



TUSCOLA COUNTY

Committee of the Whole

MEETING AGENDA

Monday, February 23, 2026 - 8:00 AM

H. H. Purdy Building Board Room
125 W. Lincoln St., Caro, MI 48723

Public may participate in the meeting electronically:
Join by phone: (US) +1 929-276-1248 PIN:112 203 398#
Join by Hangouts Meeting ID: meet.google.com/mih-jntr-jya

8:00 AM Call to Order - Chairperson Vaughan
Roll Call - Clerk Fetting

Page

New Business

1. Request for the Use of the Courthouse Lawn for the 36th Annual Caro Chamber of Commerce Cars & Crafts - Erica Dibble, Controller/Administrator
2. Appointments to the Tuscola Behavioral Health Systems (TBHS) Board of Directors - Jodi Fetting, County Clerk
3. Region VII Advisory Council Appointment - Jodi Fetting, County CLerk
4. Tuscola County Advisory Council on Aging Request for Funds for a Senior Dinner Dance - Erica Dibble, Controller/Administrator
[Senior Dinner Dance Request](#) 3 - 4
5. Opening of Controller's Office Copier Bids - Mike Miller, Building/Grounds and Recycling Director
6. Review of Proposed Lease for the Michigan State Police (MSP) Building - Mike Miller, Buildings/Grounds and Recycling Director
[Nonbinding to Lessor w. Acknowledge \(14\) 10724-2024 Lease Draft](#) 5 - 79
7. 2025 Emergency Management Performance Grant (EMPG) - Steve Anderson, Emergency Services Director/Interim Dispatch Co-Director
[2025 Emergency Manangement Performance Grant \(EMPG\) Agreement](#) 80 - 115
8. Justice AV Solutions (JAVS) Quote for Circuit Court - Eean Lee, Chief 116 - 119

Old Business

1. Amendment to Motion 2026-M-041 Regarding the Promotion of Vicki Crumby to a Full-Time Vacant Position in Register of Deeds Office - Erica Dibble, Controller/Administrator

Finance/Technology

Committee Leader **Commissioner Bardwell** and Commissioner Koch

Primary Finance/Technology

On-Going and Other Finance

On-Going and Other Technology

Building and Grounds

Committee Leader **Commissioner Lutz** and Commissioner Koch

Primary Building and Grounds

On-Going and Other Building and Grounds

Personnel

Committee Leader **Commissioner Barrios** and Commissioner Vaughan

Primary Personnel

On-Going and Other Personnel

Other Business as Necessary

Public Comment Period

Adjournment

February 12, 2026

Good Day:

The Tuscola County Advisory Council on Aging is formally requesting \$2,500.00 to support the Annual Dinner Dance which is scheduled for September 17, 2026.

Respectfully,

The Tuscola County Advisor Council on Aging

2025-M-050

Motion by Matt Koch, seconded by Bill Lutz Move to adopt the meeting minutes from the February 13, 2025 Regular meeting. Motion Carried.

Brief Public Comment Period for Agenda Items Only

None

Consent Agenda

2025-M-051

Motion by Bill Lutz, seconded by Matt Koch that the Consent Agenda Minutes and Consent Agenda Items from the February 24, 2025 Committee of the Whole meeting be adopted. Motion Carried.

CONSENT AGENDA

1. Request to Hire Seasonal Mosquito Abatement Employees for the 2025 Season -
Move to approve the hiring of the seasonal employees at Mosquito Abatement for the 2025 season contingent on satisfactory background checks, drug tests and physical screens.
2. Request to Purchase Five (5) Electric Backpack Sprayers and Batteries -
Move to approve the purchase of 5 Pioneer electric backpack sprayers at a cost of \$2,340.00 each for a total cost of \$11,700.00 and to purchase 5 Pioneer electric backpack batteries at a cost of \$799.00 each for a total cost of \$3,995.00 for which funds were allocated in the 2025 Mosquito Abatement budget.
3. Susan Holder from the Caro Chamber of Commerce Request to Use Courthouse Lawn for Cars and Crafts on June 6 - 7, 2025 -
Move to approve the use of the Courthouse Lawn on June 6 and June 7, 2025 for the Cars and Crafts event as requested by the Caro Chamber of Commerce.
4. Request from Jerald Gamm at the Tuscola County Council on Aging for \$2,500.00 to Help Fund the Annual Senior Dinner Dance in September 2025 -
Move to approve the request from the Tuscola County Council on Aging for \$2,500.00 towards the Annual Senior Dinner Dance in September of 2025.

New Business

1. Lapeer School Bus Routing Software -
Cody Horton, GIS Director, explained the request received.



STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
LANSING

GRETCHEN WHITMER
GOVERNOR

MICHELLE LANGE
DIRECTOR

Dear Lessor:

The purpose of this letter is to advise you of the laws and procedures related to real estate leasing for the Executive Branch, State of Michigan.

No employee of the State of Michigan has authority to make oral or written promises regarding a lease agreement or changes to an existing lease agreement without the approval of the State Administrative Board. Oral discussions or representations made by an employee of the State cannot be construed as a promise or as a verbal contract of any type.

The Management and Budget Act (Public Act 431 of 1984) and Executive Order 2002-20 specifies that the Department of Technology, Management & Budget (DTMB) is the only department authorized to enter into lease agreements, only after obtaining all necessary approvals. Conversations and discussions with representatives from a department or agency other than the DTMB are prohibited. Department or agency personnel may only engage in conversations with the lessor to report maintenance problems within a leased facility. Lessors who are contacted for non-maintenance issues should direct the department or agency personnel to contact the DTMB Real Estate Division.

Discussion on lease matters should only be conducted with the DTMB. Discussions directly with personnel from other departments or agencies should not occur.

In dealing with the DTMB on real estate matters, verbal discussions or negotiations, or transmittal of draft documents, should not be construed as promises or contracts of any type due to the requirement for approvals to complete the transaction. You must receive a fully executed document, signed by an authorized representative of the DTMB for an agreement to be valid.

Thank you for your cooperation. Feel free to contact me at (517) 284-7924 if you have any questions.

Sincerely,

Thomas J. Fehrenbach
Director
Real Estate Division, DTMB

ACKNOWLEDGEMENT:

Lessor:

_____ Date _____
Print Name:
Title:

C: Contact Department
File



LEASE

State Lease #10724-2024

between

TUSCOLA COUNTY, as Lessor

and

THE STATE OF MICHIGAN, as Lessee

ARTICLE I - DEFINITIONS

- 1.1 A.N.S.I.
- 1.2 Cancellation
- 1.3 Construction
- 1.4 Executive
- 1.5 Maintenance
- 1.6 Occupancy
- 1.7 Reserved
- 1.8 Possession
- 1.9 Potable Water
- 1.10 Purpose
- 1.11 Remodel
- 1.12 State Government Managed
- 1.13 State Government Owned
- 1.14 Substantial Completion
- 1.15 Tenantable
- 1.16 Tenant Improvements

ARTICLE II - POSSESSION

- 2.1 Square footage Leased
- 2.2 Location of Leased premises
- 2.3 Early possession
- 2.4 Initial term of possession
- 2.5 First renewal option
- 2.6 Second renewal option
- 2.7 Third renewal option
- 2.8 Fourth renewal option
- 2.9 Ninety-day holdover
- 2.10 Assignment/sublet
- 2.11 Quiet enjoyment
- 2.12 Lessor access to Leased premises
- 2.13 Lessor provides equivalent premises

ARTICLE III - LESSOR OBLIGATIONS

- 3.1 Lessor obligations
- 3.2 Asbestos
- 3.3 Toxic, hazardous, injurious substances
- 3.4 Defense against claims
- 3.5 Commence remodeling or construction
- 3.6 Complete remodeling or construction
- 3.7 Standards and specifications
- 3.8 Contract change orders
- 3.9 Remodeling required by future law
- 3.10 Damage to Leased premises
- 3.11 First right of refusal for adjacent
- 3.12 Discrimination prohibited
- 3.13 Structural loading
- 3.14 Notice of Ownership Transfer
- 3.15 Year 2000
- 3.16 Time Extension
- 3.17 Public Notifications
- 3.18 Energy Efficiency
- 3.19 Prevailing Wage

**ARTICLE IV
LESSEE OBLIGATIONS, DUTIES, AND
OPTIONS**

- 4.1 Lessee obligations
- 4.2 Notification to maintain and repair
- 4.3 Lessee option to add/remove improvements
- 4.4 Quality of improvements by Lessee
- 4.5 Move-out condition
- 4.6 Payment for sign ordinance variances
- 4.7 Lessee repairs for damage
- 4.8 Recording of lease
- 4.9 Protection of Leased premises by Lessee
- 4.10 Lessee prohibited conduct

ARTICLE V - RENT CONSIDERATION

- 5.1 Frequency of rent payment
- 5.2 Late possession - no rent
- 5.3 Rent during initial term
- 5.4 Mid Term Rent Increase
- 5.5 Rent during 1st renewal option
- 5.6 Consumer Price Index increases
- 5.7 Rent adjustment for operating expenses
- 5.8 Rent adjustment for real property taxes
- 5.9 Real property tax exemptions
- 5.10 Real property tax assessment appeals
- 5.11 Waiver of rent adjustments
- 5.12 Remodeling/get-ready costs
- 5.13 Reserved
- 5.14 Reserved
- 5.15 Remodeling/maintenance costs deduct
- 5.16 Rent reduced for documentation
- 5.17 Rent abated for untenable premises
- 5.18 Prepaid rent refunded upon damage

ARTICLE VI - STATE OPTION TO PURCHASE

- 6.1 Definition of seller
- 6.2 Exclusive right to purchase
- 6.3 Duration of option
- 6.4 Written notice
- 6.5 Purchase price
- 6.6 Appraiser qualifications
- 6.7 Payment of appraisals
- 6.8 Encumbrances considered
- 6.9 Delivery of title insurance
- 6.10 Objection to title and cure
- 6.11 Restrictions, termination of option
- 6.12 Removal of title defects
- 6.13 Transfer of title free and clear
- 6.14 Lessee delivery of purchase price payment
- 6.15 Title free of other possessory interest
- 6.16 Seller payment for transfer tax
- 6.17 Payment for recording documents
- 6.18 Real Property Tax Adjustment
- 6.19 Waste to Leased premises
- 6.20 Reserved
- 6.21 Toxic, hazardous, or injurious substances

ARTICLE VII EMINENT DOMAIN/CONDEMNATION

- 7.1 Lessor to notify Lessee
- 7.2 Whole taking, rents prorated
- 7.3 Taking
- 7.4 Lessor option to terminate
- 7.5 Award of damages

ARTICLE VIII - ESTOPPEL

- 8.1 Timeliness, Lessee obligations

ARTICLE IX MANAGEMENT AGREEMENT

Reserved

ARTICLE X - LESSOR'S MORTGAGEE

- 10.1 Identification of Lessor's mortgagee
- 10.2 Disclosure of mortgagees, nondisturbance
- 10.3 Mortgagee right to cure defaults
- 10.4 Attornment

ARTICLE XI - CANCELLATION

- 11.1 Cancellation by Lessee
- 11.2 Cancellation by Lessee
- 11.3 Cancellation by Lessee
- 11.4 Cancellation by Lessor

ARTICLE XII NOTICE, APPLICATION, AND APPROVALS

- 12.1 Notice mailing addresses and delivery
- 12.2 Application of laws
- 12.3 Binding application
- 12.4 State government approvals required
- 12.5 Supercede and cancel
- 12.6 Severability
- 12.7 Entire agreement and enclosures
- 12.8 Electronic Funds Transfer



LEASE

State Lease #10724-2024

between

**TUSCOLA COUNTY, as Lessor
A Governmental Unit**

and

THE STATE OF MICHIGAN, as Lessee

THIS LEASE is entered into by **Tuscola County**, as Lessor, whose address is **125 Lincoln Street, Suite, 500, Caro, Michigan 48723**, and the State of Michigan by the Department of Technology, Management & Budget for the **Michigan State Police**, as Lessee.

The parties, for the considerations specified in this Lease, agree to the following terms, conditions, and covenants:

ARTICLE I - DEFINITIONS

1.1 - A.N.S.I.: American National Standards Institute, Inc., a New York corporation that identifies public requirements for national standards and coordinates voluntary standardization activities. A.N.S.I. standards are used in calculating square footage used in this Lease.

1.2 - Cancellation: Ending all rights and obligations of the Lessor and Lessee, except for any rights and obligations that are due and owing.

1.3 - Construction: Assembling of foundation, structural, architectural, electrical, and mechanical systems, on the Leased premises, where none existed prior.

1.4 - Executive: An Executive Order of the Governor pursuant to the Constitution 1963, Article 5, § 2 and 20, or a decision by the Director of the Department of Technology, Management & Budget in conjunction with the head of the principal State department or agency for whose use the Lease was entered.

1.5 - Maintenance: That effort, including repair, replacement, or removal, required to keep the Leased premises and the appearance of said Leased premises functioning or operating as originally designed, constructed, or installed, including but not limited to mechanical, electrical, architectural, or civil systems within the Leased premises, outside the Leased premises, or those systems otherwise attached thereto.

1.6 - Occupancy: Actual physical presence by the Lessee in the Leased premises.

1.7 - Reserved

1.8 - Possession: Lawful availability and physical access to install the Lessee's furnishings and compliance with paragraphs 3.1(z) and 3.7.

1.9 - Potable water: Water free from impurities present in amounts sufficient to cause disease or harmful physiological effects and conforming in its bacteriological and chemical quality to the requirements of the Public Health Service Drinking Water Standards or the regulations of the public health authority having jurisdiction.

1.10 - Purpose: The purpose for this Lease is **office** space use for the department or agency mentioned in the Lease in the specific geographic location described in paragraph 2.2 of the Lease.

1.11 - Remodel: Includes alterations, renovations, and any related demolition, and is the rearranging of existing architectural, civil, electrical, and/or mechanical systems within the Leased premises. Remodeling does not include enlarging or decreasing of structural or foundation systems, or new construction.

1.12 - State Government Managed: Property management tasks and responsibilities provided or contracted for and managed by a) the State of Michigan; b) any of the several departments, boards, commissions, offices, or agencies of the executive, legislative or judicial branches of state government; c) any institution of higher learning funded in whole or in part by the State of Michigan; or d) any entity created by act of the Legislature as an instrumentality of Michigan State government.

1.13 - State Government Owned: Real property fee title to which is held by a) the State of Michigan; b) any of the several departments, boards, commissions, offices, or agencies of the executive, legislative or judicial branches of state government; c) the State Building Authority; d) any institution of higher learning funded in whole or in part by the State of Michigan; or e) any entity created by act of the Legislature as an instrumentality of Michigan State government.

1.14 - Substantial Completion: The construction work has been completed in accordance with Enclosure C and C-1, to the extent that the Lessee can use or occupy the Leased premises for the use intended, without any outstanding or concurrent work remaining, except as required to complete minor punch list items. The Lessee has the sole discretion to determine whether punch list items are "minor". Prerequisites for substantial completion include (a) receipt by the Lessee of all required operating and maintenance documentation, (b) all systems have been successfully tested and demonstrated by the Lessor for their intended use, and (c) the Lessee has received all required certifications and/or occupancy approvals from the State and any other political subdivisions having jurisdiction over the work. Receipt of all certificates and/or occupancy approvals in and of itself does not necessarily connote substantial completion.

1.15 - Tenantable: Habitable for the effective conduct of the Lessee's intended business.

1.16 - Tenant Improvements: Remodeling, attachment of fixtures, erection of additions, partitions, structures or signs by the Lessee in and upon the Leased premises after the Lessee has acquired possession.

ARTICLE II - POSSESSION

2.1 - The Lessor leases to the Lessee **7,546 usable** square feet of space, referred to as the "Leased premises", which is outlined on a plan attached as Enclosure "A". This square footage is based upon the A.N.S.I. Z65.1 - 1996 method for calculating space.

2.2 - The Leased premises, located on the property described in Enclosure "B" also known as **1485 Cleaver Road**, in the **City of Caro, County of Tuscola**, State of Michigan.

2.3 - If the Leased premises are available for possession by the Lessee prior to the commencement of the term defined in paragraph 2.4, the Lessee, at its sole option, may possess the Leased premises when the same are available. The Lessor shall provide written notice to the Lessee of such availability. For each day of possession prior to commencement of such term, the Lessee shall pay to the Lessor, at the same time that rent consideration for the first month of the regular term of the Lease is due, 1/365 of the initial annual rent consideration set forth in Article V.

2.4 - The Lessor shall furnish the Leased premises with their appurtenances to the Lessee for a **ten-year (10)** initial term of possession beginning upon actual possession or at 12:01 a.m. on **November 1, 2025**, and ending at 11:59 p.m. on **October 31, 2035**, or such later date as provided in paragraph 3.6. If the Leased premises are not ready by the possession date, the beginning and ending dates may be altered by mutual written consent to reflect the correct possession date. If the initial possession date is changed, paragraphs 2.5, 2.6, and Article V shall also be changed accordingly.

2.5 - This Lease may, at the option of the Lessee, be extended for a **five-year (5)** term beginning at 12:01 a.m. on **November 1, 2035**, and ending at 11:59 p.m. on **October 31, 2040**, provided notice be given in writing to the Lessor **thirty (30)** days before this Lease or extension expires.

2.6 - This Lease may, at the option of the Lessee, be extended for a **five-year (5)** term beginning at 12:01 a.m. on **November 1, 2040**, and ending at 11:59 p.m. on **October 31, 2045**, provided notice be given in writing to the Lessor **thirty (30)** days before this Lease or extension expires.

2.7 – **Deleted, Not Applicable**

2.8 - **Deleted, Not Applicable**

2.9 - The Lessee may, upon written notice to the Lessor, at least thirty (30) days prior to termination of this Lease or any extension, remain in possession of the Leased premises for the period specified in the notice, not to exceed six (6) months. The Lessee shall pay the Lessor for each month or part of a month a sum equal to 1/12 of the annual rent consideration set forth in Article V.

2.10 - The Lessee may assign this Lease or may sublet the Leased premises in whole or in part, with prior written consent of the Lessor, which shall not be unreasonably withheld. The Lessee, through its Department of Technology, Management & Budget, may assign or reassign any or all of the Leased premises to any branch, department, board, agency, commission or other instrumentality of State government without the necessity of obtaining consent of the Lessor.

2.11 - The Lessee, upon payment of the rental consideration specified in Article V and upon performing all covenants, shall and may peacefully and quietly have, hold, and enjoy the Leased premises for the term of this Lease or any extension. The Lessor shall provide written notice to the Lessee and the DTMB-Real Estate Division, per the notification instructions in paragraph 12.1, at least fourteen (14) calendar days prior to the start of any significant construction work/maintenance task to be completed by the Lessor or a third party on behalf of the Lessor in or at the Leased premises.

2.12 - The Lessor or Lessor's agent may enter the Leased premises with reasonable advance notice for the purpose of conducting repairs, preventive maintenance, or providing replacements, as required under Article III.

2.13 - If for any reason relating to ownership of the Leased premises the Lessor is unable to lawfully put and maintain the Lessee in possession of the Leased premises as of the commencement of the term of this Lease or any proper extension thereof, the Lessor shall immediately secure other premises which in the Lessee's sole judgment is substantially equivalent to the Leased premises described herein, at a rental rate to the Lessee which shall not exceed the rental consideration in this Lease.

ARTICLE III - LESSOR OBLIGATIONS

3.1 - The Lessor shall furnish to the Lessee and pay the cost of the following:

a) Heating, mechanical ventilating, cooling, and humidification system capable of providing a temperature range of 68°F to 78°F, measured at 30" above the finished floor, and 12" inside any exterior wall, and a humidification range of 30% to 50%, at all times occupied. Ventilation in restrooms shall be a minimum of 100 cfm, exhausted to the outdoors.

b) Electrical power distribution system throughout the Leased premises, for the operation of all business machinery and equipment.

c) Natural and/or artificial interior illumination that provides a minimum **35** foot-candles (fc) (excluding task lighting), measured at desk level, at all times, throughout the Leased premises. While artificial illumination by Light-emitting Diodes (LED) is preferred, artificial illumination by incandescent or fluorescent lamps is acceptable. Artificial illumination shall include tubes, bulbs, starters, ballasts, fuses, drivers and all other components used inside the illumination fixture, and the replacement thereof for the Leased premises and common areas. The State encourages light harvesting for energy efficiency whenever natural light can be utilized within the space.

d) Domestic plumbing system to restrooms and break rooms capable of supplying hot and cold water, and removing sanitary wastewater. Hot water delivery shall be not more than 120°F and not less than 110°F, measured at the tap.

e) Potable water shall meet the requirement of the Safe Drinking Water Act, 1976 PA 399, as amended, MCL 325.1001 et.seq.

f) **Deleted, Not Applicable**

g) Adequate roof, vertical, and foundation thermal insulation in accordance with applicable codes.

h) Complete moisture protection from all exterior weather sources, on all sides, floors, and roof of the Leased premises.

i) Sound attenuation between any mechanical system or other tenant in the premises and the Leased premises, which provides not greater than 45dbA sound level readings, under conditions with all Lessee business equipment shut down.

j) Vibration isolation between any mechanical, plumbing, electrical, or other building system attached to and a part of the Leased premises.

k) Any equipment, portable or fixed, including alarm notification systems and monitoring, required by the local public fire marshal authority.

l) **Deleted, Not Applicable**

m) Pest control, including but not limited to: insects, rodents, flying animals, etc. Spraying must be performed after business hours or on weekends.

n) **Deleted, Not Applicable**

o) **Deleted, Not Applicable**

p) **Deleted, Not Applicable**

q) Paved, striped, illuminated, and motor vehicle parking on the Leased premises for a total of **50 common** motor vehicles, including overnight parking for state-owned motor vehicles. The striping on the parking lot shall be repainted **every three (3) years** by the Lessor. Illumination shall be not less than 2 foot-candles, with a uniformity not greater than 4 to 1, measured on the parking surface. The Lessor shall provide replacement tubes, bulbs, starters, and fuses, i.e., all parts and equipment necessary to provide and maintain this exterior illumination.

r) Leased premises shall comply with the barrier free design requirements of 1966 PA 1, as amended, MCL 125.1351 *et seq.* (Utilization of Public Facilities by Physically Limited).

s) Complete maintenance of the Leased premises, except for any obligations expressly undertaken by the Lessee set forth in Article IV. The Lessor shall keep the Leased premises in good repair, and able to perform and operate as designed, free from dangerous or defective conditions, and in tenantable condition, and at the Lessor's sole expense, properly and in a manner customarily accepted by the skilled trades, make all repairs and/or replacements, structural or nonstructural, of whatever nature. This does not include the foreseeable replacement of the carpet throughout the Leased premises. The Lessor and Lessee mutually agree, as stated in paragraph 3.1 (cc), with regards to future flooring installation. The Lessor shall provide inspections and preventive maintenance for heating and cooling systems in accordance with manufacturers' standards and any local codes or ordinances. The Lessor shall have a reasonable period of time, not to exceed thirty (30) days after receipt of a detailed written notice from the Lessee, to cure any maintenance defect. Additional time to cure any such maintenance defects may be allowed provided, in the Lessee's discretion, the Lessor proceeds with due diligence both during and after such thirty (30) day period, and the total time period to cure does not exceed ninety (90) days. This provision is cross referenced in paragraphs 4.2, 5.15, 5.17, and 11.3.

t) A listing of all important service or repair contractors to be contacted by telephone by the Lessee for emergency service or maintenance. These emergency telephone numbers shall be used by the Lessee only after attempting contact with the Lessor, given the scope and nature of the emergency. The Lessor shall maintain an updated or otherwise current listing. Lessor's failure to provide the emergency telephone numbers or to notify the Lessee of changes to the current listing shall be considered as authorization for the Lessee to contact an emergency service or maintenance contractor of choice.

u) Full replacement value insurance, for the Leased premises identified in paragraphs 2.1 and 2.2, having only standard exclusions, i.e. for acts of war, nuclear disaster, or civil riots.

v) General premises liability insurance for the Leased premises identified in paragraphs 2.1 and 2.2, which provides full coverage for the Lessor, the Lessee, and their respective agents and employees and which protects against all claims, demands, actions, suits, or causes of action, and judgments, settlements or recoveries, for bodily injury or property damage arising out of a condition of the Leased premises. The Lessor agrees to maintain minimum policy limits in the amount of \$500,000.00 per occurrence for property damage, and \$1,000,000.00 per occurrence for bodily injury, with a \$2,000,000.00 aggregate. The Lessor shall provide to the Lessee a certificate of insurance listing the Lessee, its several departments, boards, agencies, commissions, officers, and employees as additional insureds, within thirty (30) calendar days following execution and delivery of this Lease to the Lessor, and every year thereafter. The insurance policy shall provide that it may not be modified, cancelled, or allowed to expire without thirty (30) days prior written notice given to the Lessee.

w) A legible photocopy of all annual written inspections, submitted within thirty (30) days of completion, certifying the fire alarm, fire extinguishers, emergency exit lighting, and fire sprinkler system (as applicable) are in proper working condition.

The Lessor shall provide and install, laminated evacuation signage, which shall be a minimum size of 8.5 inches by 11 inches, printed with a white background. Signage shall be placed a minimum of 48 inches from the floor surface to a maximum of 60 inches above the floor surface with a minimum clear floor space of 18 inches by 18 inches. Signage shall be in common areas, to include elevator lobbies, conference rooms, restrooms, breakrooms, and cafeterias. The Lessor shall update evacuation maps at minimum, every 3 years, and within 30 days of building changes that impact egress travel paths.

x) A legible photocopy of the recorded warranty deed, or other instrument conveying current legal possession or title, with right to lease or sublease the Leased premises, as found in paragraphs 2.1 and 2.2, to the Lessor; and copies of all other documents limiting or restricting the use of the Leased premises or affecting title to the lands and Leased premises.

y) A legible photocopy of the current legal entity documents (corporation, partnership, trust, D.B.A., etc.) of the Lessor. This shall include signature authorizations indicating the signatory of this Lease is authorized to act on behalf of the legal entity, in this real estate transaction.

z) A legible photocopy of any certificates of occupancy, as approved by the local public building department or authority, if remodeling or construction is performed in paragraph 3.7.

aa) **Deleted, Not Applicable**

bb) Adequate and easily accessible indoor space in the vicinity of any shipping and receiving docks, areas, or platforms, for the purpose of the placement of holding containers for state-government recyclable materials and supplies, in accordance with 1994 PA 451, as amended, MCL 324.16501 *et seq.*

cc) New flooring and paint throughout. Replacement of ceiling grid pads as needed. Improvements to the premises are to be completed during the one hundred twenty (120) days immediately following the start of the eleventh (11th) year of occupancy, and every ten (10) years thereafter. The 120-day period is intended as a "window period" only, not as permission to take 120 days to complete the replacement. The flooring, paint, and ceiling grid pads shall be of equal or better construction, materials, or grade, as compared to the flooring, paint, and ceiling grid pads used upon initial possession. The Lessor will provide, at Lessor's sole cost, in addition to the flooring, moving or "lifting" of the existing furniture, if necessary; the adhesive for the new flooring, and the replacement of any cove base if damaged.

The Lessor will provide a work schedule and obtain approval from the Lessee prior to beginning any of the work described in this paragraph.

dd) Signage located at all areas of ingress, egress and other conspicuous areas clearly designating "No Smoking" and/or the international "no smoking" symbol in sufficient number to communicate that smoking within the Leased premises is prohibited. If the Leased premises includes both enclosed and unenclosed space, this signage must be located at comparable areas of any enclosed space.

ee) A designated smoking area located outside of the Leased premises at a sufficient distance from windows and ventilation systems to ensure that smoke does not enter the Leased premises; a sufficient number of receptacles specifically designed for smoking related trash to accommodate all smokers who work and conduct business in the Leased premises; and disposal of smoking related trash. If the Leased premises includes both enclosed and unenclosed space, the smoking area must be located outside any enclosed space at a sufficient distance from windows and ventilation systems to ensure that smoke does not enter the enclosed space.

3.2 - The Lessor warrants that any asbestos contained within the Leased premises has been removed prior to the Lessee taking possession; or if not removed, is present or installed in a manner that will not harm or injure human occupants. The parties agree that the Lessee assumes no liability or responsibility for the presence of asbestos in or on the Leased premises.

3.3 - a) The Lessor covenants that he/she has undertaken an environmental assessment of the Leased premises, satisfactory to and for the benefit of the Lessee, that is adequate to establish the liability exemptions and defenses available in Sections 20126(1)(c) and 20126(3)(h) of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.20126(1)(c) and 324.20126(3)(h) and Section 107(b)(3) of the Comprehensive Environmental Response Compensation Liability Act, 42 USC 9607(b)(3), and that the Leased premises, and property on which the Leased premises is located, do not contain a concentration of any hazardous substance above applicable criteria.

b) The Lessor covenants that in the event a release or the threat of a release of a hazardous substance is discovered after execution of the Lease, to exist on, in or below the Leased premises, the Lessor shall:

1) Promptly notify both the State, as the Lessee, and the Michigan Department of Environment, Great Lakes, and Energy (EGLE) of the release or threatened release.

2) Report, investigate, remediate, and take all other actions consistent with Federal, State and local laws and regulations including, without limitation, Part 201 of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.20101, *et seq.*

3) Inform the Lessee, EGLE, and all other parties required to be notified under Federal, State or local law, of all actions taken under (2) above.

4) Provide the Lessee, EGLE, and all other parties required to be notified under Federal, State or local law, with all reports, data, analyses and other documents and information related in any way to the investigation, remediation or other steps taken under (2) above.

c) The Lessor, except as otherwise provided herein, agrees to hold the Lessee harmless and to indemnify the Lessee for any claims brought against the Lessee related to asbestos or the release or threatened release of any hazardous substance on, in or below the Leased premises that may have occurred prior to or after the Lessee's occupancy of the Leased premises. This indemnification and hold harmless provision shall survive the termination of the leasehold interest and the sale of the Leased premises by the Lessor.

d) The Lessor agrees to take no administrative or judicial action against the Lessee including, without limitation, any action for damages, contribution, cost recovery, or injunctive relief to compel the Lessee to investigate or take remedial action, declaratory relief, or any action associated with the Lessor's obligations to comply with Federal, State or local law as a result of asbestos or the release or threat of release of any hazardous substance on, in or below the Leased premises, except if the release or threatened release is caused solely by the Lessee.

e) The Lessor and Lessee mutually agree that they shall not release on, in, or below the Leased premises any hazardous substance. The Lessee assumes responsibility, to the extent provided by law, for a release or threatened release of a hazardous substance caused by the Lessee. The Lessor need not indemnify or defend the Lessee if the release or threatened release is caused solely by the Lessee.

3.4 - The Lessor is responsible for defending the Lessee against any claim whether meritorious or frivolous, by any person challenging the Lessor's right to Lease the Leased premises, and shall at its sole expense satisfy any judgment against the Lessee.

3.5 - The Lessor shall begin the remodeling or construction indicated in paragraph 3.7 within **ninety (90)** days from the date this Lease is fully executed. All work required under paragraph 3.7 shall meet the latest local and state building codes, fire codes, and barrier free regulations. The Lessor shall be responsible for acquisition of and payment for all necessary permits.

3.6 - The Lessor shall complete the remodeling or construction in accordance with the standards and specifications listed in paragraph 3.7 by **April 30, 2026**, or **one hundred eighty (180)** days from the date this Lease is fully executed, whichever is later.

3.7 - See attached Enclosure "C", for remodeling or construction standards and specifications. See Enclosure "C-1" for final detailed construction plans and specifications.

3.8 – Initial or future remodeling and/or construction of the Leased premises, requested by either party for the purpose of economizing or Lessee program changes, are subject to the execution of a contract change order (CCO). The Lessor and Lessee acknowledge and agree that all contractors and service providers listed therein will be hired by and working for the Lessor, not by or for the State of Michigan and that the State of Michigan shall not indemnify any party in connection with any liability arising from said CCO. The Lessor shall submit a complete description and itemized cost estimate for prior written approval to the Real Estate Division of the Department of Technology, Management & Budget, prior to performing the work required by the requested change. If the changes, and any resulting cost differences, are mutually agreed upon in writing by the Lessor, Lessee, and Real Estate Division, the Lessee shall make a lump-sum payment with, or lump-sum deduction from, the first month's rental consideration due the Lessor. Failure to include in the complete itemized cost estimate any cost directly or indirectly incurred as a result of the change constitutes Lessor's waiver of entitlement to such costs, except in the event that the Lessor or Lessor's contractor provides a detailed reservation of its right to additional costs which cannot be reasonably calculated as of the date the cost estimate is submitted.

3.9 - Remodeling of the Leased premises required by any existing or future laws, ordinances, or regulations of the city, village, township, county, state, or federal government, or other public building authority, shall be made by the Lessor, at no expense to the Lessee.

3.10 - In the event that less than ten percent (10%) of the replacement value of the Leased premises are damaged or destroyed by any casualty insured under the Lessor's insurance policy, the Lessor shall at its own expense, as speedily as circumstances permit, repair said damage and restore the Leased premises to its prior condition, within thirty (30) days' notice after the damage or destruction. In the event that between ten percent (10%) and fifty percent (50%) of the replacement value of the Leased premises are damaged or destroyed by any casualty insured under the Lessor's insurance policy, the Lessor shall at its own expense, as speedily as circumstances permit, repair said damage and restore the Leased premises to its prior condition, within ninety (90) days' notice after the damage or destruction. In the event that more than fifty percent (50%) of the replacement value of the Leased premises are damaged or destroyed by any casualty insured under the Lessor's insurance policy, the Lessor shall have the option of repairing or reconstructing, or canceling this Lease, which option shall be exercised within ninety (90) days after the damage or destruction. This covenant is cross referenced in Articles IV, V and XI.

3.11 - Deleted, Not Applicable

3.12 - The Lessor shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this real estate contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Lessor agrees to include in every subcontract entered into for the performance of this real estate contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this real estate contract. This covenant is cross referenced in Article XI.

3.13 - The Lessor shall have the right to specify positioning of safes or other concentrated loads, that do not exceed the structural loading capacities, in the floor design layout.

3.14 - The Lessor shall, within forty-five (45) days after transfer of its ownership interest in the Leased premises, provide notice to the Lessee of said transfer and identify the new owner.

3.15 – Reserved

3.16 – Time extension requests must be submitted in writing to Lessee each month in which the Lessor believes he/she is entitled to more time. Such requests shall detail the length of time extension requested and indicate why the Lessor believes more time is warranted. Lessee will respond to such requests and may extend the timeframe allowed for substantial completion. If no time extension is requested in writing, it will be assumed that no additional time is needed and no timeframe extension will be allowed for that month.

3.17 – The Lessor shall permit the Lessee to display public notifications of applicable public meetings as required by 1976 PA 267, as amended, MCL 15.261 *et seq*, in public lobby areas of the building wherein the Leased premises are located, in a manner consistent with the decor of the public lobby areas. Any display cases or other means used to display such public notifications shall be at the Lessee's expense.

3.18 – Lessee requires that all newly constructed buildings leased by the State of Michigan shall be designed and constructed in accordance with the Leadership in Energy and Environmental Design (LEED) Green Building Rating System developed by the United States Green Building Council and complies with Energy Star® designation.

3.19 - As required by MCL 408.1112, if the Michigan Prevailing Wage Act, MCL 408.1101 *et seq.* applies to this Contract, construction mechanics (as defined in MCL 408.1101 (b)) are intended beneficiaries of the contractual prevailing wage, fringe benefit, and nondiscrimination nonretaliation requirements of the Contract. Any construction mechanic aggrieved by the failure of a Contractor or subcontractor to pay prevailing wages or benefits as specified in this Contract, or by a violation of MCL 408.1107, in addition to any other remedies provided in Public Act 10 of 2023 or by law, may bring an action in a court of competent jurisdiction against the Contractor or subcontractor for damages or injunctive relief and may be awarded reinstatement or other appropriate relief, and all damages sustained, together with actual costs and attorney fees at trial and on appeal. If the Michigan Prevailing Wage Act, MCL 408.1101 *et seq.* applies to this Contract, the rates of wages and fringe benefits to be paid to each class of construction mechanic (as defined in MCL 408.1101 (b)) by Contractor and subcontractors must not be less than the wage and fringe benefit rates prevailing in the locality in which the work is performed.

ARTICLE IV - LESSEE OBLIGATIONS, DUTIES, and OPTIONS

4.1 - The Lessee shall furnish:

- a) **Metered** payment for electrical utilities used in the Leased premises
- Metered** payment for natural gas utilities used in the Leased premises
- Metered** payment for water and sewerage utilities used in the Leased premises.

b) Exterior grounds maintenance, including grass and weed cutting, clippings removal, leaf raking, litter removal, sidewalk surface and parking lot surface maintenance.

c) Janitorial supplies, equipment, personnel, and supervision for complete janitorial service.

d) Replacement of fluorescent tubes and bulbs used within interior artificial illumination fixtures, in the Leased premises.

e) Snow and/or ice removal from sidewalks and parking lot.

f) Trash removal from office wastebaskets, dumpsters, or equivalent containers used by the Lessee.

g) Telecommunications system and equipment.

h) Intrusion alarm system monitoring.

i) Reimbursement to the Lessor, for any repairs to the Leased premises, from damage that exceeds the normal wear and tear expected from the lawful and proper use of the Leased premises, and the sole cause of which was the negligent acts or omissions of the Lessee's employees, agents, wards, clients, or customers.

j) **Deleted, Not Applicable**

k) **Deleted, Not Applicable**

4.2 - The Lessee shall give detailed written notice to the Lessor, and if applicable, to the Lessor's mortgagee, of the need for any maintenance which is the obligation of the Lessor pursuant to Article III. This provision is cross referenced in paragraphs 3.1(s), 5.15, and 5.17.

4.3 - a) The Lessee shall have the option to add tenant improvements to the Leased premises during this Lease or any extension at the Lessee's expense. The tenant improvements to the Leased premises shall be and remain the property of the Lessee, and may be removed by the Lessee prior to cancellation or termination of this Lease. In the event the Lessee exercises its option to remove any tenant improvements to the Leased premises under this paragraph upon cancellation or termination of this Lease, the Lessee shall restore or otherwise return the Leased premises to the Lessor in an "as found" condition, except for normal wear and tear, unless otherwise agreed upon in writing.

b) In the event the Lessee removes any fixtures, finishes, additions, or structures owned by the Lessor, placed in or attached to the Leased premises, upon termination or cancellation of this Lease, the Lessee shall restore or otherwise return the Leased premises to the Lessor in an "as found" condition, except for normal wear and tear, unless otherwise agreed upon in writing.

4.4 - All tenant improvements by the Lessee, made pursuant to paragraph 4.3, shall be performed in a manner customarily accepted by the skilled trades, and in accordance with all federal, state, and local rules, ordinances, laws, codes, or nationally recognized standards of good construction practice.

4.5 - Upon cancellation or termination of this Lease, the Lessee shall clean the Leased premises to "broom-clean condition", and shall remove all furnishings from the Leased

premises. Furnishings remaining in or on the Leased premises after the cancellation or termination effective date shall be considered abandoned property, and the Lessee shall be obligated to pay the Lessor for all reasonable removal costs.

4.6 - The Lessee shall be responsible to request and obtain any local government sign ordinance variances and the payment of any related fees.

4.7 - In the event the Lessor fails to proceed with repairs necessitated by damage or destruction that is fifty percent (50%) or less, as referenced in paragraph 3.10, the Lessee may proceed, after affording insurance surveyors or adjusters opportunity to inspect the damages, with repairs for the account of and at the expense of the Lessor.

4.8 - If the Lessee records this Lease with the county register of deeds, the Lessee shall record a discharge or notice of cancellation or termination of Lease within thirty (30) days after the cancellation or termination of this Lease is effective. The discharge from the public record shall include any recorded amendments to this Lease.

4.9 - The Lessee shall close all open windows, skylights, doors, or other exterior openings to the Leased premises, within the control of the Lessee, to avoid possible damage from fire, storms, rain, or freezing, when leaving the Leased premises at the close of the business day, or prior to any times when the Leased premises shall be unoccupied.

4.10 - The Lessee shall not permit:

a) Bicycles, mopeds, or other vehicles used for personal transportation, to be stored within the Leased premises or other common areas, unless otherwise specifically authorized elsewhere in this Lease, or agreed upon in writing with the Lessor.

b) Any items to be attached to suspended acoustical ceiling grids.

c) Access to any roof or overhang structure, except as under emergencies to maintain the roof moisture barrier or any rooftop mechanical system affecting the Leased premises.

ARTICLE V - RENT CONSIDERATION

5.1 - Rent consideration installment payments shall be made during the month for which the installment applies.

5.2 - If the Leased premises are not ready for possession by the date established in paragraphs 2.4 and 3.6, the Lessee shall not be responsible for rent until taking possession, nor shall the Lessee waive any claims to damages which the Lessee may have suffered.

5.3 - The Lessee shall pay to the Lessor as annual rent consideration for the Leased premises from 12:01 a.m. **November 1, 2025**, through 11:59 p.m. **October 31, 2035**, at the rate of **Seventy-Eight Thousand Seven Hundred Eighty and 24/100 dollars (\$78,780.24)** per year, payable in installments of **Six Thousand Five Hundred Sixty-Five and 02/100 dollars (\$6,565.02)** per month.

5.4 - **Deleted, Not Applicable**

5.5 - In the event the Lessee exercises the renewal option pursuant to Article II, paragraph 2.5, the Lessee shall pay to the Lessor as rent consideration for the Leased premises

from 12:01 a.m. **November 1, 2035**, through 11:59 p.m. **October 31, 2040**, at the rate of **Eighty-Six Thousand Ninety-Nine and 88/100 dollars (\$86,099.88)** per year, payable in installments of **Seven Thousand One Hundred Seventy-Four and 99/100 dollars (\$7,174.99)** per month.

a) In the event the Lessee exercises the renewal option pursuant to Article II, paragraph 2.5, the Lessee shall pay to the Lessor as rent consideration for the Leased premises from 12:01 a.m. **November 1, 2040**, through 11:59 p.m. **October 31, 2045**, at the rate of **Ninety-Three Thousand Three Hundred Forty-Four and 04/100 dollars (\$93,344.04)** per year, payable in installments of **Seven Thousand Seven Hundred Seventy-Eight and 67/100 dollars (\$7,778.67)** per month.

5.6 - Deleted, Not Applicable

5.7 - Deleted, Not Applicable

5.8 - Deleted, Not Applicable

5.9 - Deleted, Not Applicable

5.10 - Deleted, Not Applicable

5.11 - Deleted, Not Applicable

5.12 - Upon Substantial Completion of the remodeling or construction work found in paragraph 3.7, the Lessee shall make full or partial payment to the Lessor for said remodeling or construction in an amount not to exceed \$. The Lessor shall submit to the Real Estate Division of the Department of Technology, Management & Budget, invoices from all contractors, subcontractors, or skilled trades, to substantiate costs. Full or partial payment shall be made concurrently with the first month's rent consideration payment, or the rent consideration payment due the Lessor thirty (30) days after the remodeling or construction is completed, and proper invoices submitted, whichever is later. The amount of partial payment withheld from the total amount due will be proportional to the amount of work substantially completed.

5.13 - Reserved

5.14 - Reserved

5.15 - If the Lessor fails to provide maintenance or complete the remodeling or construction, as referenced in Article III, the Lessee may provide the required maintenance, or complete the required remodeling or construction, and deduct the costs from future rent consideration payments due the Lessor.

5.16 - If the Lessor fails to provide supporting documentation or warranties, as required by Article III, fifteen percent (15%) of the monthly rent consideration shall be held by the Lessee, until the required documentation is provided to the Lessee.

5.17 - The Lessee shall be entitled to an abatement of rent consideration for the period during which the Leased premises are rendered untenable or incapable of the use for which the premises were leased as described in paragraph 1.10. In the event that only a part of the Leased premises are untenable or incapable of such use, the rent shall be reduced in

proportion to the entire area rented by the Lessee. This covenant is cross referenced in Articles III, IV and XI.

5.18 - Any rent consideration prepaid in advance to the Lessor, shall, upon damage or destruction as identified in paragraph 3.10, be repaid by the Lessor to the Lessee, within thirty (30) days of cancellation.

ARTICLE VI - LESSEE OPTION TO PURCHASE

6.1 - For purposes of this Article VI only, the Lessor shall be defined as the "Seller" and the Lessee shall be defined as the "State".

6.2 - The Seller hereby grants to the State the exclusive right and option to purchase the Leased premises described in paragraphs 2.1 and 2.2 (for purposes of Article VI, referred to as the "Premises"), and all rights, title, and interest presently held and subsequently acquired therein.

(See Enclosure "B" for Legal Description)

6.3 - This option to purchase may be exercised by the State only:

Any time after the first full year of possession.

6.4 - Written notice of the exercise of this option to purchase shall be made by the State, as found in paragraph 12.1.

6.5 - The total purchase price shall be the fair market value of the land, structures and improvements thereto, as described in paragraphs 2.1 and 2.2.

6.6 - Fair market value shall be determined by an independent fee appraiser who is licensed by the State of Michigan as a State Certified Real Estate Appraiser, under the authority of 1980 PA 299, as amended, MCL 339.101 *et seq.* (Occupational Code).

6.7 - The State shall contract and pay for an independent fee appraisal to determine fair market value. However, if the Seller does not agree with the fair market value established by the State's appraisal, the Seller shall, at the Seller's expense, contract for a second fair market value appraisal by an independent fee appraiser who is licensed by the State of Michigan as a State Certified Real Estate Appraiser, under the authority of 1980 PA 299, as amended, MCL 339.101 *et seq.* (Occupational Code). The State and the Seller shall promptly notify each other of the estimated time to obtain an appraisal. The State and the Seller shall promptly submit their respective appraisals to each other, but in no event later than thirty (30) days after receipt of the appraisal. If there is a difference between the first and second appraisal of ten percent (10%) or less, the State and the Seller shall split the difference in value. If there is a difference between the first and second appraisals of more than ten percent (10%), the State shall contract for a review appraisal, of the first and second appraisals. The review appraisal determination shall be binding upon the State and the Seller. The cost of the review appraisal shall be split equally by the State and the Seller.

6.8 – Deleted, Not Applicable

6.9 - If the State exercises its option to purchase the Premises, the Seller shall, within ten (10) days thereafter, furnish and deliver to the State's attorney a commitment for title

insurance with coverage in an amount at least equal to the amount of the taxable value. The commitment for title insurance shall evidence good and marketable title in fee simple absolute to the Premises to be vested in the State and shall be conditioned only upon delivery of a sufficient warranty deed from the Seller to the State. The Seller shall take all actions required by such commitment for title insurance to remove exceptions to coverage for liens, mortgages, and all other similar encumbrances prior to closing. The Seller shall update the amount of coverage to the fair market value as determined in paragraph 6.7 prior to closing.

6.10 - If objection to the title is made, based upon a written opinion of the State's attorney that the title is not in the condition as required for performance hereunder, the Seller shall have thirty (30) days from the date they are notified in writing of the particular defects claimed to remedy the title to the satisfaction of the State's attorney. If the Seller fails to remedy the defect within said thirty (30) days, this option, in the discretion of the State, may be considered null and void and the parties relieved from any and all liability thereunder or the State may proceed to have such defect remedied or removed. The Seller shall use its best efforts and shall cooperate with the State to remove any and all title defects so identified.

6.11 - In the event that examination of the title by the State's attorney discloses any easements or restrictions on use of the Premises which would prevent the State from using the Premises for the purposes for which they were to be acquired, the State may at its sole discretion terminate this option and the parties will be thereupon relieved from any and all liability hereunder or the State may proceed to have any easements or restrictions on the use of the Premises removed. If the State is unsuccessful in removing such easements or restrictions, the State may, at its option, terminate this option and the parties will be thereupon relieved from any and all liability hereunder. The Seller shall use its best efforts and shall cooperate with the State to remove any and all restrictions on the use of the Premises.

6.12 - If the Premises are not free and clear of and from all defects, liens and encumbrances, the Seller shall remove all defects, liens and encumbrances on or before the date that the warranty deed is to be delivered. The documents referred to above shall collectively demonstrate no unpaid delinquent taxes assessed against the Premises in question or against the Seller. The Seller shall also furnish to the State's attorney, if the Premises are being sold on a land contract, a copy of the land contract, or assignment of land contract, with payment record showing all interest and principal paid to date with a clearly stated outstanding principal balance thereon.

6.13 - Transfer of title to the Premises described in paragraphs 2.1 and 2.2 shall be effected by warranty deed conveying a good and marketable title in fee simple absolute to the Premises, including title to all fluid, mineral and gas rights, buildings, structures, trees and other improvements thereon. The title is to be free and clear from all liens and encumbrances. The warranty deed shall be delivered to the State upon payment of the full purchase price.

6.14 - Unless instructed to do otherwise by the Seller, the State shall deliver to the Seller, at the time set for delivery of the warranty deed, a State warrant payable to the Seller.

6.15 - If this option is exercised, the Seller shall deliver possession of the Premises in vacant condition and free of all possessory interests (except this Lease), including tenancies, licenses, and others lawfully or unlawfully upon the Premises, in as good condition as it now is, reasonable wear and tear excepted, upon execution and delivery of the warranty deed. Warranties for structural systems, materials, and equipment received by the Seller, whether expressed or implied, including but not limited to warranties of merchantability and fitness for a

particular purpose, shall be assigned to the State by the Seller upon delivery of possession to the State.

6.16 -The Seller acknowledges responsibility for payment of any state or local real estate transfer taxes. Such obligation shall be discharged no later than the time of delivery of the warranty deed to the State. The warranty deed shall be delivered to the State of Michigan either with stamps affixed or accompanied by a check(s) payable to the County Register of Deeds in the amount of such taxes.

6.17 - The Seller shall be responsible for paying the cost of recording discharges of mortgages, documents terminating liens, quit-claim deeds, or other documents required by law or requested by the State's attorney to clear defects in the title. The State shall be responsible for paying the cost of recording the warranty deed delivered by the Seller.

6.18 - Deleted, Not Applicable

6.19 - The Seller agrees not to do, or suffer others to do, any act by which the value or title to the Premises may be diminished or encumbered. The Seller further covenants and binds itself, its successors, and assigns to carry out the terms of this option.

6.20 - Reserved

6.21 - If this option is exercised, the State may, at its sole discretion, require the Seller to undertake an environmental assessment of the Leased premises, satisfactory to and for the benefit of the State, that is adequate to establish the liability exemption and defenses available in Sections 20126 (1)(c) and 20126 (3)(h) of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.20126(1)(c) and 324.20126(3)(h) and Section 107(b)(3) of the Comprehensive Environmental Response Compensation Liability Act, 42 USC 9607(b)(3), that the Leased premises, and the property on which the Leased premises is located, do not contain a concentration of any hazardous substance above applicable criteria. The environmental assessment shall be in addition to the environmental assessment referenced in paragraph 3.3(a) of this Lease. If, based upon the environmental assessment undertaken as a part of this option, a release or threat of a release is discovered, the State may, at its sole discretion, terminate this option and be relieved of any liability under Article VI. Nothing in this paragraph shall relieve the Lessor/Seller of its obligations under paragraph 3.3 of this Lease.

ARTICLE VII - EMINENT DOMAIN/CONDEMNATION

7.1 - The Lessor shall notify the Lessee within ten (10) days of the commencement of eminent domain/condemnation proceedings against the Leased premises described in paragraphs 2.1 and 2.2 by a public agency authorized by law to condemn property. The Lessor shall timely notify the Lessee of the Lessor's intent to contest eminent domain/condemnation proceedings. The Lessor shall notify the Lessee within ten (10) days of acquisition by eminent domain/condemnation of the Leased premises described in paragraphs 2.1 and 2.2 by a public agency.

7.2 - If a total taking of the Leased premises by any public authority under the power of eminent domain/condemnation occurs, then the term of this Lease shall cease as of the day of possession and the rent shall be paid up to that day with a proportionate refund by the Lessor of such rent as may have been paid in advance for a period subsequent to the date of the taking. This covenant is cross referenced in Article XI.

7.3 - If a partial taking of the Leased premises by any public authority under eminent domain/condemnation occurs, the Lessee shall have the right either to terminate this Lease and declare same null and void, or, subject to the Lessor's right of termination as set forth below, to continue in possession of the remainder of the Leased premises, and shall notify the Lessor in writing within ten (10) days after such taking of the Lessee's intention. In the event the Lessee elects to remain in possession, all of the terms herein provided shall continue in effect, except that the fixed annual rental shall be reduced in proportion to the amount of the Leased premises taken and the Lessor shall, at its own cost and expense, make all the necessary repairs or alterations to the building, as originally installed by the Lessor, so as to constitute the remaining Leased premises a complete architectural unit.

7.4 - If more than fifty (50%) percent of the Leased premises are taken under the power of eminent domain/condemnation, the Lessor may, by written notice to the Lessee delivered on or before the date of surrendering possession to the public authority, terminate this Lease.

7.5 - All damages awarded for either a total or partial taking under the power of eminent domain/condemnation, of the Leased premises, including fee title, described in paragraphs 2.1 and 2.2 shall belong to and be the property of the Lessor, except damages awarded as compensation for diminution in value to the leasehold interest which shall belong to and be the property of the Lessee. The Lessee shall be entitled to all damages and costs flowing from its loss of the leasehold interest including, but not limited to, loss of the value of the remaining terms of the Lease, the economic value of the Lease, depreciation and cost of removal of the Lessee's supplies and fixtures, and relocation cost.

ARTICLE VIII - ESTOPPEL

8.1 - The Lessee shall, within fourteen (14) days of receipt of a request by the Lessor, pursuant to paragraph 12.1, certify, to the extent the Lessee believes the information to be true and deliver to the Lessor an executed estoppel certificate (Enclosure "D"). The Lessee's failure to deliver such statement shall be conclusive upon the Lessee that:

- a) This Lease is in full force and effect without modification except as may be represented by the Lessor,
- b) There are no uncured defaults in the Lessor's performance,
- c) Not more than one (1) month's rent has been paid in advance.

ARTICLE IX - Reserved

ARTICLE X - LESSOR'S MORTGAGEE

10.1 - For purposes of this Article, the term "Lessor's mortgagee" means any party of record holding a mortgage or deed of trust on the Leased premises described in paragraphs 2.1 and 2.2, or any part thereof. The Lessor shall give the Lessee written notice that such party holds such lien or deed of trust, and written evidence of the date the mortgage or deed of trust was executed, together with notice of the address of Lessor's mortgagee. A lien held by a Lessor's mortgagee on the Leased premises, or any portion thereof, is herein referred to as a "Lessor's mortgage".

10.2 - Pursuant to paragraph 10.1, the Lessor has disclosed all mortgages or deeds of trust affecting the Leased premises set forth in paragraphs 2.1 and 2.2 which exist as of the execution date of this Lease. If a mortgage or deed of trust exists or existed, as of the execution date of the original Lease, the Lessor shall cause each mortgagee to execute in favor of the Lessee the Nondisturbance Agreement, attached as Enclosure "E", whereby said mortgagee agrees that it will not disturb the Lessee's tenancy in the event of foreclosure or other succession to the interest of the Lessor. Enclosure "E" shall be executed before this Lease becomes effective. Any mortgage is to be subordinate to this Lease, and any future amendment thereto unless specifically provided otherwise in writing.

10.3 - If the Leased premises are at any time during the term of this Lease subject to a Lessor's mortgage, then, whenever the Lessee gives notice to the Lessor alleging default by the Lessor in performance of any covenant or obligation under this Lease, the Lessee shall simultaneously give a copy of such notice to the Lessor's mortgagee (at the address of the Lessor's mortgagee provided pursuant to paragraph 10.1). Lessor's mortgagee shall have the right (but not the obligation) to cure or remedy Lessor's default during the same time period that is permitted to the Lessor hereunder for the remedying or curing of such default. Lessee will accept such curative or remedial action taken by a Lessor's mortgagee with the same effect as if such action had been taken by the Lessor. Any claims for damages by the Lessee shall not be waived by the Lessor's mortgagee's corrective or remedial action.

10.4 - In the event that the Lessor's mortgagee of record (or any other party) shall acquire title to the Leased premises or shall succeed to the Lessor's interest in this Lease, whether through foreclosure of the Lessor's mortgage, conveyance in lieu of foreclosure, or otherwise (collectively, a "foreclosure"), the Lessor's mortgagee (or other such party) shall thereupon, and without the necessity of attornment or other act or agreement, be substituted as the Lessee's landlord under this Lease, and shall be subject to the obligations thereof. The rights acquired by the Lessor's mortgagee are subordinate to this Lease and all of the Lessee's rights under the Lease continue undisturbed.

ARTICLE XI - CANCELLATION

11.1 - This Lease may be cancelled by the Lessee during any period of possession if the Lessor is notified in writing at least **ninety (90)** days prior to the effective date of cancellation.

11.2 - Deleted, Not Applicable

11.3 - This Lease may be cancelled by the Lessee provided the Lessor is notified in writing at least thirty (30) days prior to the effective date of cancellation and any one of the following occur:

a) The Lessor or any subcontractor, manufacturer or supplier of the Lessor appears in the register compiled by the State of Michigan pursuant to 1980 PA 278, as amended, MCL 423.321 *et seq.* (Employers Engaging in Unfair Labor Practices Act).

b) The Lessor or any subcontractor, manufacturer or supplier of the Lessor is found guilty of discrimination, pursuant to 1976 PA 453, as amended, MCL 37.2101 *et seq.* (Elliott-Larsen Civil Rights Act); or 1976 PA 220, as amended, MCL 37.1101 *et seq.* (Persons with Disabilities Civil Rights Act). This covenant is cross referenced in Article III.

c) The Leased premises do not comply with the barrier free design requirements of 1966 PA 1, as amended, MCL 125.1351 *et seq.* (Utilization of Public Facilities by Physically Limited). This covenant is cross referenced in Article III.

d) The Leased premises are taken for a public purpose by eminent domain/condemnation proceedings by a governmental unit. This covenant is cross referenced in Article VII.

e) The Lessee's use of the Leased premises is in violation of local adopted ordinance, or recorded deed restrictions.

f) The Lessee acquires fee title to the Leased premises in paragraphs 2.1 and 2.2. This covenant is cross referenced in Article VI.

g) The Lessor fails to maintain the Leased premises in a tenantable condition, described in and subject to the notice provision in paragraph 3.1(s). The Lessee shall provide detailed written notice to the Lessor, of not less than thirty (30) days, to correct defaults.

h) The Lessor fails to repair or restore the Leased premises for damage specified in paragraph 3.10. This covenant is cross referenced in Articles III, IV, and V.

i) The Lessor fails to deliver the Leased premises, according to the plans, specifications, and timeframe for remodeling or construction, found in paragraph 3.6.

j) Damage or destruction, specified in paragraph 3.10, is so extensive as to constitute a total destruction of the Leased premises. This covenant is cross referenced in Articles III, IV and V.

k) The Lessor or any subcontractor of the lessor fails to pay construction mechanics (as defined in MCL 408.1101 (b)) prevailing wages or fringe benefits as specified in Public Act 10 of 2023.

11.4 - This Lease may be cancelled by the Lessor if the Lessee is notified in writing at least sixty (60) days prior to the effective date of cancellation and any one of the following occur:

a) Damage or destruction to the Leased premises exceeds fifty percent (50%) of the replacement value of the Leased premises, as referenced in paragraph 3.10. This covenant is cross referenced in Articles III, IV and V.

b) The Leased premises are taken by eminent domain/condemnation proceedings, as referenced in Article VII.

ARTICLE XII - NOTICE, APPLICATION, AND APPROVALS

12.1 - Any notice to Lessee required by this Lease shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail return receipt request, or by a nationally recognized overnight delivery service. Unless either party notifies the other in writing of a different mailing address, notice to the Lessor and/or Lessee shall be transmitted to:

Lessor	Lessee
Tuscola County	Director, DTMB Real Estate Division
C/o Department of Buildings and Grounds	3111 W. St. Joseph Street
Attn: Mike Miller, Director	Lansing, MI 48917
125 W. Lincoln Street	E-mail: dtmb-realestate@michigan.gov
Caro, MI 48723	
	Copy to: Michigan State Police
E-mail: mmiller@tuscolacounty.org	Management Services Section
Telephone: 989-672-3756	905 Marigold Avenue
	East Lansing, MI 48823

The notice shall be deemed effective as of Noon, Eastern Time on either (i) the third business day following the date of mailing, if transmitted by mail or (ii) the date on which the noticed party receives or refuses receipt of the notice, if transmitted by personal delivery, or a nationally recognized overnight delivery service. Business day is defined as any day other than a Saturday, Sunday, legal holiday, or day preceding a legal holiday. A receipt from a U.S. Postal Service, or successor agency, performing such function shall be conclusive evidence of the date of mailing.

12.2 - This Lease shall be interpreted in accordance with the laws of the State of Michigan.

12.3 - This Lease shall be binding upon and to the benefit of the heirs, executors, administrators, and assigns of the Lessor; and upon and to the benefit of the assignees and sublessees of the Lessee.

12.4 - This Lease shall not be binding or effective on either party until approved (and notarized as necessary) by the Lessor, Lessee, Department of the Attorney General, Department of Technology, Management & Budget, Building Committee of the State Administrative Board, and the State Administrative Board. If this Lease or any subsequent amendments to it fall within the requirements of 1984 PA 431, as amended, MCL 18.1101 *et seq.* (Management and Budget Act), this Lease and any subsequent amendments to it shall also require approval of the Joint Capital Outlay Subcommittee of the Legislature.

12.5 - This Lease supersedes and cancels a Lease between Lessor and Lessee, which was approved by the State Administrative Board, Item #8, on **September 7, 1999**, between **The County of Tuscola**, as Lessor, and the State of Michigan, **Department of State Police, subsequently known as Michigan State Police**, as Lessee, for premises located at **1485 Cleaver Road, Caro, Michigan 48723**, consisting of **7,546 usable** square feet of space, which is a part of the Leased premises herein described, which said Lease shall be null and void when this Lease becomes effective.

12.6 - Should any provision of this Lease or any addenda thereto be found to be illegal or otherwise unenforceable by a court of law, such provision shall be severed from the remainder of the Lease, and such action shall not affect the enforceability of the remaining provisions of the Lease.

12.7 - This Lease, with all enclosures and attachments as listed below, constitutes the entire agreement between the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this Lease was originally executed, as under paragraph 12.4.

12.8 - Electronic Funds Transfer (EFT): Public Act 533 of 2004 requires that payments under this Lease be processed by electronic funds transfer (EFT). Lessor is required to register to receive payments by EFT at the SIGMA Vendor Self Service website (www.michigan.gov/sigmavss) or by calling (888) 734-9749.

Enclosure "A" - 1 page, floor plan(s)/site plan

Enclosure "B" - 1 page, legal description

Enclosure "C" - 41 pages, State of Michigan Office Construction and Tenant Fitout

Enclosure "C-1" - **Deleted, Not Applicable**

Enclosure "D" - 1 page, Estoppel Certificate

Enclosure "E" - 2 pages, Nondisturbance Agreement

Enclosure "F" - **Deleted, Not Applicable**

Enclosure "G" - **Deleted, Not Applicable**

Enclosure "H" - **Deleted, Not Applicable**

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessor: Tuscola County

Signature Date: _____

Print Name:

Title:

State of Michigan, County of _____.

The foregoing instrument was acknowledged before me on this _____ day of _____,

20____, by _____

Type or print name(s) of person(s) signing this document

the _____ for the _____

of _____, Michigan Municipal Corporation.

_____, Notary Public in the County of _____

Acting in the County of _____, State of Michigan.

My commission expires _____.

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessee: Michigan State Police

Signature

Date: _____

Print Name:

Title:

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

Lessee: Department of Technology, Management & Budget

Signature Date: _____

Thomas J. Fehrenbach
Director
Real Estate Division, DTMB

State of Michigan, County of _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by Thomas J. Fehrenbach, Director for the Michigan Department of Technology, Management & Budget, Real Estate Division.

_____, Notary Public in the County of _____
_____.

Acting in the County of _____, State of Michigan.

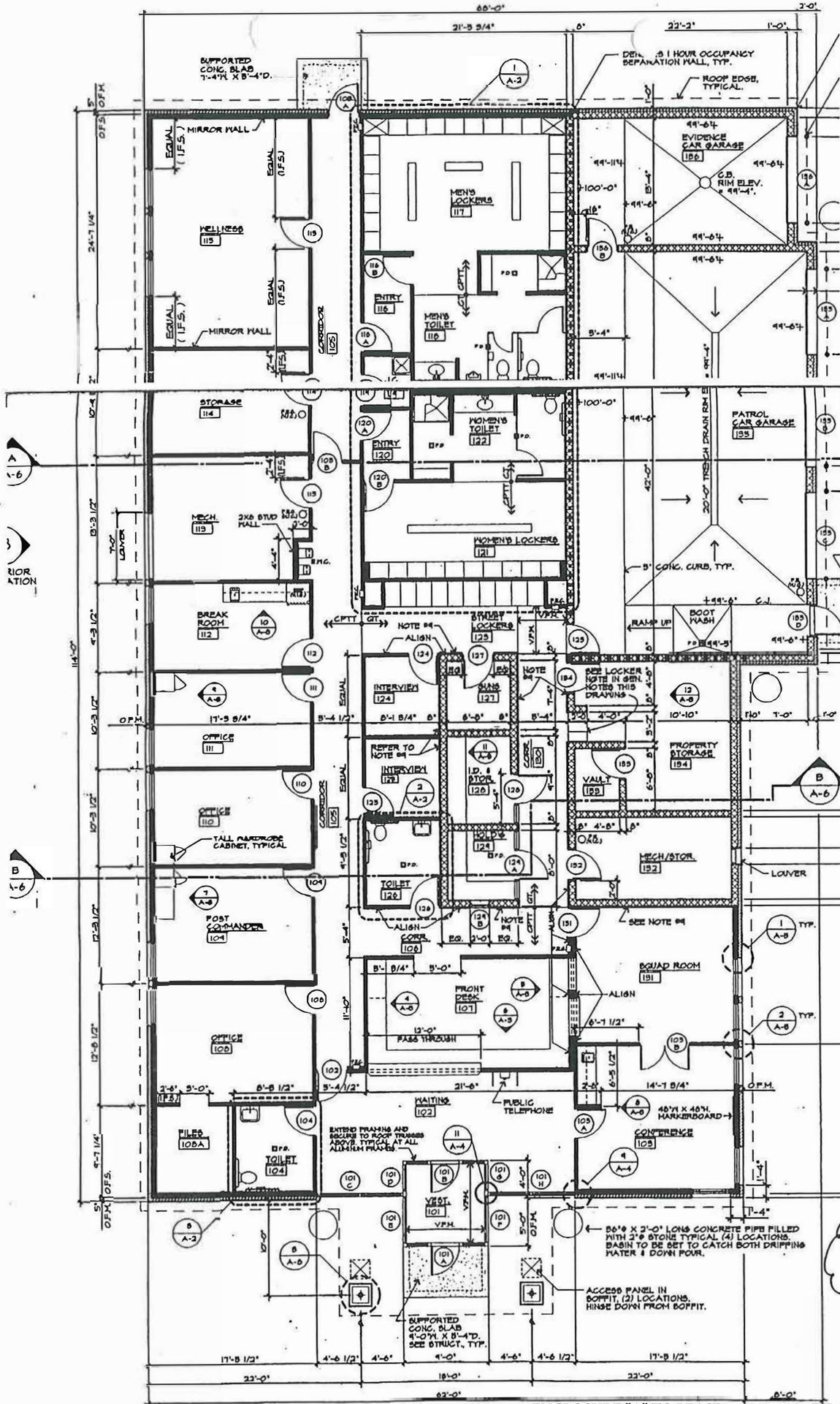
My commission expires _____.

This Lease has been approved as to legal form by the Michigan Attorney General _____

This Lease was approved by the Michigan State Administrative Board on

Form Updated: 11-13-2020

Item #



Space occupied consists of 7,546 square feet, located at:
 1485 Cleaver Road, Caro, MI 48723 (Tuscola County)

FLOOR PLAN
 7,546
 D
 EXTERIOR ELEVATION

ENCLOSURE "A" TO LEASE #10724-2024 BY AND BETWEEN TUSCOLA COUNTY, AS LESSOR, AND THE STATE OF MICHIGAN BY THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET FOR THE MICHIGAN STATE POLICE, AS LESSEE.

ENCLOSURE "C" TO LEASE #10724-2024 BY AND BETWEEN TUSCOLA COUNTY, AS LESSOR,
AND THE STATE OF MICHIGAN BY THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT &
BUDGET, FOR THE MICHIGAN STATE POLICE, AS LESSEE.

43 PAGES

OFFICE CONSTRUCTION AND TENANT FITOUT

DESIGN AND CONSTRUCTION STANDARDS

STATE OF MICHIGAN

Department of Technology, Management and Budget



March 14, 2025

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STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

I. INTRODUCTION

These office and tenant fitout construction standards establish a minimum level of quality for building systems design and material selection for State of Michigan leased or state-owned office facilities. These design standards intend to provide durable professional facilities for the State of Michigan with maximum utility and energy efficiency, requiring a minimum of maintenance and operational expense for the long term. For state-owned facilities, the Professional Service Contractor (PSC) is to coordinate with Design and Construction Project Director to discuss any recommended variances based on the project scope and project type.

These standards set minimal design direction for typical office building construction components and systems and do not address every possible building component and system that could be encountered. Conversely, these standards contain direction and requirements for systems which may not be included or required for the particular RFP's program, such as an elevator, raised flooring, or specialized material.

FOR LEASED FACILITIES:

The Lessor and/or the Lessor's design professional must refer to the Request for Proposal (RFP), Program, State Agency Supplementary Standards, and other attachments for unique products or systems set forth by the requesting State Agency. State Agency Supplementary Standards describe the needs of a particular room or space in the facility.

Adherence to these standards is mandatory. However, any equal or improved concepts, methods, or products are encouraged and will be given full consideration prior to submitting proposal. Written approval by the Department of Technology, Management and Budget Design and Construction Division (DTMB-DCD) and/or Real Estate Division is required for any deviations or exceptions from these standards. Approval is required prior to the final release of construction documents for bids or construction. Complete construction documents and specifications must be provided to the State Agency, Real Estate and/or to Design and Construction for the opportunity to review and comment prior to construction (2-week duration). Review does not constitute approval but is used to ensure general compliance – Lessor is responsible to ensure that the construction is compliant with these standards and all applicable codes or authorities having jurisdiction (AHJ). These standards may exceed local code baselines.

The Lessor must comply with all Design and Construction Standards and the complete RFP requirements. The Lessor is to include a list of all items within the submitted proposal that will not comply with the Design and Construction Standards for a Tenant Fitout only. The reasoning must be due to existing conditions and the reasons behind the request are to be provided with the RFP response.

The Lessor is to conduct construction progress meetings twice a month in which an updated task/progress schedule will be distributed and discussed. The meetings will be scheduled by the Real Estate Division. Meeting minutes will be issued to all attendees and noted key contacts, by the Lessor, within 5 days of the meeting for the team to comment and/or respond. When a Field Representative (from DTMB/SFA/Design and Construction) is included as part of the team, the Field Representative will attend such meetings and must be given full independent site access to conduct site reviews on a regular basis. The Field Representative will note any discrepancies from the Design and Construction Standards and report back to the team to be addressed.

For leased facilities only, these Design Standards and the Lease agreement take precedence over the Construction Documents. Any conflicts within the Design Standards, the Lessor is to assume the most stringent and confirm with DCD prior to proceeding.

ACRONYMS USED IN THIS DOCUMENT

ADA	Americans with Disabilities Act
ADAAG:	Americans with Disabilities Act Architectural Guidelines
AHJ:	Authority Having Jurisdiction
ANSI:	American National Standards Institute
ASHRAE:	American Society of Heating, Refrigeration, and Air-Conditioning Engineers
CFC:	Chlorofluorocarbon
DTMB-DCD or DCD:	Department of Technology, Management and Budget - Design and Construction Division
DTMB:	Department of Technology, Management and Budget
DTMB-RED:	Department of Technology, Management and Budget - Real Estate Division
FEMA:	Federal Emergency Management Agency
HDPE:	High Density Polyethylene
HVAC:	Heating, Ventilating and Air Conditioning
LEED:	Leadership in Energy Efficient Design
MIA:	Masonry Institute of America
MBF:	Michigan Barrier Free Design (Act 1 of 1966)
MDOT:	Michigan Department of Transportation
MIOSHA:	Michigan Industrial and Occupational Safety Administration
NEMA:	National Electrical Manufacturer's Association
NFPA:	National Fire Protection Association
RFP:	Request for Proposal
PEX:	Cross-linked polyethylene flexible plastic pipe
PCB:	Polychlorinated Biphenyl
SMACNA:	Sheet Metal and Air Conditioning Contractor's Association
SFA:	State Facilities Administration
SOM:	State of Michigan
UL:	Underwriter's Laboratory

II. GENERAL REQUIREMENTS

A. SUSTAINABLE DESIGN

1. If identified in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide the design and construction required to obtain the LEED Rating required for the project.
2. Building envelope and HVAC systems that establish temperature and humidity comfort ranges in accordance with ASHRAE/Michigan Energy Code are required. Specifics of insulation materials and installation will not be outlined here but must meet the ASHRAE/Michigan Energy Code. For existing buildings, the Lessor will be required to provide a written understanding of the construction of the building envelope and HVAC systems. This will then be reviewed and assessed by the Design and Construction Division for compliance with the RFP or potential acceptable savings based on any non-compliance.
3. Meet Energy Star® performance criteria and when applicable, provide Energy Star® rated equipment and appliances.
4. Require zero use of CFC-based refrigerants for new systems; complete a comprehensive CFC phase-out conversion when reusing existing systems. Select refrigerants and HVAC systems that minimize emissions.
5. When possible, specify or use products that are extracted, harvested, recovered, or manufactured within 500 miles of the project site.
6. When possible, specify and or use materials and products that are made of plants that are typically harvested within a ten-year or shorter cycle.
7. Eliminate or minimize products that contain intentionally added perfluoroalkyl and polyfluoroalkyl substances (PFAS) to comply with State of Michigan Executive Directive 2021-8 for all leased premises. For all Design & Construction managed projects, the PSC is to review the potential of specifying such products with intentionally added PFAS with the project director for approval.
8. Design systems that meet or exceed minimum indoor air quality and ventilation requirements as well as optimizing air change effectiveness in accordance with ASHRAE/Michigan Energy Code.
9. Design structures to maximize daylight and views to the exterior consistent with the required function of interior building spaces. Daylight harvesting is encouraged but not required.
10. Implement a construction waste management plan to minimize landfilling of construction waste in favor of reuse and recycling.
11. If the leased or office premises is accessed directly from the outdoors (uncontrolled air environment), the main entry to the leased or office premises shall be provided with a heated airlock vestibule.

B. GENERAL BUILDING PLANNING

1. The leased premises shall be designed and constructed to meet or exceed the latest local and state building codes, fire codes, and state and national barrier free regulations.
2. The Leased premises shall be designed in such a manner as to ensure an economical and efficient use of space, adequate natural light, ventilation, circulation patterns and code compliance. Existing facilities that are renovated and/or occupied shall be structurally sound (certified by licensed engineer, if required by DTMB-RED), and meet all minimum design standards of this outline specification. Any concept drawing attached to the Lease is only one acceptable schematic design solution. The building in which the tenant space is to be located will be assessed against the requirements of this section.
3. The Leased premises square footage shall be all adjacent, with no other tenants interspersed or separating the Lessee/Tenant Agency's space.

4. If an existing facility or building is used, testing and/or inspection and investigation shall be completed by a licensed and/or certified 3rd party to determine if any hazardous materials exist. If it is determined that remediation is required, the facility or building must be rendered free of hazards. This includes but is not limited to asbestos, lead, and PCB's.
5. All existing buildings shall be structurally sound (certified by licensed engineer, if required by the DTMB), and meet all minimum design standards of this outline specification. All unsafe conditions are to be corrected prior to State of Michigan staff occupying the space, including any and all fire/life safety code violations. The Leased premises shall meet all the requirements for new construction for the current building code with respect to floor load bearing capacity.
6. If an existing facility or building is used, all existing architectural, electrical, plumbing, and HVAC components no longer being used shall be completely removed and not abandoned in place. All openings in existing walls, floors, and shafts shall be properly fire-stopped after the removal of old components and piping.
7. Field verify existing construction conditions and configurations. Do not assume that existing building framing and construction is plumb and square. Structural elements of all existing facilities shall be inspected and verified for size and loading capacity.
8. Pipe and duct chases, including duct chases where floor to floor heights in existing buildings do not allow ductwork above the ceiling, shall not detract from the floor plan layout.
9. Structural bay sizing is to be commensurate with building configuration, architectural expression, seismic zone, structural framing material and cost.
10. If required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, use a raised access floor system for HVAC, electrical and communications systems to facilitate change management in new building construction and where practical at existing buildings.
11. Stack all electrical closets, communications/data closets and toilets vertically.
12. Use fixed windows in environmentally controlled buildings. If operable windows are used, they must be lockable, screened, and must be washable on both sides from the building interior. Window framing must be thermally broken.
13. Use double or triple pane glazing according to climate conditions and to meet LEED requirements. Reflective glazing may be used if glare is not at issue.
14. Provide positive drainage at exterior windowsills.
15. Roofs shall be sloped to prohibit snow and ice slide off onto entry doors. Use cold roof design in heavy snow areas to prevent snow and ice build-up. Flat roofs shall have overflow scuppers or overflow roof drains.
16. Provide fall protection as required by MIOSHA. Integrate all protection into the design of the facility.
17. Drywall interior partitions are required, unless demountable partitions are requested by the State Agency within the RFP.
18. The total number of passenger elevators provided is to be coordinated and approved by the Lessee/Tenant State Agency.
19. Do not locate fresh-air intakes adjacent to vehicle drop-off areas, parking areas, truck docks or emergency generators.
20. Incinerators are not allowed.

C. SECURITY DESIGN

1. Controlled access is required to the entire building and to each individual floor. If required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide conduit and power for a card access management system (vendor may vary by agency). The existing State of Michigan access system is currently manufactured by Honeywell Security Products. The access system is to be capable of tracking the issuing and revocation of access cards along with generating reports of all access into the building. Provide these readers and locking/operation devices at all building entrances, loading docks, and interior doors as defined in the detailed program.
2. Central data base computer is to connect all access locations, equipped for stand-alone operation upon power failure, programmed for automatic locking/unlocking of building doors.
3. If required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide concealed conduit and power for security cameras covering all access points.
4. Transaction windows shall have pre-manufactured transaction window(s) with speaker port(s), pass through opening and counter. Glass shall be bullet resistant. Walls adjacent and below transaction windows shall have bullet resistant construction. Dimensions to be determined for each design prior to start of construction.

D. OFFICE AREAS

1. Avoid locating private offices along building perimeter wall and window locations. Dedicate building perimeter to circulation space to maximize natural light.
2. Coordinate interior wall partitions with window mullion locations.
3. Doors should swing against a wall whenever possible.
4. In office areas, stagger office/conference room doors so that they are not directly across from each other, especially in a corridor.
5. Coordinate electrical outlet locations with furniture and systems furniture panels to allow access.

E. ENTRANCES, VESTIBULES AND LOBBIES

1. For small buildings and at office suites provide one entrance for staff, visitors, and the public. Where required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, or if required for code compliant exiting, provide an additional employee-only entrance with doorbell.
2. If required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, divide major lobbies into secure/non-secure areas with provisions for card access turnstiles.
3. Provide a heated vestibule at main entry. Provide 10 feet of walk-off carpet immediately inside entrances and vestibules. Adhere to finish schedule provided.
4. Power operated swing doors are to be provided at main entrance unless otherwise requested in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards. Install power operated doors in accordance with the requirements of the ADAAG. If sliding doors are requested, provide push plate and motion sensors (no mat activation).
5. Provide overhangs to cover door swing at all public and employee entrances to reduce snow accumulation and protect occupants.
6. Where required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards: provide for a security desk at main lobby. Systems furniture may be used as a security desk. Provide adequate power, phone, data and security equipment provisions.

7. Provide directional graphics, directories, and agency emblems.

F. LOADING DOCKS

1. Where required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide loading dock(s) separate from main entrance and locate convenient to freight elevator and to food service area.
2. Provide hydraulic dock leveler, dock bumpers, dock lock, dock seals and edge guards.
3. Loading dock doors are to be insulated overhead coiling type, with push button controls.
4. Provide an adjacent man door to the dock door.
5. Where required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards: Provide a separate area for a trash compactor.
6. Where required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards: Provide a guard station in loading dock area with adequate power and data to serve this function.

G. SUPPORT SPACES

1. Locate toilet rooms, custodial closets, electrical and telecom closets central to the building or tenant space.
2. As a minimum provide one men's and one women's toilet room per floor. If a cafeteria or food service area is part of the program, provide one men's and one women's toilet room adjacent. These rooms may serve the entire floor, if well-located. Some building programs may require separate employee and separate public toilet rooms.
 - a) The toilet room design shall incorporate consideration of sight lines that do not compromise privacy, including the placement of mirrors, when the entry door to the restroom is in the open position.
 - b) Toilet rooms intended for the public shall have automatic door operators. Automatic door operators are to be ADAAG and MBF compliant, electronically operated, surface mounted with aluminum housing. Operator is to be provided with an adjustable time delay. Provide a minimum of 6" diameter or 6" square push plate with embossed wheelchair for activation.
 - c) DTMB managed facilities shall have a minimum of one "All Gender" toilet room. Also, to be included are shower accommodations, one for men and one for women.
3. Allow for vending areas, break rooms and lunchrooms.
4. Lactation Room: provide one per building and consistent with Federal law. The lactation room shall be private, free from intrusion, sized to contain a table, chair, shall contain a grounded electrical outlet, and is preferred to contain a sink. A toilet room may not be used as a lactation room. Provide a minimum of a lockable door hardware with occupied/unoccupied indicator.
5. "Safe Room": Where required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide an interior "safe room" to meet FEMA Standards. The "safe room" may be a conference, toilet room, or office. Provide signage for the "safe room".
 - a) Reference: [FEMA SAFE ROOMS](#)
6. Evacuation Routes and Shelter-in-Place: Provide color coded diagrams mounted in acrylic throughout the facility noting all emergency egress routes, fire existing and shelter-in-place locations. Size of floor plans are to be sized (minimum 8-1/2" x 11") as required to allow all information to be legible – coordinate size with the State Agency.

7. Trash and Recycling Rooms: Provide adequate and easily accessible indoor space in the vicinity of any shipping and receiving docks, areas, platforms, or secondary entrances. Provide space for paper, glass and metal recyclable containers (6' x 10' minimum) in the trash room as well as in break rooms and copy areas, in accordance with 1994 PA 451, as amended, MCL 324.16501 et seq. If required in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide commingled recycling areas and service.
8. Main Mechanical Equipment Room: Ceiling height to be a minimum 12' when possible. Control noise transmission to adjacent spaces. Refer to Mechanical Design Requirements for additional descriptions.
9. Locate and centralize all mechanical equipment in a penthouse as much as possible. Avoid scattering miscellaneous condensing units, exhaust fans and equipment on the roof. Locate equipment behind a screen wall and integrate into the building design. Provide roof walkway pads compatible to the roofing system to roof top equipment with either tie-offs or roof edge protection for workers.
10. Locate vertical shafts adjacent to core areas with no offsets allowing for maintenance accessibility and additions for future utilities.
11. Switchgear and electrical rooms located in basement areas must have provisions for removing water with a back-up emergency electrical power source.
12. Main telecommunication and telecommunication rooms: Locate, design, and outfit per requirements of [1345.00.02 ENTERPRISE OPERATIONS CENTER – USER EXPERIENCE](#) and this document.

H. SITE PLANNING/DESIGN

1. A site survey, environmental and geotechnical investigations must be provided for review by the DTMB-RED and DCD. These items are required and are the responsibility of the Lessor.
2. Minimize site disturbances when determining building, parking, site circulation and utility locations.
3. Where setback requirements allow, sites shall be attractively landscaped. Maximize the use of native plantings, drought resistant plantings and low maintenance plantings. Irrigation is to be provided in select areas only and coordinated with DTMB. Ponds and areas of standing water that could present personal hazard located on the property shall be secured from trespass.
4. Provide a designated smoking area located outside of the State facility at a sufficient distance from windows and ventilation systems to ensure that smoke does not enter the Leased premises; a sufficient number of receptacles specifically designed for smoking related trash to accommodate all smokers who work and conduct business in the Leased premises; and disposal of smoking related trash. If the State facility includes both enclosed and unenclosed space, the smoking area must be located outside any enclosed space at a sufficient distance from windows and ventilation systems to ensure that smoke does not enter the enclosed space.
5. Site planning should include optional locations, both public and secured, for Electric Vehicle (EV's) Chargers if identified in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards. Location, quantity, and type will be determined case by case.

I. SITE CIRCULATION

1. Public and employee entrances to the building shall comply with the ADAAG and MBF requirements.
2. Provide sufficient concrete sidewalks from parking areas for easy and ADAAG-compliant access to building. Sidewalks shall be sized so that if vehicles overhang sidewalks there is sufficient passage width per the ADAAG.

3. The parking lot shall be striped and signed to designate “No Parking” areas and to accommodate the minimum number of motor vehicle parking spaces required in the Lease.
4. Provide the following as a minimum at parking lots: stall size 9’ x 20’; use 90° parking where possible; at least 10 percent of parking lot area is to be dedicated for plant islands; provide curbs around perimeter of parking lot and lot islands. The maximum combined gradient may not exceed 5 percent. If used, pre-cast concrete curbs must be anchored to the paved surface.
5. Provide handicapped parking and signage per building code and ADAAG and MBF requirements. A minimum of one of the handicapper spaces shall be “van accessible” per ADAAG and MBF.
6. Paint all lines and stripes using 2-coats yellow or white Sherwin Williams “Pro-Mar Traffic Paint” as appropriate at a rate of 1 gallon for every 350 lineal feet of 4” wide stripe following the DTMB-RED or DTMB-DCD’s approval of the parking layout provided by the Owner/Lessor.
7. Provide guardrails, curb cuts and wheel stops to meet ADAAG and MBF requirements.
8. Service drives are to be accessed from site circulation drives, screened as much as possible, separate from parking access and be of one-way design.
9. Provide reinforced concrete slab at dumpster locations, minimum size of 15-foot long x 12-0 width or larger as required to accommodate the width of garbage vehicle. Provide screen wall with lockable gate and pipe bollards at dumpster pad per local ordinance requirements. Incinerators are not allowed. Trash dumpsters and receptacles shall be screened.
10. Gradients:
 - a) Turf area gradients shall be between 3:1 and 1 percent (2 percent desirable); steeper than 3:1 requires ground cover or other erosion control. Steeper gradients than 2:1 are not acceptable. Terracing is acceptable if access for lawn equipment is provided.
 - b) Walkway gradients shall be less than or equal to 5 percent with cross slopes less than or equal to 2 percent.
 - c) Parking area or entry plaza gradients shall be between one and five percent. Steps are discouraged.

J. STRUCTURAL COMPONENTS

1. Live loads: Entire office floor loading shall provide 100 pounds per square foot (minimum) live loads. Limit floor deflection to L/360. Do not reduce live load for horizontal framing members/columns or load bearing walls supporting top floor or roof.
2. Where required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards: provide special floor loading requirements for computer room loads, special equipment loads and storage loads.
3. Where required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards: Design 1 bay per floor for high density storage systems.
4. Non-structural, rigid partitions shall be adequately supported so as not to become load bearing.
5. Masonry walls are to be isolated from floor above by a gap and restrained by either an intermittent or continuous steel angle on both sides at top of wall or steel straps extending in the wall grout.
6. Metal stud partitions do not require in-plane lateral isolation from structure if the design story drift ratio multiplied by 3(R/8) is less than 0.0025.
7. Top of stud in full height walls is to be separated from the track. Use deflection tracks.
8. Building expansion is to be carried through crossing partitions.

9. Design Procedures for New Construction:
 - a) Load Resistance Factor Design (LRFD): Use for small or large building structures.
 - b) Allowable Stress Design (ASD): Use for small building structures only.
10. Progressive Collapse for New Construction:
 - a) Building is not to be subject to progressive collapse as defined by the building code.
 - b) Beam or slab failure shall not affect system below or in adjacent bays.
 - c) Column failure shall affect only the bays supported by that column.
11. Drift for new construction: Lateral deflection of building under lateral load is to be limited to wind and earthquake requirements. Wind induced motion and sway must also be limited. Design roof massing and roof structure to prevent excessive drift and potential collapse.
12. Transient vibration induced by passing traffic or foot fall is to be minimized.
13. Corrosion Protection for new construction: Steel exposed to elements and/or located within the exterior envelope of the building is to have a protective coating. For small, isolated steel elements use either hot dipped galvanized zinc coating or coal tar epoxy. For larger exposed steel elements use a 2-coat system:
 - a) Coat 1: organic zinc rich urethane or epoxy primer shop applied over blast cleaned surfaces.
 - b) Coat 2: field applied finish coat.
14. For concrete in new construction parking structures use corrosion inhibiting additives and cathodic protection or epoxy coated reinforcing bars and surface sealers.
15. Attachment of new exterior cladding:
 - a) Provide connections and joints that provide movement between stories.
 - b) Connections to have sufficient ductility and rotation capacity to preclude brittle failure in connection welds or concrete fractures.
 - c) Concrete inserts are to be attached to or hooked around reinforcing steel.
 - d) Positively anchor window frames to resist lateral loads.
 - e) Provide clearance and flexible mountings at window frames to permit thermal movement.
16. Attachment of new partitions:
 - a) Adequately support non-structural, rigid partitions so as not to become load bearing.
 - b) Isolate masonry walls from floor above by a gap and restrain by either an intermittent or continuous steel angle on both sides at top of wall or steel straps extending in the wall grout.
 - c) Metal stud partitions do not require in-plane lateral isolation from structure if the design story drift ratio multiplied by $3(R/8)$ is less than 0.0025.
 - d) Top of stud in full height walls is to be separated from the track. Use deflection tracks.

III. BUILDING ENVELOPE COMPONENTS

- A. A building envelope being proposed for a State of Michigan agency as tenant shall present a professional and permanent appearance, using durable materials in sound, weathertight, and code-compliant condition. Design of the exterior envelope shall not rely on caulking and sealants for moisture exclusion.
 1. Acceptable exterior wall materials include:
 - Brick masonry and brick veneer

- Split-face, glazed, or honed concrete masonry units. Painted concrete masonry is not acceptable except at the rear and non-public elevations of the building.
- Insulated architectural metal panels.
- Stone masonry and stone veneer.
- Exterior insulating finish systems.
- Redwood or cedar exterior wood siding and trim.

2. Acceptable roofing materials include:

- Fiberglass or asphalt dimensional or 3-tab self-sealing shingles.
- Single-ply membrane or built-up roof systems.
- Standing seam metal roof panels with concealed fastener system.

B. Concrete for new construction (follow ACI standards or similar for design and placement):

1. All foundation walls below grade shall be poured reinforced concrete or concrete block with reinforcing.
2. All concrete shall have a minimum compressive strength of 3,000 PSI in 28 days.
3. Concrete slabs on grade shall be four (4) inches thick with wire mesh reinforcing. Pour slab on four (4) inch sand bed, firmly tamped by mechanical means to insure a solid base with no voids or hollows.

C. Masonry for new construction (follow MIA standards or similar for design and installation):

1. Face Brick: grade "SW", severe weather type, special shapes as required by building configuration.
2. Concrete Masonry Units: Hollow load-bearing concrete masonry units, normal weight.
3. Masonry Accessories: horizontal and vertical joint reinforcement, ties, straps, and weeps to meet design parameters.

D. Metals for new construction:

1. ASTM grade for structural steel shapes, plates and bars as determined to meet project conditions and design parameters.
2. Miscellaneous metals items shall use the best commercial quality for the purpose of items specified, free of defects impairing strength, durability, finish or appearance. Materials shall be formed truly and uniformly to required shape, size, sharp lines, and smooth surfaces.
3. Separate dissimilar materials with caulking, bituminous paint, or gasket as approved.
4. Shop prime all exposed steel surfaces except where fireproofing is provided.
5. All steel decking must be galvanized or be provided with a rust prohibitive coating, shop applied.

E. Wood for new construction:

1. Wall Sills: Foundation grade pressure-treated southern pine or Douglas fir.
2. Dimensional lumber for light framing: Stud, 2 x 4 or 2 x 6, No. 2 SPF or standard grade.
3. Dimensional lumber for structural framing: Southern pine No 1 dense KD 2050 Douglas fir select structural 1900f.
4. Concealed sheathing: Standard exterior grade with exterior glue APA CDX, plywood or OSB, or integrated WRB sheathing.
5. Exterior Wood Siding and Trim: Redwood or cedar, heart grade, rough-sawn.

6. Wood preservative: Ammoniacal copper arsenate (ACA) for Douglas fir or chromated copper arsenate (CCA) for southern pine.

F. Metal Wall Panels for new construction: Factory assembled manufactured wall panel insulated with polyisocyanurate foam-core, double tongue and groove joinery with factory applied air and vapor sealing with a minimum "R" value of 15. 26-gauge minimum face and backer sheet steel with Kynar 500 finishing consisting of 1-color coat and 1-primer coat (both faces).

G. Roof for new construction:

1. Roof shingles: Fiberglass or asphalt, dimensional or 3-tab self-sealing. Must have a minimum manufacturer's warranty of 25 years standard pro-rated, U.L. class "A" and wind resistant. Provide roof felts of 15#, non-perforated or better, ice and water dams at all valleys and eaves (3' minimum width), metal or aluminum drip edges.
2. Built-up and Single-Ply Roof Systems: Provide either a 4-ply built-up hot applied or single ply membrane roof system depending upon design parameters. The selected roof system must have a 20-year full system warranty which is to include insulation, fasteners, flashings, and roof systems accessories. Roof system manufacturer is to provide a roof inspection and roof report, with copies, to both the Lessor and Lessee at project completion. Single-ply roof membrane may be either reinforced or non-reinforced and have the equivalent in performance of a 60-mil non-reinforced membrane. A white reflective membrane system is preferred. Roof insulation is to comply with the Michigan Energy Code and be installed in 2 layers, joints staggered.

Metal roof panels: Manufactured roof panels comprised of polyisocyanurate insulations sandwiched between 24-gauge corrosion inhibiting coated sheet steel with a Kynar 500 finish. Provide continuous snow guards to prohibit snow slide-off on all sloped metal roof applications. Manufacturer is to provide a 20-year full systems warranty.

3. Roof specialties: Provide factory assembled/fabricated roof components compatible to roof systems manufacturer's warranty. Field fabricated roof specialties are not permitted.
4. Manufacturer's roof systems and accessories submittals are to be reviewed and approved by DTMB prior to product procurement.

H. Caulking, Sealants for new construction:

1. Design of the exterior envelope shall not rely on caulking and sealants for moisture exclusion. Select caulking materials per manufacturer's recommendation. Preferred material for exterior use is butyl rubber or single-component polysulfide base compound. Butyl rubber caulking compound for exterior use shall be 1-part polymerized rubber compound, gun consistency, conforming to federal specification TT-C 598 grade one.
2. Polysulfide base compound for exterior use shall be a 1-component sealing compound complying with the requirements of USIA A116.1, Class B (non-sagging) and federal specification TT-S227B, Types I and II.
3. Acrylic caulking compound for interior use shall be a 1-part, 100% liquid polymer, acrylic base compound, and non-sagging, non-staining, gun consistency.
4. Maximum joint size is ¼-inch; backer rods are required per manufacturer's recommendation.

IV. INTERIOR COMPONENT CONSTRUCTION

A. Gypsum Board and Non-Structural Framing

1. Metal framing members: 20 gauge minimum, corrosion resistant steel, 3-5/8", channel type at 16" on center; 24" on center is not acceptable. Verify gauge size with actual span and loading conditions. Provide pre-manufactured deflection track at full height wall construction extending to either a floor or roof deck.
 2. Wood framing members: nominal, grade 1 and 2, 2" x 4" at 16-inches on center.
- B. Gypsum board (abuse resistant 8-foot and below each finish floor elevation): Minimum 5/8-inch typical thickness attached with 1-1/4" long drywall screws and finished per installation standards below. Provide 5/8-inch cementitious board at ceramic tile finish surfaces susceptible to water contact. Provide 5/8-inch water resistant gypsum board at areas subject to high humidity/moisture exposure or to water damage such as vestibules, mechanical rooms, custodial closets etc. Exterior wall insulation is to be covered from floor to roof deck with 5/8" gypsum board as noted above. Gypsum board above the acoustic ceiling line may be unfinished.
1. Installation: Gypsum board shall be installed and finished per United States Gypsum Co. levels of gypsum board finishing as follows:
 - Level 1 finish: when above finished ceilings and concealed from view.
 - Level 2 finish: as a substrate for tile.
 - Level 3 finish: when scheduled to receive a heavy or medium textured finish.
 - Level 4 finish: in offices and other areas that receive lower public traffic and visibility.
 - Level 5 finish: for all walls and ceilings to receive a painted finish, lightly textured finish and/or wall coverings. Use in corridors and other high public traffic areas.
 2. Trim and accessories: Use metal or plastic trim. Provide fire treated wood or 20-gauge metal wall reinforcement for toilet room accessories, wall mounted mechanical and electrical equipment, wall mounted cabinets, and other miscellaneous wall supported accessory items.
- C. Gypsum Plastering: Portland cement plaster consisting of 3 coats over metal lath and/or 3 coats over concrete masonry units, float finish.
- D. Applied Fireproofing: High density cementitious, cement-fiber or mineral fiber formulations. Fireproofing materials and applications shall comply with the Michigan Building Code, local fire marshal directives and UL requirements. Applied fireproofing component materials are to be from a single manufacturer. Surfaces are to be cleaned and prepared per manufacturer's recommendations. Repair and patch fireproofing material at areas subject to damage from pipe hangers, and equipment installation.
- E. Fire and Smoke Resistive Joint Systems: Fire and smoke resistive joint systems including through-penetration firestopping of fire-rated construction. Components are to be from a single manufacturer complying with the Michigan Building Code, local fire marshal directives and U.L. requirements. The selected system must conform to the construction type, type of material penetrating the surface, and the type of space in which the penetration is located.
- F. Joint Sealants: Provide either silicone or polysulfide elastomeric joint sealants at gaps between dissimilar materials, offsets, areas of expansion movement, areas of water and air penetration, and where visual appearance is critical. Acrylic caulking compound for interior use shall be a 1-part, 100% liquid polymer, acrylic base compound, and non-sagging, non-staining, gun consistency. Maximum joint size is ¼-inch.
- G. Rough Hardware: Furnish all necessary nails and screws and all items generally classed as "rough hardware" including bolts, washers, anchors, straps, etc. that are required for proper assembly.

TABLE A1 ARCHITECTURAL DOOR, ROOM AND FINISH SCHEDULE

Architectural Door, Hardware, and Finish Standards Schedule									
	Tenant Separation Walls	Toilet Rooms	Enclosed Office, Conference Room, Storage	Open Office	Break Room	Perimeter Wall	Electrical, Mechanical Service Rooms	Custodial Closet	Designated Computer, Server, and Telecommunications
Door Type	D-1 or D-3	D-4	D-5	D-5	D-5	D-1 or D-2	D-2 or D-4**	D-2 or D-4**	D-2 or D-4**
Door Hardware	H-1 or H-2	H-6 or H-7	H-4	H-3	H-3	H-5	H-3	H-3	H-3
Wall Type	W-1	W-2	W-4	W-5	W-4	W-6	W-3	W-3	W-3
Wall Finish Type	WF-1	WF-2	WF-2	WF-1	WF-1	WF-1	WF-3*	WF-3*	WF-3
Floor Type	F-1	F-4	F-1/F-2	F-1	F3/F6	-	F-5	F-3	F-3
Ceiling Type	C-1	C-2	C-1	C-1	C-1	-	C-3	C-2	C-1
Door Types Legend									
Designation	Door Type Description								
D-1	Aluminum storefront medium stile with side light								
D-2	Hollow metal frame and hollow metal door								
D-3	Hollow metal frame and hollow metal door/ side light or narrow light glazing								
D-4	Hollow metal frame and solid wood door								
D-5	Hollow metal frame and wood door/ side light or narrow light glazing								
<i>DOOR/FRAME TYPES:</i>									
<i>Offices, Conference Rooms, Toilet Rooms: Standard Duty*</i>									
<i>Mechanical Rooms, Electrical Rooms, Service Rooms: Heavy Duty*</i>									
<i>Service Entrance Doors at building exterior: Extra Heavy Duty*</i>									
<i>* Refer to Steel Door Institute criteria for description.</i>									
<i>Interior doors at offices, conference rooms, stairwells and other heavily used locations are to have a glass side light as a minimum. Interior doors shall be furnished with 6" wide x 24" high window openings and glazing (wired glazing if required by building code) on the storage room, break room and all pass-through doors.</i>									
<i>** Provide Door Type D-4 when opening is within the line-of-site of other wood doors.</i>									
Hardware Legend									
Designation	Door Type Description								
H-1	Panic bars, closer, lock, hinges, weatherstrip								
H-2	Aluminum push/pulls, closer, hinges, floor bumpers								
H-3	Passage set (mortise or cylindrical), hinges, wall bumper								
H-4	Lock set (mortise or cylindrical), hinges, wall bumper, coat hook in offices								
H-5	Lock set (mortise or cylindrical), hinges, closer, wall bumper								
H-6	Push /pulls, closer, hinges, wall bumper								
H-7	Mortise lock set with Occupied/Unoccupied Indicator, hinges, closer, wall bumper (single occ. Toilet rm)								

Wall Types Legend	
Designation	Wall Construction Description
W-1	3-5/8" metal studs at 16" o.c. with 5/8" gyp bd each face with 3" acoustical insulation. Extend from finish floor to underside of floor or roof deck for security and a minimum STC of 40. Provide deflection track and seal tight to deck above.
W-2	3-5/8" metal studs at 16" o.c. with 3" acoustical insulation, 5/8" gyp bd on one face with 5/8" cementitious bd and ceramic tile to 6' a.f.f opposite face. Extend wall to roof or floor deck above for security and a minimum STC of 40. Provide deflection track above.
W-3	3-5/8" metal studs at 16" o.c. with 5/8" gyp bd on one face with 5/8" gyp bd each face with 3" acoustical insulation. Extend to roof or floor deck above for a minimum STC of 40. Provide deflection track above.
W-4	3-5/8" metal studs at 16" o.c. with 5/8" gyp bd each face with 3" acoustical insulation. Clip to ceiling grid and provide 2' acoustical insulation at both sides of partition to achieve minimum STC of 40
W-5	3-5/8" metal studs at 16" o.c. with 5/8" gyp bd each face. Clip to underside of ceiling.
W-6	1-5/8" metal furring with 5/8" gyp bd with rigid insulation. Extend 1' above ceiling.
Wall Finish Legend	
WF-1	Paint. Provide Type II medium-duty vinyl wallcovering if Wall Coverings are required per the Checklist of Building Components.
WF-2	Paint; wall tile provided as indicated for all Wall Type W-2 designations and chair rail at waiting and conference rooms. Provide Type III heavy-duty vinyl wallcovering if Wall Coverings are required per the Checklist of Building Components.
WF-3	Paint
<i>Wall Finish:</i> <i>*Apply Fiberglass Reinforced Panel (FRP) to wall surfaces that will experience routine contact with moisture such as in custodial closets, slop sink locations, etc. to provide a minimum of 42" coverage in all directions of water source.</i>	
Floor Legend	
Designation	Floor Type Description
F-1	State standard carpet with base
F-2	State upgrade carpet with base
F-3 / F-6	Vinyl composition tile with base / Luxury vinyl tile with base
F-4	Ceramic floor tile with sanitary coved base
F-5	No floor finish, anti-dusting sealer only
Ceiling Legend	
Designation	Ceiling Type Description
C-1	15/16" metal exposed tee suspension system with 2' x 2' x 3/4" acoustical reveal edge lay-in tegular ceiling tile
C-2	1/2" gypsum board on metal suspension system, painted
C-3	Open, no ceiling, no paint

V. OPENINGS – see TABLE A1 ARCHITECTURAL DOOR, ROOM AND FINISH SCHEDULE

- A. Aluminum Entrances, Storefronts and Curtainwall: Standard extruded aluminum and glazed systems with a minimum 1-3/4" member width, equal to systems by Kawneer, Tubelite, or Wausau. Finishes shall be either clear anodized, electronically deposited color, or fluoropolymer.
1. Doors are to have at minimum, medium stiles, and rails, with a 10" bottom stile meeting ADAAG requirements. Framing members are to be configured to accept insulated glazed units. All *exterior* doors shall be weather-stripped, have commercial quality ADAAG and MBF compliant aluminum threshold.
 2. Automatic door operators are to be ADAAG and MBF compliant, electronically operated, surface mounted with weather tight aluminum housing. Operator is to be provided with an adjustable time delay. Provide 6-inch diameter push plate for activation.
 3. Exterior and Storefront Glazing: 1-inch thick, Class A, low "E" glass, tempered or laminated as required by code. Glass shall be tinted to reduce glare.
- B. Glazed Aluminum Curtain Walls: Glazed aluminum curtain wall systems components include extruded aluminum framing, thermally broken with internal reinforcement, insulated spandrel panels, trim, filler units and gaskets. Glass units are to be low "E" insulated either tinted or reflective. Anchor clips and accessories are to be aluminum, nonmagnetic stainless steel, or galvanized steel.
1. Curtainwall finish shall be either clear anodized, electronically deposited color, or PFAS free coating equal to Kynar 500 PVDF, 2-coat for exterior applications and PFAS free coating equal to Kynar 500 PVDF, 2-coat or baked enamel for interior applications.
 2. Exterior and Storefront Glazing: 1-inch thick, Class A, low "E" glass, tempered or laminated as required by code. Glass shall be tinted to reduce glare.
- C. Structural Sealant Glazed Curtain Walls: Structural sealant glazed curtain wall systems components include extruded aluminum framing, thermally broken, with internal reinforcement, insulated spandrel panels, trim, filler units and gaskets. Glass units are to be low "E" insulated either tinted or reflective. Anchor clips and accessories are to be aluminum, nonmagnetic stainless steel or galvanized steel. Structural sealant must meet systems manufacturer's specifications.
1. Curtainwall finish shall be either clear anodized, electronically deposited color, or PFAS free coating equal to Kynar 500 PVDF, 2-coat for exterior applications and PFAS free coating equal to Kynar 500 PDVF, 2-coat or baked enamel for interior applications.
 2. Exterior and Storefront Glazing: 1-inch thick, Class A, low "E" glass, tempered or laminated as required by code. Glass shall be tinted to reduce glare.
- D. Exterior Doors and Frames:
1. Insulated Metal Doors: Other *exterior* doors, not at the main or employee entrance, shall be custom insulated galvanized (G-90) metal construction, heavy duty commercial quality. Door face sheets shall be commercial quality, roller leveled, cold rolled, 16-gauge steel with 18-gauge stiffeners at 6" on center and polystyrene or urethane insulation core filler.
 2. Exterior steel frames must be welded type 16-gauge galvanized steel. Frames shall be galvanized (G-90) prefabricated combination buck, frame, and trim type.

3. All *exterior* doors shall be weather-stripped and have a commercial quality ADAAG and MBF compliant aluminum threshold. All exposed steel surfaces shall be cleaned, bonded, and coated with a baked-on zinc chromate based prime paint.
- E. Overhead coiling doors are to be galvanized (G-90) steel, with manufacturer's standard paint finish. At exterior locations provide insulated polyurethane cores with jamb and sill weather stripping. Lift mechanism shall be torsion spring on cross head shaft with steel lift cables. Doors shall be electronically operated with standard three button open-close-stop type controls. Each door is to have separated controls.
- F. Upward-Acting Sectional Doors (Garage Doors): Galvanized (G-90) sheet steel with minimum of 2-inch polyurethane insulation bonded to facing sheets (thermally broken) with manufacturer's standard finish paint. Provide weather stripping. Provide torsion spring lift mechanism on cross head shaft with braided steel cables, Provide NEMA Type 1 electric operated motor, side mounted on cross head shaft, adjustable safety friction clutch, gear driven limit switch, magnetic cross line reversing starter, mounting brackets and hardware. Surface mounted control station is to be a standard three button open-close-stop type; separate controls for each electric door operator. All upward acting sectional doors shall have an electric eye type safety override.
- G. Windows: Provide window openings around at least two sides of the perimeter of the premises, on each floor at grade level. At least 15% of the wall surface on each level of the 3 sides shall be glazing to admit natural light. Glazing shall be 1-inch thick, Class A, low "E" glass, tempered or laminated as required by code. Glass shall be tinted to reduce glare.
- H. Interior Glazing: Tempered or laminated as required by code.
- I. Bullet Resistant Glass: at Level 3 per UL 752. Provide at transaction windows.
- J. Observation Windows: One-way mirror glazing in hollow metal or wood frame.
- K. Caulking, Sealants:
 1. Acrylic caulking compound for interior use shall be a 1-part, 100% liquid polymer, acrylic base compound, and non-sagging, non-staining, gun consistency.
 2. Maximum joint size is ¼-inch; backer rods are required per manufacturer's recommendation.
- L. Interior Doors and Openings: Use standard height and width doors wherever possible to avoid custom fabrication. Doors are to swing against a wall whenever possible. Doors and frames shall bear UL labels as required by code. Vertical rod panic devices are not permitted.
 1. Hollow metal steel doors are to be flush with composite construction Grade II, heavy-duty, 18-gauge cold-rolled, 1-3/4-inches thick at interior locations and Grade III, extra-heavy duty, 16-gauge galvanized steel 1-3/4-inches thick at exterior locations. Core types shall be as required for the fire rating required by code.
 2. Interior steel frames may be welded or knock-down type, 16-gauge steel. Door frames shall be anchored with three anchors minimum per jamb. All door frames are to have door silencers and plaster guards.
 3. Wood doors at interior locations are to be 1-3/4" premium grade, solid core, hardwood faced, with either a field or factory applied finish. Hollow core doors are not acceptable. Face veneer shall be select grade hardwood, of standard commercial thickness not less than 1/28" before sanding.
 4. Similar commercial plastic laminate faced, or hollow metal may also be provided if approved by the State.
- M. Access doors are to be fabricated with 16-gauge steel frames with 14-gauge steel doors, primed with a cylinder lock.

- N. Hardware: Hardware shall be detailed, handled, supplied and serviced through an architectural hardware consultant. Where required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards: Provide an electronic access control card operated system. Lessor's existing card operated system may be used if approved by the Tenant State Agency.
1. Individual offices, storage rooms, individual restrooms, conference, and hearings rooms shall be lockable by a twist button on room side, and unlockable by key on corridor side or untwist of room side locking button. All toilet room doors shall be provided with door closers and ball bearing type hinges. Security room door and frame shall be steel with heavy-duty hardware to include interior hinges, or hinges with non-removable pins, and be separately keyed with no master key control. Owner/Lessor to supply two (2) keys per piece of hardware, unless stated otherwise in the lease documents.
 2. Hardware shall conform to applicable requirements of the building code, and for fire rated doors and frames, with appropriate sections of Chapter 5 of ANSI/NFPA 101. Hardware shall be made to blueprint template and be furnished to door and frame manufacturer.
 3. Furnish and install door hardware to comply with the latest edition of the State of Michigan DTMB Office of Infrastructure Protection Door Hardware Specification which is available at [DTMB DOOR HARDWARE SPECIFICATION](#) and are to comply with the following general minimum requirements:
 - a) Quality level: Heavy duty commercial. All door handles shall be of heavy duty ADAAG-compliant lever type, except those on doors to hazardous areas. Brass keys, interchangeable cores, weatherproof if exterior.
 - b) Exterior: Weatherproof, heavy-duty cylindrical lockset type with throw latch bolt. All exterior locksets must be designed or protected so they cannot be grasped by any wrenching device. Knob handles are not acceptable. All entry doors shall be equipped with electric push button operators for the handicapped. Push button plates shall be of minimum of 6" diameter or 6" square with embossed wheelchair symbol. All double doors at entrances shall be equipped with a tamper-proof astragal and have vertical deadbolts at the top and bottom of each door (verify requirements with local fire marshal or authority having jurisdiction).
 - c) Interior: Cylindrical lockset with heavy duty lever handle. Knob handles are not acceptable.
 - d) Exit devices: Finish to match other hardware, UL approved. Outside trim shall be fastened by means of concealed lugs and through-bolts to the active case. Interior vestibule exit doors shall be equipped with a latch paddle.
 - e) Closers: All exterior doors shall be equipped with high frequency, ADAAG and MBF compliant closers. Door closers shall have key valves for back check, speed, and latching. Degree of opening shall be maximum possible without causing interference or damage to door or trim. Exterior closers shall be lockable in the full-open position. Closers shall be fastened to doors with six bolts.
 - f) Keying: Provide and install construction locks in cylinder cores on all exterior doors. Convert to cores for State use within 1 day after building control has been turned over to the State. A keying plan for interior door locks will be furnished by the State with the systems furnishings block plan. Cylinder cores and keys shall be provided by the Owner/ Lessor. The Owner/Lessor shall supply 2 keys per lock, and 4 master keys and Key Cabinet for key control, unless stated otherwise in the lease documents.
 - g) Hinges and butts: Full-mortise type with non-removable pins at exterior doors and IT equipment related rooms. Hinges shall be provided with stainless steel pins, oil impregnated bronze bushings, or concealed ball bearing units. Provide 1-1/2 pair of hinges for each door.
 - h) Hinged exterior doors, except fire doors, shall require no more than 8.5 lbs. of force for operation; hinged interior doors shall require no more than 5 lbs. of force for operation. Fire doors shall have the minimum opening force required by the fire marshal or authority having jurisdiction.
 - i) Push/pull units: Through-bolted type.

- j) Door stops: Wall mounted, with wood blocking.
- k) Weatherstripping: At all exterior hollow metal and aluminum doors provide perimeter door seals, door sweeps and barrier free aluminum thresholds.

VI. FINISHES -- see TABLE A1 ARCHITECTURAL DOOR, ROOM AND FINISH SCHEDULE (REFER TO PAGES 14 and 15)

A. Tile:

1. All toilet room wall surfaces are to have glazed ceramic tile extending a minimum of 6'-0" above finish floor, thinset with colored latex-cement grout. Tile is to be plain faced with cushion edges, ¼-inch thickness.
2. All toilet room floors are to have unglazed ceramic tile with integral coved base, thin-set with colored latex-cement grout and 2-coats of sealer. Tile to be porcelain, flat, with abrasive admixture, ¼-inch thickness with patterned face and cushion edges, with all special shapes required for one-piece inside and outside corners.
3. Other tile finishes may include porcelain, quarry, or glazed ceramic, with non-slip surfaces.

B. Acoustical Panel Ceilings:

1. Minimum ceiling height shall be not less than 9'-0" above finished floor, except in small rooms or limited areas, such as small ancillary mechanical or custodial rooms, which may have ceiling heights of 8'-0".
2. Ceiling panels are to be mineral base panels, wet formed, standard fissured, white, with reveal (tegular) edge profile. Size to be 2' x 2' x ¾-inch, unless approved by DTMB-RED or DTMB-DCD. Minimum panel size at walls shall be no smaller than 6-inches.
3. Ceiling suspension systems are to be equal to Armstrong Contract Interiors Prelude XL, 15/16-inch, white direct hung heavy duty double-web exposed tee system (or approved equal). Provide all necessary attachment devices, hold-down clips, wall angle, acoustical sealant and hangers per manufacturer's recommendations. Do not hang suspension system off of pipe, conduit or ductwork. Suspend lighting fixtures independently of the ceiling suspension.
4. Provide unfaced sound attenuation blankets over ceiling systems to meet room to room sound transmission requirements. Minimum STC rating of 40 for rooms such as conference rooms, FTC offices, hearings rooms, and other rooms intended for privacy and confidentiality.

C. Gypsum Board Ceilings: Provide painted, 5/8" gypsum board ceilings in airlock entry vestibules, custodial closets and secure rooms. Provide means of access to ceiling systems for maintenance of equipment or repair of system.

D. Resilient Flooring:

1. Resilient tile flooring to be vinyl composition tile, Composition I, non-asbestos formulated, Class 2, 12-inch x 12-inch x 1/8-inch thick or Luxury Vinyl Tile, Class III, 2.5 mm thick.
2. Vinyl wall base shall be 4-inches in height x 1/8-inch thick. Provide cove base at vinyl composition tile locations and straight base at carpet locations. Provide vinyl or rubber treads at all stair treads locations. Provide vinyl edge strips at terminations and transitions.

E. Access Flooring – If required in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards: Access flooring panels shall be lightweight concrete filled zinc-coated steel pans with a rigid bolted pedestal understructure secured to the concrete floor.

1. Minimum design load for access flooring system shall be 1250 lbs. minimum with a minimum uniform load of 400 lbs./s.f. Facing material shall be carpet in office areas and plastic laminate in data rooms. Provide all ramps, steps, aluminum guard rail accessories.
2. At office areas provide flush electrical/telephone/data outlet boxes with hinged cover and with adjustable air supply dampers. At data room locations all cutouts for data cable are to be grommeted with nylon brush closures. Provide perforated tiles for air supply.

F. Carpet: The State of Michigan has a statewide contract for the supply and installation of the specified carpet with a single manufacturer and installer. This contract may also be utilized for SOM leased spaces. Any upgraded carpeting noted on the finish schedule and or the building program statement is not included as part of this predetermined bidding process. All costs for the supply and installation of carpeting are to be included as part of the contract.

1. Carpet Materials Manufacturer/Subcontractor:

Carpet Manufacturer: Tarkett USA Inc., Tarkett North America 444 N Wells St. Suite 501, Chicago IL 60654
 Contract #: [230000001067](#)

Contact: Elyse Bertling
 Phone: 248-346-8733
 Email: Elyse.Bertling@tarkett.com
 Contract Expires: 8/6/2026

2. Installation & Secondary Contact:

Lansing Tile & Mosaic, 2210 Apollo Dr. Lansing, MI 48906
 Lansing Tile State Contract Coordinator/PM: Gavin Ruehle
 Email: gavin.ruehle@lansingtile.com
 Phone: 517.204-7023

Field Carpet Selections:	Colormap (11130) 24"x24" Texturemap (11129) 24"x24", 9"x36", 18"x36" GeoKnit (10887) 24"x24", 9"x36", 18"x36" Tailored Madras (11284) 24"x24", 9"x36", 18"x36" Maelstrom (04849) 24"x24", 18"x36" Applause III (02803) 24"x24"
Walk-Off Carpet:	Assertive Action (04837) 24"x24", 9"x36", 18"x36" Assertive Rib (04838) 24"x24", 9"x36", 18"x36" Assertive Stria (04839) 24"x24", 9"x36", 18"x36"

3. Chair pads may be required for protection of carpet texture, consult with Agency. Absent the use of chair pads, more intensive maintenance will be required for areas in direct contact with chair caster traffic, and some degree of appearance change is to be expected. See Lease for requirements for carpet replacement.

G. Wall Covering: If required by the Checklist of Building Components, provide Type II medium duty in offices and areas not subject to high abuse. Provide Type III heavy-duty wall covering in high abuse areas such as corridors,

toilet rooms and break rooms. Provide clear plastic, vinyl, or poly corner guards up to 60" above finish floor on all outside corners to protect vinyl wall covering.

- H. Painting: Painted surfaces shall receive 1 coat of primer and 2 coats of finish. A complete room finish schedule shall be submitted for approval by the Lessee/Tenant Agency prior to construction. Colors shall be selected and/or approved by the State Agency. Use only first-line commercial products for all coating systems similar to Sherwin-Williams, Benjamin-Moore, Pratt & Lambert or PPG. Provide poly corner guards up to 60" above finish floor on all outside corners to protect painted wall.

EXTERIOR	PAINT/COATINGS
Concrete and Stucco	2 coats exterior polyvinyl emulsion
Concrete Masonry Units	1 coat latex block filler, 2 coats exterior acrylic latex
Ferrous Metal	1 coat synthetic rust-inhibiting primer, 2 coats full-gloss alkyd enamel
Zinc-Coated Metal	1 coat galvanized metal primer, 2 coats full-gloss alkyd enamel
INTERIOR	
Concrete Walls	Repair imperfections, voids, cracks, 2 coats latex interior flat
Concrete Masonry Units	Fill voids, cracks, 1 coat latex block filler, 1 coat interior enamel undercoat, 1 coat interior semi-gloss latex
Gypsum Drywall Ceiling	1 coat latex interior primer, 2 coats latex flat
Gypsum Drywall Wall	1 coat latex interior primer, 2 coats interior semi-gloss zero VOC acrylic latex
Gypsum Drywall to Receive Wall Covering	1 coat latex interior primer
Woodwork and Hardboard (Painted)	1 coat interior enamel undercoat, 2 coats urethane latex gloss enamel
Woodwork, and Millwork (Stained)	1 application wood filler, 1 coat oil based interior wood stain, 2 coats of clear semi-gloss polyurethane
Ferrous Metal	1 coat synthetic rust-inhibiting primer, 1 coat interior enamel undercoat, 1 coat exterior alkyd gloss enamel
Zinc-Coated Metal	1 coat galvanized metal primer, 1 coat interior enamel undercoat, 1 coat exterior alkyd enamel

1. All exposed piping, conduit mechanical and electrical components in finish areas are to be either field painted or pre-painted by the manufacturer.
 2. Provide odorless paint when painting in areas occupied by personnel regardless of when painting operations are conducted.
- I. Chair Rail: Provide nominal 1" x 4" HDPE, solid-surface, bamboo, or hardwood chair rail routed at top and bottom edge for a finished appearance, mounted 32" above finished floor in the lobby (coordinate final elevation with furnishings for each space prior to installation), break room, offices, and all public spaces at minimum. HDPE is preferred in lobbies and waiting rooms. Softwood chair rail is not acceptable. Additional areas will be identified by the DTMB or State Agency on preliminary drawings provided by the Owner/Lessor.
 - J. Interior windowsills shall be durable water and moisture resistant materials such as HDPE, finished hardwoods, solid surfacing, natural stone, or artificial stone. Gypsum board or softwood windowsills are not acceptable.
 - K. Plywood Backboards and Wall Blocking: Provide one 4' x 6' x ¾" fire retardant telephone equipment backboard mounted to wall in the telecommunication rooms (MTR, TR). Fire rated plywood backboard will be finished with 2 coats of semi-gloss white paint.
 - L. Wood blocking: Provide 2" x 10" wood blocking in wall cavities where door swing motion could cause door lever hardware to pierce gypsum drywall board, for the installation of wall-mounted door stops. Provide 2" x 6" wood blocking in wall cavities to support handrails in accessible restroom stalls.

VII. SPECIALTIES

- A. Visual Display Surfaces: Marker boards are to be porcelain enamel faced for liquid-type markers with core material and backing with an aluminum tray.
- B. Directories: If required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, requires it, or if the State is the sole tenant and occupies 100% of the building, provide a building directory at the main entry point. The directory shall be metal or wood framed consistent with the décor of the building, glass enclosed and lockable, sized not less than 36" high x 24" wide. If the Lessee/Tenant Agency is part of a multi-tenant building, provide space within the existing building directory of not less than 3 lines. Provide LED illumination from within the unit.
- C. Interior Signage: Interior signage shall meet the DTMB standard interior signage design. Refer to [STATE OF MICHIGAN BUILDING ADA SIGNAGE STANDARDS](#) for design and layout requirements. Locate signs as required by ADA and building code requirements, and on rooms and spaces intended for public use such as conference, meeting, and hearing rooms. If required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide signage for all spaces.
- D. Exterior Post, Panel and Pylon Signage: If required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide an illuminated exterior sign, mounted on a post or pylon. Design of the sign shall be approved by the State Agency.
- E. Telephone Specialties: If required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide a public telephone with enclosure.
- F. Toilet Compartments: At public or employee use toilet room locations, toilet compartments, urinal screen and privacy panels are to be fabricated from HDPE, phenolic or other solid surfacing material. Metal and plastic laminate are not acceptable.
 - 1. Toilet compartments are to be floor mounted and overhead braced with security over-ride latching devices. Urinal screens are to be wall hung. Any miscellaneous partitions are to be wall hung or floor supported. All fasteners and hardware are to be tamperproof.
- G. Toilet Room Shelving: At employee toilet rooms provide a minimum 4" x 36" parcel shelf adjacent to entry door.

- H. Toilet and Bath Accessories: All toilet accessories are to be ADAAG and MBF compliant. Use recessed or semi-recessed as required to maintain clear pathway. Coordinate dispenser type with towel and tissue type provided by building maintenance. Combination units provide cost savings in installation.

Item	Manufacturer, Model (or approved equal)	Notes
Combination Toilet Tissue and Waste	Bradley 5952, Gamco TSC-7	Stainless steel, dual roll, integral waste receptacle
Combination Toilet Compartment Unit	Bradley 5911, Gamco TSC-5PH,	One per public toilet compartment.
Toilet Tissue Dispenser (without integrated waste)	Bradley 5402, 5412, Gamco TTD-5, TTD-6, TTD-7	Stainless steel, dual stacking roll, partition mounted, one per stall, if not practical to use combination unit
Stall Waste Container	Bradley 4721-15, 4722-1015, 4722-15, 4731-15, Gamco ND-3	Stainless steel, partition mounted, one per stall, if not practical to use combination unit
Toilet Seat Cover Dispenser	Bradley 5831, Gamco TSC-1	One per stall, if not practical to use combination unit
Combination towel dispenser/waste receptacle	Bradley 2037, Gamco TW 9, TW-9-4	Stainless steel, fully recessed, large capacity
Feminine Product Dispenser	Bradley 401, 407; Gamco 352-25, NV-2-4	One per women's toilet room, coin or free operation
Accessory Hook	Bobrick B-212	
Grab Bars	Size and configuration required to meet ADA and Michigan Barrier Free requirements.	1-1/2" round stainless steel
Soap Dispensers	Bobrick B-824, B-828 (foam)	Line voltage plug-in touchless (no battery), one per lavatory fixture, refillable. (Mount plug high under sink so as to not be visible)
Hand dryers	World Dryer SMARTdri, AirMax, or SLIMdri	Hardwired touchless, energy efficient
Faucets	Delta, Moen, American Standard	Line-voltage touchless*
Flush Valves	Sloan, Zurn, American Standard	Line-Voltage automatic flush*
Changing Tables	Koala Care, Bradex	One per each public restroom
Mirrors and frames	Full width mirrors with ¼" thick mirrored glass and polished steel frames	
Mop and Broom Holders	Two per custodial closet	

*Battery units may be permitted if retrofitting, written pre-approval is required by DTMB prior to RFP Response.

- I. Operable Partitions: Where required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide an electrically operated, folding panel partition system, ceiling suspended with overhead track. Panels are to be vinyl faced and side stacked with a minimum 50 STC rating. Provide all necessary steel support framing. Verify existing structural framing capacity with operable partition loads. Manual operation acceptable for small partitions only.
- J. Fire Extinguishers and Cabinets: Fire extinguishers are to be provided per the requirements of the Michigan Building Code. Fire extinguishers shall be multipurpose dry chemical type sized and rated for project requirements. Provide recessed wall cabinets in public, office and work areas and provide surfaced mounted on metal brackets at warehouse and storage areas. Cabinets are to be recessed type aluminum or steel with baked enamel finish. Doors are to have glass panels with ADA compliant opening device.

- K. Built-in Projection Screens: Where required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide electrically operated, recessed, ceiling mounted screens. Viewing surface is to be matte white and edge treatment is to be without black masking borders.
- L. Window Treatments: Provide commercial grade vinyl vertical blinds or shade fabric roller blinds at all exterior windows. Blinds are to be a minimum 3-1/2 inch wide and white or off-white in color, with chain and cord for manual operation. Shade fabric roller blinds shall use a minimum 6 oz/yd fabric in a color selected or approved by the State Agency, with chain and cord for manual operation.
- M. Millwork/Casework:
 1. All casework for break rooms, conference rooms and work areas is to be plastic laminate on particle board with frameless construction and full overlay doors. Laminated plastic shall be high pressure plastic laminate complying with NEMA Standards Specifications for General Purpose Grade (HGS/Grade-10 .050") with selection from standard selections, solid colors or wood grains.
 2. Cabinets shall be complete with hardware, drawers, dividers, and adjustable shelves. Drawers shall be suspended on soft-close steel slides with ball bearing type nylon rollers for ease of operation. Drawer slides shall have a 100 lb. Load rating. Provide wire pulls or simple knobs compliant with the ADAAG. Cabinet doors should have soft close hinges with door mutes.
 3. All millwork and installation shall conform to the performance standards of the Architectural Millwork Institute. Finish wood materials to receive stain or transparent finish shall be "Custom" grade. Casework hardware shall be equal to Knappe & Vogt Manufacturing Company products.
 4. At all areas other than toilet rooms, countertops are to be solid surface with eased front profile and square edge backsplash.
 5. At public use and employee toilet rooms all counter and lavatory surfaces are to be fabricated from HDPE or solid surface materials.
- N. Bullet-Resistant Panels: If required in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards Fiberglass ballistic panels shall be 5/16-inch thickness with UL-752, level-2 rating. Face bullet resistant panels with gypsum board.
- O. Shelving: Provide solid wood or metal shelving in the custodial closet for storage of cleaning and paper supplies. Minimum dimensions shall be 36" wide, 15" deep, with a quantity of no less than 3 shelves.
- P. Entrance Floor Grilles or equivalent: At all public and employee exterior entrances provide recessed entrance floor grilles or walk off mat designed to remove and capture debris from foot traffic. Floor grilles and frames are to be extruded aluminum. Floor grilles are to have top-surfaced tread rails with nylon carpet inserts. An equivalent requires prior written approval by the State Agency, RED and DCD.

VIII. CONVEYING SYSTEMS

- A. Passenger Elevators: Compliance with the requirements of the ADAAG and Michigan Building Code will provide the minimum determination for provision of a passenger elevator, unless specified in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards.
 1. For typical 2-stop application provide a hole-less hydraulic passenger elevator system, 2,500 pound capacity minimum with a finish clear cab size of not less than 6'-8" x 4'-3" (must have the ability to fit a standard EMT gurney) with a minimum ceiling height of 7'-11". Cab speed shall not be less than 80 feet per minute. For facilities requiring more than 2 stops, or depending on building size and use, multiple elevators, larger elevator platform size, speed and weight capacity will be required. Elevator cabs are to

have plastic laminate side walls, protective bumpers, and skid-resistant vinyl composition tile floor surface. Furnish removable protective pads.

- B. Freight Elevators: A freight elevator is required for a building over 2 stories (or 2 stops). The need and description for a freight elevator in a two-story building is to be noted in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards.
 - 1. A freight elevator, at minimum, shall be Class A, hydraulically operated, with a minimum of 2500 pound loading capacity. The minimum clear cab floor size shall be 5'-4" x 7'-0". Freight elevator ceiling height should be a minimum of 12'-0" to facilitate moving equipment and furnishings. Elevator cabs are to have plastic laminate side walls, protective bumpers, and skid-resistant vinyl composition tile floor surface. Furnish removable protective pads.
 - 2. Elevator shaft way, electrical, and mechanical, emergency function, and elevator components are to be designed, manufactured and installed to comply with the latest edition of the State of Michigan Elevator Code as well as meet ADA requirements. No building HVAC or plumbing system piping shall be allowed in the elevator shaft or machine. If HVAC or piping is specifically required for the elevator system, the design and installation shall be coordinated with the elevator manufacture.

IX. FIRE SUPPRESSION

- A. Fire Protection and Fire Detection/Alarm Systems shall be provided in all State of Michigan facilities and leased facilities. Fire protection systems are to conform to NFPA, state and local codes.
- B. Sprinkler piping shall be schedule 40, schedule 10, or copper. No saddle fittings or flexible fire sprinkler connections will be permitted above hard pan ceilings. Flexible sprinkler connections, with a maximum length of 48" are permitted only to connect head to piping above acoustical panel ceilings. Flexible sprinkler connection assemblies shall be installed per manufacturer's instructions.
- C. Concealed type sprinkler heads shall be used in all occupied areas. In existing buildings, sprinkler heads shall be replaced if they have been recalled.

X. MECHANICAL, PLUMBING & HVAC

- A. Meet or exceed all State of Michigan and Local vicinity code and regulation requirements for the mechanical systems in all State of Michigan leased, owned, or operated facilities. Some of the requirements of this standard exceed code requirements.
- B. Review latest editions of State of Michigan Governor's energy directives, American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) standards 15, 55, 62. Follow the more stringent requirements.
- C. Coordinate additional amenities and requirements with the building program as defined in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards.
- D. Existing mechanical and HVAC equipment and components intended for reuse shall be in clean, operable, and efficient condition. Existing ductwork shall be cleaned thoroughly, and filters changed on all HVAC units prior to occupancy. All existing piping which is re-used shall be labeled. The existing piping and ductwork, including connections and diffusers, shall be thoroughly inspected for size, condition, and suitability for re-use.
 - 1. Existing HVAC components, piping and devices no longer being used shall be completely removed and not abandoned in place. All openings in existing walls, floors, and shafts shall be properly fire-stopped after the removal of old HVAC components and piping.

- E. Gas Service Entrance: Gas piping entering the building must be protected from accidental damage by vehicles, foundation settlement or vibration. Where practical, the entrance should be above grade and provided with a self-tightening swing joint prior to entering the building.
- F. Mechanical/HVAC Design and Planning
1. Energy savings should be a primary component and part of the selection of HVAC equipment. The facility or building design shall comply with both the mandatory and prescriptive provisions of latest ASHRAE standards. The proposed building performance rating compared to baseline building performance rating per ASHRAE standards (without amendments) by building simulation method is to be 14% higher on new buildings and 7% higher on existing buildings.
 2. Design systems that require zero use of CFC-based refrigerants for new systems; complete a comprehensive CFC phase-out conversion when reusing existing systems.
 3. Design HVAC and refrigeration systems with refrigerants with no or very little ozone depleting potential. Projects shall comply with current LEED guidelines and standards.
 4. Establish temperature and humidity comfort ranges and design the HVAC system to maintain the comfort ranges (See Table M1) in accordance with ASHRAE; and must meet requirements of the Lease.
 5. Require an assessment of tenant space or building thermal comfort within a period of 8 to 12 months after occupancy. Based on the assessment, a corrective action plan is to be developed if Table M1 requirements are not maintained. This plan shall include measurement of relevant environmental variables in problem areas in accordance with ASHRAE.
 6. Duct sizing and velocities shall be designed to minimize air noise.
 7. Kitchen or other exhaust hoods shall meet NFPA regulations and local health department requirements.
 8. For facilities 15,000 square feet and above, provide a building automation system to monitor and control lighting, ventilation, heating, and air conditioning systems. The Lessor shall provide the latest technology and technology integration for building automation systems including an on-site computer for continuous monitoring capabilities.
 9. Fire alarm and security system must function as stand-alone systems with an interface to the building automation system (if provide based on size of facility).
 10. Vertical zoning: Layer components in the ceiling space with the plumbing and sprinkler piping zone near the underside of the structure, the HVAC duct zone in the middle and the lighting zone immediately above the ceiling system. Sufficient space must be provided to accommodate future lighting relocations and changes without the need for moving HVAC or other components.
 11. Valves are to be located in accessible ceiling and wall areas where possible. Provide access panels in gypsum board ceilings and wall locations. Coordinate with furniture plans.
 12. Mechanical systems are to be designed with future expansion in mind. Provide valves, controls etc. at locations where future equipment tie-ins would be likely and where systems isolation seems prudent.
 13. Catwalks with access ladders are to be provided for all equipment that cannot be maintained at floor level.
 14. Documentation of all the building systems is to be provided for the guidance of the building engineering staff. Documentation is to indicate actual elements that have been installed, how they performed during testing and how they operate as a system in the completed facility.
 15. The State Agency contact is to be provided with the following: 3 copies of prints identifying HVAC zones, record drawings and specifications (both hard copy and on a USB drive w/ indexed PDF), operating

manuals with schematic diagrams, sequence of operation and system operational criteria for each system installed and maintenance manuals with complete information of all major components in the facility.

16. Provide posted operation instructions for manually operated mechanical systems. They are to consist of simplified instructions and diagrams for equipment, controls and operations of the systems, including boilers, refrigeration equipment, HVAC controls, hot and chilled water distribution and hot and cold water domestic water. Instructions are to be framed and posted adjacent to the major piece of equipment of the system. The amount of instruction time provided is to be commensurate with the complexity of each system.
17. Allow adequate space for maintenance access to coils, pumps, filters etc.
18. HVAC equipment shall not be placed in ceiling spaces above computer rooms, server rooms, electrical rooms, telephone rooms etc.
19. All mechanical rooms, breakrooms, bathrooms, and kitchens shall have floor drains.

G. Plumbing Systems

1. If a well is required, the well is to be tested and documentation provided for water flow, water quality, chemical content and performance. The test results must be submitted for approval and acceptance. Non-performing wells will be rejected. If water requires treatment, the water treatment system shall be included and provided.
2. Sanitary and Storm system piping shall be separated and discharged per code and local regulations. Sewage ejectors are only to be used where gravity drainage is not possible.
3. Booster pumps for domestic water service are to be provided when required to maintain system design pressures.
4. Recirculation piping is to be provided for all domestic hot water systems.
5. Avoid water-filled plumbing on outside walls, above ornamental ceilings or in unheated areas.
6. Plumbing fixtures
 - a) Commercial grade and based upon American Standard or Kohler.
 - b) Low-flow water closets, urinals, faucets for sinks and lavatories are required for all locations. Do not use waterless urinals without approval by the Design and Construction Division during the schematic design phase of a project.
 - c) Wall mount water closets and urinals shall be installed. Floor mount water closets will require pre-approval and to accommodate retrofit or existing conditions.
 - d) Fixtures designated for use by the handicapped must comply with the requirements of Federal Standard 795; Uniform Federal Accessibility Standards and the requirements of the Title III Standards for the ADA.
 - e) At sink locations with exposed piping provide ADA compliant jacketed prefabricated piping insulation. Color to be chosen by the State Agency.
7. Drinking fountains are to supply 55°F water, from standard packaged electric water coolers with integrated bottle filler.
8. Dishwashers: If required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, dishwashers shall have dedicated booster heat units that meet all code requirements.
9. Valves and Shut-offs

- a) Provide isolation valves at all pieces of equipment and at each restroom fixture for both hot and cold water. Each restroom facility is to have separate water shut-off.
- b) Locate valves where they can be reached for service in hallways and public spaces where possible.
- c) Valves and other operable fittings must be tagged. A valve tag schedule shall be provided as part of project closeout documentation. Properly identify all valves and locations.

10. Pumping Systems

- a) Primary/secondary systems are recommended. If minimum flows are required, use separate, constant flow primary water pumps and variable flow secondary systems.
- b) Pumps used in closed loop hydronic piping are to be designed to operate to the left of the peak efficiency point on their curves (high head, less flow) to compensate for variances in pressure drop between calculated and actual valves without causing pump overloading. Do not use pumps with steep curves due to limiting of system flow rates. Pumps are to operate at no less than 75% efficiency for their performance curve.
- c) Packaged variable flow pumping may be used. However, pumps and their controls are to be supplied by the same manufacturer.
- d) All closed loop heating and cooling systems shall be treated with a corrosion inhibitor.

11. Piping Systems

- a) Provide cathodic protection or other means of preventing pipe corrosion.
- b) Isolation valves, shut off valves, by-pass circuits and unions are to be provided as necessary for piping at equipment to facilitate equipment repair and replace backer. Equipment requiring isolation includes boilers, chillers, pumps, coils, terminal units and heat exchangers. Valves are to be provided for zones off vertical risers.
- c) All pipe is to be labeled and color-coded according to ANSI Z535.1-1991 Safety Color Code and ANSI A13.1-1981 Scheme for Identification of piping Systems. Pipe markings must effectively communicate the contents of the pipes and give additional information if special hazards (such as extreme temperatures or pressures) exist, i.e. "Steam 110PSIG". Arrows shall indicate direction of flow. Label placement shall insure that labels can be easily read based upon label elevation and viewing angle of individual. Labels, at a minimum, shall be placed within six feet of valves, where change in direction occurs, on entry/re-entry points thru wall and floors and on straight segments with spacing between labels that allows for easy identification.
- d) Valves and other operable fittings must be tagged. A valve tag schedule shall be provided as part of project closeout documentation. Properly identify all valves and locations.
- e) Copper piping shall be used on all domestic and hydronic piping systems. PEX piping may be permitted in limited applications if reviewed and pre-approved in writing by project team.
- f) All closed loop heating and cooling systems shall be treated with a corrosion inhibitor.

12. HVAC Systems

- a) HVAC air distribution requires the establishment of minimum Indoor Air Quality (IAQ) performance to enhance indoor air quality in building by complying with minimum requirements of ASHRAE.
- b) Provide properly installed condensate drains to prevent build-up of condensate in air handling unit or other equipment drain pans.
- c) All closed loop heating and cooling systems shall be treated with a corrosion inhibitor.
- d) For HVAC piping systems, provide isolation valves at all pieces of equipment and coils for maintenance and service. Locate the valves where they can be reached for service.
- e) HVAC piping insulation shall be installed on all piping, valves, terminal units and all section.
- f) Do not leave un-insulated gaps between components that can cause condensation.

- g) Location of temperature sensors and thermostats shall be coordinated with furniture, equipment, and window locations.
 - h) Kitchen hood design must meet NFPA regulations as well as all local health department requirements.
 - i) Ductwork should be protected from construction contamination and proven clean prior to occupancy. Air filtration systems shall meet or exceed a MERV 13 rating. Air filters shall be new at the time of occupancy.
 - j) Provide acoustical sound boots at ceiling return air grilles at offices, meeting rooms and conference rooms if walls do not extend to the roof/floor deck above or if a separate return air duct system is not provided.
 - k) Air handlers are to be equipped with variable frequency drives to control fan motor speed.
13. Vibration and Acoustical Isolation
- a) Isolate all moving equipment in the building under dynamic loading.
 - b) Use flexible connections for piping/ductwork terminations.
 - c) All wall/floor openings for ducts and piping are to be sealed except at shafts dedicated to gas piping which must be ventilated.
 - d) Reduce fan vibrations immediately outside of all mechanical room walls by acoustically coating or wrapping the duct.
 - e) Provide spring and rubber isolators for piping 2-inches and larger hung below tenant occupied spaces.
14. Layout of Mechanical Spaces: Mechanical rooms are to be laid out with clear aisles and access to all equipment. Lighting is to be laid out so as not to interfere with equipment. Housekeeping pads are to be 3-inches wider than the mounted equipment on all sides.
15. Building Mechanical Specialties
- a) Electrical Generators: If required in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, fuel systems, capacity and system components being supplied with backup emergency generator shall be clearly defined and specified in the Lease or Specification requirements.
 - b) Computer Data Centers Server Rooms: If required in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards or the building program, provide special HVAC equipment required for any Computer Data Centers, Server Rooms, or Computer Training Rooms.

TABLE M1 – General Office Mechanical Space requirements

Mechanical Minimum Design Requirements for General Office Space		
Code Reference	HVAC Systems –Michigan Uniform Energy Code, latest edition Michigan Mechanical Code, latest edition Ductwork – SMACNA, latest edition Plumbing -- Michigan Plumbing Code, latest edition	
Temperature	73°F ± 4°F (± 5°F for Leases)	
Humidity	30-50%	
Ventilation	Office Space: 20 cfm per person or 0.2 cfm / sq. ft. (whichever is greater) Break Room: 30 cfm per person Waiting Area: 15 cfm per person Kitchen/Toilet/Custodial Closet: 10 air changes per hour and 100% exhaust	
Air Conditioning	Equipment: 3 watts / sq. ft. Lighting: 2 watts / sq. ft.	
Ductwork	Supply and Return air shall be ducted (except at raised floor systems). Return air plenums are not acceptable. Duct insulation shall be external wrap only; no internally lined duct will be accepted. Flex duct allowed within 10-feet of ceiling diffusers.	
Miscellaneous	Provide a minimum of 1 electric water cooler and drinking fountain combination unit with bottle filler per floor. Locate adjacent to restrooms.	
Standard Piping Material	Use	Comments
ASTM Schedule 40	Chilled water up to 12-inch diameter. Condenser water up to 12-inch diameter.	150 psi fittings. Standard weight pipe over 12-inch diameter. 150% of working pressure
	Hot water	Test to 300 psig.
	Natural gas	Weld and test to 300 psig
ASTM schedule 80	Steam over 15 psig	Test to 500 psig, 150% of working pressure
Copper tubing (<i>PEX may be permitted in limited applications if reviewed and pre-approved in writing by project team prior to RFP Response</i>). <i>ProPress style fittings up to 1 ¼" are permitted.</i>	Chilled water, Condenser water	Builder option. Use type K below ground and type L above ground.
	Domestic water	Lead free solder connections
	Refrigeration	Type ACR
Cast Iron	Sanitary, waste and vent	

PVC	Storm, waste and vent	Below grade and non-plenum locations where sound transmission does not affect Agency business operations
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XI. ELECTRICAL

- A. Meet or exceed all State of Michigan and local vicinity code and regulation requirements for the electrical systems in all SOM leased, owned, or operated facilities. Some of the requirements of this standard exceed code requirements.
- B. When an existing facility or building is being used, all existing circuits (including wiring, connections, and disconnects), proposed for reuse shall be thoroughly inspected for size, condition, and suitability for re-use, and labeled.
 - 1. All existing wiring, conduit, and devices no longer being used shall be completely removed and not abandoned in place. All existing unused power supply wiring or cabling shall be completely removed back to supply distribution panel and circuits breakers relabeled as "Spare" or with the new circuit title.
 - 2. All openings in existing walls, floors, and shafts shall be properly fire-stopped after the removal of old conduit and wiring.
- C. Electrical Site Design and Planning
 - 1. Spare conduits shall be provided at all primary, secondary, and panelboard feeders for future use.
 - 2. Electrical metering locations and metering sockets must be acceptable to the local utility company.
 - 3. New transformers shall be free of any hazardous materials (PCB's, asbestos, etc.), and dry type transformers are preferred.
 - 4. Exterior lighting design and layout shall meet the latest requirements of the LEED standards established for the project and conform to Dark Skies requirements.
 - 5. Planning should include optional locations, both public and secured, for Electric Vehicle (EV's) Chargers identified in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards to be installed. Location, quantity, and type will be determined case by case.
 - 6. All underground conduit and duct banks shall be watertight and sloped to manholes or junction boxes with a sump.
 - 7. All underground conduit/wiring shall be buried with a marker/tracing wire and a plastic warning tape approximately one foot above the conduit/wire.
 - 8. Lightning protection shall be provided for all buildings and associated structures per NFPA and any other code requirements.
- D. Electrical Building Design/Planning
 - 1. Circuit Planning: Planning shall include locations of copier, microwaves, coffee machines, dishwashers, and vending machines. Provide as a minimum, 20-amp dedicated circuits with isolated grounds to all copy machines. Provide as a minimum a separate 20-amp circuit for each device.
 - a) Provide as a minimum isolated ground 20-amp circuits with surge protected receptacles for all main computer hub network equipment and audio-visual equipment.
 - b) Provide a minimum of a twenty-five (25%) percent spare capacity above maximum demand for future growth of the electrical system.

- c) Dedicated isolated-grounded circuits are not required for computer receptacles.
 - d) Provide a minimum of one (1) 120-volt duplex receptacle in all building entrance vestibules.
2. General:
- a) Planning shall take into consideration the Lessee/Tenant State Agency's Phone and Data systems, security system components including cameras, card access systems, door monitoring systems, and any other components included in the security system.
 - b) If a Fire Alarm system is required place annunciation panels in a location coordinated with the Lessee/Tenant State Agency. If a connection to the local fire department is required, it shall be included.
 - c) All electrical panels, control panels, and disconnect panels shall be lockable and within the building all be keyed alike. (Lock hasps are acceptable).
 - d) Provide concrete housekeeping pads for all floor mounted electrical equipment. Pads are to be a minimum height of 3 ½ inches and extend a minimum of 6 inches beyond the perimeter of each piece of equipment.
3. Electrical Power Requirements
- a) Full Height Offices: Provide 4 standard 120-volt, 20-amp duplex receptacles supplied by a 20-amp general service circuit. One of the four shall be an orange isolated circuit receptacle.
 - b) Conference Rooms: Provide 4, 120-volt, 20-amp duplex receptacles.
 - c) Conference, Lunch, and Break Rooms: Provide 1, 120-volt, 20-amp GFI duplex outlet near the counter/sink.
 - d) Furniture Systems: Provide for each grouping of 4 cubicles or less, a wiring assembly consisting of 8 conductors back to the circuit breaker panel, to yield at the systems furnishings 3 hot, 3 neutral, 1 common ground and 1 isolated ground (either three 15-amp or three 20-amp breakers.) Power may come through the ceiling, floor or wall but may not exceed the ratio stated above.
 - e) Connections to systems furniture: The State will supply base feed power conduit (from furniture systems manufacturer) or power poles. Base Feed is preferred. Each group of 4 workstations will require a power pole or a base feed. Provide 90-degree elbows for power and communications at connection to exposed wall and floor boxes. Installation of base feed or power poles is by Lessor. Direct, final and complete connection to the modular furniture system shall be the responsibility of the Lessor, including cutting ceiling tiles to accommodate installation of Lessee supplied power poles. All work shall be coordinated with electrical contractor.
4. Firestopping: Provide U.L. listed firestopping assemblies for all openings and sleeves through floors and firewalls. Telephone, data, or other communications cable sleeves shall be fire-stopped after the respective contractor's work is complete.
5. Cabling:
- a) Whenever possible, below grade electrical, telephone, and data cabling are to be installed in concrete encased duct banks. Telephone and data are to be separated from electrical power with independent conduit systems.
 - b) All telecommunications cabling shall be kept in trays and/or conduit separate from primary or secondary power cabling. In occupied space with open ceiling, cable trays or conduit are required, other CMS systems are not permitted. See requirements of [1345.00.02 ENTERPRISE OPERATIONS CENTER – USER EXPERIENCE](#) for cabling, tray, conduit, and building entry requirements.
 - c) All cabling to be labeled.

6. Lighting

- a) Lighting controls used in public areas are to comply with ANSI/ASHRAE/IESNA regulations.
- b) Lighting fixtures shall be located where practical, so scaffolding is not required for lamp replacement.
- c) Lighting in all occupied rooms will be controlled by an automatic sensor with a manual wall switch override. Locate sensors to avoid nuisance triggering.
- d) Lighting shall be LED, utilization of smart lighting controls preferred, with a color range between 3500 and 4000K. Lighting levels shall meet or exceed the recommendations of the IESNA Handbook for the use of each space. Daylight harvesting and occupancy controls are required if the lighting system is not managed with the BAS system. On-site accessible overrides are required if lighting is scheduled through the BAS system.
- e) All electrical system components and devices shall be independently supported from the building structural framing members and supported per manufacture's recommendations.
- f) Provide adequate LED lighting, including emergency lighting, to service all equipment in mechanical rooms. Provide GFI service outlets for supplemental lighting in mechanical spaces. Provide GFI outlets within six (6) feet of Control Panels.
- g) Provide emergency lighting as required by code or if required in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards. Emergency lighting shall be tied to an emergency generator, provided with battery back-up, or dual-feed electrical supply.

7. Wiring:

- a) All building electrical systems wiring smaller than AWG # 10 shall be copper.
- b) All electrical circuits or main feeders shall be solid tubular (Non-flexible) type conduit. *Flexible conduit is only acceptable as a 6-foot whip for light fixtures, power poles, or a 12-foot whip for wall box drops.*
- c) All receptacles and switches shall be a minimum of specification grade quality.
- d) Emergency circuit receptacles, switches, or devices shall have color RED bodies.
- e) If surface mounted raceway is required and non-exposed conduit is not feasible then painted "Wiremold" is required.
- f) All wiring to be labeled.

8. Building Electrical Specialties

- a) Electrical Generators: If required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide emergency electrical generator with required switching for the capacity and system components determined in the RFP. Alternatively, provide an external portable generator hookup and transfer switch.
- b) Elevators – meet all code requirements, including ADA requirements. All elevators shall be equipped a battery backup device that allows for exit of any persons trapped in elevator when building or local power is lost.
- c) Computer Data Centers Server Rooms: If required in the Request for Proposal (RFP), Program, or State Agency Supplementary Standards or the building program, provide required electrical for any Computer Data Centers, Server Rooms, or Computer Training Rooms.

XII. COMMUNICATIONS

Follow the requirements of the DTMB Network and Telecommunication Infrastructure Facility Standard 1345.00.02 (included below) for the design of building entrances, main telecommunication rooms, telecommunication rooms, pathways, backbones, cabling, and other communications systems. Wiring will be performed by the DTMB or their contractor; however, all conduit, electrical service, and infrastructure shall be part of the building’s design and construction contract. [1345.00.02 ENTERPRISE OPERATIONS CENTER – USER EXPERIENCE](#)

Acronyms and Glossary Specific to Communications

ANSI/TIA Standards	Standards compiled by the American National Standards Institute and the Telecommunications Industry Association for voice and data design and planning.
BICSI	Building Industry Consulting Services International – Helps develop standards and guidelines for networking. Its certifications are de-facto standards for cable installers.
BTUH	British Thermal Unit per Hour
CAT 3	Category 3 – An unshielded twisted pair cable designed to carry voice and data up to 10 megabits per second (Mbs) and with transmission frequency of up to 16 Mhz.
CAT 5	Category 5 – An unshielded twisted pair cable that can support data speeds of 100 Mb or more. It provides performance up to 100 Mhz.
CAT 5e	Enhanced Category 5 – An unshielded twisted pair cable that can support 1000 Mb, i.e., gigabit speed.
CMS	Cable Management System
DMARC	Demarcation Point – the physical location where the public network of a telecommunications organization such as a phone or cable company ends and the private network of the customer begins. This is usually where the cable physically enters a building.
fc	Footcandles; lumens per square foot
MTR	Main Telecommunications Room
Systimax®	Network infrastructure product family in use in State of Michigan facilities
TR	Telecommunications room
Office Area	The measured area of the area where a tenant normally houses personnel and/or furniture. This area does not include building common space such as mechanical rooms, lobbies, and vending areas.

Conform to ANSI/TIA 569-C and BICSI standards at minimum, unless reviewed and coordinated with DTMB SFA and Telecommunications Division. Coordinate and confirm layout and design of the telecommunications system rooms, conduits, pathways and systems with the DTMB Telecommunications Division.

A. Building Entrance

1. DMARC:

- a. Each building or suite will require a DMARC or Demarcation Point, a physical location where the public network of a telecommunications organization such as a phone or cable company ends and the private network of the customer begins. This is usually where the cable physically enters a building.

2. CONDUIT:

- a. Three (3) conduits of 4” diameter rigid steel, placed a minimum of 24” below finished grade, and painted with corrosion inhibiting paint, shall be placed from the property line to an outside hand-hole. All ends of conduit shall have an insulated bushing at each end to seal out debris and water. Location and placement of conduit shall be coordinated with the DTMB Telecommunications Division.
- b. Three (3) conduits at the building entrance from an outside hand-hole to the DMARC, of 4” diameter rigid steel, placed a minimum of 24” below finished grade and painted with corrosion inhibiting paint. All

ends of conduit shall have an insulated bushing at each end to seal out debris and water. Location and placement of conduit shall be coordinated with the DTMB Telecommunications Division.

- c. Conduit within the building shall be reamed and have an insulated bushing at each end, and shall be bonded and grounded.

3. BENDS:

- a. All bends shall be made with a sweeping radius; no sharp 90 degree bends are allowed.
- b. If bends in the total length of conduit from the property line to the hand-hole exceed one hundred eighty (180) degrees, a 3'-0" x 3'-0" accessible junction box shall be placed at each point where adding another bend would exceed the one hundred eighty (180) degree limit.

4. HAND-HOLES:

- a. Hand-hole shall be placed within 30'-0" of the entrance wall.
- b. Hand-hole shall be a minimum of 3'-0" x 3'-0" and 1'-6" deep.

B. Main Telecommunication Room (MTR)

1. LOCATION AND SIZE (MTR):

- a. Each building shall have a Main Telecommunication Room (MTR). Depending on the building size and configuration, additional Telecommunication Rooms (TRs) may be required. Each floor in a multistory building, except the floor containing the MTR, shall have at least one TR.
- b. Size of MTR is to be: .75 SF per 100 square feet of Office Area or less, unless otherwise negotiated with DTMB Telecommunications.
- c. In multi-story buildings, the MTR shall be placed in line with the stacked TR's located on each floor. Center the MTR within the building vertically and horizontally. The MTR and TRs shall be located central to the building or suite floor plan, but so that the maximum length of the station cable terminating in the TR does not exceed two hundred ninety (290) linear feet.

C. Telecommunications Rooms (TR)

1. SIZE AND LOCATION:

- a. Each TR shall house, at a minimum, information outlet terminations, cable terminations for the riser system, and at least one cabinet.
- b. TRs shall be located central to the building or suite floor plan, but so that the maximum length of the station cable terminating in the TR does not exceed two hundred ninety (290) linear feet.
- c. TRs shall be stacked in multistory buildings.
- d. Size of TR in Offices:

Floor Size	Closet Size
10,000 Office Area SF	10' x 11'
8,000 Office Area SF	10' x 9'
5,000 Office Area SF	10' x 7'
Uses under 5,000 Office Area SF	3' x 7' minimum, with double doors providing access

D. Design and Construction Requirements for Main Telecommunications Room (MTR) and Telecommunications Rooms (TR):

1. ARCHITECTURAL REQUIREMENTS:

- a. Ensure simple unloading and equipment movement to and into the MTR and TRs.
- b. Hazardous elements such as water, fire suppression, drainage, steam, gas piping, or explosive or corrosive atmospheres shall be excluded from the MTR or TRs. There shall be no electrical cabinets or transformers in the MTR or TRs.
- c. Dry or gaseous fire suppression equipment is recommended.

- d. Walls shall extend to deck above (see also wall type legend).
- e. Ceiling height shall be 8'-6" minimum.
- f. Walls shall be constructed of masonry, concrete block, or stud and drywall construction with the fire rating required by code.
- g. Glass in doors or walls shall be security glass with the fire rating required by code.
- h. Floor shall be antistatic floor tile or sealed concrete. Carpet is not allowed.
- i. Two adjacent walls (termination field walls) shall be covered with ¾" clear grade fire-retardant plywood from 1'-6" above finished floor to 8'-0" above finished floor.
- j. A minimum of two (2) 4" diameter conduit sleeves placed between stacked TR Closets as risers (and between MTR's and all TR's), extending a minimum of 1" above the finished floor, placed adjacent to the plywood-covered termination field wall. Some systems may require additional risers. In all cases, one extra empty sleeve shall be installed. All metal conduits and metal sleeves shall be reamed and bushed at both ends. All conduit sleeves shall be fire-stopped.
- k. Provide a fire extinguisher at each MTR and TR.

2. DOOR AND HARDWARE:

- a. Door shall be 36" x 80", out-swinging.
- b. Door hinge pins shall be non-removable or installed on room interior.
- c. Locksets shall be:
 - i. High-security pin-tumbler double cylinder locks with key-operated mortise or rim-mounted dead-bolt
 - ii. Dead-bolt throw shall be one inch or longer.
 - iii. Cylinders shall have five or more pin tumblers
 - iv. Card key or sequenced button activated locks with electric strikes, are authorized on a limited basis.

3. HVAC:

- a. MTR shall be environmentally controlled 24/7 preferably by standalone HVAC system. Environmental equipment shall be provided with emergency power.
 - i. Temperature range: 65 – 85 degrees Fahrenheit
 - ii. Humidity range: 20 – 60 % dry-bulb Relative Humidity
 - iii. Heat load requiring dissipation: 750-10,000 BTU/H per cabinet (assume three cabinets per room).

4. ELECTRICAL:

- a. The MTR shall contain the main telephone ground bar; each TR shall contain a telephone ground bar. All telephone ground bars shall be a two-hole configuration that accommodates two-hole ground lugs. The telephone ground bars shall meet ANSI/TIA standards.
- b. MTR electrical distribution:
 - i. One 110/208V 200A power panel connected to emergency power, equipped with transient voltage surge suppression.
 - ii. Convenience Power: One 15A minimum 110V circuit distributed on duplex wall plugs on each wall.
 - iii. Equipment Operation Power: Three (3) emergency powered 20A 110V circuits distributed on six (6) duplex wall outlets located on walls with plywood. Outlets shall be orange in color.
 - iv. All AC electrical power shall be on dedicated branch circuits.
- c. TR electrical distribution:
 - i. One 110/208V 200A power panel connected to emergency power, equipped with transient voltage surge suppression
 - ii. Convenience Power: One 15A 110V circuit distributed on duplex wall plugs on each wall.

- iii. Equipment Operation Power: Two (2) emergency powered 20A 110V circuits distributed on four (4) duplex wall outlets located on the walls with plywood. Outlets shall be orange in color.
- iv. All AC electrical power shall be on dedicated branch circuits.
- d. Lighting requirements (MTR and TR):
 - i. Rooms shall have LED emergency lighting or lighting supplied with emergency power.
 - ii. Lighting level shall be 30 fc, measured at floor level.
 - iii. Lighting shall be on a separate circuit from the equipment or convenience power.

5. CABLES AND TERMINATIONS:

- a. TR voice terminations will be made on the wall with plywood.
- b. The voice wall field will consist of 110A-type connecting blocks.
- c. TR data cables shall terminate in equipment rack-mounted patch panels that must support the applicable Category certified data rate.
- d. Horizontal cable shall be plenum or non-plenum rated depending on the application required by the applicable codes such as the National Electrical Code.
- e. The TR wall field shall incorporate a CMS (see Horizontal Pathways, below).
- f. CAT 3 voice jacks shall be ivory in color.

6. EQUIPMENT RACKS:

- a. Equipment racks in a TR shall be equipped with a CMS (see Horizontal Pathways, below).
- b. Equipment racks shall be provided with clearances as prescribed in BICSI standards.

7. VERTICAL BACKBONE CABLING PATHWAYS

Continuous vertical communication backbone cabling pathways between the MTR and TRs in multistory buildings shall have fire-stopped conduit sleeves as described in D.1.j above. Follow the recommendations of the "Building Automation System Cabling Standard Intelligent Building Systems Cabling Standard" for planning pathways. Should the MTR and TRs not be stacked vertically, provide 4" diameter conduit runs with no more than two 90-degree bends between pull points. Do not locate backbone cabling pathways in elevator shafts.

8. HORIZONTAL PATHWAYS

Each floor of the building shall have a cable management system (CMS). The CMS may consist of cable trays, J-hooks and/or conduit. The CMS will carry voice, data, and video cable from the MTR or TR to the workstation. The CMS shall have no sharp edges. Metallic cable trays and conduits must be bonded and grounded.

9. TELECOMMUNICATIONS SYSTEMS

The State of Michigan has standardized procurement on the Systimax® family of products for structured cable systems (SCS) throughout state buildings. The data portion of the Systimax® SCS will be certified to operate at the maximum bandwidth of the category classification of the cable and hardware. The voice portion will be certified to operate at EIA/TIA Category 3 levels. The cable system shall have a minimum twenty-year warranty to cover both labor and materials, provided by the equipment manufacturer and not the installing contractor. CommScope shall provide Systimax® test records to the SOM.

10. HORIZONTAL CABLE SYSTEMS

The horizontal cabling system shall meet, but not be limited to, ANSI/TIA and BICSI standards. Voice cable shall be CAT 3 or above and data cable shall be CAT 5e or above. Cable shall be run within the

CMS as described in “Horizontal Pathways” above. All data cables will be certified to operate at the maximum bandwidth of the Category classification of the cable.

XIII. SITE UTILITIES (NEW CONSTRUCTION)

- A. Lessor or Lessor’s A/E Design Professional is to contact local utility companies to determine system capacities and obtain utility service, easements, etc. Site utilities must comply with codes, regulations, and local ordinances.
- B. Locate all utility lines behind curbs and in unpaved areas if possible. Do not locate water lines under foundations, streets, drives, parking areas or other inaccessible areas.
- C. Fire hydrants are to be placed less than 300 feet from all points of the building façade, within 5 feet of fire truck access road and within 100 feet of the building Siamese connection.
- D. Locate sanitary sewer lines in unpaved areas, at least 10 feet from potable water lines.
- E. Provide manholes at all intersections, changes in pipe size and changes in gradient.
- F. Manhole spacing: pipe < 18”: 300 feet and pipe ≥ 18”: 400 feet.
- G. Provide cleanouts at service lines 5 feet from building and at all bends where manholes are not used.
- H. Provide separate storm system even if connected to a dual service main.
- I. Use a minimum 10-year storm frequency for design of parking lots. Use piped gravity flow system (no open ditches). Permeable paving is allowed; however, Lessor must maintain and clear the paving pores.
- J. Roof downspouts are to be connected to onsite storm drainage structures at all locations within 25-feet of a door. All others are to be routed to discharge a minimum of 6-feet from the building perimeter.

XIV. EXTERIOR IMPROVEMENTS

- A. Paving Design: new paving shall be asphaltic concrete paving or Portland cement concrete in accordance with referenced portions of the 2012 Edition of the “MDOT Standard Specifications for Construction”. [MDOT 2012 & 2020 STANDARD SPECIFICATIONS FOR CONSTRUCTION](#)
- B. Existing paving shall be in a “like new” condition. Areas deemed not acceptable by the State will be repaired to be in “like new” condition. Existing paving must meet ADAAG requirements for slopes, cross-slopes, and condition; deteriorated paving, potholes, and large cracks constitute a walking hazard.

1. Asphaltic Concrete Paving shall consist of:

Minimum 6” sand-gravel sub-base:	MDOT 22A
Bond or tack coat asphalt emulsion:	MDOT SS-1h or MDOT MS-2a.
Bituminous leveling course:	MDOT Mixture 1100L
Coarse aggregate:	20A
Minimum thickness of leveling course:	3” (75mm)
Bituminous top course:	MDOT Mixture 1300T
Coarse aggregate:	20-AAA
Minimum thickness of top course:	1-1/2” (38 mm)

New bituminous pavement and existing bituminous pavement shall be prepared and sealed with a coal tar emulsion sealer. Application of sealant shall be as recommended by the manufacturer and performed upon initial delivery of the leased premises and 2 years after possession.

2. Portland Cement Concrete Paving shall consist of:

Minimum 6" sand-gravel sub-base:	MDOT22A
Reinforcement:	6" x 6" (W1.4) wire mesh
Minimum compressive strength:	4000 PSI in 28 days.
Minimum cement content:	6 bags
Minimum air-entrainment:	5%
Maximum slump:	4"
Minimum thickness:	5" depth.

3. Provide slip resistant finishes at exterior concrete surfaces subject to foot traffic.

4. Parking lot drives shall not be crowned. Provide areas for piling of snow.

C. Site Amenities

1. Parking lot lighting, landscape lighting, site amenities and site signage design are to have similar design features to compliment each other and the facility.

2. If required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide 10 space bike rack permanently affixed to the pavement, no less than 25' from entry and visible from entry. Coordinate location with in-slab snowmelt or other piping.

3. If required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, provide a flagpole(s) with simple access.

4. Provide concrete filled pipe bollards of a minimum 4" diameter, primed/painted or sleeved at exterior locations subject to damage, i.e. dumpster pads, electrical transformers, mechanical devices, gas meters, generators, water valves, etc.

5. Dumpsters shall be screened from public view, refer to Site Circulation within General Requirements for more information.

6. Provide windproof trash containers outside each outside entrance.

7. Exterior building street numbers and signs: Building numbers and letters shall be not less than 12" high with a minimum 2" stroke shall be provided and installed, identifying the address, "State of Michigan" and the name of the office or function. These signs will be visible from two directions on main thoroughfares.

8. Cigarette disposal bin(s) and "No Smoking" signs to be provided at the employee and customer entrance(s).

9. If required by the Request for Proposal (RFP), Program, or State Agency Supplementary Standards, install any specialized signs provided by the Tenant Agency.

XV. GLOSSARY

The terms “approved”, “required” and “as directed” refer to and indicate the work or materials that may be approved, required, or directed by the Michigan Department of Management and Budget, Real Estate Division, the DMB, Office of Design and Construction or the Michigan Department of State.

The term “building code” and the term “code” refer to regulations of building code enforcement agencies having jurisdiction in compliance with Act Number 230 of the Public Acts of 1972, as amended, being M.C.L. §125.1501 et seq. (State Construction Code Act of 1972).

Construction Documents shall include a complete architectural site plan indicating boundary and/or topographic surveys, demolition, erosion plan, grading, lighting, utilities, building location, sidewalks, parking lot, drives, curbs, fences, signs, landscaping, and other site considerations. Construction Documents are to include all structural, mechanical, electrical and furniture plans and specifications.

The term “DTMB” shall refer to the Michigan Department of Technology, Management and Budget’s Design and Construction Division and Real Estate Division, which acts as agent on behalf of the Lessee/Tenant State Agency.

Lessor/Lessee: The terms Lessor and Lessee are used in a generic fashion in this document. The Lessor may also represent the Contractor or Construction Management firm that is providing a building facility to the State of Michigan. The term Lessee is used as the generic term for the State of Michigan as the end user and/or Owner. Design Professional is the generic title used in this document to describe the Professional Architect or Engineer that is designing the facility being provided.

The term “product” includes materials, systems and equipment.

The term “provide” includes furnishing and installing in a professional manner, a product complete in place, tested and approved.

The terms “shown”, “indicated”, “detailed”, “noted”, “scheduled” and terms of similar import refer to requirements contained in these specifications for the building or space being offered for lease.

The term “similar” means in its general sense and not necessarily identical.

The term “systems furnishings” means interlocking components of portable and moveable wall panels, writing surfaces, shelves, tackboards, drawers, power poles, etc. of varying sizes which are assembled to create separate work stations for each employee or each work function, that are owned by the Lessee, and are not normally attached to the Leased premises, except for electrical connection attachment. Systems furnishings shall not include floor-to-ceiling wall partitions.

END OF OFFICE CONSTRUCTION AND FITOUT DESIGN AND CONSTRUCTION STANDARDS

**ENCLOSURE "D" TO LEASE #10724-2024 BY AND BETWEEN TUSCOLA COUNTY, AS LESSOR,
AND THE STATE OF MICHIGAN BY THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT &
BUDGET, FOR MICHIGAN STATE POLICE, AS LESSEE.
PAGE 1 OF 1**

SAMPLE ESTOPPEL CERTIFICATE

Date

Lessor Name/Mailing Address

Attn: Name of Lessor

Subject: Department of XXXXXXXXXXXX, Located at 1445 XXXXXXXXXXXX Avenue, Anytown, Michigan (#1234)

A review of the lease between XXXXXXXXXXXXXXXXXXXX and the State of Michigan for the above facility has been requested. Information obtained from this review might be used in negotiations for a possible change in ownership or financing of the facility.

The undersigned [is/is not] in possession as a tenant of certain rental space situated at [address of premises], Michigan, consisting of x,xxx square feet of [office/ warehouse/ residential/ (other)] space with a monthly rental of \$xx,xxx.xx. In connection therewith, the undersigned represents as follows:

The Leased premises [are/ will be] occupied pursuant to a certain written Lease dated [month/ day/ year] between the State of Michigan, as Lessee and [Lessor's name], a [corporation/ partnership/ trust/ estate etc.] as Lessor. Such Lease is presently in full force and effect [and has been amended "x" times].

The term of possession provided in the Lease [commenced/ commences] on [month/ day/ year] and expires on [month/ day/ year]. Renewal options are provided which can be exercised to extend possession to [month/ day/ year]. [Actual possession took place on [month/ day/ year] at which time rental payments started]. [An agreement [was/ was not] written to change the Lease dates to coincide with the date of possession].

This Lease [may] contain(s) a [lump-sum/ rental rate] adjustment clause for [liability insurance/ real property taxes/ other].

The undersigned [has/ has not] accepted possession of the Leased premises. Obligations or improvements required by the terms of said Lease, to be furnished or made by the Lessor to the premises, have been completed to date to the satisfaction of the undersigned with the exception of the following items:

1. [items listed here], 2. etc., and 3., etc.

The most recent rent paid to the Lessor or Lessor's agent was for the month of XXXXXX; no rent has been paid more than thirty days in advance of its due date. There is no security deposit. The last payment of its proportionate share of real property taxes and insurance was made by the undersigned to the Lessor on [month/ day/ year] as a part of the regular monthly rental payment; no such payment has been made more than thirty days in advance of its due date.

The State [pays utilities directly with the exception of water and sewer service; proportional payment for water and sewer service made directly to the Lessor upon presentation of a billing document from the city. Common area expenses are paid as a part of the monthly rental].

The undersigned knows of no default or breach of the Lease by either the Lessor or State except obligations or improvements listed above - if any. The Lessor holds no deposit or other property of the State. There are no offsets, claims, or rent deductions except those which might be made by the State by its Department of XXXXXXXXXXXX. The Lessor should contact [name of State agency contact person] for information about rent deductions. The Lease (as amended) represents the entire agreement between the parties as to the Leased premises.

Sincerely,

XXXXXXXXXX
XXXXXXXXXX
XXXXXXXXXX

c: Department contact person
File

**ENCLOSURE "E" TO LEASE #10724-2024 BY AND BETWEEN TUSCOLA COUNTY, AS LESSOR,
AND THE STATE OF MICHIGAN BY THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT &
BUDGET, FOR MICHIGAN STATE POLICE, AS LESSEE.
PAGE 1 OF 2**

SAMPLE NONDISTURBANCE AGREEMENT

This Agreement between _____, hereinafter called "Mortgagee," the State of Michigan by the Department of Technology, Management & Budget for the Department of _____, hereinafter called "Lessee," and _____, hereinafter called "Lessor," which terms "Lessor," "Lessee," and "Mortgagee" shall include the successors and assigns of the respective parties.

THE FOLLOWING is a recital of facts underlying this Agreement:

By State Lease #****, [as amended], which is by reference made a part of this Agreement (hereinafter the Lease), Lessor in consideration of the rents reserved therein, and of the terms, covenants, conditions, and agreements set forth in the Lease, has demised and let to Lessee, and Lessee has leased from Lessor, certain premises described in Lease paragraphs 2.1 and 2.2, located in _____, for an original term extending until (date), and for any exercised extensions.

Mortgagee is the holder of a mortgage made by (name of Lessor), dated _____ which mortgage covers the real property described in Lease paragraphs 2.1 and 2.2 and buildings thereon, and other property, rights, franchises and privileges more particularly described in the Mortgage (which collectively are herein called the "Mortgaged Property").

Lessor is the owner and holder of title to the Mortgaged Property.

Mortgagee shall recognize Lessee's rights under the Lease in the event of a foreclosure of Mortgagee's lien.

The parties agree as follow:

So long as Lessee is not in default (beyond any period given Lessee to cure such default) in the payment of rent or additional rent, or the performance of any other terms, covenants, or conditions of the Lease, Lessee's possession under the Lease and Lessee's rights and privileges thereunder, or under any extensions or renewals thereof that may be affected in accordance with any option contained in the Lease, shall not be diminished or interfered with by Mortgagee. (The term "Mortgagee" shall include any purchaser at a foreclosure sale). Lessee's occupancy shall not be disturbed by Mortgagee during the term of this Lease or any extensions or renewals thereof.

As indicated in Lease Article X, when Mortgagee is substituted as the Lessee's Lessor, Mortgagee is subject to the obligation of the Lease including any amendments to the Lease. It is the intention of the parties hereto to incorporate the Lease into this Agreement by reference with the same force and effect as if set forth fully verbatim herein.

**ENCLOSURE "E" TO LEASE #10724-2024 BY AND BETWEEN TUSCOLA COUNTY, AS LESSOR,
AND THE STATE OF MICHIGAN BY THE DEPARTMENT OF TECHNOLOGY, MANAGEMENT &
BUDGET, FOR MICHIGAN STATE POLICE, AS LESSEE.
PAGE 2 OF 2**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Lessee: State of Michigan
By: _____
Name: _____
Title: _____
Date: _____

*State of Michigan, County of _____.
|
| Acknowledged before me this _____ day of _____, 20_____, by _____

| the _____ of _____, State of Michigan.
* _____, Notary Public in the County of _____,
| Notary signature
* Acting in the County of _____, State of Michigan. My Commission
expires: _____.

Lessor:

By: _____
Name: _____
Date: _____

*State of Michigan, County of _____.
*
* Acknowledged before me this _____ day of _____, 20_____, by _____

| _____ Name of Lessor
| the _____ of _____,
* _____, Notary Public in the County of _____,
* Notary signature
* Acting in the County of _____, State of Michigan.

| My Commission expires: _____.

Mortgagee: _____

By: _____
Title: _____
Date: _____

*State of Michigan, County of _____.
*
* Acknowledged before me this _____ day of _____, 20_____, by _____

| _____ Name of Mortgagee
| the _____ of _____,
* _____, Notary Public in the County of _____,
* Notary signature
* Acting in the County of _____, State of Michigan.

| My Commission expires: _____.



STATE OF MICHIGAN
DEPARTMENT OF STATE POLICE
LANSING

GRETCHEN WHITMER
GOVERNOR

COL. JAMES F. GRADY II
DIRECTOR

February 17, 2026

Dear Local Emergency Management Coordinator:

Enclosed is the Fiscal Year 2025 Emergency Management Performance Grants (EMPG) Grant Agreement package. Please return the required grant documentation listed on the enclosed **Subrecipient Checklist** to our office via email:

Attention: Mr. Paul Lounsberry
Emergency Management and Homeland Security Division
Michigan Department of State Police
LounsberryP@michigan.gov

Reimbursement for the EMPG program is contingent upon completion of the activities in the signed *Emergency Management Annual Work Agreement*. To remain eligible for EMPG funding, current and adequate plans must be maintained, and exercise requirements must be met. If a work activity is not completed in the designated quarter, reimbursement may not be made until the work is completed. The Emergency Management and Homeland Security Division District Coordinators may make recommendations on reimbursement, but final approval remains with the Deputy State Director of Emergency Management, who may or may not approve a delay in the completion of the activity. If work activities (for which funds have been withheld) have not been completed by the end of the fiscal year, forfeiture of those funds may be required. For specific responsibilities and requirements, please refer to Section II (Statutory Authority) and Section IV (Responsibilities of the Subrecipient) in the Fiscal Year 2025 EMPG Grant Agreement.

Some articles included in the federal award letter have been deemed unenforceable. The document titled "Agreement Articles Applicable to Subrecipients Fiscal Year 2025 Emergency Management Performance Grants" includes all articles from the original award letter. Please see the reservation of rights letter from the State of Michigan, Department of State Police found on PDF page (pg.) 37 that outlines the articles of agreement that are no longer valid. Please also see court order case: 6:25-cv-02053-AP Document 55, found on PDF pg. 38 as supporting documentation.

This grant agreement and all required attachments must be completed, signed, and returned **no later than April 18, 2026**. If this requirement is not met, this grant agreement will be invalid unless a prior written exception is provided by the Michigan State Police, Emergency Management and Homeland Security Division.

Sincerely,

Kevin Sweeney, Captain
Commander
Emergency Management and Homeland Security Division

SUBRECIPIENT CHECKLIST

FY 2025 EMERGENCY MANAGEMENT PERFORMANCE GRANTS (EMPG) GRANT AGREEMENT

CFDA No: 97.042

Email the following items to: LounsberryP@michigan.gov

SUBRECIPIENT WILL NOT BE REIMBURSED FOR FUNDS UNTIL ALL REQUIRED SIGNED DOCUMENTS ARE RECEIVED

- 1. Grant Agreement
 - 2. Subrecipient Risk Assessment Certification
 - 3. Standard Assurances
 - 4. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
 - 5. Audit Certification (EMHSD-053)
 - 6. Request for Taxpayer Identification Number and Certification (W-9)
-

POST REIMBURSEMENT REQUIREMENTS

Participate with Recipient in an on-site monitoring of financial documents. Also retain financial records, supporting documents, and all other records pertinent to the grant for at least three years after the grant is closed by the awarding federal agency. Be sure to comply with Single Audit requirements of Subpart F of 2 CFR 200. **If required, the Subrecipient submits an audit copy by email to: MSP-EMHSD-Audit@michigan.gov.**

**For GRANT AGREEMENT QUESTIONS, PLEASE CONTACT PAUL LOUNSBERRY
AT 517-256-3920 OR LOUNSBERRYP@MICHIGAN.GOV**

Michigan State Police
Emergency Management
and
Homeland Security
Division



Grant Agreement

FEDERAL AWARD IDENTIFICATION

SUBRECIPIENT NAME County of Tuscola	GRANT NAME Emergency Management Performance Grants	ASSISTANCE LISTING 97.042
SUBRECIPIENT IRS/VENDOR NUMBER 38-6004893	FEDERAL AWARD IDENTIFICATION NUMBER (FAIN) EMC-2025-EP-05001	FEDERAL AWARD DATE 9/26/2025
SUBRECIPIENT UEI DJPRRMAUYXA7	SUBAWARD FROM TO PERFORMANCE PERIOD 10/1/2024 9/30/2025 BUDGET PERIOD 10/1/2024 9/30/2025	
RESEARCH & DEVELOPMENT N/A	Funding	Total
	Federal Funds Obligated by this Action	\$10,590
INDIRECT COST RATE None on file	Total Federal Funds Obligated to Subrecipient	\$10,590
	Total Amount of Federal Award Committed	\$10,590

FEDERAL AWARD PROJECT DESCRIPTION
2025 Emergency Management Performance Grants (EMPG)

DETAILS
The 2025 EMPG allocation is 8.498% of the Subrecipient's emergency program manager's salary and fringe benefits. A cost-match is required under this program. The Federal share used towards the EMPG budget shall not exceed 50% of the total budget.

FEDERAL AWARING AGENCY Federal Emergency Management Agency - GPD 400 C Street, SW, 3 rd floor Washington, DC 20472-3645	PASS-THROUGH ENTITY (RECIPIENT) NAME Michigan State Police Emergency Management and Homeland Security Division PO Box 30634 Lansing, MI 48909
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State of Michigan Fiscal Year 2025 Emergency Management Performance Grant Grant Agreement

October 1, 2024 to September 30, 2025

Assistance Listing: 97.042 Grant Number: EMC-2025-EP-05001

This Fiscal Year (FY) 2025 Emergency Management Performance Grant (EMPG) grant agreement is hereby entered into between the Michigan Department of State Police, Emergency Management and Homeland Security Division (MSP/EMHSD) (hereinafter called the Recipient), and the

COUNTY OF TUSCOLA
(hereinafter called the Subrecipient)

I. Purpose

The purpose of this grant agreement is to provide federal pass-through funds to the Subrecipient for the development and maintenance of an emergency management program capable of protecting life, property, and vital infrastructure in times of disaster or emergency.

The FY 2025 EMPG program plays an important role in the implementation of the National Preparedness System (NPS) by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. The objective of the NPS is to facilitate an integrated, all-of-nation/whole community, risk driven, capabilities-based approach to preparedness.

In support of the National Preparedness Goal, the FY 2025 EMPG supports a comprehensive, all-hazard emergency preparedness system to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas.

For more information on the NPS, federally designated priorities, and the FY 2025 EMPG objectives, as well as guidance on allowable costs and program activities, please refer to the FY 2025 EMPG Notice of Funding Opportunity (NOFO) and the Federal Emergency Management Agency (FEMA) Preparedness Grants Manual located at <https://www.fema.gov/grants>.

II. Statutory Authority

Funding for the FY 2025 EMPG is authorized by Section 662 of the *Post-Katrina Emergency Management Reform Act of 2006* (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the *Earthquake Hazards Reduction Act of 1977, as amended* (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90448) (42 U.S.C. §§ 4001 et seq.).

Appropriation authority is provided by the Full-Year Continuing Appropriations and Extensions Act, 2025, Pub. L. No. 119-4 & 1101.

The Subrecipient agrees to comply with all FY 2025 EMPG program requirements in accordance with the FY 2025 EMPG NOFO, and the FY 2025 FEMA Preparedness Grants Manual; both are located at <https://www.fema.gov/grants/preparedness/emergency-management-performance>; the *Michigan Emergency Management Act* of 1976, as amended (Public Act 390) at <http://www.legislature.mi.gov/doc.aspx?mcl-Act-390-of-1976>; the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.) located at <https://www.fema.gov/disaster/stafford-act>; and the *FY 2025 EMPG Agreement Articles Applicable to Subrecipients*. The *FY 2025 EMPG Agreement Articles Applicable to Subrecipients* document is included for reference in the grant agreement packet.

The Subrecipient shall also comply with the most recent version of:

- A. 2 C.F.R., Part 200 of the Code of Federal Regulations (C.F.R.), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* located at <http://www.ecfr.gov>.
- B. The FEMA Policy #108-023-1, Revision 2 *Grant Programs Directorate Environmental Planning and Historic Preservation Policy Guidance*.

III. Award Amount and Restrictions

- A. The **County of Tuscola** is awarded **\$10,590** or **8.498%** of the Subrecipients local emergency manager's salary and fringe benefits under the **FY 2025 EMPG**. The Subrecipient may receive less than the allocated amount if the Subrecipient's cost share (match) of wages and fringe benefits paid to the local emergency manager is less than the total allocation. The Subrecipient's EMPG program budget must be documented on the Local Budget for EMPG form (EMHSD-17).
- B. The FY 2025 EMPG covers eligible costs from October 1, 2024, to September 30, 2025. The funds awarded in the grant agreement shall only be used to cover allowable costs that are incurred during the agreement period. Grant funds shall not be used for other purposes. For guidance on allowable costs, please refer to the EMPG Appendix in the FEMA Preparedness Grants Manual.
- C. This grant agreement designates EMPG funds for the administration and oversight of an approved emergency management program. **The Subrecipient may utilize grant funds for the reimbursement of salary, overtime, compensatory time off, and associated fringe benefits for the local emergency manager.** Up to five percent of the total allocation may be utilized for other allowable organization costs after all payroll costs for the grant award year have been reimbursed. No other expenditures are allowed. If other organization costs are requested, a narrative must be submitted detailing the expenses that are included in these costs.
- D. The FY 2025 EMPG program has a 50% cost share (cash or in-kind) requirement, as authorized by the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.), specifically, Title VI, sections 611(j) and 613. Federal funds cannot exceed 50% of eligible costs. Unless otherwise authorized by law, federal funds cannot be matched with other federal funds.

The FEMA administers cost sharing requirements in accordance with 2 C.F.R. § 200.306. To meet matching requirements, the Subrecipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all federal requirements and regulations.

See the FY 2025 EMPG NOFO and FEMA Preparedness Grants Manual for additional cost share guidance, definitions, basic guidelines, and governing provisions.

- E. All EMPG funded personnel must complete either the Independent Study courses identified in the Professional Development Series, or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute or a sponsored state, local, tribal, territorial, regional, or other designated location and record proof of completion. All EMPG funded personnel must also participate in exercises consistent with the requirements outlined in the EMPG Guidebook (EMD-PUB 208) and work agreement. The FY 2025 EMPG Work Agreement can be located at www.michigan.gov/emhsd under Grants Programs, EMPG.

The EMPG funded programs are required to complete quarterly training and exercise reports identifying training and exercises completed during the quarter. Guidance for accomplishing these requirements is provided by the Recipient.

- F. Upon request, the Subrecipient must provide to the Recipient information necessary to meet any state or federal subaward reporting requirements.
- G. In the event that the DHS determines that changes are necessary to the award document after an award has been made, including but not limited to, changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

IV. Responsibilities of the Subrecipient

- A. **Grant funds must supplement, not supplant, state or local funds.** Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- B. The Subrecipient agrees to comply with all applicable federal and state regulations; the FY 2025 EMPG NOFO; the FEMA FY 2025 Preparedness Grants Manual; the FY 2025 EMPG *Agreement Articles Applicable to Subrecipients*, included with the grant agreement package for reference; and the EMPG Guidebook.
- C. The subrecipient shall not use FY 2025 EMPG funds to generate program income.
- D. In addition to this grant agreement, the Subrecipient shall complete, sign, and submit to the Recipient the following documents, which are incorporated by reference into this grant agreement:
 - 1. Subrecipient Risk Assessment Certification;
 - 2. Standard Assurances;
 - 3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements;
 - 4. Audit Certification (EMD-053);
 - 5. Request for Taxpayer Identification Number and Certification (W-9);
 - 6. Other documents that may be required by federal or state officials.
- E. Complete and submit quarterly work reports, the Quarterly Training and Exercise Reporting Worksheet, and the Annual Training and Exercise Plan Worksheet in accordance with the schedule outlined in the FY 2025 EMPG Work Agreement/Quarterly Report (EMHSD-31).

- F. Enact enabling legislation establishing the local emergency management program and ensure a copy of the local resolution or ordinance is on file with the Recipient.
- G. Appoint an emergency management program manager who can assume responsibility for the functions outlined in section 4 of the EMPG Guidebook.
- H. Provide the Recipient with a complete job description for the federally funded EMPG local emergency manager, including non-EMPG duties if applicable.
- I. Notify the Recipient immediately of any changes in the EMPG funded local emergency manager's position.
- J. The Subrecipient will contribute to the development and maintenance of the state's multi-year Training and Exercise Plan. This will include conducting exercises that comply with local, state, and federal requirements, including the Homeland Security Exercise and Evaluation Program and the EMPG Guidebook, to accomplish this goal.
- K. Ensure the EMPG funded local emergency manager completes training as required by the annual EMPG Work Agreement.
- L. Have an approved and current emergency operations plan on file with the MSP/EMHSD District Coordinator.
- M. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation to the appropriate MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2024 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting https://www.michigan.gov/msp/0,4643,7-123-72297_60152_95164_95317---,00.html under Finance Forms.
- N. Comply with applicable financial and administrative requirements set forth in the current edition of 2 C.F.R., Part 200, including, but not limited to, the following provisions:
 - 1. Account for receipts and expenditures, maintain adequate financial records and refund expenditures disallowed by federal or state audits.
 - 2. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
 - 3. Non-federal organizations that expend \$1,000,000 or more in all federal funds during their current fiscal year are required to have an audit performed in accordance with the Single Audit requirements under 2 C.F.R., Part 200, Subpart F.
- O. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.
- P. Maintain a valid Unique Entity Identifier through SAM.gov at all times during the performance period of this grant.
- Q. The Subrecipient must acknowledge and agree to comply with applicable provisions governing the Department of Homeland Security (DHS) access to records, accounts, documents, information, facilities, and staff. The Subrecipient also agrees to require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with

these same provisions. Detailed information on record access provisions can be found in the *DHS Standard Administrative Terms and Conditions* located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>, specifically in the DHS General Acknowledgements and Assurances on page 1.

- R. Subrecipients must carry out their programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the *Rehabilitation Act of 1973*, Title VI of the *Civil Rights Act of 1964*, and Executive Order (EO) 13347.
- S. Comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and EO 14005.

V. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of this grant agreement, will:

- A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.
- B. Provide direction and technical assistance to the Subrecipient.
- C. Provide to the Subrecipient any special report forms and reporting formats (templates) required for administration of the program.
- D. Reimburse the Subrecipient, in accordance with this grant agreement, based on appropriate documentation submitted by the Subrecipient.
- E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of the Subrecipient(s).

VI. Reporting Procedures

- A. The Subrecipient agrees to prepare quarterly work reports using the FY 2025 EMPG Work Agreement/Quarterly Report (EMHSD-31) and submit them through EMHSD's online reporting tool by the due date following the end of **each** quarter. Reimbursement of expenditures by the Recipient is contingent upon the Subrecipient's completion of scheduled work activities. Reporting periods and due dates are listed in the FY 2025 EMPG Work Agreement/Quarterly Report (EMHSD-31).
- B. If the Subrecipient fails to complete the scheduled work activities during a quarter, the Recipient will withhold reimbursement until either the work is completed, or the Deputy State Director of Emergency Management approves a delay in the completion of the activity. Forfeiture of funds may result if scheduled work activities are not completed according to established deadlines.
- C. A Subrecipient that fails to complete the annual exercise requirements, as scheduled within the FY 2025 EMPG Work Agreement/Quarterly Report, may be ineligible for EMPG funding for that quarter and all subsequent quarters.
- D. The Subrecipient's failure to fulfill the quarterly reporting requirements, as required by the grant, may result in the suspension or loss of grant funding.

VII. Payment Procedures

- A. The Subrecipient agrees to prepare the form EMHSD-007 - EMPG Quarterly Billing Cover Sheet. The Subrecipient agrees to submit this form with supporting documentation, including all required authorized signatures and required reimbursement documentation, to the MSP/EMHSD District Coordinator by the due date following the end of **each** quarter, as identified in FY 2025 Emergency Management Report Schedule. The most current EMHSD-007 form must be used and can be obtained from the MSP/EMHSD District Coordinator, or by visiting www.michigan.gov/emhsd under Grant Programs, EMPG, Grant Forms, Finance Forms.
- B. If the Subrecipient submits required quarterly reports that are late or incomplete, the reimbursement may not be processed until the following quarter. Forfeiture of funds may result if quarterly reports are not completed according to established deadlines.
- C. The Subrecipient agrees to return to the Recipient any unobligated balance of funds held by the Subrecipient at the end of the agreement period or handle them in accordance with the instructions provided by the Recipient.

VIII. Employment Matters

The Subrecipient shall comply with Title VI of the *Civil Rights Act of 1964*, as amended; Title VIII of the *Civil Rights Act of 1968*; Title IX of the *Education Amendments of 1972 (Equal Opportunity in Education Act)*; the *Age Discrimination Act of 1975*; Titles I, II and III of the *Americans with Disabilities Act of 1990*; the *Elliott-Larsen Civil Rights Act*, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the *Persons with Disabilities Civil Rights Act*, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this grant agreement, with respect to their hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of their race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every contract or subcontract entered into for the performance of this grant agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of the grant agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this grant agreement appears on the Federal Excluded Parties List System located at <https://www.sam.gov>.

IX. Limitation of Liability

The Recipient and the Subrecipient to this grant agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this contract. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

X. Third Parties

This grant agreement is not intended to make any person or entity, not a party to this grant agreement, a third-party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

XI. Grant Agreement Period

This grant agreement is in full force and effect from October 1, 2024, to September 30, 2025. No costs eligible under this grant agreement shall be incurred before the starting date of this grant agreement, except with prior written approval. This grant agreement may be terminated by either party by giving 30 days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of the grant agreement. Upon any such termination, the Subrecipient agrees to return to the Recipient any funds not authorized for use, and the Recipient shall have no further obligation to reimburse the Subrecipient.

XII. Entire Grant Agreement

This grant agreement is governed by the laws of the state of Michigan and supersedes all prior agreements, documents, and representations between the Recipient and the Subrecipient, whether expressed, implied, or oral. This grant agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this grant agreement may assign this grant agreement or any of their rights, interests, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform the Recipient in writing immediately of any proposed changes of dates, budget, or services indicated in this grant agreement, as well as changes of address or personnel affecting this grant agreement. Changes in dates, budget, or services are subject to prior written approval of the Recipient. If any provision of this grant agreement shall be deemed void or unenforceable, the remainder of the grant agreement shall remain valid.

The Recipient may suspend or terminate grant funding to the Subrecipient, in whole or in part, or other measures may be imposed for any of the following reasons:

- A. Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- B. Failure to comply with the requirements or statutory objectives of federal or state law.
- C. Failure to make satisfactory progress toward the goals or objectives set forth in the annual EMPG Work Agreement.
- D. Failure to follow grant agreement requirements or special conditions.
- E. Failure to submit required reports.
- F. Filing of a false certification in the application or other reports or documents.

Before taking action, the Recipient will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to resolve the problem informally.

XIII. Business Integrity Clause

The Recipient may immediately cancel the grant without further liability to the Recipient or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Recipient, reflects on the Subrecipient's business integrity.

XIV. Freedom of Information Act

Much of the information submitted in the course of applying for funding under this program, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information, and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, each Subrecipient agency Freedom of Information Officer will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical Infrastructure Information (6 C.F.R., Part 29) and Protection of Sensitive Security Information (49 C.F.R., Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XV. Official Certification

For the Subrecipient

The individual or officer signing this grant agreement certifies by their signature that they are authorized to sign this grant agreement on behalf of the organization they represent. The Subrecipient agrees to complete all requirements specified in this grant agreement.

Subrecipient Name

Subrecipient UEI

For the Chief Elected Official

Printed Name

Title

Signature

Date

For the Local Emergency Manager

Printed Name

Title

Signature

Date

For the Recipient (Michigan State Police, Emergency Management and Homeland Security Division)

Capt. Kevin Sweeney

Printed Name

Commander, Emergency Management
and Homeland Security Division

Title



Signature

February 12, 2026

Date



SUBRECIPIENT RISK ASSESSMENT CERTIFICATION

As required by 2 CFR §200.331(b), the purpose of this assessment is to evaluate subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of a subaward, and to determine appropriate subrecipient monitoring during the grant performance period. Limited program experience, results of previous audits and site monitoring visits, new personnel or new or substantially changed systems, may increase a subrecipient's degree of risk.

Subrecipient:	County:	UEI:
Questions		
<p>1. How many federal grant awards has your organization managed in the past 5 years regardless of awarding agency?</p> <p><input type="checkbox"/> No grants <input type="checkbox"/> 1-3 grants <input type="checkbox"/> 4-5 grants <input type="checkbox"/> 6+ grants</p> <p>2. What percentage of your grant management staff has fewer than 2 years of grant experience?</p> <p><input type="checkbox"/> 0-25% of staff <input type="checkbox"/> 26-50% of staff <input type="checkbox"/> 51-75% of staff <input type="checkbox"/> 76-100% of staff</p> <p>3. Has your organization had a new or substantially changed financial/accounting system(s) in the past 2 years?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>4. What types of findings (audit, site monitoring, etc.) has your organization received within the past 5 years? (Attach a separate sheet explaining any findings resulting in questioned costs or a return of funds.)</p> <p><input type="checkbox"/> Never Audited or No findings <input type="checkbox"/> Unsupported costs (lack of documentation) <input type="checkbox"/> Unreasonable use of funds <input type="checkbox"/> Questioned costs or required to return funds</p> <p>5. Does your agency have staff primarily dedicated (>50%) to grants management activities?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
Certification		
<i>I certify the information provided in this assessment is true and accurate, and that all occurrences of prior grant non-compliance have been disclosed.</i>		
Authorized Representative Signature:	Date:	
Authorized Representative Printed Name:	Title:	
Point of Contact Printed Name:	Title:	Email:



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature

Date



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

AUTHORITY: MCL 30.407a and 2 CFR Part 200, Subpart F;
COMPLIANCE: Voluntary, but necessary to be considered for grant assistance.

AUDIT CERTIFICATION

Federal Audit Requirements

Non-federal organizations, which expend \$1,000,000 or more in federal funds during their current fiscal year, are required to have an audit performed in accordance with 2 CFR Part 200, Subpart F.

Subrecipients **MUST** email a copy of their audit report for each year they meet the funding threshold to: MSP-EMHSD-Audit@michigan.gov.

I. Program Information			
Program Name	CFDA Number		
II. Subrecipient Information			
Subrecipient Name			
Street Address	City	State	ZIP Code
III. Certification for Fiscal Year			
Subrecipient Fiscal Year Period: _____ to _____.			
<input type="checkbox"/> I certify that the subrecipient shown above does NOT expect it will be required to have an audit performed under 2 CFR Part 200, Subpart F, for the above listed program.			
<input type="checkbox"/> I certify that the subrecipient shown above expects it will be required to have an audit performed under 2 CFR Part 200, Subpart F, during at least one fiscal year funds are received for the above listed program. A copy of the audit report will be submitted to: A copy of the audit report will be submitted by email to: MSP-EMHSD-Audit@michigan.gov .			
Signature of Subrecipient's Authorized Representative			Date

Email audit report to:
MSP-EMHSD-Audit@michigan.gov

Submit this completed audit certification form and return with your grant agreement.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.					
	2 Business name/disregarded entity name, if different from above					
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):			
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____					
	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.					
	<input type="checkbox"/> Other (see instructions) ▶ _____					Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.			Requester's name and address (optional)			
6 City, state, and ZIP code						
7 List account number(s) here (optional)						

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Agreement Articles Applicable to Subrecipients

Fiscal Year 2025 Emergency Management Performance Grants

Unless specifically stated otherwise, all requirements that apply to grant recipients also apply to subrecipients. Subrecipients are expected to comply with the same rules, regulations, and obligations as recipients.

Article 1. Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications.

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable.

Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

Article 2. General Acknowledgment and Assurances

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2

C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: <https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance>.

Article 3. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Article 4. Activities Conducted Abroad

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

Article 5. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from

discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7. Best Practices for Collection and Use of Personally Identifiable Information

- (1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect.
- (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8. CHIPS and Science Act of 2022, Public Law 117-167 CHIPS

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution.

(2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act.

(3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 7.

Article 10. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and

advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the

U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11. Communication and Cooperation with the Department of Homeland Security and Immigration Officials

1. All recipients, subrecipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials:
 - a. They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual:
 - i. sending such information to, or requesting or receiving such information from, Federal immigration officials;
 - ii. maintaining such information; or
 - iii. exchanging such information with any other Federal, State, or local government entity;
 - b. They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;
 - c. That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;
 - d. That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and
 - e. That they will not leak or otherwise publicize the existence of an immigration enforcement operation.
2. The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award.
3. The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the DHS may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

Article 12. Copyright

Recipients and subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 13. Debarment and Suspension

Recipients and subrecipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R., Part 180 as implemented by DHS at 2 C.F.R., Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 14. Drug-Free Workplace Regulations

Recipients and subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R., Part 3001, which adopts the Government-wide implementation (2 C.F.R., Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 15. Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.

Article 16. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients and subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. The DHS implementing regulations are codified at 6 C.F.R., Part 17. Recipients and subrecipients of a federal award from the FEMA must also comply with FEMA's implementing regulations at 44 C.F.R., Part 19.

Article 17. Energy Policy and Conservation Act

Recipients and subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 18. Equal Treatment of Faith Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients and subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R., Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

Article 19. Anti-Discrimination

Recipients and subrecipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means “diversity, equity, and inclusion.” (b) DEIA means “diversity, equity, inclusion, and accessibility.” (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States. (2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) The DHS reserves the right to suspend payments in whole or in part and/or terminate financial

assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

Article 20. False Claims Act and Program Fraud Civil Remedies

Recipients and subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C.

§§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 21. Federal Debt Status

All recipients and subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article 22. Federal Leadership on Reducing Text Messaging while Driving

Recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

Article 23. Fly America Act of 1974

Recipients and subrecipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 24. Hotel and Motel Fire Safety Act of 1990

Recipients and subrecipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 25. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R., Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 26. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients and subrecipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency to their

programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 27. Lobbying Prohibitions

Recipients and subrecipients must comply with 31 U.S.C. § 1352 and 6 C.F.R., Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R., Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R., Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R., Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 28. National Environmental Policy Act

Recipients and subrecipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA, which require recipients and subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 29. National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254

Recipient and subrecipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. Definition. “Covered institutions” means recipient research institutions receiving federal RR&D science and engineering support “in excess of \$50 million per year.”

Article 30. Non-Supplanting Requirement

Recipients and subrecipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 31. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the NOFO for this federal award are incorporated by reference. All recipients and subrecipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 32. Patents and Intellectual Property Rights

Recipients and subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R., Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 33. Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

Article 34. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C.F.R., Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 35. Rehabilitation Act of 1973

Recipients and subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 36. Reporting Recipient Integrity and Performance Matters

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the subrecipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R., Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 37. Reporting Subawards and Executive Compensation

For federal awards that total or exceed \$30,000, recipients and subrecipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R., Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient

and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39. SAFECOM

Recipients and subrecipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | Cybersecurity and Infrastructure Agency (CISA).

Article 40. Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

Article 41. System for Award Management and Unique Entity Identifier Requirements

Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R., Part 25, Appendix A, the full text of which is incorporated reference.

Article 42. Termination of a Federal Award

1. By DHS. The DHS may terminate a federal award, in whole or in part, for the following reasons:
 - a. If the recipient fails to comply with the terms and conditions of the federal award;
 - b. With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
 - c. Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities.
2. By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety.
3. Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination.
4. Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.

Article 43. Terrorist Financing

Recipients and subrecipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients and subrecipients are legally responsible for ensuring compliance with the Executive Order and laws.

Article 44. Trafficking Victims Protection Act of 2000 (TVPA)

Recipients and subrecipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

Article 45. Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56

Recipients and subrecipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

Article 46. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

Article 47. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48. Environmental Planning and Historic Preservation (EHP) Review

Department of Homeland Security (DHS)/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. The DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the NEPA; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. The DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. Executive Order 11988, Floodplain Management, and Executive Order 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. Federal Emergency Management Agency's (FEMA's) regulations at 44 C.F.R., Part 9 implement the Executive Orders and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49. Applicability of DHS Standard Terms and Conditions to Tribal Nations

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter

its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50. Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.

Article 51. Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R., section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R., section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R., section 200.313(e).

Article 52. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R., section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R., section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R., section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 53. Indirect Cost Rate

2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 54. Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R., section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Article 55. Compliance with Federal Immigration Law

1. Prohibition a. The state or territorial

recipient is prohibited from making subawards to a local government that the Department of Homeland Security or the Department of Justice has designated as a sanctuary jurisdiction. If the Department of Homeland Security or Department of Justice designates a local government as a sanctuary jurisdiction after the state or territorial

recipient makes a subaward to that local government, the state or territorial recipient must suspend the subaward, the state or territorial recipient must not make any additional payments to the local government, and the local government is prohibited from making any financial obligations under the subaward on and after the date of designation until the Department of Homeland Security or Department of Justice removes that designation. b. The Department of Homeland Security designates a local government as a sanctuary jurisdiction if it fails to comply with the requirements set forth in paragraphs 2.a.i to v of this term and condition. 2. Certification a. The state or territorial recipient must require all local government subrecipients to certify under penalty of perjury pursuant to 28 U.S.C. § 1746, and using a form that is acceptable to the Department of Homeland Security, that the local government will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: i. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with the Department of Homeland Security regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2) maintaining such information; or (3) exchanging such information with any other Federal, state, or local government entity.

ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes. iii. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance. iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien. v. They will not leak or otherwise publicize the existence of an immigration enforcement operation. b. The state or territorial recipient must require a local government subrecipient to make the certification above before providing them with any funding under the subaward. 3. Materiality and Remedies for Noncompliance This term and condition is material to the Department of Homeland Security's decision to make this grant award and the Department of Homeland Security may take any remedy for noncompliance, including termination, if the state or territorial recipient or any local government subrecipient fails to comply with this term and condition.

Article 56. Compliance with Federal Immigration Law

1. Prohibition a. The state or territorial recipient is prohibited from making subawards to a local government that the DHS or the Department of Justice has designated as a sanctuary jurisdiction. If the DHS or Department of Justice designates a local government as a sanctuary jurisdiction after the state or territorial recipient makes a subaward to that local government, the state or territorial recipient must suspend the subaward, the state or territorial recipient must not make any additional payments to the local government, and the local government is prohibited from making any financial obligations under the subaward on and after the date of designation until the DHS or Department of Justice removes that designation. b. The DHS designates a local government as a sanctuary jurisdiction if it fails to comply with the requirements set forth in paragraphs 2.a.i to v of this term and condition. 2. Certification a. The state or territorial recipient must require all local government subrecipients to certify under penalty of perjury pursuant to 28 U.S.C. § 1746, and using a form that is acceptable to the DHS, that the local government will comply with the following requirements related to coordination and cooperation with the DHS and immigration officials: i. They will comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with the DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, state, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: (1) sending such information to, or requesting or receiving such information from, Federal immigration officials; (2) maintaining such information; or (3) exchanging such information with any other Federal, state, or local government entity. ii. They will comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes. iii. They will honor requests for cooperation, such as participating in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it

lacks the necessary resources to assist in a particular instance. iv. They will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien. v. They will not leak or otherwise publicize the existence of an immigration enforcement operation. b. The state or territorial recipient must require a local government subrecipient to make the certification above before providing them with any funding under the subaward. 3. Materiality and Remedies for Noncompliance This term and condition is material to the DHS's decision to make this grant award and DHS may take any remedy for noncompliance, including termination, if the state or territorial recipient or any local government subrecipient fails to comply with this term and condition.

Article 57. Non-Applicability of Specific Terms and Agreement Articles

Notwithstanding their inclusion in this award package, the following terms and Agreement Articles do not apply to this grant award: (1) paragraph C.IX (Communication and Cooperation with the DHS and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the DHS and Immigration Officials" in this award package; and (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package.

Article 58. Impact of San Francisco v. Trump Preliminary Injunction

Pursuant to the preliminary injunction order issued on August 22, 2025, in City and County of San Francisco, et al. v. Trump, et al., No. 3:25-cv-01350 (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the DHS and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "Compliance with Federal Immigration Law" Agreement Article. If the preliminary injunction is stayed, vacated, or extinguished, the "Compliance with Federal Immigration Law" Agreement Article will immediately become effective.

Article 59. Impact of State of Illinois v. FEMA Injunction

Pursuant to the memorandum and order issued on September 24, 2025, in State of Illinois, et al. v. FEMA, et. al, No. 25-206 (D.R.I.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the injunction order while the order remains in effect: (1) paragraph C.IX (Communication and Cooperation with the DHS and Immigration Officials) of the DHS Standard Terms and Conditions and the Agreement Article titled "Communication and Cooperation with the DHS and Immigration Officials" in this award package; (2) paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions and paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination" in this award package; and (3) the "Compliance with Federal Immigration Law" Agreement Article. If the injunction is stayed, vacated, or extinguished, the "Compliance with Federal Immigration Law" Agreement Article will immediately become effective.

Article 60. Non-Applicability of Specific Agreement Articles

Notwithstanding its inclusion in this award package, the following Agreement Article does not apply to this grant award: 1. Termination of a Federal Award This provision is consistent with any terms of the NOFO that state Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Refer to the NOFO for the terms governing award termination.

Article 61. Period of Performance and Budget Period

Notwithstanding language in the Obligor Document or in the other terms of this award package, the Period of Performance and the Budget Period for this grant award is October 1, 2025; to September 30, 2026. The Period of Performance and Budget Period stated in the Obligor Document shall not apply.

Article 62. Funding Hold: Verification of State's Population

The FEMA has placed a funding hold on this award, and the full amount of the award is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down the funds associated with the award.

To release the funding hold, the State Administrative Agency must provide a certification of the recipient state's population as of September 30, 2025. In so doing, the State will explain the methodology it used to determine its population and certify that its reported population does not include individuals that have been removed from the State pursuant to the immigration laws of the United States.

The FEMA will rescind the funding hold upon its review and approval of the State's methodology and population certification.

Article 63. Rescission of Agreement Articles Pursuant to State of Illinois, et al. v. FEMA, et al.

In accordance with the U.S. District Court for the District of Rhode Island's Order in State of Illinois, et al. v. FEMA, et al., No. 25-206 (D. R.I.), dated October 14, 2025, and FEMA Information Bulletin No. 538, the following terms and conditions are rescinded under this award: # Paragraph C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials) of the DHS Standard Terms and Conditions. 1. Paragraph C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration) of the DHS Standard Terms and Conditions. 2. The "Communication and Cooperation with the DHS and Immigration Officials" Agreement Article. 3. Paragraph (2)(a)(iii) of the Agreement Article titled "Anti-Discrimination". 4. The "Compliance with Federal Immigration Law" Agreement Article. 5. The "Impact of State of Illinois v. FEMA Injunction" Agreement Article. 6. The "Impact of San Francisco v. Trump Preliminary Injunction" Agreement Article.

Article 64. Amended Period of Performance and Budget Period Pursuant to State of , et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR).

Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in State of Michigan, et al. v. Kristi Noem et al., No 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Period of Performance and Budget Period" of your award package is rescinded. The new Period of Performance and Budget Period for this award is October 1, 2024 to September 30, 2027.

Article 65. Rescission of Funding Hold: Verification of State's Population Pursuant to State of Illinois, et al. v. Kristi Noem, et al. (D.RI) and State of Michigan et al. v. Kristi Noem et al. (D.OR).

Pursuant to the Permanent Injunction Order issued by the U.S. District Court for the District of Rhode Island in State of Illinois, et al. v. Kristi Noem, et al., No. 1:25-cv-00495, dated December 22, 2025 and the Permanent Injunction Order issued by the U.S. District Court for the District of Oregon in State of Michigan, et al. v. Kristi Noem et al., No 6:25-cv-02053-AP, dated December 23, 2025, the Agreement Article titled "Funding Hold: Verification of State's Population" of your award package is rescinded.

PROPOSAL

JUST-5346

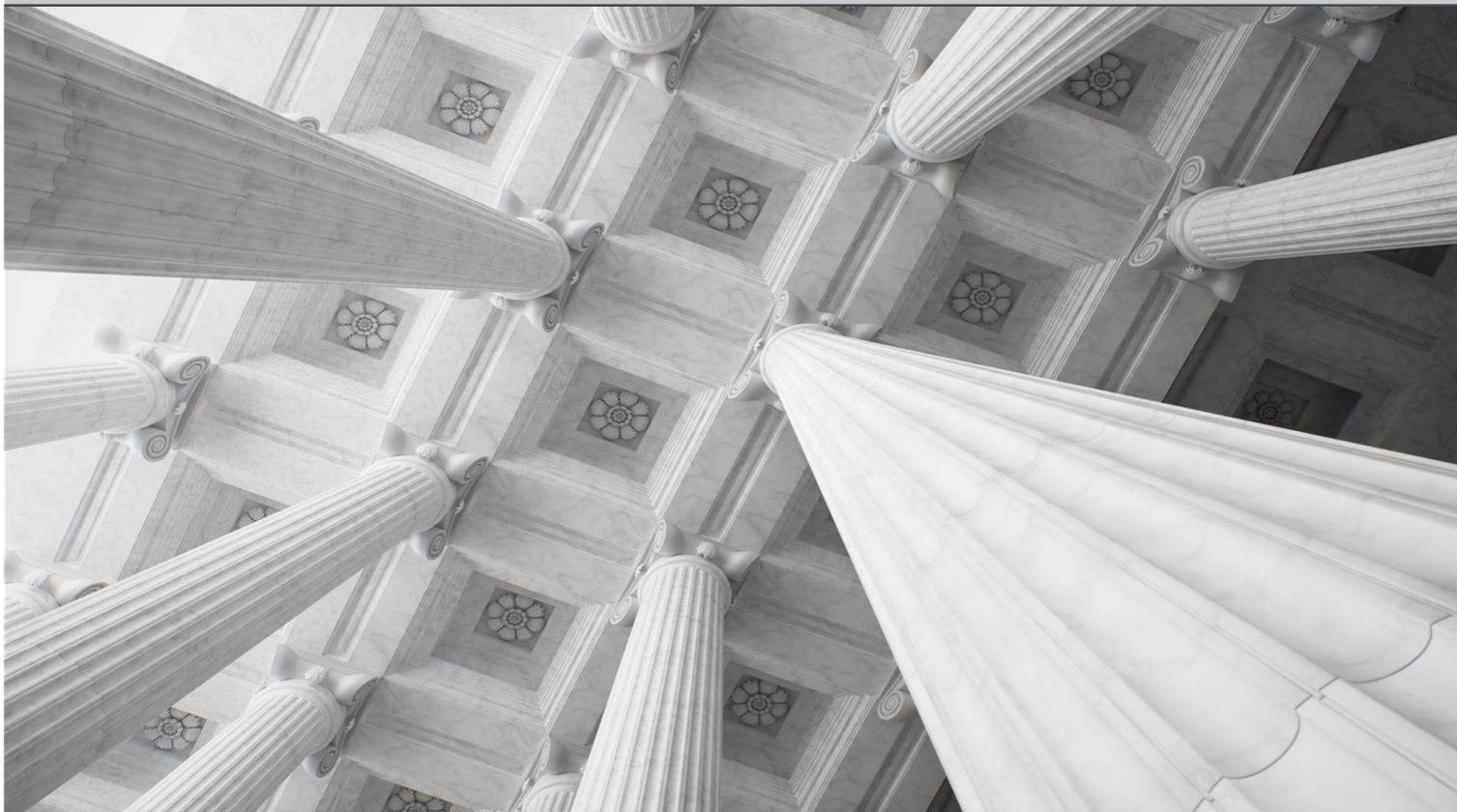
Revision: 0

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Shelly Knopf

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SCOPE OF WORK

54th Circuit Court - SID-89774 -

At the request of the Tuscola Circuit Court (SID-89774), JAVS removed 2 jury box monitors as they were constantly getting in the juror's way. The court requests a quote for a TV monitor, size range of 42-50", on a rolling cart (height-adjustable if possible), that they could wheel in and out of the courtroom when needed for a jury trial. The monitor cannot be too large as it will block the jurors' views of the courtroom. Also needed, a plug into the SDI output of the MC-BD on the witness monitor for a feed. JAVS has preserved the MC-BD from one of the jury monitors and HDMI and SDI cable. A 25' extension cord that has at least 2 outlets (or a power strip to add outlets). There is no need to run the cable back to the rack. The labor will be for the full day of travel and the service technician to setup the cart/mount and TV.

MI Tuscola County Courts SID-89774 TV/Rolling Cart

Cart Monitor

1	Peerless-AV SR560M Flat panel cart for 32" to 75" screen	\$999.00
1	Sharp JAV-LED-50-SHARP 50"4K 3840x2160 LED Direct Backlight Commercial TV	\$775.00
1	Peerless-AV ACC-320 3-Outlet power strip w/ 20' cord and cable wrap	\$148.00
2	Windy City Wire HOL-BNC6-MCV RG6 Compression BNC	\$8.00
25	Windy City Wire RG6HDP-BLK Type RG 6/U Plenum, 18 AWG Bare Copper Serial Digital [Black]	\$30.50
1	JAVS JAV-LABOR-DSP-C Labor for Display Installation on Cart	\$1,480.00

Equipment: \$1,960.50

Labor: \$1,480.00

Cart Monitor Total \$3,440.50

Shipping

1	JAVS JAV-SHIPPING Shipping	\$1,000.00
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Equipment: \$1,000.00

Labor: \$0.00

Shipping Total \$1,000.00

Equipment Subtotal: \$2,960.50

Labor Subtotal: \$1,480.00

Project Subtotal: \$4,440.50

MI Tuscola County Courts SID-89774 TV/Rolling Cart

PROJECT SUMMARY

Equipment:	\$2,960.50
Labor:	\$1,480.00
Grand Total:	\$4,440.50

Payment Terms

Payment Schedule	Amount	Billing Date
PO Approval Before Installation **Payment Due 30 Days from Invoice Date**	\$4,440.50	

Client accepts this Quote inclusive of its Scope of Work, Pricing and Payment Terms. Contractor agrees to furnish the equipment and materials listed and perform the work in an expedient, workmanlike and professional manner.

Client: Shelia Long

Date

Shelly Knopf

2/13/2026

Contractor: Justice AV Solutions, Inc

Date

MI Tuscola County Courts SID-89774 TV/Rolling Cart