that it would be more cost effective to outsource this function rather than invest the time and incur the expense to obtain the necessary training and expertise for the Authority to prepare this information internally.

Effect: The Authority lacks internal controls over the preparation of financial statements in accordance with GAAP, and instead relies, in part, on its external auditors for assistance with this duty.

Recommendation: We recommend that the Authority’s management evaluate the cost versus benefit of establishing internal controls over the preparation of financial statements in accordance with GAAP, and determine if it is in the best interests of the Authority to outsource this duty to its external auditors. If the Authority continues to rely on its external auditors to prepare the financial statements, we recommend that the board designate a responsible Authority official to carefully review the draft financial statements, including the notes, prior to approving them and accepting responsibility for their content and presentation.

Management Response: Management is aware of this deficiency. However, the Authority has determined that the cost of contracting a qualified independent third party to prepare the financial statements would not be cost effective.

SECTION II - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

The Authority has spent under the \$1,000,000 threshold for federal expenditures and is not required to have a single audit under the Uniform Guidance.



KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY

Agenda Request Form

Please fill in the boxes below with the appropriate information.

Name: Agency:

Phone Number: Length of Time Needed: Agenda Item #:

Topic:

Brief Description:

Administration presented the attached memo and supporting documents reference the 2026 General Fund Budget Amendment to the Finance Committee meeting on April 28th. The amendment results in revised total general fund expenditures equating to \$7,593,496 and a transfer-out to the Capital Projects Fund of \$2,250,000. With these changes, KCCDA can expect an anticipated surplus at year’s end totaling \$458,502.

The Committee unanimously approved the General Fund Budget Amendment, REVISION I, and recommends the same to the Board of Directors for approval.

Proposed Motion:

*****ROLL CALL VOTE*****

Motion to approve the 2026 General Fund Budget Amendment REVISION I resulting in general fund expenditures equating to \$7,593,496 and a transfer-out to the Capital Projects Fund of \$2,250,000.

Agenda Request Approved: Meeting Date: Time:

Persons or items will not be placed on a meeting agenda without an agenda request form first being completed. The agenda request form must be accompanied by information that substantiates and justifies your request. Lack of this information may cause a delay in your request being acted upon by the Board of Directors. Agenda requests must be received by 9:00 a.m. on Monday of the week preceding the monthly meeting date. Completed forms should be delivered to an Officer of the Board of Directors or sent electronically to admin@kccda911.org. If you have any questions regarding this form, please feel free to contact KCCDA’s administrative office at (269) 488-8911.



Kalamazoo County Consolidated Dispatch Authority



DATE: April 22, 2026

TO: Finance Committee Members and Board of Directors

FROM: Jeff Troyer
KCCDA Executive Director

SUBJECT: Fiscal Year 2026 General Fund Budget Amendment – REVISION I

I hereby present to the Finance Committee and Board of Directors for consideration this budget amendment, Revision I, for the 2026 General Fund Budget which includes the General Operations (2911) and Training (2913) units. This amendment reflects up-to-date personnel projections including wages and actual benefit elections from this year's open enrollment process.

The proposed amendment contains the following changes:

REVENUES

- **Miscellaneous Revenue**

Miscellaneous revenues are increasing \$4,347 which consists of property and liability insurance distribution of excess assets from MMRMA.

EXPENDITURES

- **Personnel Services**

Personnel services are decreasing slightly by \$119,436. This reduction is primarily due to staffing levels versus original budget projections and incorporating actual wages and salaries for agreements that were not yet settled when the original budget was developed.

- **Benefits and Taxes**

This categorical has a reduction of \$43,513 and accurately reflects all employees and their respective benefit enrollments for this fiscal year (open enrollment completed in December 2025).

NOTE: Personnel Services, Benefits, and Taxes are further detailed on the Position Budgeting worksheets attached to this memo (pages 3 – 5).



Kalamazoo County Consolidated Dispatch Authority



- **Services and Other Charges**

Services and other charges have a net increase in expenditures totaling \$20,000. This consists of minor changes to the following line items: Training/Registration, Education, Printing, Advertising, Water & Sewer, and Repair & Maintenance.

- **Equipment & Capital Outlay**

Small equipment is proposed to increase \$10,000 due to the purchase of additional Tyler CrewForce licenses.

ATTACHMENTS/REPORTS

Attached to this memorandum are three separate documents/reports to assist in the explanation of the proposed line-item and categorical budgetary revisions included in this amendment:

- ✓ **Position Budgeting – Employee Compensation, Taxes & Benefits**

Pages 3 – 5 are the personnel detail for each KCCDA position including anticipated compensation, taxes, and benefits. The totals listed on page 5 correspond to specific line-items (or subcategories) identified in the budget.

- ✓ **2026 Budget Amendment – REVISION I Net Changes**

This document, pages 6 – 8, shows the original adopted budget, net changes resulting from any line-item transfers (year-to-date), the proposed net changes in this amendment (Revision I), and the new revised budget if the amendment is approved.

- ✓ **10 Year General Fund Operations Budget and Fund Balance Forecast**

Page 9 is a categorical budget and fund balance forecast for years 2025 (year-end actuals), the proposed 2026 Budget (Revision I), and each year thereafter through 2035.

GENERAL FUND SUMMARY

This proposed budget amendment, Revision I, increases revenues by \$4,347 and reduces overall expenditures by \$132,949 equating to a surplus net change for this amendment of \$137,296. The amendment results in revised total expenditures of \$7,593,496 and a transfer-out to the Capital Projects Fund totaling \$2,250,000. With the changes contained herein, KCCDA can expect an anticipated surplus at year's end totaling \$458,502.

I recommend adoption of the proposed fiscal year 2026 General Fund Budget Amendment – REVISION I.

POSITION BUDGETING - Employee Compensation, Taxes & Benefits

#	Position/Title	Wage Line Item	Emp. ID or Vacant (V)	Regular Wages	Overtime	Holiday Premium	Allow & Comps	Longevity	Social Sec	Medicare	MERS DC	MERS 457	MERS HCSP	Work Comp	Medical Ins.	HSA Contr.	Dental	Vision	Life Ins.	Disab. Ins.
01	ECO-I	702.024	037	\$58,635		\$4,116	\$4,550	\$900	\$4,228	\$989	\$5,456		\$1,173	\$245	Opt Out		\$1,267	\$163	\$158	\$320
02	ECO-I	702.024	087	\$57,938		\$3,920			\$3,835	\$897	\$4,949		\$1,159	\$241	\$5,506	\$2,125	\$297	\$63	\$158	\$320
03	ECO-I	702.024	092	\$54,831		\$3,749			\$3,632	\$849	\$4,686		\$1,068	\$228	\$5,506	\$2,125	\$297	\$63	\$158	\$320
04	ECO-I	702.024	098	\$53,212		\$3,578			\$3,521	\$823	\$4,543		\$1,020	\$221	\$5,506	\$2,125	\$297	\$63	\$158	\$320
05	ECO-I	702.024	106	\$51,589		\$3,578	\$1,950		\$3,541	\$828	\$4,569		\$1,020	\$215	Opt Out		Opt Out	Opt Out	\$158	\$320
06	ECO-I	702.024	108	\$50,367		\$3,406			\$3,334	\$780	\$4,302		\$971	\$210	\$5,506	\$2,125	\$297	\$63	\$158	\$320
07	ECO-I	702.024	109	\$50,367		\$3,406	\$1,950		\$3,455	\$808	\$4,458		\$971	\$210	Opt Out		Opt Out	Opt Out	\$158	\$320
08	ECO-I	702.024	114	\$48,731		\$3,406	\$4,550		\$3,515	\$822	\$4,535		\$971	\$203	Opt Out		Opt Out	Opt Out	\$158	\$320
09	ECO-I	702.024	115	\$46,500		\$3,235			\$3,084	\$721	\$3,979		\$922	\$194	\$6,811		\$297	\$63	\$158	\$320
10	ECO-I	702.024	118	\$31,134		\$2,482	\$1,200		\$2,159	\$505	\$2,785		\$922	\$131	Opt Out		Opt Out	Opt Out	\$158	\$320
11	ECO-I	702.024	117	\$31,134		\$2,482	\$2,000		\$2,208	\$516	\$2,849		\$922	\$131	Opt Out		Opt Out	Opt Out	\$158	\$320
12	ECO-I	702.024	V-6	\$23,046		\$1,618			\$1,529	\$358	\$1,973		\$922	\$96	\$2,753	\$1,063	\$149	\$32	\$79	\$160
13	ECO-I	702.024	V-6	\$23,046		\$1,618			\$1,529	\$358	\$1,973		\$922	\$96	\$6,666	\$2,125	\$337	\$33	\$79	\$160
14	ECO-I	702.024	V-6	\$23,046		\$1,618			\$1,529	\$358	\$1,973		\$461	\$96	\$9,193	\$2,125	\$634	\$70	\$79	\$160
15	ECO-I	702.024	V-6	\$23,046		\$1,618			\$1,529	\$358	\$1,973		\$461	\$96	\$2,753	\$1,063	\$772	\$139	\$79	\$160
16	ECO-I	702.024	V-3	\$11,523		\$820			\$765	\$179	\$987		\$230	\$48	\$1,377	\$531	\$7,425	\$16	\$40	\$80
17	ECO-II	702.023	014	\$72,176		\$5,066		\$1,350	\$4,873	\$1,140	\$6,287		\$1,444	\$301	\$13,332	\$4,250	\$772	\$139	\$158	\$320
18	ECO-II	702.023	021	\$72,176		\$5,066	\$3,250	\$1,350	\$5,074	\$1,187	\$6,547		\$1,444	\$301	Opt Out		\$772	\$139	\$158	\$320
19	ECO-II	702.023	023	\$72,176		\$5,066		\$1,350	\$4,873	\$1,140	\$6,287		\$1,444	\$301	\$13,332	\$4,250	\$673	\$65	\$158	\$320
20	ECO-II	702.023	024	\$72,176		\$5,066	\$4,550	\$1,100	\$5,139	\$1,202	\$6,631		\$1,444	\$301	Opt Out		\$1,267	\$163	\$158	\$320
21	ECO-II	702.023	025	\$72,176		\$5,066		\$1,100	\$4,857	\$1,136	\$6,267		\$1,444	\$301	\$18,387	\$4,250	\$1,267	\$163	\$158	\$320
22	ECO-II	702.023	027	\$72,176		\$5,066		\$1,100	\$4,857	\$1,136	\$6,267		\$1,444	\$301	Opt Out		Opt Out	Opt Out	\$158	\$320
23	ECO-II	702.023	030	\$72,176		\$5,066		\$1,100	\$4,857	\$1,136	\$6,267		\$1,444	\$301	\$18,387	\$4,250	\$1,267	\$163	\$158	\$320
24	ECO-II	702.023	032	\$72,176		\$5,066		\$1,100	\$4,857	\$1,136	\$6,267		\$1,444	\$301	\$18,387	\$4,250	\$1,267	\$163	\$158	\$320
25	ECO-II	702.023	049	\$70,746		\$4,825	\$4,550	\$900	\$5,023	\$1,175	\$6,482		\$1,415	\$295	Opt Out		Opt Out	Opt Out	\$158	\$320
26	ECO-II	702.023	057	\$72,176		\$5,066	\$4,550	\$900	\$5,127	\$1,199	\$6,615		\$1,444	\$301	Opt Out		Opt Out	Opt Out	\$158	\$320
27	ECO-II	702.023	062	\$69,602		\$4,825	\$4,550	\$900	\$4,952	\$1,158	\$6,390		\$1,392	\$290	Opt Out		\$1,267	\$163	\$158	\$320
28	ECO-II	702.023	070	\$65,867		\$4,583		\$900	\$4,424	\$1,035	\$5,708		\$1,317	\$275	\$18,387	\$4,250	\$1,267	\$163	\$158	\$320
29	ECO-II	702.023	075	\$62,702		\$4,341			\$4,157	\$972	\$5,363		\$1,254	\$261	\$18,387	\$4,250	\$1,267	\$163	\$158	\$320
30	ECO-II	702.023	078	\$64,716		\$4,341			\$4,281	\$1,001	\$5,525		\$1,294	\$269	\$5,506	\$2,125	\$297	\$63	\$158	\$320
31	ECO-II	702.023	083	\$54,912		\$3,854			\$3,644	\$852	\$4,701		\$1,098	\$229	\$18,387	\$4,250	\$1,267	\$163	\$158	\$320
32	ECO-II	702.023	085	\$58,096		\$3,854	\$1,950		\$3,962	\$927	\$5,112		\$1,162	\$242	Opt Out		Opt Out	Opt Out	\$158	\$320
33	ECO-II	702.023	088	\$61,119		\$4,098	\$1,950		\$4,164	\$974	\$5,373		\$1,222	\$254	Opt Out		\$297	\$63	\$158	\$320
34	ECO-II	702.023	096	\$54,912		\$3,854			\$3,644	\$852	\$4,701		\$1,098	\$229	\$18,387	\$4,250	\$1,267	\$163	\$158	\$320
35	ECO-II	702.023	103	\$54,912		\$3,854			\$3,644	\$852	\$4,701		\$1,098	\$229	\$18,387	\$4,250	\$1,267	\$163	\$158	\$320

POSITION BUDGETING - Employee Compensation, Taxes & Benefits

#	Position/Title	Wage Line Item	Emp. ID or Vacant (V)	Regular Wages	Overtime	Holiday Premium	Allow & Comps	Longevity	Social Sec	Medicare	MERS DC	MERS 457	MERS HCSP	Work Comp	Medical Ins.	HSA Contr.	Dental	Vision	Life Ins.	Disab. Ins.
36	ECO-II	702.023	097	\$56,215		\$3,854	\$3,250		\$3,926	\$918	\$5,066		\$1,124	\$234	Opt Out		Opt Out	Opt Out	\$158	\$320
37	ECO-II	702.023	061	\$59,249		\$4,098			\$3,928	\$919	\$5,068		\$1,185	\$247	\$23,909		\$1,267	\$163	\$158	\$320
38	ECO-II	702.023	113	\$58,673		\$3,074			\$3,828	\$895	\$4,940		\$1,173	\$241	\$13,332	\$4,250	\$673	\$65	\$158	\$320
39	ECO-II	702.023	104	\$54,912		\$3,854			\$3,644	\$852	\$4,701		\$1,098	\$229	\$18,387	\$4,250	\$1,267	\$163	\$158	\$320
40	ECO-II	702.023	110	\$51,459		\$3,612			\$3,414	\$799	\$4,406		\$1,029	\$215	\$5,506	\$2,125	\$297	\$63	\$158	\$320
41	ECO-II	702.023	116	\$51,459		\$2,709			\$3,358	\$785	\$4,333		\$1,029	\$211	\$5,506	\$2,125	\$297	\$63	\$158	\$320
42	ECO-II	702.023	V-6	\$25,730		\$1,806			\$1,707	\$399	\$2,203		\$515	\$107	\$2,753	\$1,063	\$149	\$32	\$79	\$160
43	ECO-II	702.023	V-6	\$25,730		\$1,806			\$1,707	\$399	\$2,203		\$515	\$107	\$6,666	\$2,125	\$386	\$69	\$79	\$160
44	ECO-II	702.023	V-6	\$25,730		\$1,806			\$1,707	\$399	\$2,203		\$515	\$107	\$9,193	\$2,125	\$634	\$82	\$79	\$160
45	ECO-II	702.023	V-0	\$0		\$0			\$0	\$0	\$0			\$0						
46	ECO-II	702.023	V-0	\$0		\$0			\$0	\$0	\$0			\$0						
47	ECO-II	702.023	V-0	\$0		\$0			\$0	\$0	\$0			\$0						
48	ECO-II	702.023	V-0	\$0		\$0			\$0	\$0	\$0			\$0						
49	ECO - Part Time	702.023	013	\$36,088		\$1,666			\$2,341	\$547	\$3,020		\$722	\$147	Opt Out					\$320
50	ECO - Part Time	702.023	029	\$52,050		\$1,666			\$3,330	\$779	\$4,297		\$1,041	\$209	\$4,104		\$1,267	\$163		\$320
51	ECO - Part Time	702.023	040	\$58,990		\$1,666			\$3,761	\$880	\$4,852		\$1,180	\$237	Opt Out					\$320
52	ECO - Part Time	702.023	056	\$18,044		\$1,666			\$1,222	\$286	\$1,577		\$361	\$77	Opt Out					\$320
53	ECO - Part Time	702.023	043	\$52,050		\$1,666			\$3,330	\$779	\$4,297		\$1,041	\$209	Opt Out					\$320
54	ECO - Part Time	702.023	053	\$36,088		\$1,666			\$2,341	\$547	\$3,020		\$722	\$147	Opt Out					\$320
55	ECO - Part Time	702.023	V-0	\$0		\$0			\$0	\$0	\$0		\$0	\$0	Opt Out					\$320
56	Dispatch Supv. - Floor	702.022	008	\$79,061	\$8,322	\$5,842			\$5,780	\$1,352	\$7,458	\$1,864	\$1,581	\$364	\$13,332	\$4,250	\$772	\$139	\$158	\$320
57	Dispatch Supv. - Floor	702.022	011	\$79,061	\$8,322	\$5,842			\$5,780	\$1,352	\$7,458	\$1,864	\$1,581	\$364	\$5,506	\$2,125	\$296	\$63	\$158	\$320
58	Dispatch Supv. - Floor	702.022	017	\$79,061	\$8,322	\$5,842			\$5,780	\$1,352	\$7,458	\$1,864	\$1,581	\$364	\$13,332	\$4,250	\$772	\$139	\$158	\$320
59	Dispatch Supv. - Floor	702.022	059	\$72,966	\$7,297	\$5,122			\$5,294	\$1,238	\$6,831	\$1,708	\$1,459	\$333	\$5,506	\$2,125	\$296	\$63	\$158	\$320
60	Dispatch Supv. - Floor	702.022	V-6	\$36,486		\$5,122			\$2,580	\$603	\$3,329	\$832	\$730	\$162	\$5,506	\$2,125	\$296	\$63	\$158	\$320
61	Dispatch Supv. - QA	702.022	010	\$76,176		\$5,302			\$5,052	\$1,181	\$6,518	\$1,630	\$1,524	\$318	\$18,387	\$4,250	\$1,267	\$163	\$158	\$320
62	Dispatch Supv. - Training	702.022	007	\$83,222		\$5,842	\$4,550		\$5,804	\$1,357	\$7,489	\$1,872	\$1,664	\$347	Opt Out		\$772	\$139	\$158	\$320
63	Admin. Assistant	702.021	093	\$42,955					\$2,663	\$623	\$3,436		\$859	\$168	\$18,387	\$4,250	\$1,267	\$163	\$158	\$320
64	Exec. Admin. Assistant	702.021	004	\$70,796					\$4,389	\$1,027	\$5,664		\$1,416	\$276	\$18,387	\$4,250	\$1,267	\$163	\$158	\$320
65	Systems Support Spec.	702.021	003	\$84,748					\$5,254	\$1,229	\$6,780		\$1,695	\$331	\$18,387	\$4,250	\$1,267	\$163	\$158	\$320
66	Systems Support Spec.	702.021	076	\$78,440					\$4,863	\$1,137	\$6,275		\$1,569	\$306	\$6,811		\$296	\$63	\$158	\$320
67	Network/Systems Admin	702.010	005	\$108,599					\$6,733	\$1,575	\$8,688	\$2,172	\$2,172	\$424	\$18,387	\$4,250	\$1,267	\$163	\$158	\$320
68	Deputy Director	702.010	002	\$114,606					\$7,106	\$1,662	\$9,168	\$2,292	\$2,292	\$447	\$13,332	\$4,250	\$673	\$65	\$158	\$320
69	Executive Director	702.010	001	\$145,691			\$8,688		\$9,571	\$2,238	\$12,350	\$5,828	\$4,371	\$568	\$18,387	\$4,250	\$1,267	\$163	\$1,458	\$3,820
Varies	OVERTIME	702.030	Various		\$350,000				\$21,700	\$5,075	\$28,000									

POSITION BUDGETING - Employee Compensation, Taxes & Benefits

#	Position/Title	Wage Line Item	Emp. ID or Vacant (V)	Regular Wages	Overtime	Holiday Premium	Allow & Comps	Longevity	Social Sec	Medicare	MERS DC	MERS 457	MERS HCSP	Work Comp	Medical Ins.	HSA Contr.	Dental	Vision	Life Ins.	Disab. Ins.
TOTALS:				\$3,719,650	\$382,263	\$208,201	\$58,038	\$14,050	\$271,697	\$63,542	\$350,576	\$21,927	\$77,199	\$15,444	\$493,847	\$122,719	\$45,559	\$5,438	\$9,793	\$22,940
					702.030	706.000		714.000	721.000	722.000	725.010	725.020	725.030	719.000	720.010	720.060	720.020	720.030	720.040	720.070

Line Item Summary		
Salaries - Administration	702.010	\$368,896
Salaries/Wages - Regular	702.020	\$3,350,754

Line Item Summary	
712.000	\$49,350
715.010	\$8,688

Salaries/Wages - Regular Subclassifications

Administrative Support - 702.021	\$276,939
Dispatch Supervisors - 702.022	\$506,033
ECO II's - 702.023	\$1,929,633
ECO I's - 702.024	\$638,148

**Kalamazoo County Consolidated Dispatch Authority
2026 Budget Amendment - REVISION I Net Changes
January - December 2026**

	2911 - General Operations					2913 - Training					ALL BUSINESS UNITS				
	ORIGINAL Budget	YTD TXFRS	REV. I (net change)	REV. II (net change)	REVISED BUDGET	ORIGINAL Budget	YTD TXFRS	REV. I (net change)	REV. II (net change)	REVISED BUDGET	ORIGINAL Budget	YTD TXFRS	REV. I (net change)	REV. II (net change)	REVISED BUDGET
REVENUES															
402.000 Property Taxes	7,651,262				7,651,262					0	7,651,262	0	0	0	7,651,262
573.000 Local Community Stabilization Share	697,389				697,389					0	697,389	0	0	0	697,389
615.010 Surcharge - State 911	468,000				468,000	52,000				52,000	520,000	0	0	0	520,000
615.020 Surcharge - Local 911	1,150,000				1,150,000					0	1,150,000	0	0	0	1,150,000
651.000 Charges for Services - User Fees	18,750				18,750					0	18,750	0	0	0	18,750
665.000 Interest Earned	250,000				250,000					0	250,000	0	0	0	250,000
667.000 Rent/Lease Revenue	10,200				10,200					0	10,200	0	0	0	10,200
671.000 Miscellaneous Revenue	50		4,347		4,397					0	50	0	4,347	0	4,397
TOTAL REVENUES:	\$ 10,245,651	\$ -	\$ 4,347	\$ -	\$ 10,249,998	\$ 52,000	\$ -	\$ -	\$ -	\$ 52,000	\$ 10,297,651	\$ -	\$ 4,347	\$ -	\$ 10,301,998
EXPENDITURES															
700-718 Personnel Services															
702.010 Salaries - Administration	366,784		2,112		368,896					0	366,784	0	2,112	0	368,896
702.020 Wages - Regular	3,463,167		(112,413)		3,350,754	15,000				15,000	3,478,167	0	(112,413)	0	3,365,754
702.030 Wages - Overtime	382,520		(257)		382,263					0	382,520	0	(257)	0	382,263
702.050 CTO Pay	25,000		2,000		27,000					0	25,000	0	2,000	0	27,000
706.000 Wages - Holiday Premium	218,929		(10,728)		208,201					0	218,929	0	(10,728)	0	208,201
712.000 Payment in Lieu of Benefits	48,750		600		49,350					0	48,750	0	600	0	49,350
714.000 Longevity	14,800		(750)		14,050					0	14,800	0	(750)	0	14,050
715.010 Auto Allowance	8,688				8,688					0	8,688	0	0	0	8,688
Personnel Services Subtotal	4,528,638	0	(119,436)	0	4,409,202	15,000	0	0	0	15,000	4,543,638	0	(119,436)	0	4,424,202
719-725 Benefits and Taxes															
719.000 Workers Comp Insurance	15,917		(473)		15,444					0	15,917	0	(473)	0	15,444
720.010 Medical/Health Insurance	517,235		(23,388)		493,847					0	517,235	0	(23,388)	0	493,847
720.020 Dental Insurance	39,851		5,708		45,559					0	39,851	0	5,708	0	45,559
720.030 Vision Insurance	5,744		(306)		5,438					0	5,744	0	(306)	0	5,438
720.040 Life Insurance	10,167		(374)		9,793					0	10,167	0	(374)	0	9,793
720.050 Unemployment	9,000				9,000					0	9,000	0	0	0	9,000
720.060 HSA Contributions	125,375		(2,656)		122,719					0	125,375	0	(2,656)	0	122,719
720.070 Short-Term Disability	23,900		(960)		22,940					0	23,900	0	(960)	0	22,940
721.000 Social Security	278,308		(6,611)		271,697					0	278,308	0	(6,611)	0	271,697

	2911 - General Operations					2913 - Training					ALL BUSINESS UNITS				
	ORIGINAL Budget	TXFRS (net change)	REV. I (net change)	REV. II (net change)	REVISED BUDGET	ORIGINAL Budget	TXFRS (net change)	REV. I (net change)	REV. II (net change)	REVISED BUDGET	ORIGINAL Budget	TXFRS (net change)	REV. I (net change)	REV. II (net change)	REVISED BUDGET
722.000 Medicare	65,088		(1,546)		63,542					0	65,088	0	(1,546)	0	63,542
724.000 Dependent Care Assistance Program	30,000				30,000					0	30,000	0	0	0	30,000
725.010 Retirement - MERS DC	361,284		(10,708)		350,576					0	361,284	0	(10,708)	0	350,576
725.020 Retirement - MERS 457	26,907		(4,980)		21,927					0	26,907	0	(4,980)	0	21,927
725.030 Retirement - MERS HCSP	74,418		2,781		77,199					0	74,418	0	2,781	0	77,199
Benefits and Taxes Subtotal	1,583,194	0	(43,513)	0	1,539,681	0	0	0	0	0	1,583,194	0	(43,513)	0	1,539,681
726-799 Supplies															
727.000 Supplies - Office	15,000				15,000					0	15,000	0	0	0	15,000
730.000 Supplies - Maintenance	6,000				6,000					0	6,000	0	0	0	6,000
740.000 Supplies - Uniform	8,000				8,000					0	8,000	0	0	0	8,000
760.000 Supplies - Kitchen	1,750				1,750					0	1,750	0	0	0	1,750
764.000 Supplies - Food	1,750				1,750					0	1,750	0	0	0	1,750
Supplies Subtotal	32,500	0	0	0	32,500	0	0	0	0	0	32,500	0	0	0	32,500
800-969 Services and Other Charges															
801.010 Contractual Services	1,032,233				1,032,233					0	1,032,233		0	0	1,032,233
805.010 Prof Services - Audit	9,000				9,000					0	9,000		0	0	9,000
810.000 Administrative Fees	3,600				3,600					0	3,600		0	0	3,600
813.000 Legal Fees	15,000				15,000					0	15,000		0	0	15,000
820.010 Interpreter Fees	10,000				10,000					0	10,000		0	0	10,000
835.010 Medical - Physical Exams	3,500				3,500					0	3,500		0	0	3,500
835.020 Medical - Drug Testing	1,500				1,500					0	1,500		0	0	1,500
850.010 Telephone Service	19,500				19,500					0	19,500		0	0	19,500
850.020 Internet Service	84,780				84,780					0	84,780		0	0	84,780
850.030 Copying	2,500				2,500					0	2,500		0	0	2,500
850.040 Mailing	3,000				3,000					0	3,000		0	0	3,000
870.010 Travel - Training/Reg	14,000		5,000		19,000	29,000				29,000	43,000		5,000	0	48,000
870.020 Travel - Lodging	20,000				20,000	2,500				2,500	22,500		0	0	22,500
870.030 Travel- Meals/Food	8,000				8,000	2,500				2,500	10,500		0	0	10,500
870.040 Travel - Mileage	5,000				5,000	2,500				2,500	7,500		0	0	7,500
870.050 Travel - Other	12,000				12,000	500				500	12,500		0	0	12,500
871.010 Education Expense	2,000		3,000		5,000					0	2,000		3,000	0	5,000
900.000 Printing	2,000		2,000		4,000					0	2,000		2,000	0	4,000
905.000 Advertising	12,000		4,000		16,000					0	12,000		4,000	0	16,000
915.000 Dues & Subscriptions	12,000				12,000					0	12,000		0	0	12,000
920.010 Utilities - Gas	8,000				8,000					0	8,000		0	0	8,000
920.020 Utilities - Electricity	76,000				76,000					0	76,000		0	0	76,000
920.030 Utilities - Water & Sewer	6,400		1,000		7,400					0	6,400		1,000	0	7,400
934.010 Repair & Maintenance	28,000		5,000		33,000					0	28,000		5,000	0	33,000
955.000 Miscellaneous Operating	20,000				20,000					0	20,000		0	0	20,000
958.010 Insurance Premium	60,000				60,000					0	60,000		0	0	60,000
Services and Other Charges Subtotal	1,470,013	0	20,000	0	1,490,013	37,000	0	0	0	37,000	1,507,013	0	20,000	0	1,527,013

	2911 - General Operations					2913 - Training					ALL BUSINESS UNITS				
	ORIGINAL Budget	TXFRS (net change)	REV. I (net change)	REV. II (net change)	REVISED BUDGET	ORIGINAL Budget	TXFRS (net change)	REV. I (net change)	REV. II (net change)	REVISED BUDGET	ORIGINAL Budget	TXFRS (net change)	REV. I (net change)	REV. II (net change)	REVISED BUDGET
970-989 Equipment & Capital Outlay															
976.000 Project Costs	20,000				20,000					0	20,000		0	0	20,000
980.010 Equip/Software - Small	40,000		10,000		50,000					0	40,000		10,000	0	50,000
Equipment & Capital Outlay Subtotal	60,000	0	10,000	0	70,000	0	0	0	0	0	60,000	0	10,000	0	70,000
990-994 Debt Service															
992.010 Lease - Facility	100				100					0	100		0	0	100
Debt Service Subtotal	100	0	0	0	100	0	0	0	0	0	100	0	0	0	100
TOTAL EXPENDITURES:	\$ 7,674,445	\$ -	\$ (132,949)	\$ -	\$ 7,541,496	\$ 52,000	\$ -	\$ -	\$ -	\$ 52,000	\$ 7,726,445	\$ -	\$ (132,949)	\$ -	\$ 7,593,496
TRANSFERS															
995 Transfers Out & Other Financing Uses															
995.010 Transfers Out - Capital Projects Fund	2,250,000				2,250,000					0	2,250,000		0	0	2,250,000
Equipment & Capital Outlay Subtotal	2,250,000	0	0	0	2,250,000	0	0	0	0	0	2,250,000	0	0	0	2,250,000
TOTAL TRANSFERS:	\$ 2,250,000	\$ -	\$ -	\$ -	\$ 2,250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,250,000	\$ -	\$ -	\$ -	\$ 2,250,000
NET:	\$ 321,206	\$ -	\$ (128,602)	\$ -	\$ 458,502	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 321,206	\$ -	\$ 137,296	\$ -	\$ 458,502

Ten Year General Operations (2011) Budgetary and Fund Balance Forecast

GENERAL FUND:	2025 Year-End Actuals	2026 REVISION I Budget	2027	2028	2029	2030 Millage Expires 12/31/30	2031	2032	2033	2034	2035
REVENUES											
Use of Fund Balance	\$0	\$0									
Property Taxes	\$6,937,071	\$7,651,262	\$7,727,775	\$7,805,052	\$7,883,103	\$7,961,934	\$8,041,553	\$8,121,969	\$8,203,188	\$8,285,220	\$8,368,073
Grants											
Local Community Stabilization Share	\$596,400	\$697,389	\$697,389	\$697,389	\$697,389	\$697,389	\$697,389	\$697,389	\$697,389	\$697,389	\$697,389
Surcharge Revenue - State	\$518,645	\$468,000	\$468,000	\$468,000	\$468,000	\$468,000	\$468,000	\$468,000	\$468,000	\$468,000	\$468,000
Surcharge Revenue - Local	\$1,192,811	\$1,150,000	\$1,150,000	\$1,150,000	\$1,150,000	\$1,150,000	\$1,150,000	\$1,150,000	\$1,150,000	\$1,150,000	\$1,150,000
Charges for Services - User Fees	\$30,195	\$18,750	\$18,750	\$18,750	\$18,750	\$18,750	\$18,750	\$18,750	\$18,750	\$18,750	\$18,750
Interest Earned	\$275,191	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Rent/Lease Revenue	\$8,700	\$10,200	\$10,200	\$10,200	\$10,200	\$10,200	\$10,200	\$10,200	\$10,200	\$10,200	\$10,200
Miscellaneous & Other Revenue	\$7,372	\$4,397	\$4,397	\$4,397	\$4,397	\$4,397	\$4,397	\$4,397	\$4,397	\$4,397	\$4,397
REVENUE TOTALS:	\$9,566,385	\$10,249,998	\$10,326,511	\$10,403,788	\$10,481,839	\$10,560,670	\$10,640,289	\$10,720,705	\$10,801,924	\$10,883,956	\$10,966,809
EXPENDITURES											
Personnel Services	\$3,673,581	\$4,409,202	\$4,541,478	\$4,677,722	\$4,818,054	\$4,962,596	\$5,111,474	\$5,264,818	\$5,422,762	\$5,585,445	\$5,753,009
Benefits & Taxes	\$1,201,742	\$1,539,681	\$1,585,871	\$1,633,448	\$1,682,451	\$1,732,925	\$1,784,912	\$1,838,460	\$1,893,613	\$1,950,422	\$2,008,934
Supplies	\$12,238	\$32,500	\$33,475	\$34,479	\$35,514	\$36,579	\$37,676	\$38,807	\$39,971	\$41,170	\$42,405
Services & Other Charges	\$1,117,654	\$1,490,013	\$1,534,713	\$1,580,755	\$1,628,177	\$1,677,023	\$1,727,333	\$1,779,153	\$1,832,528	\$1,887,504	\$1,944,129
Equipment & Capital Outlay	\$40,841	\$70,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Debt Service	\$1,333,546	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
EXPENDITURE TOTALS:	\$7,379,602	\$7,541,496	\$7,755,538	\$7,986,404	\$8,224,196	\$8,469,122	\$8,721,396	\$8,981,238	\$9,248,875	\$9,524,541	\$9,808,477
SUMMARY											
Transfers Out to Capital Project Fund:	\$1,325,000	\$2,250,000	\$2,250,000	\$2,000,000	\$2,000,000	\$1,750,000	\$1,750,000	\$1,750,000	\$1,750,000	\$1,750,000	\$1,750,000
NET:	\$861,783	\$458,502	\$320,973	\$417,384	\$257,643	\$341,548	\$168,894	-\$10,533	-\$196,950	-\$390,585	-\$591,669
TOTAL General Fund Balance 1/1/26 (audited): 2,994,143											
Non-Spendable Balance: \$416,506											
General Fund: Unassigned Balance:	\$2,577,637	\$3,036,139	\$3,357,112	\$3,774,496	\$4,032,139	\$4,373,687	\$4,542,580	\$4,532,048	\$4,335,097	\$3,944,513	\$3,352,844



KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY

Agenda Request Form

Please fill in the boxes below with the appropriate information.

Name: Agency:

Phone Number: Length of Time Needed: Agenda Item #:

Topic:

Brief Description:

Administration presented the attached memo and supporting documents reference the 2026 Capital Projects Fund Budget Amendment to the Finance Committee meeting on April 28th. The amendment results in revised total capital project fund expenditures equating to \$6,065,345. With these changes, KCCDA can expect a Capital Projects Fund Balance at year’s end equal to \$3,183,269.

The Committee unanimously approved the Capital Projects Fund Budget Amendment, REVISION I, and recommends the same to the Board of Directors for approval.

Proposed Motion:

*****ROLL CALL VOTE*****
Motion to approve the 2026 Capital Projects Fund Budget Amendment REVISION I resulting in expenditures equal to \$6,065,345.

Agenda Request Approved: Meeting Date: Time:

Persons or items will not be placed on a meeting agenda without an agenda request form first being completed. The agenda request form must be accompanied by information that substantiates and justifies your request. Lack of this information may cause a delay in your request being acted upon by the Board of Directors. Agenda requests must be received by 9:00 a.m. on Monday of the week preceding the monthly meeting date. Completed forms should be delivered to an Officer of the Board of Directors or sent electronically to admin@kccda911.org. If you have any questions regarding this form, please feel free to contact KCCDA’s administrative office at (269) 488-8911.




Kalamazoo County Consolidated Dispatch Authority



DATE: April 20, 2026

TO: Finance Committee Members and Board of Directors

FROM: Jeff Troyer 
KCCDA Executive Director

SUBJECT: Fiscal Year 2026 Capital Projects Fund Budget Amendment – REVISION I

I hereby present to the Finance Committee and Board of Directors for consideration this budget amendment, Revision I, for the 2026 Capital Projects Fund Budget. The proposed amendment includes the following revisions.

EXPENDITURES

- **2026 EXISTING Project #1 – Back-up Emergency Communications Center**

This existing project has a total allocation of \$690,000 which includes \$500,000 for equipment and \$190,000 for architectural and engineering costs and renovations. These numbers were based on an anticipated agreement at a facility where KCCDA would pay \$300,000 for a long-term lease up-front and pay for renovation costs. The \$300,000 was part of 2025's budget and the agreement never came to fruition. Therefore, KCCDA evaluated other opportunities and requests the project be modified to include the following:

- ✓ \$250,000 to 980.000 – Equipment/Software Capital

This includes necessary equipment and general furniture costs for prepping the new back-up emergency communications center for operations.

- ✓ \$650,000 to 980.020 – Facility Capital

This includes an estimated \$326,571 in base lower-level costs for the facility and \$250,000 for construction finishings (walls, doors, flooring, electrical, plumbing, etc.) and architectural and engineering costs. In addition, I am requesting a construction contingency of \$73,429 which equates to 13%.

The total revised cost for this project is \$800,000 and it is anticipated that this will be a multi-year project completing in late 2027.

- **2025 Project #6/2026 NEW Project #5 – VHF Radio Communications Monitoring System Upgrade**

This project was approved in 2025 for an amount not to exceed \$34,670 but the only costs incurred before the end of the year were server and licensing costs totaling \$5,445.

Therefore, this request is a carry-forward from last year's budget for the remaining project amount totaling \$29,225.



Kalamazoo County Consolidated Dispatch Authority



CAPITAL PROJECTS FUND SUMMARY

The proposed budget amendment, Revision I, increases overall expenditures by \$239,225 but this is primarily due to the back-up emergency communications center project not starting in 2025 and carrying forward to this fiscal year. The amendment results in revised total expenditures of \$6,065,345 and KCCDA can anticipate an end-of-year fund balance of \$3,183,269.

A revised project(s) listing is detailed on page three and this fund's budget amendment net changes – REVISION I – is presented on page four. The net changes document shows the two previous years' final budget, the original adopted budget for 2026, the proposed and/or approved net changes from this amendment(s), and the new revised budget.

I recommend adoption of the proposed fiscal year 2026 Capital Projects Fund Budget Amendment – REVISION I.

CAPITAL PROJECTS FUND REQUESTS

The following are the requested equipment, projects and/or capital requests for funding from the 2026 original budget and the revisions contained herein.

#	Project and/or Equipment Name:	Description	Line Item	Project Total
1	<u>REVISED</u> Back-Up Emergency Communications Center	Equipment/Software for new Back-up Emergency Communications Center. This is a general allocation request as specifics are still unknown.	980.000	\$250,000
		Architectural Design and Construction Costs for the Back-up Emergency Communications Center.	980.020	\$650,000
2	7040 Stadium Drive Facility Upgrades	This is a general allocation request to allow for facility upgrades as a result of Schley Nelson Architect's facility assessment (currently in process and will be completed by year-end). These monies are for Phase II work as defined in RFP #25-01 (Final Design, Detailed Drawings and Construction Services) as the actual renovation/construction upgrades.	980.020	\$1,100,000
3	MPSCS Kalamazoo Subsystem Tower Work	This project involves re-grouting and sealing foundations at several KCCDA tower sites that are intergrated with the MPSCS System: 5108 - Lamont, 5109 - Ravine, 5111 - Oshtemo, 5112 - WMU (Prime), 5113 - Portage, and 5114 - Augusta. Pages 48 - 49 detail the cost and work to be completed at each of the sites.	980.000	\$36,120
4	End-User Agency Radio Replacement and Retemplating Project	In accordance with KCCDA's Capital Improvement Plan, this is a two year project to expedite the transition of fire agency primary communications from VHF to the Kalamazoo MPSCS Simulcast Subsystem and to prepare/ready law enforcement agencies for the transition to AES encryption. It is anticipated program details will involve a tiered approach where KCCDA will provide assistance to end-user agencies looking to replace radios to meet the <i>Ready</i> status and/or providing credit for those who have already replaced radios and are in a <i>Ready</i> status. For Example: 75% of the cost of new devices, 55% cost reimbursement for devices that have been active on the MPSCS System 5 years or less, 35% cost reimbursement for devices that have been active longer but meet the <i>Ready</i> status.	980.000	\$4,000,000
5	<u>2025 CARRY FORWARD</u> VHF Radio Communications Monitoring System Upgrade	The existing VHF Radio Communications Monitoring System is outdated and cannot be accessed or monitored from any supported/updated browser application. This limits KCCDA's ability to efficiently monitor the VHF Radio Communications System's tower sites and main components. It is recommended that KCCDA upgrade the system to the newer Tait E-Monitor Software which will also require redesigning the network components and alarming at each tower site.	980.000	\$29,225

2026 Line Item Subtotals

Equipment/Software Capital:	980.000	\$4,315,345
Facility - Capital:	980.020	\$1,750,000

**Kalamazoo County Dispatch Authority
2026 Proposed Capital Project Fund Line-Item Budget**

Capital Projects Fund Balance (audited 1/1/26): **\$6,998,614**

	2024 Revision II	2025 Revision II	2026 ORIGINAL Budget	REV - I (Net Change)	REV - II (Net Change)	2026 REVISED Budget
REVENUE						
699.000 Transfers In	1,750,000	1,325,000	2,250,000	0		2,250,000
TOTAL REVENUE	1,750,000	1,325,000	2,250,000	0		2,250,000
EXPENSES						
970 thru 989 Equipment & Capital Outlay						
976.000 Project Costs	0	7,500	0	0		0
980.000 Equipment/Software - Capital	341,418	385,957	4,536,120	-220,775		4,315,345
980.020 Facility - Capital	266,500	332,600	1,290,000	460,000		1,750,000
980.030 Land - Capital	0	0	0	0		0
TOTAL EXPENDITURES	607,918	718,557	5,826,120	239,225		6,065,345

Capital Projects Fund - Ending Balance: **\$3,422,494** **-\$239,225** **\$3,183,269**



KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY

Agenda Request Form

Please fill in the boxes below with the appropriate information.

Name: Administration Agency: KCCDA

Phone Number: Length of Time Needed: 10 mins Agenda Item #: 5D-1

Topic: Stadium Drive Facility Renovation Project – GC Recommendation & AIA Contracts

Brief Description:

In conjunction with Schley Nelson Architects, KCCDA released a renovation/construction bid package for the Stadium Drive facility in March. The bid deadline was 2 p.m. April 7th and only one bid was received from Kalleward Group. The bid tabulation sheet and Kalleward Group’s bid are attached.

Schley Nelson Architects and administration conducted post bid analysis with Kalleward Group and Schley Nelson Architects’s recommendation (included) is included in the packet. Administration recommends the Board authorize all work included in the Base Proposal Sum, Alternate Bid No. 1 Sum, and Alternate Bid No. 2 Sum totaling \$548,544 and a contingency of 17% (or \$93,252), to be authorized by the Executive Director for renovation change orders. The total renovations will have a not to exceed amount of \$641,796 unless additional actions/authorizations are provided by the Board.

Furthermore, administration recommends the Board of Directors authorize the Executive Director to execute AIA contract forms A101 and A201 (attached), as well as contract change orders not to exceed \$93,252.

NOTE: The renovations are part of Capital Project #2 (2026 budget) which has a \$1,100,000 allocation which includes, Architectural and Engineering fees, the renovation, and FF&E (Furniture, fixtures, and equipment).

Proposed Motion:

Motion to approve Kalleward Group as the General Contractor for all work included in the Base Proposal, Alternate Bid #1, and Alternate Bid #2 totaling \$548,544. Furthermore, the Board authorizes the Executive Director to execute AIA Contract forms A101, A201, and project change orders not to exceed \$93,252.

Agenda Request Approved: 05/05/26 Meeting Date: 05/14/26 Time:

Persons or items will not be placed on a meeting agenda without an agenda request form first being completed. The agenda request form must be accompanied by information that substantiates and justifies your request. Lack of this information may cause a delay in your request being acted upon by the Board of Directors. Agenda requests must be received by 9:00 a.m. on Monday of the week preceding the monthly meeting date. Completed forms should be delivered to an Officer of the Board of Directors or sent electronically to admin@kccda911.org. If you have any questions regarding this form, please feel free to contact KCCDA’s administrative office at (269) 488-8911.



Kalamazoo County Consolidated Dispatch Authority



Renovation / Modification Bid Tabulation

OWNER:	KCCDA 7040 Stadium Drive Kalamazoo, MI 49009	PROJECT:	Kalamazoo County Dispatch Authority Building Renovation/Modification 7040 Stadium Drive Kalamazoo, MI 49009
ARCHITECT:	Schley Nelson Architects 4200 S. 9 th Street Kalamazoo, MI 49009	DATE:	Tuesday, April 7, 2026 2:00 p.m.

GENERAL CONTRACTOR	BASE BID	ALT #1 BID	ALT #2 BID	COMPLETE WORK	% ADD WORK	% DELETE WORK
Kalleward Group 3548 Gembrit Circle Kalamazoo, MI 49001	\$286,500	\$170,000	\$90,000	84 Days	8%	0%

PROPOSAL FORM

To: KCCDA
7040 Stadium Drive
Kalamazoo, MI 49009
Attn: Jeffery Troyer, Executive Director

The undersigned, having carefully examined the proposed Contract Documents titled

Renovations / Modifications for:
Kalamazoo County Consolidated Dispatch Authority
7040 Stadium Drive
Kalamazoo, Michigan 49009

and satisfying themselves as to the quantity and quality of materials and workmanship required, and having visited the site and examined and familiarizing himself with the conditions affecting the Work, hereby proposes to furnish all labor, materials, equipment and appliances to complete all Work required by said proposed Contract Documents for the Base Bid Stipulated sum of

Two hundred eighty-six thousand Five Hundred Dollars
(\$ 286,500.00)

hereby identified as the Base Bid.

Base Bid Work to include items 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 22 and 23.

By submitting a Proposal, the Contractor agrees that from his own investigation he has satisfied himself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work of its performance and that as a result of such examination and investigation he fully understands the intent and purpose of the documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the foregoing procedure and to familiarize himself with the Contract Documents and all conditions, which might affect the work, will not be allowed.

Alternate Bid No. 1 Work to include items 3, 14, 16, 17, 18, 19, 20 and 21

Alternate Bid No. 1 Add One hundred seventy thousand Dollars (\$ 170,000.00)

Alternate Bid No. 2 Work to include items 13 and 15

Alternate Bid No. 2 Add Ninety thousand Dollars (\$ 90,000.00)

The undersigned acknowledges receipt of the following addenda:

Addendum #1, 4/2/26

The undersigned agrees to complete the Work by 84 Days (Base Bid).

The undersigned percentage fee (complete with the profit and overhead) for Contract modifications shall be:

To add work 3 %

To delete work 0 %

The undersigned agrees not to withdraw this proposal for a minimum period of 60 days from the date of the bid opening.

The undersigned proposes to use the following Subcontractors and/or suppliers on the project. No substitutions will be permitted. Please fill in all blanks. Bids with open blanks will be considered unresponsive. If work is by General Contractor's own crews, please so note and indicate the cost of the work.

Base Bid Work	Subcontractor	Amount
1. General Conditions	KG	40,000
2. Misc. Steel	OIK	16,000
3. General Carpentry	KG	90,000
4. Doors/Frames/Hardware	Bosker	5,000
5. Misc. Metals	KG	1,500
6. Flooring	KG	1,000
7. Drywall	Bouma	22,000
8. Acoustic Ceilings	Bouma	
9. Wall Finishes/Painting	West M Ptn	4,830
10. Plumbing	LAPINE / KG	945
11. HVAC	LAPINE / KG	2,625
12. Electrical	ROC	41,300
13. Permits	KG	1,200
14. *Miscellaneous costs not listed in the above:		100,000
TOTAL BASE BID:		\$ 286,500.00

Schedule of Change Order Prices:

1. Item 23 Removal and Replacement of wet / damaged / rotted existing wood roof sheathing.

Base bid to include removal and replacement of (10) 4'x8'x+/-5/8" plywood or O.S.B. sheets. (Match existing adjacent).

Amount of Add or Deduct for removal and replacement of each 4'x8'x5/8" plywood or O.S.B. sheets. \$ 60/EA

2. Item 23 Removal and Replacement of wet / damaged existing blown in or batt insulation.

Base bid to include removal and replacement of 2,000 s.f. of existing 6" thick insulation.

Amount of Add or Deduct for removal and replacement of each 100 s.f. of 6" thick insulation. \$ 200/100 SF

*It is understood that the total of all subcontractor costs and allowances may not equal the bidders TOTAL Base Bid number, the items that do not fit in the categories listed should be totaled in the Miscellaneous line item to generate the TOTAL BASE BID. Describe any Miscellaneous costs below:

ROOFING
EXCAVATION
WINDOW
CONCRETE

It is understood and agreed that the Owner reserves the right to award the Contact to their best interests, to reject any or all bids, to waive any informalities in the bidding, and to hold all bids for the period above noted.

Bidder: Kalleward Group

(Seal) By: 

Address: 3548 Gembrit Circle

Kalamazoo, MI 49001

Telephone Number: 269-372-7300

Type of Business: Corporation
(Corporation, Partnership, Individual, etc.)

Members of Partnership (if any) _____

President of Corporation: James D. Kalleward

Secretary of Corporation: Jennifer Kalleward

State where Corp. Is licensed: Michigan

Date: 1963

END OF PROPOSAL FORM



April 23, 2026

Mr. Jeffery Troyer, Executive Director
Kalamazoo County Dispatch Authority
7040 Stadium Dr., Kalamazoo, MI 49009
Email: JTroyer@kccda911.org

Re: SNA File No. 25-156
Renovations / Modifications for:
Kalamazoo County Dispatch Authority
7040 Stadium Dr., Kalamazoo, MI 49009

Dear Mr. Troyer,

We have reviewed the bid received for the above referenced project. The project is for renovations and modifications to the existing KCCDA building located at 7040 Stadium Dr., Kalamazoo, MI in accordance with the specifications and drawings dated March 10, 2026.

The following company was the responding low bidder by 2:00 p.m. local time, April 7, 2026:

Kalleward Group
3548 Gembrit Circle
Kalamazoo, MI 49001

Provided a Base Proposal Sum in the amount of:
\$286,500.00 (*) plus \$6,544.00 = \$293,044.00

Base Bid Work includes items 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 22 and 23.

Provided an Alt. Bid No. 1 Proposal Sum in the amount of:
\$170,000.00 () minus (\$4,500.00) = \$165,500.00**

Alternate Bid No. 1 Work includes items 3, 14, 16, 17, 18, 19, 20 and 21.

Provided an Alt. Bid No. 2 Proposal Sum in the amount of: \$ 90,000.00

Alternate Bid No. 2 Work includes items 13 and 15.

Total Proposal if the alternate bid work is authorized: \$548,544.00

We believe it is in the best interest of the Kalamazoo County Dispatch Authority to award the contract to **Kalleward Group** as the vendor has submitted a proposal which appears to have met the proposal requirements.

A bid evaluation was performed for **Kalleward Group**.

(*) During the evaluation, it was noted that the cost of a performance and payment bond was inadvertently not included in the base proposal sum. If required, this will be an added cost of \$6,544.00.

(**) During the evaluation, it was noted that alternate bid no.1, mechanical work for item number 18, was not bid by mechanical contractors. As such, an allowance was used for that work item. Post bid, a mechanical contractor provided a bid for the work which resulted in a deduct of (\$4,500.00.)

The evaluation and updated Alternate Bid No. 1 proposal from **Kalleward Group** has been attached for your records.

Please call if there are any questions on this item.

Respectfully,
SCHLEY NELSON ARCHITECTS

Gregory J. Good

Gregory J. Good, Project Manager, Schley Nelson Architects

Cc: (all via email)

James D. Kalleward, Kalleward Group
jdkalleward@kalleward.com

Sam Kalleward, Kalleward Group
skalleward@kalleward.com

Victoria Rose, Deputy Director, KCCDA
VRose@kccda911.org

Attachments

KCCDA 7040 Stadium Drive, Kalamazoo, MI
Renovations / Modifications

Schley Nelson Architects Bid Evaluation – Page 1 of 2

Date: April 13, 2026

Project Name: Renovations / Modifications for: KCCDA

S.N.A. Project No.: 25-156

Questions to Bidder: (Kalleward Group)

1. Within the last five (5) years has your organization been issued a Notice Requiring Assurance of Due Performance, Notice of Intent to Default, or Default – Notice of Termination for Cause? (If yes, attach a detailed explanation.) **No**
2. Within the last five (5) years has any officer or partner of your organization been an officer or partner of another organization that has been issued a Notice Requiring Assurance of Due Performance, Notice of Intent to Default, or Default – Notice of Termination for Cause? (If yes, attach a detailed explanation.) **No**
3. Is your base bid proposal mathematically correct? **No**
4. Do you have any concerns with or need clarifications of the bid documents? (If yes – attach explanation).
Alternate #1 - Yes, relative to mechanical. The information regarding the mechanical scope was somewhat vague and as such caused the contractors not to bid the project. We used an allowance to complete our bid.
Item #2-We have budgeted to scope the existing DWV to find low spot and remove a 2’x6’ section of concrete. Then replace damaged piece of DWV due to settling. Per drawings and walkthrough. Any additional work done to correct the problem would be additional cost.
Patching VCT back, is there attic stock of this material? Any match will be off.
Item #9-Requires removal, rework flashing, and reinstall window unit. Concern is any existing water damage to the window unit and how tight it is in the existing opening could be a problem to remove without damaging the window unit. Solution- Remove old window, install new flashing and a new window unit.
Item #15-Patch cracked ceilings. We believe that some of the cracking is due to movement of the trusses. It can be patched and painted but will most likely reoccur.
5. Does the base bid contain deviations such as substitutions or voluntary alternates? If there are deviations, please list. (attach separate sheet). **At this time not aware of any?**
6. Have you included all components for a complete project? **Yes and no. We did not receive a complete mechanical quote. As such we are using an allowance.**

KCCDA 7040 Stadium Drive, Kalamazoo, MI
Renovations / Modifications

7. Are you comfortable with your base bid and your ability to complete the project within the duration specified? **Yes**
8. Concerns were raised during bidding regarding available power for the new heat tape indicated on sheet A901. Do you still have concerns? **No, not at this time.**
9. The Wall Finishes / Painting subcontractor is listed as West Michigan Painting. Do you have any concerns with their bid? An on-site field review by West Michigan Painting may not have occurred due to scheduling conflicts. **No**
10. Do you anticipate any difficulties obtaining your performance and payment bonds? **No, however, by error we inadvertently failed to include the cost of a performance and payment bond in our bid. If required, this would be a cost of \$6,544.00.**
11. Are you using the bonding capacity of any other entity (i.e. subcontractor)? **No**
12. Do you still wish your bid to remain in consideration? **Yes please.**
13. How do you plan to provide communications and information for this project? **Standard means of communication including telephone, email, and written correspondence.**
14. What is your management plan for this project? **Sequence work to minimize disruption to owner's operations.**
15. Have you worked successfully with Schley Nelson Architects? **Yes**
16. How many projects have you successfully completed with your principal subcontractors (if any)?

_____ not worked with before _____ 1-5 ___ **X** ___ 5-10+

Schley Nelson Architects Bid Evaluation – Page 2 of 2

17. What percentage of the project work will be self-performed?
___ 5% or less; ___ **X** _ 6 to 50%; ___ more than 50%
18. What other projects do you currently have under contract? (attach separate sheet)
Heritage SISD Phase 2, City Kalamazoo-City Hall, Boys & Girls Club, Hillsdale Airport Terminal, Old

National Bank GR, Med Repair, Welch Foods, Graphic Packaging, Paw Paw Library, City Kalamazoo Princeton Park, Dowagiac Union Schools, and MDOT Garage Kalamazoo.

19. Has any required specialized construction been adequately addressed? **Not aware of any.**
20. What are your primary concerns regarding the successful completion of this project? **Mechanical.**
21. How do you intend to record the project as-built documents? **Mark up plans as necessary.**
22. Is the project superintendent a permanent full-time employee of the contractor? **Yes.**
23. Proposed project superintendent? Attach brief resume. **Not certain, pending award.**
24. Please provide a list of at least three completed projects of similar size and complexity to the project being bid, with reference contact information; owner and phone number, project name, location of project, contract price and project schedule.
Branch County Courthouse – Frank Walsh (517) 279-4300
Kalamazoo County Courthouse Gull Road – Chris Baer (269) 343-6133
Kalamazoo County CDA – Jeff Troyer (269) 488-8911

Kalleward Group

April 22, 2026

Schley Nelson Architects
4200 South 9th Street
Kalamazoo, Michigan 49009

Attention: Mr. Greg Good

Regarding: Kalamazoo County Dispatch
Remodel
7040 Stadium Drive
Project #260407

Ladies/Gentlemen:

Thank you for the opportunity to be of service to you. For your consideration we are providing an update to our proposal. We are providing the following revised cost for your consideration.

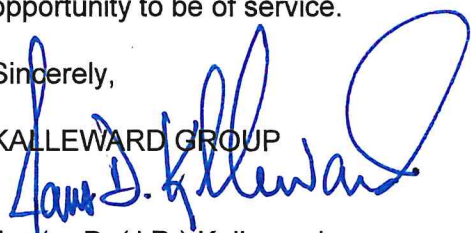
Alternate #1 – Cost to complete \$165,500.00 (deduct \$4,500.00). We have received a mechanical bid to complete the following scope.

- Rework existing HVAC ductwork in the new Gym for the new Layout.
- Provide and install Lennox S40 Zoning system on (4) HVAC Split Systems. (F-104D, F-104C, F-109, F-205)
- Provide and install new zoning dampers in existing ductwork to serve the new zoning layout.
- Provide and install all necessary low voltage control wiring/conduit necessary for each zoning system.
- Provide and install (2) Mars 4' Air curtains.

Please review this information at your earliest convenience. If you have any questions or comments, please do not hesitate to call. Thank you for the opportunity to be of service.

Sincerely,

KALLEWARD GROUP


James D. (J.D.) Kalleward
President

JDK/jw

260407-KCCDA Post Bid Alt#1 Adjust

3548 Gembrit Circle
Kalamazoo, Michigan 49001
phone: (269) 372-7300
fax: (269) 372-7393
web: www.kalleward.com



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 15th day of May in the year 2026
(In words, indicate day, month and year.)

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

Kalamazoo County Consolidated Dispatch Authority
7040 Stadium Drive
Kalamazoo, MI 49009

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

Kalleward Group
3548 Gembrit Circle
Kalamazoo, MI 49001

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

KCCDA Renovations/Modifications
7040 Stadium Drive
Kalamazoo, MI 49009

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

Schley Nelson Architects
4200 S. 9th St. PO Box 239
Oshtemo, MI 49077

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of 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. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 the date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
- Start Date 5/15/2026. Work to be completed by August 13, 2026..

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date: by August 13, 2026

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred Forty Eight Thousand Five Hundred Forty Four Dollars (\$548,544.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate Bid No. 1	\$165,500.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
Alternate Bid No. 2	\$90,000.00	

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
------	-------

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
4'x8'x5/8" sheet of plywood or O.S.B		\$60.00
100 s.f. of 6" thick insulation		\$200.00

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any that might result in a change to the Contract Sum.)

Init.

User Notes:

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Thirteenth day of the same month. If an Application for Payment is received by the Architect 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 Architect receives the Application for Payment.

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

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .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 advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then 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 Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 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.)

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

General conditions, insurance, fee and bond costs

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 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 Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

As agreed to by Owner

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 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.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

Init.
/

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, 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.)

§ 8.7 other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 Modified AIA Document A101™–2017, Standard Form of Agreement between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 Modified AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
14	Renovation / Modifications for KCCDA	3/10/2026

.6 Specifications

Section	Title	Date	Pages
1	Division 1	3/10/2026	67

.7 Addenda, if any:

Number	Date	Pages
1	4/2/2026	12

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

Init.

/

[] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

Init.

/

Additions and Deletions Report for AIA® Document A101® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 11:27:38 ET on 04/30/2026.

PAGE 1

AGREEMENT made as of the 15th day of May in the year 2026

...

Kalamazoo County Consolidated Dispatch Authority
7040 Stadium Drive
Kalamazoo, MI 49009

...

Kalleward Group
3548 Gembrit Circle
Kalamazoo, MI 49001

...

KCCDA Renovations/Modifications
7040 Stadium Drive
Kalamazoo, MI 49009

...

Schley Nelson Architects
4200 S. 9th St. PO Box 239
Oshtemo, MI 49077

PAGE 2

§ 3.1 ~~The~~ the date of commencement of the Work shall be:

...

Established as follows:

...

Start Date 5/15/2026. Work to be completed by August 13, 2026..

PAGE 3

By the following date: by August 13, 2026

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (~~\$—Five Hundred Forty Eight Thousand Five Hundred Forty Four Dollars~~ (\$548,544.00)), subject to additions and deductions as provided in the Contract Documents.

...

Alternate Bid No. 1 \$165,500.00

...

Alternate Bid No. 2 \$90,000.00

...

4'x8'x5/8" sheet of plywood or O.S.B \$60.00
100 s.f. of 6" thick insulation \$200.00

...

(Insert provisions for bonus or other incentives, if ~~any~~, any that might result in a change to the Contract Sum.)

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Thirteenth day of the same month. If an Application for Payment is received by the Architect 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 Architect receives the Application for Payment.

PAGE 5

General conditions, insurance, fee and bond costs

...

As agreed to by Owner

PAGE 6

~~[]~~ Litigation in a court of competent jurisdiction

...

§ 8.1 ~~Where~~ where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

PAGE 7

§ 8.7 ~~Other~~ other provisions:

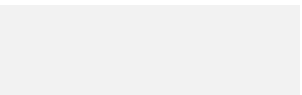
...

.1 Modified AIA Document A101™–2017, Standard Form of Agreement ~~Between~~ between Owner and Contractor

...

.3 Modified AIA Document A201™–2017, General Conditions of the Contract for Construction

...

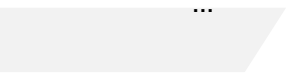


14

Renovation /
Modifications for
KCCDA

3/10/2026

...



1

Division 1

3/10/2026

67

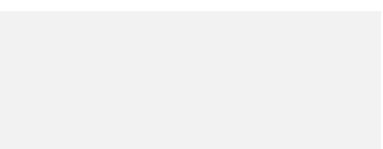
...



1

4/2/2026

12



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:27:38 ET on 04/30/2026 under Order No. 500040968_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

KCCDA Renovation/Modification
7040 Stadium Dr.
Kalamazoo, MI 49009

THE OWNER:

(Name, legal status and address)

Kalamazoo County Consolidated Dispatch Authority
7040 Stadium Dr.
Kalamazoo, MI 49009

THE ARCHITECT:

(Name, legal status and address)

Schley Nelson Architects
4200 S. 9th St. PO Box 239
Oshtemo, MI 49077

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

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User Notes:

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



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INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,
4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,
9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,
13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,
3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,
15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Init.

/

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4

Certificates of Insurance
9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

15.1.1

Claims, Notice of
1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

Concealed or Unknown Conditions, Claims for **3.7.4**

Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration
15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

Commencement of the Work, Definition of
8.1.2

Communications

3.9.1, **4.2.4**

Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND **9**

Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, **6**

Construction Change Directive, Definition of
7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, **6.1.2**

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Init.

/

Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance

11.1

Contractor's Relationship with Separate Contractors
and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7,
9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,
3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2,
7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3,
11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the
Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

2.2.2, 9.7

Contractor's Right to Terminate the Contract

14.1

Contractor's Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,
9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,
7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.3.6, 3.11

Copyrights

1.5, **3.17**

Correction of Work

2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3,
15.1.3.1, 15.1.3.2, 15.2.1

Correlation and Intent of the Contract Documents

1.2

Cost, Definition of

7.3.4

Costs

2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,
7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2,
12.1.2, 12.2.1, 12.2.4, 13.4, 14

Cutting and Patching

3.14, 6.2.5

Damage to Construction of Owner or Separate
Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2,
11.3, 14.2.4, 15.1.7

Damages for Delay

6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of

8.1.2

Date of Substantial Completion, Definition of

8.1.3

Day, Definition of

8.1.4

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4,
7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2,
14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification

9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance,
Rejection and Correction of

2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3,
9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1,
6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

Delays and Extensions of Time

3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**,
10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5

Digital Data Use and Transmission

1.7

Disputes

6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site

3.11

Drawings, Definition of

1.1.5

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2

Emergencies

10.4, 14.1.1.2, **15.1.5**

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,
10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3,
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work

1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1,
3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1,
9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Init.

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User Notes:

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,
10.4, 14.3, 15.1.6, **15.2.5**

Failure of Payment

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work

(See Defective or Nonconforming Work)

Final Completion and Final Payment

4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's

2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1

Guarantees (See Warranty)

Hazardous Materials and Substances

10.2.4, **10.3**

Identification of Subcontractors and Suppliers

5.2.1

Indemnification

3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,

9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,

14.1.1.4, 14.1.4, 15.1.4

Initial Decision

15.2

Initial Decision Maker, Definition of

1.1.8

Initial Decision Maker, Decisions

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property

10.2.8, 10.4

Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders

1.1.1

Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of

1.1.7

Insurance

6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**

Insurance, Notice of Cancellation or Expiration

11.1.4, 11.2.3

Insurance, Contractor's Liability

11.1

Insurance, Effective Date of

8.2.2, 14.4.2

Insurance, Owner's Liability

11.2

Insurance, Property

10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials

9.3.2

INSURANCE AND BONDS

11

Insurance Companies, Consent to Partial Occupancy

9.9.1

Insured loss, Adjustment and Settlement of

11.5

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest

13.5

Interpretation

1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written

4.2.11, 4.2.12

Judgment on Final Award

15.4.2

Labor and Materials, Equipment

1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,

10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes

8.3.1

Laws and Regulations

1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,

9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,

15.4

Liens

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of

12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability

3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,

4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,

11.3, 12.2.5, 13.3.1

Limitations of Time

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,

5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,

9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,

15.1.2, 15.1.3, 15.1.5

Materials, Hazardous

10.2.4, **10.3**

Materials, Labor, Equipment and

1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,

10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and

Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation

8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,

15.4.1.1

Minor Changes in the Work

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

Init.

/

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections

13.4.1, 13.4.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements

2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work

2.5, 14.2.2

Owner's Right to Clean Up

6.3

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

6.1

Owner's Right to Stop the Work

2.4

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

Partial Occupancy or Use

9.6.6, **9.9**

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

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User Notes:

Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field
Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and
Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples
by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,
9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3**
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2,
15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2

Init.

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User Notes:

Subsurface Conditions
3.7.4

Successors and Assigns
13.2

Superintendent
3.9, 10.2.6

Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,
7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,
9.10.5, 14.2.1

Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,
15.2.7

Surety, Consent of
9.8.5, 9.10.2, 9.10.3

Surveys
1.1.7, 2.3.4

Suspension by the Owner for Convenience
14.3

Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14

Taxes
3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor
14.1, 15.1.7

Termination by the Owner for Cause
5.4.1.1, **14.2**, 15.1.7

Termination by the Owner for Convenience
14.4

Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14
Tests and Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**

TIME
8

Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7,
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,
5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1,
9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2,
15.1.3, 15.4

Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work
9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK
12

Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3

Unit Prices
7.3.3.2, 9.1.2

Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site
3.13, 6.1.1, 6.2.1

Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2

Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7

Waiver of Liens
9.3, 9.10.2, 9.10.4

Waivers of Subrogation
6.1.1, **11.3**

Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,
15.1.2

Weather Delays
8.3, 15.1.6.2

Work, Definition of
1.1.3

Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,
13.2, 13.3.2, 15.4.4.2

Written Interpretations
4.2.11, 4.2.12

Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (AIA Document A101) between the parties.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 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 Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents 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 the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract 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.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract 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 if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 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.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

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 contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. 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. Except as

otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor 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.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor 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 Contractor as the Contract Documents require; (2) the Contractor 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 Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor 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 Contract Sum under (3) above, the Contractor 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 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract 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. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, 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, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's

review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor 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 Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects,

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except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor 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 Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract 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 Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor 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 Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

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- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum 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 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.9.4 **Superintendent.** The Contractor Superintendent or his/her designee, shall be present and witness all work performed by the Contractor or Subcontractor in the Dispatch Equipment/Server Room (#105). The Contractor Superintendent or his/her designee must undergo Criminal Justice Information System (CJIS) security awareness training prior to accessing this space. The Contractor, in coordination with the Owner, shall provide such training to applicable assigned employees employed by Contractor/subcontractors prior to commencing the project, and training must be repeated annually to meet CJIS compliance standards.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project and extended by Change Order when an adjustment in Contract Time is required.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

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delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor 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 Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor 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 Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor 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 Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect 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 Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by Laws and Regulations, the Contractor, at its sole cost and expense, shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and the Owner's officers, directors, employees, agents and consultants (hereinafter referred to as "Indemnified Parties") from and against all claims, costs, losses and damages (including, but not limited to all fees and charges of professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Services or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Contractor, its agents, officers, contractors, subcontractors, employees, invitees, suppliers or any other person or entity, directly or indirectly employed by any of them to perform or furnish any of the Services or anyone for whose acts any of them may be liable. Provided, however, that the Contractor shall not be required to indemnify the Indemnified Party for injury, death, loss or damage caused by the sole negligence of any Indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of the Indemnified Parties, then the indemnification obligation shall be reduced in proportion to the Indemnified Party's percentage of responsibility for such injury or damage.

In any and all claims against the Owner, Architect, Architect's consultants, and the Owner's officers, directors, employees, agents and consultants by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Services, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.19 Non-Discrimination

The Contractor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, national origin, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, age or political affiliation. The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following: (i) The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended; (ii) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended; (iii) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended, and regulations promulgated there under; and (iv) The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq), as amended, and regulations promulgated there under. Breach of this section shall be regarded as a material breach of the agreement.

§ 3.20 Compliance with Michigan Public Act 517 of 2012

The Contractor certifies that neither the Contractor nor any of its successors, parent companies, subsidiaries, or companies under common control, is an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event the Contractor is awarded a contract as a result of this solicitation, the Contractor shall not become an "Iran linked business" during the course of performing the work under this Contract.

If the Contractor falsely certifies that it is not an "Iran Linked Business" as defined by Public Act 517 of 2012, it will be responsible for civil penalties of not more than \$250,000.00 or two times the amount of the contract for which the false certification was made, whichever is greater, plus costs and reasonable attorney fees incurred, as more fully set forth in Section 5 of Public Act 517 of 2012.

§ 3.21 Independent Contractor.

It is expressly understood and agreed that the Contractor, its subcontractors and sub-subcontractors, are independent contractors. The employees, servants, agents and assigns of the Contractor, its subcontractors or sub-subcontractors shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the Owner

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and shall not be entitled to any fringe benefits of the Owner, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Contractor, its subcontractors and sub-subcontractors shall be responsible for paying all salaries, wages and other compensation which may be due their employees or agents for performing work under this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper Federal, State, and local governments.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will 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, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. 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 Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

(Paragraphs deleted)

§ 5.3 Sub contractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

- § 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; 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 a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the

Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 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 Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract 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 Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor 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 Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect 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 Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, 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 the Architect will allocate the cost among those responsible.

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, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction 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 Contract Sum and Contract Time being adjusted accordingly.

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

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, 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 Contract 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; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect 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 in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit 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 Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, may justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of 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 Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials

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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.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor 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 Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect 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 in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .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; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 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 Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor 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 Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor 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 Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

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§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect 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 Contractor to complete all Work in accordance with the Contract Documents.

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public 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 Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due

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and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the 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 Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) 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 a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

§ 9.10.4 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 Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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

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

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§ 10.2.3 The Contractor 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.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-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 Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, 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.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract 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 Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor'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 Contractor 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 Contract Documents, the Owner shall furnish in writing to the Contractor and Architect 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 Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims,

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damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 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 Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor 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 the Agreement or elsewhere in the Contract Documents. The Contractor 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, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor 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.

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

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, 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 Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 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 the Agreement or elsewhere in the Contract 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.

§ 11.2.2 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 the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, 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 Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 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 Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, 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 Contractor 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.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) 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 the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 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.

§ 11.3.2 If during the Project construction period 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 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 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 Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the 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 11.5.2. The Owner shall pay the Architect and

Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor 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 Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor 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 Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor 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 Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 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 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, 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.

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

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract 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.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor 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.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor 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 shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, 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 Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, 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 14.3, 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.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees 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 Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

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

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor 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 subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; or the termination fee, if any, set forth in the Agreement.

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ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 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 Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor 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 the Agreement and within the 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 Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated 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.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior written notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 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.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor 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

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- .2 damages incurred by the Contractor 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 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker 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, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a 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 on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, 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 Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 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.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 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 the 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 is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 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.

§ 15.3.4 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 thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, may upon mutual agreement of the parties be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the 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.

(Paragraph deleted)

§ 15.4.2 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 thereof.

(Paragraph deleted)

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, if arbitration is mutually agreed upon by the parties, 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).

§ 15.4.4.2 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.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



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PAGE 1

KCCDA Renovation/Modification
7040 Stadium Dr.
Kalamazoo, MI 49009

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Kalamazoo County Consolidated Dispatch Authority
7040 Stadium Dr.
Kalamazoo, MI 49009

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Schley Nelson Architects
4200 S. 9th St. PO Box 239
Oshtemo, MI 49077

PAGE 10

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (~~hereinafter the Agreement~~) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements. (AIA Document A101) between the parties.

PAGE 16

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. ~~The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.~~

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§ 3.9.4 **Superintendent.** The Contractor Superintendent or his/her designee, shall be present and witness all work performed by the Contractor or Subcontractor in the Dispatch Equipment/Server Room (#105). The Contractor Superintendent or his/her designee must undergo Criminal Justice Information System (CJIS) security awareness training prior to accessing this space. The Contractor, in coordination with the Owner, shall provide such training to

applicable assigned employees employed by Contractor/subcontractors prior to commencing the project, and training must be repeated annually to meet CJIS compliance standards.

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and ~~Project~~Project and extended by Change Order when an adjustment in Contract Time is required.

PAGE 19

§ 3.18.1 To the fullest extent permitted by law, ~~the Contractor shall~~Laws and Regulations, the Contractor, at its sole cost and expense, shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and ~~agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, the Owner's officers, directors,~~ employees, agents and consultants (hereinafter referred to as "Indemnified Parties") from and against all claims, costs, losses and damages (including, but not limited to all fees and charges of professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense the performance of the Services or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Contractor, its agents, officers, contractors, subcontractors, employees, invitees, suppliers or any other person or entity, directly or indirectly employed by any of them to perform or furnish any of the Services or anyone for whose acts any of them may be liable. Provided, however, that the Contractor shall not be required to indemnify the Indemnified Party for injury, death, loss or damage caused by the sole negligence of any Indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of the Indemnified Parties, then the indemnification obligation shall be reduced in proportion to the Indemnified Party's percentage of responsibility for such injury or damage. In any and all claims against the Owner, Architect, Architect's consultants, and the Owner's officers, directors, employees, agents and consultants by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Services, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

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§ 3.19 Non-Discrimination

The Contractor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, national origin, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, age or political affiliation. The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following: (i) The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended; (ii) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended; (iii) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended, and regulations promulgated there

under; and (iv) The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USC §12101 et seq), as amended, and regulations promulgated there under. Breach of this section shall be regarded as a material breach of the agreement.

§ 3.20 Compliance with Michigan Public Act 517 of 2012

The Contractor certifies that neither the Contractor nor any of its successors, parent companies, subsidiaries, or companies under common control, is an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event the Contractor is awarded a contract as a result of this solicitation, the Contractor shall not become an "Iran linked business" during the course of performing the work under this Contract.

If the Contractor falsely certifies that it is not an "Iran Linked Business" as defined by Public Act 517 of 2012, it will be responsible for civil penalties of not more than \$250,000.00 or two times the amount of the contract for which the false certification was made, whichever is greater, plus costs and reasonable attorney fees incurred, as more fully set forth in Section 5 of Public Act 517 of 2012.

§ 3.21 Independent Contractor.

It is expressly understood and agreed that the Contractor, its subcontractors and sub-subcontractors, are independent contractors. The employees, servants, agents and assigns of the Contractor, its subcontractors or sub-subcontractors shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the Owner and shall not be entitled to any fringe benefits of the Owner, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Contractor, its subcontractors and sub-subcontractors shall be responsible for paying all salaries, wages and other compensation which may be due their employees or agents for performing work under this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper Federal, State, and local governments.

PAGE 22

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3 Sub contractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the

proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

PAGE 23

~~§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.~~

PAGE 26

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, may justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

PAGE 37

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; ~~and or~~ the termination fee, if any, set forth in the Agreement.

PAGE 38

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated 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.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by written notice to the other party. In such event, no decision by the Initial Decision Maker is required.

...

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior written notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

PAGE 40

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, ~~shall~~ may upon mutual agreement of the parties be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the 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.

~~§ 15.4.1.1 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. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

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

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, if arbitration is mutually agreed upon by the parties, 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).

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:27:20 ET on 04/30/2026 under Order No. 500040968_2 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)