

1. Agenda

Documents: [10-05, 2015.PDF](#)

2. Packet

Documents: [10-05 15 PACKET.PDF](#)

October 5, 2015

Regular City Council Meeting – 7:30 PM

The regular meeting of the Council of the City of Inkster, Wayne County, Michigan convened in the Council Chambers, 26215 Trowbridge, on Monday, October 5, 2015

Prior to the Regular Council Meeting: City Council members discussed:

- The agenda.

Moved by Councilmember Williams, Seconded by Councilmember Shaw that Council convenes into a Closed Executive Session at 7:25 p.m. to discuss pending litigation in accordance with MCL 15.286 (e).

Roll Call Vote:

YEAS: 7
NAYS: 0
ABSENT:

Moved by Councilmember Williams, Seconded by Councilmember Moner to adjourn the closed Executive Session at 7:39 p.m. – Motion carried unanimously.

Call Meeting to Order

Mayor Hampton called the meeting to order at 7:45 p.m.

Pledge of Allegiance

City Council and the public in attendance pledged allegiance to the flag of the United States of America.

Prayer

Prayer was led by Pastor Hudson

Roll Call

Mayor Hampton	Present	Councilwoman Howard	Present
Councilman Moner	Present	Councilman Williams	Present
Mayor Pro Tem Hendricks	Present	Councilman Canty	Present
Councilman Shaw	Present		

***A Quorum was present**

Approval of Agenda

Moved by Councilmember Shaw, Seconded by Councilmember Williams
to approve the agenda with added items "H" and "I" under New Business.

Resolution 10-15-184R - Motion carried.

Presentations/Discussion

- A. City of Inkster Fire Department Open House – Chief, John Adams
- B. My Brother's Keeper Initiative

Public Hearings

Consent Agenda

- A. September 21, 2015 Regular City Council Meeting Minutes.
- B. Allen Brother's PLLC Invoice \$32,877.76

Moved by Councilmember Moner, Seconded by Councilmember Howard
Resolution 10-15-185R – Motion carried.

Boards and Commission

- A. Update of current list of appointments to Boards & Commissions.

Moved by Mayor Pro-Tem Hendricks, Seconded by Councilmember Canty
to appoint Robert Thomas to the Planning Commission.
Resolution 10-15-186R – Motion carried.

Moved by Mayor Pro-Tem Hendricks, Seconded by Councilmember Canty
to appoint Norma McDaniel to the Zoning Board of Appeals.
Resolution 10-15-187R – Motion carried.

Previous Business

Ordinance(s)

- A. First Reading(s)
- B. Second Reading(s)
 - 1. A **second** reading and **approval** to the Inkster Code of Ordinance to allow Medical Marijuana Business License for Provisioning and Cultivation centers and an update to the fee schedule with the inclusion of the modifications.

Moved by Councilmember Moner, Seconded by Councilmember Williams
Resolution 10-15-188R – Motion carried.
NAY: (Canty)

New Business

- A. Discussion/Action: (Felicia Rutledge) Consideration to retain and sign the agreement with CivicPlus Advantage for the hosting of website services for the City of Inkster.

Moved by Councilmember Shaw, Seconded by Councilmember Moner
Resolution 10-15-189R – Motion carried.

B. Discussion/Action: (Felicia Rutledge) Consider approval of the proposed City Council meeting dates for the 2016 Calendar year in accordance with the City of Inkster Charter, Section 7.1.

Moved by Councilmember Moner, Seconded by Councilmember Shaw
Resolution 09-15-190R – Motion carried.

C. Discussion/Action: (Jeannie Fields) Consider approval to renew the contract with CBRE, Inc. to provide commercial real estate services to sell city-owned structured properties and vacant lots for two years.

Moved by Councilmember Moner, Seconded by Mayor Pro-Tem Hendricks
Resolution 09-15-191R – Motion carried.

D. Discussion/Action (Jerome Bivins) Consider authorizing administration to approve a contract with Great Lakes facility Management to provide janitorial services at City Hall, Justice Center, Recreation Complex and Department of Public Services for one (1) year with the option of two (2) additional years.

Moved by Councilmember Williams, Seconded by Councilmember Shaw
to TABLE until the next Regular City Council Meeting on October 19, 2015.
Resolution 10-15-192R – Motion carried.
NAY: (Moner, Canty)

E. Discussion/Action: (Jerome Bivins) Consider authorizing administration to approve a contract for Concrete and Turf Restoration with Century Cement to repair properties city-wide from water main breaks for one (1) year with the option of two (2) additional years.

Moved by Councilmember Moner, Seconded by Councilmember Williams
Resolution 09-15-193R – Motion carried.
NAY: (Shaw)

F. Discussion/Action: (Jerome Bivins) Consider authorizing administration to approve a contract with BELFOR Property Restoration to provide board-up services in the City of Inkster. This agreement would be on an as needed basis for one (1) year with the option of two (2) years if funding is available.

Moved by Councilmember Moner, Seconded by Councilmember Canty
Resolution 10-15-194R – Motion failed.

Roll Call Vote:

Councilmember Canty	Yea	Mayor Pro-Tem Hendricks	Nay
Councilmember Williams	Nay	Councilmember Moner	Yea
Councilmember Howard	Yea	Mayor Hampton	Nay
Councilmember Shaw	Nay		

G. Discussion/Action: A Resolution in support of the My Brother's Keeper initiative and to accept the challenge and convene a local summit.

Moved by Councilmember Shaw, Seconded by Councilmember Moner
Resolution 10-15-195R – Motion carried.

H. Discussion/Action: To vote in accordance with the vote taken in closed session (Detroit Water and Sewer)

Moved by Councilmember Canty, Seconded by Councilmember Moner
Resolution 10-15-196R – Motion carried.

I. Discussion/Action: To provide a Resolution of support to Pastor Oscar Carter.

Moved by Councilmember Canty, Seconded by Mayor Pro-Tem Hendricks
Resolution 10-15-197R – Motion carried.

Public Participation

- **Ernest Hendricks** – City issues.
- **Adenale and Funmolayo Daramds** –Water and tax bill issues
- **Tariq Sharrief** – Stated he had a cost effective way to help the city with picking up trash for the city. He stated if provided a trash dump, he and his landscaping crew could pick up trash for seniors at no cost. He wanted to discuss the issue further with administration.
- **Tania Jones** – Announced she is with the group SWAP; Sisters Who Are Powerful and that they will be hosting a mentoring program beginning October 17, 2015 at the Recreation Complex. She further stated they are partnering with the ZETA's for a bodyworks program that will begin on Thursday's at 5:30 p.m.
- **Patricia Morgan** – Stated this is her fifth time coming before council about the house next door to her being cleaned up. She said it has raccoons, rats and possums.
- **Sandra Watley** – Gave thanks and tribute to Fire Chief, John Adams for helping with the Troops Need Love initiative. She said it could not have been done without his assistance.
- **Crosby Lindsey** – Stated he had a petition signed because he feels residents should not be charged for settlements. He stated that only judgments can go on the tax rolls for citizens.
- **Dorothy Gardner** – Stated that City Council members should hold meetings in their districts regarding the Inkster School District Tax Millage. She announced Blues night on October 16th at the recreation complex and the Halloween Party.
- **Dorothy McClendon** – Stated she needed assistance with the property next door to her home at 3140 Walnut. She said there are vines covering the house and a lot of wine bottles.
- **Gabe Henderson** – Announced the Good fellows would be hosting their annual pancake breakfast on October 17, 2015 from 7:00 a.m. until 12:00 p.m. additionally stated, they will be doing their annual newspaper drive on Friday, December 1, 2015.
- **DeAtriss Richardson** – Announced that Walmart help to assist this year with the Shoe Drive that is being held on October 10, 2015 in conjunction with the Fire Department.
- **Karen Lee** – Thanked Jerome Bivins and Councilman Timothy Williams for getting the trees cut at the trailer park on Michigan Ave. She asked has anything been done about H & H metals and the debris in the street from their company.
- **Rev. George Williams** – Asked about the Treasurer fee on resident's bill in 2013. He asked if City Council passed a resolution for that fee to be added.
- **Jewell Jones** – Stated that the fourth Thursday's would be Game Night at the Recreation complex hosted by the Inkster Task Force. He further asked all residents to get out and vote.

Mayor and Council Communication

- **Councilwoman Howard** – Asked if any homes had been demolished.
- **Councilman Williams** – Announced the recreation complex would be hosting Trunk-A Treat on Halloween at the Recreation Complex from 7:00 p.m. until 9:00 p.m. He asked about the Annapolis street paving partnership with Westland. He said that item did not come before city council. He further stated that all bids should have the top three submittals included in the information that comes before city council. He lastly stated that the city needs a new purchasing policy.
- **Councilman Moner** – Stated in his tribute to Veteran's that they write a blank check up to and including their life and he wanted give thanks to George V. Williams, Vietnam Veteran. He asked about the sidewalk rehabilitation program and stated he hoped that CDBG money could be used for that purpose. He said recycling took place on Saturday October 3, 2015 behind the old Inkster Pharmacy.

City Clerk

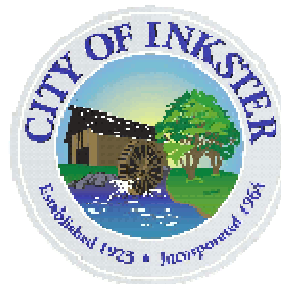
City Manager

- Provided meeting dates of for the Regional Transit Meetings.
 1. October 8, 2015 - EMU
 2. October 12, 2015 - Wayne Historical Museum
 3. October 13, 2015 - Arab American Museum
- Stated it will be important for residents to vote on the Inkster School Millage he further stated if anyone had questions regarding the millage to contact him.
- Stated it is important to vote on the Renewal Millage for Parks and Recreation and the Senior Millage.

Closed Session

Adjournment

There being no further business to come before Council, on a motion duly made by Councilmember Canty, Seconded by Councilmember Moner and carried, the Regular Council meeting of October, 2015 was adjourned at 9:15 p.m.



Felicia Rutledge, City Clerk

City of Inkster

Inkster City Council Meeting
October 5, 2015

September 21, 2015
Regular City Council Meeting – 7:30 PM

The regular meeting of the Council of the City of Inkster, Wayne County, Michigan convened in the Council Chambers, 26215 Trowbridge, on Monday September 21, 2015

Prior to the Regular Council Meeting: City Council members discussed:

- The agenda.

Moved by Councilmember Williams, Seconded by Councilmember Canty that Council convenes into a Closed Executive Session at 7:00 p.m. to discuss pending litigation in accordance with MCL 15.286 (e).

Roll Call Vote:

YEAS: 5
 NAYS: 0
 ABSENT: (Moner, Howard)

Moved by Councilmember Canty, Seconded by Councilmember Williams to adjourn the closed Executive Session at 7:10 p.m. – Motion carried unanimously.

Call Meeting to Order

Mayor Hampton called the meeting to order at 7:30 p.m.

Pledge of Allegiance

City Council and the public in attendance pledged allegiance to the flag of the United States of America.

Prayer

Prayer was led by Deacon Chancy Eggleston

Roll Call

Mayor Hampton	Present	Councilwoman Howard	Absent
Councilman Moner	Absent @8:50	Councilman Williams	Present
Mayor Pro Tem Hendricks	Present	Councilman Canty	Present
Councilman Shaw	Present		

***A Quorum was present**

Approval of Agenda

Moved by Councilmember Shaw, Seconded by Councilmember Williams
to approve the agenda.
Resolution 09-15-175R - Motion carried.

Inkster City Council Meeting
 September 21, 2015

Presentations/Discussion

- A. Boxing Appreciation – Parks and Recreation, Craig Lewis
(Appreciation for Police Chief and Fire Chief)

Public Hearings

- A. A public hearing on an amendment to the City of Inkster Code or Ordinance to allow Medical Marijuana Business License for Provisioning and Cultivation centers and an update to the fee schedule.
- **Daniel Erie** – Asked about the fee schedule.
 - **Mark Stuhldreher** – Provided fee schedule.
 - **Daniel Erie** – Asked the definition of a cultivation center.
 - **Mark Stuhldreher** – Provided the definition of a cultivation center.
 - **Juanita Davis** – Asked if the Marijuana could be grown in the basement.
 - **Attorney David Jones** – Stated the business license does not apply to caregivers.
 - **Juanita Davis** – Asked if medical marijuana dispensaries were permitted what would make residents feel safe and comfortable.
 - **Councilman Canty** – Stated that most residents know his personal feeling on medical marijuana and that he is insulted by the term medical marijuana. He stated he was willing to support one but not three.
 - **Gina Steward** – Asked what the process would be for deciding the three provisioning centers and two cultivation centers.
 - **Mark Stuhldreher** – Explained that fifteen applications would be accepted and seven cultivation centers. He said each application would be unique as it flows thru the process. Further that the three would be on a first come first serve basis.

Moved by Councilmember Williams, Seconded by Mayor Pro-Tem Hendricks to OPEN the public hearing.

Resolution 09-15-176R - Motion carried.

Moved by Councilmember Williams, Seconded by Mayor Pro-Tem Hendricks to CLOSE the public hearing.

Resolution 09-15-177R - Motion carried

Consent Agenda

- A. September 8 2015 Regular City Council Meeting Minutes.

Moved by Councilmember Canty, Seconded by Councilmember Williams

Resolution 09-15-178R – Motion carried.

Boards and Commission

- A. Update of current list of appointments to Boards & Commissions.

Moved by Mayor Hampton, Seconded by Mayor Pro-Tem Hendricks to appoint James Orr to the Inkster Housing Commission.

Resolution 09-15-179R – Motion carried

**Moved by Councilmember Williams, Seconded by Councilmember Canty
to appoint Dorothy Gardner to the Brownfield Redevelopment Commission
Resolution 09-15-180R – Motion carried**

Previous Business

Ordinance(s)

A. First Reading(s)

1. A first reading on an amendment to the Inkster Code of Ordinance to allow Medical Marijuana Business License for Provisioning and Cultivation centers an update to the fee schedule.

**Moved by Mayor Pro-Tem Hendricks, Seconded by Councilmember Williams
Resolution 09-15-181R – Motion carried.
NAY: (Canty)**

B. Second Reading(s)

1. A **second** reading and **approval** on an amendment to the Zoning Ordinance to allow Second Hand Stores in the B-2 Thoroughfare Mixed Use District per the Planning Commission recommendation.

**Moved by Councilmember Shaw, Seconded by Mayor Pro-Tem Hendricks
Resolution 09-15-182R – Motion carried**

New Business

- A. Discussion/Action: (Jeannie Fields) Consider approval to enter into a Program Related Services Agreement with National Faith Homebuyers to administer a Down Payment Assistance Program utilizing Wayne County 2011 Home Funds in the amount of \$26,663.00

**Moved by Councilmember Shaw, Seconded by Councilmember Williams
Resolution 09-15-183R – Motion carried.**

Public Participation

- **Rev. George Williams** – Thanked Jerome Bivins
- **Mary McClendon** – The Wayne County Commissioners office thanked Marlin for the assistance that he is giving with young men. She announced the Coffee Hour for Commissioner LeBlanc to be held the second Monday every month and that the first Coffee Hour was well attended. She further stated that Wayne County has a balanced budget with slight decreases.
- **Yvette Brock** – Where is the city regarding grass cutting.
- **Ruth E. Williams** – Announced the Chicken and Waffle Luncheon on Saturday October 3, 2015 from 11:30 a.m. until 2:00 p.m. at the Inkster Recreation Complex.
- **MeKeisha Heyward** – Provided information on the new indoor playground at the Recreation Complex.
- **Eartha Forest** – Provided information on a motivational speech that about kids giving back that would be held at the Recreation Complex on September 22, 2015.
- **Dorothy Gardner** – Announced Blues Night at the Recreation complex, game night for seniors, and a computer class beginning in January for seniors. She also stated that residents need to be educated on the Homestead Millage. She asked about Christmas Lights.

- **Patricia Morgan** – Stated she has been asking for four months to have vacant homes cleaned at 29648 and 29625 Hazelwood.
- **Emily Adams** – Stated she is very concerned about homes in her neighborhood being burglarized.
- **Carlotta Mitchell** – Stated on behalf of the Alpha Kappa Alpha Sorority, Eta Lota Omega Chapter that they would be partnering with the Recreation Complex to the ASCEND youth program.

Mayor and Council Communication

- **Councilman Williams** – Announced that the Boys to Men luncheon would be held on September 26, 2015 in Garden City. He further announced the light up the city on September 29, 2015. He asked that residents shop Inkster.
- **Mayor Pro-Tem Hendricks** – Challenged the New Interim City Manager to go thru and look at the blight, squatters and vacant homes within the city and do something about the issue.
- **Councilman Shaw** – Thanked DPS for the clean up on Helen and Avondale. He stated there is a dead tree on Glenwood that has fallen on a home. He further stated that open access to properties need to be handled immediately and he needs and update on the RFP for IT Services WCA database chargebacks, the partnership with Wayne Metro, and why City Council has not received any city manager reports.
- **Mayor Hampton** – Stated he is excited about the W International and that he has spoken with Jeannie Fields and the City Manager on the possible development. He said he visited the site in Madison Heights and is amazed by the attitudes and diversity.
- **Councilman Canty** – Had a concern about the band width not working in City Council Chambers.
- **Councilman Moner** – Gave tribute to brave Veteran Louis S. Sucharsk, Vietnam Veteran. He asked about the movement of the monument and gave a statement about recycling.

City Clerk

City Manager

- Stated Kim Sledge is doing community outreach with organizations and the information is on the website.
- A four person crew will be working on grass cutting.
- In the process of hiring two police officers.
- In the process reviewing service agreement to have resource for board-ups.
- Contact the City Manager's office if you would like to speak regarding the Homestead Proposal for residents in the Inkster School District.

Closed Session

Adjournment

There being no further business to come before Council, on a motion duly made by Councilmember Canty, Seconded by Councilmember Moner and carried, the Regular Council meeting of September 21, 2015 was adjourned at 8:52 p.m.



Felicia Rutledge, City Clerk
City of Inkster

Allen Brothers
Attorneys & Counselors, PLLC
400 Monroe Street, Suite 620
Detroit, MI 48226-2963

Inkster, City of
26215 Trowbridge Street
Inkster, MI 48141

Attn: City Manager

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09/30/2015
Account No: 1897M

BREAKDOWN OF FEES/EXPENSES BY CATEGORY

Category	Fees/Costs
Flat fee/City Attorney work	\$6,018.16
Municipal Legal Services	\$6,031.38
Labor	\$875.00
Litigation	\$19,952.62
Total Invoice for September 30, 2015	\$32,877.16

CITY OF INKSTER
Boards & Commissions

[MADE OPERATIVE BY STATE LAW, CITY OF INKSTER CHARTER PROVISION OR CITY OF INKSTER ORDINANCE]

AGING COMMISSION

[MEETINGS: Third Friday of each month at 1:00 p.m., Twin Towers Activity Room]

2 Year Term

9 Members

Ordinances: 414,457 & 508

Denise Champagne, Project Dir.

Tenure

- (Ex-Officio Member)

Rochelle Wells

Exp. 02/16/17

Audrey Jean Searcy

Exp. 06/02/16

Doris Horne

Exp. 02/16/17

Henry Wade

Exp. 03/07/15

Toni Bailey

Exp. 07/06/17

Dorothy Gardner

Exp. 06/16/16

Chuck Coleman

Exp. 04/04/15

Gabe Henderson

Exp. 04/04/15

June Patterson

Exp. 12/1/16

Patricia Donald

Exp. 07/06/17

Jessie Shelby

Exp. 08/03/17

BOARD OF REVIEW

[MEETINGS: March, July and December]

Annual Appointment

3 Members

Charter Provision and State Law

WCA Assessing

Clerk of the Board – Non Voting

William S. Miller

Exp. 06/02/15

Ned Sanders (Alternate)

Exp. 02/03/16

Lenoria Warmack

Exp. 02/16/16

Celeste McDuffie

Exp. 02/03/16

BEAUTIFICATION COMMITTEE

[MEETINGS: Second Monday of each month @ 6:00 p.m., Recreation Center]

2 Year Term

Toni Bailey

Exp. 04/26/16

Enoch Jackson

Exp. 04/26/14

Joe Burton

Exp. 04/26/14

Rev. George Williams (T)

Exp. 04/26/16

Eunice Williams (C)

Exp. 04/26/14

Wyannetta Motley (S)

Exp. 04/16/14

Horace Jordan

Exp. 04/26/14

Larry Motley (C)

Exp. 04/26/14

Dorothy McClendon

Exp. 05/14*

Dr. Evelyn Clark

Exp. 05/14*

Tommie Jones

Exp. 05/14*

Cephus Thomas

Exp. 04/26/14

Clareese Jordan

Exp. 11/13

LaShawn Westbrook

Exp. 05/14*

Blinda Jones

Exp. 05/14*

Robert Broadnax

Exp. 05/07/14

Minnie Johnson

Exp. 05/14*

Alana Glover

Exp. 05/07/14

Gabe Henderson

Exp. 05/19/16

Shera Johnson

Exp. 05/14*

Demetrius Dalton

Exp. 05/21/14

Henry Wade

Exp. 05/14*

BEAUTIFICATION COMMITTEE (continued)

John W. Gee, Jr.	Exp. 05/14*
Tania James	Exp. 05/14*
Khalisha Nathan	Exp. 05/21/14
Toya Ellis	Exp. 05/14*
Princella Ellis	Exp. 05/21/14
Theresa Lindsey	Exp. 05/21/14
Norma Taylor	Exp. 05/21/14
Alto Baker	Exp. 05/14*
Kent Hudson	Exp. 05/14*
Donna Towns	Exp. 06/04/14
Elcfernack M. Lotman	Exp. 06/14*
Epson Johnson	Exp. 06/14*
Patricia Morgan	Exp. 06/14*
LeVania Henderson	Exp. 06/18/14
DeShandra Motley	Exp. 6/17/15
Denise Motley	Exp. 06/17/15
Avis Love	Exp. 03/16/17

BUILDING AUTHORITY COMMISSION - Inactive

[MEETINGS: Second Monday in January]

3 Year Term

5 Members

State Law and Resolution 74-1-39

Nathaniel Elcock
 Hersey Bryant, (C)
 Horace Wells

Exp. 12/31/05
 Exp. 12/31/00
 Exp. 12/31/01

CABLE TELEVISION COMMISSION

[MEETINGS: Second Tuesday of each month at 6:00 p.m., Recreation Center]

3 Year Term

9 Members

Ordinances 593 and 609

Timothy Williams Ex-Official
~~Danny Van Schoieck~~ Dist. 1
 Vacant Dist. 2
 Vacant Dist. 3
 Alfreda Flowers Dist. 4
 Vacant Dist. 5
 Lewis Gregory (C) Dist. 6
~~George Celler~~ **Mayoral**
~~Carmen Mitchell~~ At-Large

Exp. 11/16/12
 Exp. 12/01/11

 Exp. 06/04/15

 Exp. 01/04/13
 Exp. 03/16/12
 Exp. 02/18/11

CANVASSERS BOARD

[MEETINGS: As Required]

4 Year Term

4 Members

State Law

Deborah Owens (Dem)
 Gloria Brown (Dem)
 Courtney Owens (Dem)
 Eugene Brazeal (Rep)

Exp. 12/31/15
 Exp. 06/04/16
 Exp. 06/04/16
 Exp. 08/06/16

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS

[MEETINGS: Monthly]

3 Year Term

3 Members

Ordinances 237 & 559

Clarence Oden
 Vacant - (Employee Representative)
~~James White~~
 - (Commission Appointment)

Exp. 6/18/15

 Exp. 12/04/11

CONSTRUCTION BOARD OF APPEALS/PROPERTY MAINTENANCE BOARD**[MEETINGS: As required]**

3 Year Term	3 Members	Ordinance
Henry Wade		Exp. 12/17
- (Licensed Plumber)		
Stephen Lawrence		Exp. 12/17
Tiara Jones		Exp. 10/17
Kenyatta Mason		Exp. 10/17
- (Licensed Electrician)		
Marcus Hendricks –		Exp. 12/17
- (Licensed Electrician)		
– Building Inspector		
- (Licensed Engineer/Inspector)		

DOWNTOWN DEVELOPMENT AUTHORITY**[MEETINGS: Third Tuesday of each month, 6:00 p.m. City Hall Council Chambers]**

4 Year Term	12 Members	State Law and Ordinances 687 and 741
Hilliard L. Hampton, II		Tenure
Martha Theis		Exp. 01/14/18
Lewis Gregory		Exp. 10/06/18
Cynthia Adams		Exp. 01/14/18
Brittni Abiolu		Exp. 05/18/19
Peter Cimeot (Treasurer)		Exp. 01/21/18
Akindele Akinyemi (Chair)		Exp. 02/16/19
Val Ogbonaya		Exp. 07/20/19
Winston Wade (Vice-Chair)		Exp. 12/17/16
Rerhi Onomake (Secretary)		Exp. 3/16/19
Uche Ndubuisi		Exp. 7/20/19

ECONOMIC DEVELOPMENT CORPORATION (BOARD OF DIRECTORS)**[MEETINGS: Second Thursday each month, held in the Conference Room, City Hall]**

6 Year Term	11 Members	State Law and Ordinances 517 and 570
Hilliard L. Hampton, II		
Bishop Walter Starghill, Jr.		Exp. 06/07/16
Winnie Nwankwo		Exp. 05/18/21
Akindele Akinyemi		Exp. 05/18/21
Deborah Walker		Exp. 06/07/16
Mary Weislo		Exp. 03/07/17
Cassandra Leonard		Exp. 06/07/16
Herbert Johnson		Exp. 06/07/16
Dennis Weislo		EXP. 06/07/19
Vacant		

ELECTRICAL EXAMINING BOARD

Indefinite Terms	4 Members	State Law and Ordinance 616
Walter Bays (Elec. Cont.)		
Andrew Hughes (Adm. Official)		
Carlton Trouteaud (Rep. of Detroit Edison)		

HOUSING AND REDEVELOPMENT

[MEETINGS: Third Tuesday of each month at 6:30 p.m., 4500 Inkster Road]

5 Year Term

6 Members

State Law and Ordinance 99

Tony Love, Director & Secretary

Tenure

William Acklin

Exp. 03/17

Ernest Hendricks

Exp. 03/19

James Orr

Exp. 09/20

Ernestine Williams

Exp. 03/19

Deborah Walker

Exp. 10/19

INKSTER HISTORICAL COMMISSION

[MEETINGS: Third Saturday of each month at 10:30a.m. Library Study Room]

2 Year Term

7 Members

State Law and Ordinance 196

Vacant

Dist. 1

Vacant

Dist. 2

Vacant

Dist. 3

Vacant

Dist. 4

Vacant

Dist. 5

Michael Wells

Dist. 6

Exp. 12/20/12

Vacant

LIBRARY BOARD**4 year term**

Michael Wells

Exp. 2015

Sandra Markwart

Exp. 2015

Dorothy Gardner

Exp. 2015

Dosys Thompson

Exp. 2015

LaDon Gibbs

Exp. 2015

Paulette Dye

Exp. 2015

LOCAL BUSINESS ENTERPRISE ADVISORY COMMITTEE

[MEETINGS: Third Tuesday of every month at 6:30 P.M., Inkster City Hall]

2 Year Term

7 Members

Ordinance: 603

Vacant

Dist. 1

Curtistine Barge

Dist. 2

Exp. 12/05/13

Vacant

Dist. 3

Vacant

Dist. 4

Vacant

Dist. 5

Vacant

Dist. 6

Vacant

Mayoral**LOCAL OFFICERS COMPENSATION COMMISSION**

[MEETINGS: Minimum of One Meeting Each Odd-Numbered Year.]

7 Year Term

7 Members

State Law and Ordinance 409

Theodore Mimms

Exp. 11/19/14

Eugene Thompson (VC)

Exp. 11/19/14

Dorothy Gardner

Exp. 11/19/14

Darwin Howard

Exp. 12/15/14

William Howard

Exp. 11/03/15

Cheryl Stinson

Exp. 02/02/16

Vacant

PARKS AND RECREATION COMMISSION

[MEETINGS: First Tuesday of each month at 7:30 P.M., Recreation Complex]

2 Year Term

9 Members

Ordinances: 493 & 551

Sandra French	Dist. 1	Exp 10/06/16
Deborah Owens	Dist. 2	Exp. 03/25/16
Shelby Johnson	Dist. 3	Exp. 09/15/16
Vernell Massey	Dist. 4	Exp. 12/01/16
Lenardo Gambrio	Dist. 5	Exp. 10/15/16
James Richardson IV	Dist. 6	Exp. 09/15/16
Tonia Williams	Mayoral	Exp. 02/16/17
Sheila Garland	Mayoral	Exp. 02/16/17
Yolanda Lockett	Council	Exp. 01/20/17

PARKS AND RECREATION YOUTH COMMISSION

2 Year Term

6 Members

Vacant	Dist. 1	
Vacant	Dist. 2	
Cory Wells	Dist. 3	Exp. 12/05/13
Vacant	Dist. 4	
Vacant	Dist. 5	
Vacant	Dist. 6	
Vacant	Mayoral	

PLANNING COMMISSION

[MEETINGS: Fourth Monday of each month at 6:00 p.m., City Council Chambers]

3 Year Term

9 Members

State Law and Ordinance 33

Marcus Hendricks	Tenure
Hilliard L. Hampton, II	Tenure
Darryl Davis (City appointee)	Exp. 10/15
Robert Thomas	Exp. 10/15
Emmereal Wells	Exp. 04/18
James Garrett	Exp. 08/17
April Walton (Secretary)	Exp. 09/16
Sam Brown (Chairman)	Exp. 10/17
Richard Wooten (Vice Chairman)	Exp. 08/16

POLICE AND FIREMAN RETIREMENT SYSTEM BOARD OF TRUSTEES

[MEETINGS: First Thursday of each month at 1:00 p.m., TIFA Room]

2 Year Term

5 Members

Charter

Rev. Leon Crawford	Mayoral	Exp. 01/17
Barry O'Bryan		Exp. 12/13
Christopher Crawley		Exp. 12/13
Hilliard L. Hampton II	Council	Exp. 01/17
Charles Hines (Pension Board Appt)		Exp. 12/12

WATER REVIEW COMMITTEE

[MEETINGS: Scheduled by Chairman Marcus Hendricks, City Hall TIFA Room]

Sam Brown	App. 01/07/13
Carl Woods	App. 01/07/13
Ann Coleman	App. 01/07/13
Courtney Owens	App. 01/07/13
Councilmember Williams	App. 02/04/13
Mayor Pro-Tem Hendricks	App. 02/18/13
Dennis Welsio	App. 02/18/13

ZONING BOARD OF APPEALS (ZBA)

[MEETINGS: First Thursday of each month at 6:00 P.M., City Council Chambers]

3 Year Term

7 Members

State Law and Ordinance 277

Dorothy Gray	Dist. 1	Exp. 01/14/17
Clarence Oden, Jr. (VC)	Dist. 2	Exp. 01/14/17
James Cross	Dist. 3	Exp. 07/01/16
Roosevelt Stubbs (S)	Dist. 4	Exp. 09/2/17
Vanola Williams	Dist. 5	Exp. 09/03/16
Norma McDaniel	Dist. 6	Exp. 10/19/15
Richard Wooten (Chair) (Planning Comm. Appointee)		Exp. 01/14/17

Nankin Transit

[Meetings: Third Thursday of each month at 5:45 p.m., Nankin Transit 36300 Warren Rd. Westland, MI. 48185]

Michael Canty, Council Appointee

Exp. Tenure

Denise Champagne, Community Appointee

Exp. (Appointed in 2009)

2015 Community Development Block Grant Advisory Council (CDBG)

[Meetings: Dates and times are quarterly and locations are various]

Timothy Williams, Council Appointee

Exp. 2016

Lorenzo Moner, Council Appointee

Exp. 2016

COMMITTEES FORMED BY COUNCIL RESOLUTIONS**TAX INCREMENT FINANCE AUTHORITY**

[MEETINGS: Second Thursday of each month at 6:30 P.M., City Hall Council]

6 Year Term

13 Members

Resolution 85-8-331

Hilliard L. Hampton, II	Tenure
Bishop Walter L. Starghill, Jr. (Chair)	Exp. 06/07/16
Herbert Johnson (Vice Chair)	Exp. 06/07/16
Deborah Walker (Secretary)	Exp. 06/07/16
Rerhi Onomake	Exp. 03/16/21
Dennis Weislow	Exp. 06/07/19
Cassandra Leonard	Exp. 06/07/16
Mary Weislow (Treasurer)	Exp. 06/07/16
Winnie Nwankwo	Exp. 05/18/21
Akindele Akinyemi	Exp. 05/18/21

TIFA WORKING COMMITTEE FOR THE JUSTICE CENTER

5 Members

Bishop Walter L. Starghill	Exp. 06/07/16
Herbert Johnson	Exp. 06/07/16
Deborah Walker	Exp. 06/07/16
Vacant	Exp. 06/07/16
Vacant	

BROWNFIELD REDEVELOPMENT AUTHORITY

[MEETINGS: Second Tuesday of each month at 5:00 P.M., City Hall Council Chambers]

Terms 1, 2 and 3 years Up to 9 members

Resolution 02-9-458

Timothy Williams, City Council Representative

Tenure

Mark Stuhldreher, Treasurer

Tenure

M. Jeannie Fields, Community Dev. Mgr.

Tenure

Tonia C. Williams (C)

Exp. 10/06/16

Dorothy Gardner

Exp. 09/21/17

CARVER HOMES DISTRICT CITIZENS COUNCIL- *Inactive*

[MEETINGS: Third Thursday of each month at 6:30 P.M., St. Clements Manor]

Velma Hammons

Daniel Henderson

Willie Johnson

Bessie Jones

Melodie Jones

Clara Gray-Joiner

Geneva Lyles

Norma McDaniel

Ramona Rogers

Antonio Shaw

Jacqueline Treadway

Rita Watson

Barbara Whatley

Julius Williams

Glaysia Wright

Chris Yatooma

NOTES:

____ Vacancies and/or Expired terms

*Has not taken the oath

REQUEST FOR COUNCIL ACTION

To: Mark Stuhldreher, Interim City Manager

Date: September 14, 2014

From: Felicia Rutledge, City Clerk

Date for Council Consideration: September 21, 2015

ACTION REQUESTED: Consideration of a Second reading and Approval on an amendment to the City Code of Ordinance for Medical Marijuana Business License for Provisioning and Cultivation Centers with inclusion of modifications to the first reading and an update to the current fee schedule for Medical Marijuana Business License.

Current Action X Emergency Future

Funds Budgeted: If Yes Account # No N/A X

Treasurer's Approval MDS

BACKGROUND INFORMATION

On September 21, 2015 a public hearing was held and a first reading of an amendment to the City Code of Ordinance for Medical Marijuana Business License for Provisioning and Cultivation Centers. Also an update to the fee schedule for Medical Marijuana Business License was approved.

After review of the first reading of the ordinance at the September 21, 2015 meeting three changes were added to the first reading. (see attached changes in red)

The Medical Marijuana Business License Ordinance is to establish standards and procedures for the review by the City of Inkster on the issuance, renewal or revocation of medical marijuana business licenses for medical marijuana provisioning and cultivation centers in order to:

1. Serve and protect the health, safety and welfare of the general public.
2. Establish a set of rules and regulations which are fair and equitable for those interested in establishing medical marijuana provisioning and cultivation centers.
3. To provide reasonable regulation pursuant to the City's general police power granted to cities by the Michigan Constitution of 1963 and the Home Rule Act, MCL 117.1 et, seq., as amended.

Every applicant for a medical marijuana business license shall file an application under notarized oath with the City Clerk's office upon a form provided by the city, which shall fulfill the requirements indicated on the form. The application will then be forwarded to various departments for sign-offs, approvals or to proceed to the next phase within the Planning and Building departments.

There will be two types of medical marijuana licenses offered; Provisioning Center and Cultivation Center:

Provisioning Center

A facility, including a membership club where primary caregivers who are legally registered by the Michigan Department of Licensing and Regulatory Affairs (LARA) may lawfully assist qualifying patients to whom the primary caregiver is connected through the state registration process and who are also legally registered by LARA.

Cultivation Center

A facility for the cultivation and processing of medical marijuana into a usable form by the primary caregivers who are legally registered by the Michigan Department of Licensing and Regulatory Affairs (LARA).

The Administration recommendation is to cap the number of Provisioning Centers to three (3) and the Cultivation Centers to two (2). The team concurred that the amount for fees for the license needed to be comparable with surrounding cities and reflect the time to process the license. An adjustment to the current fee schedule will need to be made to reflect the recommended fee structure. (see below)

	Cultivation Center	Provisioning Center
Initial Fee	\$10k	\$5k
Annual Renewal Fee	\$10k	\$5k

The Ordinance also includes a stage one appeal process to the City Manager and a stage 2 process to the City Council.

SCOPE OF SERVICES

A second reading of the medical marijuana business license will be brought before city council for consideration. After and if approved, the City Clerk's office will begin accepting medical marijuana applications on November 5, 2015 between the hours of 8:30 a.m. and 11:30 a.m. An informational session will be held on October 13, 2015 from 4:00 p.m. until 5:30 p.m.

JUSTIFICATION

The intent of the business license for Medical Marijuana Provisioning and Cultivation Centers Ordinance is to provide regulation and fees in a manner that protects the public health, safety and welfare, mitigates potential impacts on surrounding persons and properties and that conforms with the Michigan Medical Marijuana Act and local zoning code.

PROJECT OR IMPROVEMENT TASKS

N/A

COSTS

The cost associated with the Medical Marijuana Provisioning and Cultivation Centers Business License will generate 35K yearly if all applicable Medical Marijuana business licenses are granted.

PROJECT TIME TABLE

The second reading of the Medical Marijuana Business License Ordinance will be at the October 5, 2015 meeting, thus the ordinance will take effect in 30 days and the city will begin accepting applications November 5, 2015 from 8:30 a.m. until 11:30 a.m.

RESOLUTION

Authorization is hereby given to approve a second reading and approval of the Medical Marijuana Business License Ordinance for Provisioning and Cultivation Centers.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

1st READING DRAFT

ORDINANCE 856

CHAPTER _____

Section 1: Purpose

- A. The purpose of this Chapter is to establish standards and procedures for the issuance, renewal and/or revocation of licenses for a Medical Marijuana Facility (Provisioning Center and/or Cultivation Facility) in order to:
1. Serve and protect the health, safety and welfare of the general public;
 2. Establish a set of rules and regulations which are fair and equitable for those interested in establishing a Medical Marijuana Facility;
 3. To provide reasonable regulation pursuant to the City's general police power granted to cities by the Michigan Constitution of 1963 and the Home Rule City Act, MCL § 117.1 et seq., as amended.
- B. Nothing in this Chapter, or in any companion regulatory provision adopted in any other provision of the Code of Inkster, is intended to grant, nor shall they be construed as granting, immunity from criminal prosecution for growing, sale, consumption, use, distribution, or possession of marijuana not in strict compliance with the Code of Inkster and State and Federal laws. The provisions provided herein do not protect users, caregivers or the owners/operators of a Medical Marijuana Facility where the medical use of marijuana is occurring from federal prosecution, or from having their property seized by federal authorities under the Federal Control Substances Act.

Section 2: Adoption of State Rules and Regulations.

All activities related to medical marijuana shall be in compliance with the General Rules of the Michigan Department of Community Health and the Michigan Medical Marijuana Act, Initiated Law 1 of 2008, MCL § 333.26421 et seq.

Section 3: License Required for the Operation of a Medical Marijuana Facility

- A. Each operator of a Medical Marijuana Facility shall apply for a license with the Inkster City Clerk ("Clerk"). An annual fee schedule for the initial license and annual renewal fees shall be set by City Council and such fees shall be reasonably calculated to reimburse the City for the costs associated with the enforcement of this ordinance and the continued regulation of establishments licensed hereunder.
- B. Any Medical Marijuana Facility opened prior to the adoption of this ordinance must file for a license immediately following adoption of this ordinance. Licenses will only be issued to businesses who have obtained City approval.

- C. The City will accept applications on November 5, 2015 from 8:30 a.m. through 12:00 p.m., and/or until fifteen (15) Medical Marijuana Facility applications have been received (whichever occurs first).
- D. Licenses are non-transferrable and shall only apply to the person/entity listed on the license at the address listed on the application.
- E. Licenses shall expire at the end of each calendar year on December 31st.
- F. Applications to renew a license to operate a Medical Marijuana Facility shall be filed at least 30 days prior to the date of expiration. Such renewal shall be annual and shall be accompanied by the annual fee and any other fee(s) required under this Chapter. All provisions and requirements of this Chapter apply to renewals in the same manner as the original application.
- G. The license requirements set forth in this Chapter shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any other Federal, State or local law.
- H. The issuance of any license pursuant to this Chapter does not create an exception, defense or immunity to any person in regard to any potential criminal liability the person may have for production, distribution or possession of marijuana, possession of drug paraphernalia or presence in a place where drugs are being used, stored or kept.
- I. Applications for a license required by this Chapter shall be made with forms provided by the Clerk, which shall be signed and verified under oath by the applicant, if an individual, or by the authorized agent for any firm, partnership, association, corporation, company or organization and shall set forth and/or provide at a minimum, the following information and documentation:
 - 1. If the applicant is an individual he/she must provide their: name, address and telephone number, master driving record and criminal complaint history (CCH). If the individual intends to operate an unincorporated individual proprietorship, they must also obtain a general business license as provided for under the Inkster City Code;
 - 2. If the applicant is a partnership, or an employee, it must provide: the name of the organization and each partner, residential and business address and telephone number of each partner and the business, and each partner's CCH and master driving record, along with a copy of the partnership's City of Inkster business license;
 - 3. If the applicant is a corporation, it must provide: the name of the organization, date of organization and certificate of good standing from the state under which the corporation was organized, a copy of the corporation's City of Inkster business license, the names of the principal officers, directors and local representatives of

- their organization, their residential and business addresses, telephone numbers, their CCH and master driving record;
4. The length of time for which the right to do business as a Medical Marijuana Facility is sought;
 5. A recent color photograph of the applicant or the agent for the applicant who is to do the actual assessments and/or certification for the Medical Marijuana Facility. The photograph shall be two inches by two inches showing head and shoulders of applicant or agent and shall be supplied by the applicant or agent;
 6. A brief description of the product, products or services involved at the Medical Marijuana Facility;
 7. The name, address and telephone number of the organization's registered agent or the party that has the full power and authority to accept service of process for and on behalf of applicant in respect to any matters connected with or arising out of the business transacted under said license with full acknowledgement that service on said agent shall be valid when personally served on him/her.
 8. The location and mailing address and all telephone numbers where the Medical Marijuana Facility will be located.
 9. The operator of the Medical Marijuana Facility shall be required to submit proof, in a form acceptable to the Clerk, of ownership of the property where the Medical Marijuana Facility is to be operated. If the location/property/premises of the Medical Marijuana Facility to be licensed hereunder is not owned by the operator of the Medical Marijuana Facility, the operator shall submit alternate written proof in a form acceptable to the Clerk that the titled owner of the location/property/premises to be licensed has given notarized written consent to the operator to use the premises for the licensed use.
 10. A copy of approvals from the City Planning and Building Department including: Special Conditions Use, Site Plan and Building Permits.
 11. A copy of the certificate of occupancy from the City for the location of the Medical Marijuana Facility.
 12. Proof that all fees imposed hereunder have been paid in full and that the applicant is not otherwise indebted to the City or in default of any other provision of the Inkster City Code.
 13. A signed release from the applicant permitting the police department to perform a criminal background check to ascertain whether the applicant and operator named on the application have been convicted of a felony.

14. A binding release of liability and agreement to hold harmless the City of Inkster from any liability arising out of the operation of the Medical Marijuana Facility.
 15. Proof of insurance providing coverage for fire and loss liability and claims arising out of conditions, activities, structures and facilities maintained in relation to the Medical Marijuana Facility, in an amount of no less than one million dollars umbrella coverage.
 16. A copy of the applicant's computerized criminal history (CCH).
 17. A History of the applicant's ordinance and state law license and permit revocation and ordinance violations.
- J. The Clerk may not issue a license under this Chapter until the applicant has completed the application, provided all the information and documentation required herein and paid all fees.

Section 4: Definitions and Legislative Findings and Intent

- A. Any term set forth herein shall have the meaning assigned to it by §10.05 of the Inkster City Code. The legislative findings and intent of this Chapter shall be identical to those set forth in §10.02 of the Inkster City Code.
- B. Provisioning Center is defined as – a commercial entity that acquires, possesses, delivers, transfers, or transports medical marijuana and sells, supplies, or provides to registered qualifying patients, directly or through the patients' registered primary caregiver, to the extent that is authorized by State of Michigan regulations. Provisioning center includes any commercial property where medical marijuana is sold to registered qualifying patients or registered primary caregivers. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver in accordance with State of Michigan regulations is excluded from this definition.
- C. Cultivation Facility is defined as – a facility for the cultivation, manufacturing, and processing of medical marijuana into a usable form by primary caregivers who are legally registered by the Michigan Department of Community Health (MDCH) in accordance with the Michigan Medical Marijuana Act, as amended. Consistent with a manufacturing and wholesaling facility, primary caregivers who are legally registered by the MDCH may lawfully assist qualifying patients who are also legally registered by the MDCH with the medical use of marijuana in accordance with the Michigan Medical Marijuana Act, as amended.

Section 5: Issuance of License

- A. The Clerk shall issue a license hereunder to the applicant unless the Clerk finds a reason for denial, as stated in subsection C, below. The license shall be for no more than one (1) year in length.
- B. There shall not be more than two (2) Cultivation Facility and three (3) Provisioning Center licenses issued by the City at any given time.
- C. The standards for denial of a license are as follows:
 - 1. The application is not completely filled out or information is not provided as required by the prior Sections herein.
 - 2. The applicant's CCH shows a conviction or convictions for activities that pose a threat or a danger to the residents of the City should a license be granted including, but not limited to: drunk driving, disturbing the peace, assault and battery, domestic violence, theft, dishonesty or deception, fraud, criminal sexual conduct, felonious assault, murder, and violations of the Controlled Substance Act.
 - 3. Verification of any of the information required by Section (3) shows the information provided by the applicant to be fraudulent, a misrepresentation, or a false statement.
 - 4. An investigation through the City Police Department or any other law enforcement agency that shows a pattern and history of conduct which would justify a revocation of the applicant's permit under Section (8).
 - 5. The applicant or any of the proposed employees/partners/members of the applicant have a habitual history of business license/permit violations, revocations, or a habitual history of ordinance violations.
 - 6. Failure to pay the nonrefundable licensing application fee herein or the application fee.
 - 7. No license shall be issued to any applicant until such applicant shall have obtained the age of twenty-one (21) years.
 - 8. The applicant's Medical Marijuana Facility license has previously been revoked.
 - 9. The building/premises where the Medical Marijuana Facility is to be located is in violation of any City building, fire, electrical or health codes.
 - 10. The applicant and/or business has outstanding taxes, fines, fees or liens owed to the City.

11. Failure to comply with the Inkster Zoning Ordinance or any other Inkster City Codes.
12. Any other competent, material and substantial evidence indicating the applicant or any of the applicant's proposed employees/partners/members pose an apparent danger to the health, safety and welfare of the people of the City and/or the activity proposed to be permitted constitutes an apparent danger to the health, safety and welfare of the people of the City.
13. The designated maximum number of licenses: (2 Cultivation and 3 Provisioning) have already been granted by the City.

Section 6: Appeal of Clerk's Denial

- A. Any applicant for a license to operate a Medical Marijuana Facility under this Chapter may appeal the clerk's denial of the license to the City Manager, provided however that:
 1. the applicant has paid all permitting, licensing and application fees related to the operation of a Medical Marijuana Facility pursuant to Section 7, below;
 2. Within seven days of the applicant's receipt of the clerk's denial, the applicant made a written objection of the Clerk's denial to the City Manager that;
 - i. Has a valid and verifiable date of service of process;
 - ii. Sets forth with particularity the grounds on which the objection is based;
 - iii. Seeks consideration of the appeal to the City Manager.
- B. Should the City Manager deny the applicant's Appeal, the Applicant may appeal to the City Council and the Council shall:
 1. Allow the applicant or its representative an opportunity to speak and present any affidavits and documentary evidence in support of the appeal so long as the presentation shall be reasonably limited in time;
 2. Sustain the Clerk's determination unless it finds the Clerk's denial of the license to have been an abuse of discretion hereunder;
 3. Issue a formal written Resolution deciding the appeal within 30 days of the hearing set forth herein;
- C. The Mayor shall preside over any appellate hearing and employ a relaxed evidentiary standard for the admission of evidence.

Section 7: Fees

A. The City shall assess fees as follows:

1. Each applicant for a license to operate a Medical Marijuana Facility shall pay an application fee which shall be fixed annually by resolution of the Inkster City Council as part of its statutory budgeting process and at such other times as the City Council, in its discretion and by resolution, believes is necessary to defray the costs associated with the licensing regulation and enforcement activities contemplated hereunder.
2. In addition and the same manner, Inkster City Council shall impose an annual licensing fee by resolution as part of its statutory budgeting process and at such other times as the City Council, in its discretion and by resolution, believes is necessary to defray the costs associated with the licensing regulation and enforcement activities contemplated hereunder.

Section 8: Non-renewal or Revocation

The City may choose not to renew or to revoke a license based on any of the following:

1. Failure to meet or maintain the conditions and requirements established by this Chapter or any related provisions of Inkster City Code or State, Federal or local laws.
2. One or more violations of any City ordinance on the premises;
3. Nuisance or blight violations on the premises;
4. A demonstrated history of excessive calls for public safety (police, fire, and EMS) originating from the premises, being three or more calls in any 30-day period; or
5. Nonpayment of real or personal property taxes, fines, fees or liens owed to the City;
6. Any fraud, misrepresentation, or false statement contained in the application for a license;
7. Any fraud misrepresentation, or false statement made in connection with services and / or merchandise;
8. Conviction of the licensee of a felony;
9. Conducting business in an unlawful manner or in such a manner as to constitute a breach of peace.

Section 9: Civil Forfeiture

Any marijuana or drug paraphernalia used, sold or possessed with intent to sell in violation of this Chapter shall be seized and forfeited to the City of Inkster along with any proceeds received from any such illegal sales.

Section 10: Criminal Penalty

Any violations of this Chapter shall be punishable in accordance with §10.99 of the Inkster Code of Ordinances.

Section 11: Repealer

Any section of the Inkster City Code that is in conflict with this Chapter is hereby repealed.

Section 12: Severability

If any word, clause, sentence, paragraph or provision of this Chapter is deemed to be invalid by a court of competent jurisdiction, such word, clause, sentence, paragraph or provision so designated shall be deemed severable and the remaining provisions of the Chapter shall be deemed fully enforceable.

Section 13: License Not Transferable

Any license granted hereunder may not be sold or otherwise transferred from the person or entity that made the application to any other person or entity.

Section 14: Effective Date.

The terms and provisions of this Chapter shall take effect after its passage, approval and publication in accordance with the law.

Section 15: Hours of Operation.

Permissible hours of operation for a Medical Marijuana Facility shall be:

Monday – Friday: 9am through 9pm

Saturdays: 9am through 6pm

Sundays: 10am through 6pm

2ND READING (MODIFICATIONS) DRAFT

ORDINANCE _____
CHAPTER _____

Section 1: Purpose

- A. The purpose of this Chapter is to establish standards and procedures for the issuance, renewal and/or revocation of licenses for a Medical Marijuana Facility (Provisioning Center and/or Cultivation Facility) in order to:
1. Serve and protect the health, safety and welfare of the general public;
 2. Establish a set of rules and regulations which are fair and equitable for those interested in establishing a Medical Marijuana Facility;
 3. To provide reasonable regulation pursuant to the City's general police power granted to cities by the Michigan Constitution of 1963 and the Home Rule City Act, MCL § 117.1 et seq., as amended.
- B. Nothing in this Chapter, or in any companion regulatory provision adopted in any other provision of the Code of Inkster, is intended to grant, nor shall they be construed as granting, immunity from criminal prosecution for growing, sale, consumption, use, distribution, or possession of marijuana not in strict compliance with the Code of Inkster and State and Federal laws. The provisions provided herein do not protect users, caregivers or the owners/operators of a Medical Marijuana Facility where the medical use of marijuana is occurring from federal prosecution, or from having their property seized by federal authorities under the Federal Control Substances Act.

Section 2: Adoption of State Rules and Regulations.

All activities related to medical marijuana shall be in compliance with the General Rules of the Michigan Department of Community Health and the Michigan Medical Marijuana Act, Initiated Law 1 of 2008, MCL § 333.26421 et seq.

Section 3: License Required for the Operation of a Medical Marijuana Facility

- A. Each operator of a Medical Marijuana Facility shall apply for a license with the Inkster City Clerk ("Clerk"). An annual fee schedule for the initial license and annual renewal fees shall be set by City Council and such fees shall be reasonably calculated to reimburse the City for the costs associated with the enforcement of this ordinance and the continued regulation of establishments licensed hereunder.
- B. Any Medical Marijuana Facility opened prior to the adoption of this ordinance must file for a license immediately following adoption of this ordinance. Licenses will only be issued to businesses who have obtained City approval.

- C. The City will accept applications on November 5, 2015 from 8:30 a.m. through 12:00 p.m., and/or until fifteen (15) Medical Marijuana Facility applications have been received (whichever occurs first).
- D. Licenses are non-transferrable and shall only apply to the person/entity listed on the license at the address listed on the application. Licensees in good standing with the City, have no code violations and/or unpaid taxes or fees, are permitted to transfer licenses to new addresses or locations provided all necessary City approvals are obtained prior to requesting the transfer.
- E. Licenses shall expire at the end of each calendar year on December 31st.
- F. Applications to renew a license to operate a Medical Marijuana Facility shall be filed at least 30 days prior to the date of expiration. Such renewal shall be annual and shall be accompanied by the annual fee and any other fee(s) required under this Chapter. All provisions and requirements of this Chapter apply to renewals in the same manner as the original application.
- G. The license requirements set forth in this Chapter shall be in addition to, and not in lieu of, any other licensing and permitting requirements imposed by any other Federal, State or local law.
- H. The issuance of any license pursuant to this Chapter does not create an exception, defense or immunity to any person in regard to any potential criminal liability the person may have for production, distribution or possession of marijuana, possession of drug paraphernalia or presence in a place where drugs are being used, stored or kept.
- I. Applications for a license required by this Chapter shall be made with forms provided by the Clerk, which shall be signed and verified under oath by the applicant, if an individual, or by the authorized agent for any firm, partnership, association, corporation, company or organization and shall set forth and/or provide at a minimum, the following information and documentation:
 - 1. If the applicant is an individual he/she must provide their: name, address and telephone number, master driving record and criminal complaint history (CCH). If the individual intends to operate an unincorporated individual proprietorship, they must also obtain a general business license as provided for under the Inkster City Code;
 - 2. If the applicant is a partnership, or an employee, it must provide: the name of the organization and each partner, residential and business address and telephone number of each partner and the business, and each partner's CCH and master driving record, along with a copy of the partnership's City of Inkster business license;

3. If the applicant is a corporation, it must provide: the name of the organization, date of organization and certificate of good standing from the state under which the corporation was organized, a copy of the corporation's City of Inkster business license, the names of the principal officers, directors and local representatives of their organization, their residential and business addresses, telephone numbers, their CCH and master driving record;
4. The length of time for which the right to do business as a Medical Marijuana Facility is sought;
5. A recent color photograph of the applicant or the agent for the applicant who is to do the actual assessments and/or certification for the Medical Marijuana Facility. The photograph shall be two inches by two inches showing head and shoulders of applicant or agent and shall be supplied by the applicant or agent;
6. A brief description of the product, products or services involved at the Medical Marijuana Facility;
7. The name, address and telephone number of the organization's registered agent or the party that has the full power and authority to accept service of process for and on behalf of applicant in respect to any matters connected with or arising out of the business transacted under said license with full acknowledgement that service on said agent shall be valid when personally served on him/her.
8. The location and mailing address and all telephone numbers where the Medical Marijuana Facility will be located.
9. The operator of the Medical Marijuana Facility shall be required to submit proof, in a form acceptable to the Clerk, of ownership of the property where the Medical Marijuana Facility is to be operated. If the location/property/premises of the Medical Marijuana Facility to be licensed hereunder is not owned by the operator of the Medical Marijuana Facility, the operator shall submit alternate written proof in a form acceptable to the Clerk that the titled owner of the location/property/premises to be licensed has given notarized written consent to the operator to use the premises for the licensed use.
10. A copy of approvals from the City Planning and Building Department including: Special Conditions Use, Site Plan and Building Permits.
11. A copy of the certificate of occupancy from the City for the location of the Medical Marijuana Facility.
12. Proof that all fees imposed hereunder have been paid in full and that the applicant is not otherwise indebted to the City or in default of any other provision of the Inkster City Code.

13. A signed release from the applicant permitting the police department to perform a criminal background check to ascertain whether the applicant and operator named on the application have been convicted of a felony.
 14. A binding release of liability and agreement to hold harmless the City of Inkster from any liability arising out of the operation of the Medical Marijuana Facility.
 15. Proof of insurance providing coverage for fire and loss liability and claims arising out of conditions, activities, structures and facilities maintained in relation to the Medical Marijuana Facility, in an amount of no less than one million dollars umbrella coverage.
 16. A copy of the applicant's computerized criminal history (CCH).
 17. A History of the applicant's ordinance and state law license and permit revocation and ordinance violations.
- J. The Clerk may not issue a license under this Chapter until the applicant has completed the application, provided all the information and documentation required herein and paid all fees.

Section 4: Definitions and Legislative Findings and Intent

- A. Any term set forth herein shall have the meaning assigned to it by §10.05 of the Inkster City Code. The legislative findings and intent of this Chapter shall be identical to those set forth in §10.02 of the Inkster City Code.
- B. Provisioning Center is defined as – a commercial entity that acquires, possesses, delivers, transfers, or transports medical marijuana and sells, supplies, or provides to registered qualifying patients, directly or through the patients' registered primary caregiver, to the extent that is authorized by State of Michigan regulations. Provisioning center includes any commercial property where medical marijuana is sold to registered qualifying patients or registered primary caregivers. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver in accordance with State of Michigan regulations is excluded from this definition.
- C. Cultivation Facility is defined as – a facility for the cultivation, manufacturing, and processing of medical marijuana into a usable form by primary caregivers who are legally registered by the Michigan Department of Community Health (MDCH) in accordance with the Michigan Medical Marijuana Act, as amended. Consistent with a manufacturing and wholesaling facility, primary caregivers who are legally registered by the MDCH may lawfully assist qualifying patients who are also legally registered by the MDCH with the medical use of marijuana in accordance with the Michigan Medical Marijuana Act, as amended.

Section 5: Issuance of License

- A. The Clerk shall issue a license hereunder to the applicant unless the Clerk finds a reason for denial, as stated in subsection C, below. The license shall be for no more than one (1) year in length.
- B. **In the event a licensee does not commence operations within 180 days after being issued a license, the license shall be deemed forfeited and the business may not commence operations.**
- C. There shall not be more than two (2) Cultivation Facility and three (3) Provisioning Center licenses issued by the City at any given time.
- D. The standards for denial of a license are as follows:
 - 1. The application is not completely filled out or information is not provided as required by the prior Sections herein.
 - 2. The applicant's CCH shows a conviction or convictions for activities that pose a threat or a danger to the residents of the City should a license be granted including, but not limited to: drunk driving, disturbing the peace, assault and battery, domestic violence, theft, dishonesty or deception, fraud, criminal sexual conduct, felonious assault, murder, and violations of the Controlled Substance Act.
 - 3. Verification of any of the information required by Section (3) shows the information provided by the applicant to be fraudulent, a misrepresentation, or a false statement.
 - 4. An investigation through the City Police Department or any other law enforcement agency that shows a pattern and history of conduct which would justify a revocation of the applicant's permit under Section (8).
 - 5. The applicant or any of the proposed employees/partners/members of the applicant have a habitual history of business license/permit violations, revocations, or a habitual history of ordinance violations.
 - 6. Failure to pay the nonrefundable licensing application fee herein or the application fee.
 - 7. No license shall be issued to any applicant until such applicant shall have obtained the age of twenty-one (21) years.

8. The applicant's Medical Marijuana Facility license has previously been revoked.
9. The building/premises where the Medical Marijuana Facility is to be located is in violation of any City building, fire, electrical or health codes.
10. The applicant and/or business has outstanding taxes, fines, fees or liens owed to the City.
11. Failure to comply with the Inkster Zoning Ordinance or any other Inkster City Codes.
12. Any other competent, material and substantial evidence indicating the applicant or any of the applicant's proposed employees/partners/members pose an apparent danger to the health, safety and welfare of the people of the City and/or the activity proposed to be permitted constitutes an apparent danger to the health, safety and welfare of the people of the City.
13. The designated maximum number of licenses: (2 Cultivation and 3 Provisioning) have already been granted by the City.

Section 6: Appeal of Clerk's Denial

- A. Any applicant for a license to operate a Medical Marijuana Facility under this Chapter may appeal the clerk's denial of the license to the City Manager, provided however that:
 1. the applicant has paid all permitting, licensing and application fees related to the operation of a Medical Marijuana Facility pursuant to Section 7, below;
 2. Within seven days of the applicant's receipt of the clerk's denial, the applicant made a written objection of the Clerk's denial to the City Manager that;
 - i. Has a valid and verifiable date of service of process;
 - ii. Sets forth with particularity the grounds on which the objection is based;
 - iii. Seeks consideration of the appeal to the City Manager.
- B. Should the City Manager deny the applicant's Appeal, the Applicant may appeal to the City Council and the Council shall:
 1. Allow the applicant or its representative an opportunity to speak and present any affidavits and documentary evidence in support of the appeal so long as the presentation shall be reasonably limited in time;
 2. Sustain the Clerk's determination unless it finds the Clerk's denial of the license to have been an abuse of discretion hereunder;

3. Issue a formal written Resolution deciding the appeal within 30 days of the hearing set forth herein;
- C. The Mayor shall preside over any appellate hearing and employ a relaxed evidentiary standard for the admission of evidence.

Section 7: Fees

- A. The City shall assess fees as follows:
1. Each applicant for a license to operate a Medical Marijuana Facility shall pay an application fee which shall be fixed annually by resolution of the Inkster City Council as part of its statutory budgeting process and at such other times as the City Council, in its discretion and by resolution, believes is necessary to defray the costs associated with the licensing regulation and enforcement activities contemplated hereunder.
 2. In addition and the same manner, Inkster City Council shall impose an annual licensing fee by resolution as part of its statutory budgeting process and at such other times as the City Council, in its discretion and by resolution, believes is necessary to defray the costs associated with the licensing regulation and enforcement activities contemplated hereunder.

Section 8: Non-renewal or Revocation

The operation of a medical marijuana facility shall be a revocable privilege and not a right in the City; the City may choose not to renew or to revoke a license based on any of the following:

1. Failure to meet or maintain the conditions and requirements established by this Chapter or any related provisions of Inkster City Code or State, Federal or local laws.
2. One or more violations of any City ordinance on the premises;
3. Nuisance or blight violations on the premises;
4. A demonstrated history of excessive calls for public safety (police, fire, and EMS) originating from the premises, being three or more calls in any 30-day period; or
5. Nonpayment of real or personal property taxes, fines, fees or liens owed to the City;
6. Any fraud, misrepresentation, or false statement contained in the application for a license;

7. Any fraud misrepresentation, or false statement made in connection with services and / or merchandise;
8. Conviction of the licensee of a felony;
9. Conducting business in an unlawful manner or in such a manner as to constitute a breach of peace.

Section 9: Civil Forfeiture

Any marijuana or drug paraphernalia used, sold or possessed with intent to sell in violation of this Chapter shall be seized and forfeited to the City of Inkster along with any proceeds received from any such illegal sales.

Section 10: Criminal Penalty

Any violations of this Chapter shall be punishable in accordance with §10.99 of the Inkster Code of Ordinances.

Section 11: Repealer

Any section of the Inkster City Code that is in conflict with this Chapter is hereby repealed.

Section 12: Severability

If any word, clause, sentence, paragraph or provision of this Chapter is deemed to be invalid by a court of competent jurisdiction, such word, clause, sentence, paragraph or provision so designated shall be deemed severable and the remaining provisions of the Chapter shall be deemed fully enforceable.

Section 13: License Not Transferable

Any license granted hereunder may not be sold or otherwise transferred from the person or entity that made the application to any other person or entity.

Section 14: Effective Date.

The terms and provisions of this Chapter shall take effect after its passage, approval and publication in accordance with the law.

Section 15: Hours of Operation.

Permissible hours of operation for a Medical Marijuana Facility shall be:

Monday – Friday:	9am through 9pm
Saturdays:	9am through 6pm
Sundays:	10am through 6pm



MEDICAL MARIJUANA LICENSE APPLICATION

CITY OF INKSTER'S CLERK'S OFFICE
26215 TROWBRIDGE INKSTER, MI. 48141

Office (313) 563-9770

www.cityofinkster.com

**All required information must be submitted at the time of application.
Attach additional pages when necessary.**

Refundable less a 20% administration fee - subject to change by City Council without notice.

Provisioning Centers - \$5,000 – Initial License Fee Annual Renewal Fee - \$5,000

Cultivation Center - \$ 10,000 – Initial License Fee Annual Renewal Fee - \$10,000

Type of application

- ☐ Provisioning Center
☐ Cultivation Center (Growing/Manufacturing)

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initials

BUSINESS INFORMATION

Business Name:		Phone:
Business Address:		
City:	State:	Zip:
Business Mailing Address (if different):		
City:	State:	Zip:
Square footage to be occupied:		Number of Employees:
Hours of Operation:		
Number of Registered Qualifying Patients (estimate if first year):		
Number of Registered Qualifying Caregivers (estimate if first year):		
Business type: (check all that apply)		
☐ Sole Proprietorship		
☐ Corporation (including LLC)		
☐ Partnership		
☐ S Corporation		
☐ Trust		

☐ Non-Profit Organization

If business type is anything other than a sole proprietorship, attach the following:

☐ Attachment A - Articles of incorporation

DRAFT

List below all officers, directors, officers, and shareholders including their home addresses. If the business is a partnership, list the names and home addresses of each of the partners. If necessary, provide additional information on a separate sheet.

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initials

Name	Home Address, City, State & Zip Code	DOB	Position

APPLICANT INFORMATION: Highest level official or employee of business/cooperative such as Board President, Chief Executive Officer, Executive Director or comparable position.

Applicant Name: _____ Date of Birth: _____

Applicant Address: _____

City: _____ State: _____ Zip: _____

☐ Attachment B - Provide state or federally issued photo identification.

OPERATOR INFORMATION: If different than the applicant, list the individual(s) responsible for day to day operations.

Operator Name: _____ Date of Birth: _____

Applicant Address: _____

City: _____ State: _____ Zip: _____

Operator Name: _____ Date of Birth: _____

Applicant Address: _____

City: _____ State: _____ Zip: _____

☐ Attachment C - Provide state or federally issued photo identification.

Clerk
initials

LICENSE INFORMATION

Has the applicant and/or operator been denied an application for a medical marijuana dispensary growing facility or other related business from any jurisdiction?

☐ Yes ☐ No

If yes state when, where and why: _____

Has the applicant had a medical dispensary/grow facility license suspended or revoked by any jurisdiction?

☐ Yes ☐ No

If yes state when, where and why: _____

If yes, what was the next business activity or occupation of the occupant subsequent to such action of suspension or revocation? _____

Has the applicant or operator ever been convicted of a felony or controlled substances violations(s) in a federal, state, or other court? ☐ Yes ☐ No

If yes, please provide the following: (if necessary, provide additional information on a separate sheet): **Provide ICHAT for each caregiver.**

Name and Location of Court	Conviction Charge	Sentence	Date of Sentencing	Last date of incarceration/parole/probation

PROPERTY OWNER INFORMATION

Owner Name: _____

Home Address: _____

Home Phone: _____

City: _____

State: _____

Zip: _____

Does the Applicant have legal possession of the premises from the date that this license will be issued by virtue of ownership, lease or other arrangement?

☐ Ownership ☐ Lease ☐ Other: (explain in detail)

- ☐ Attachment D - Provide proof of ownership or copy of the lease
- ☐ Attachment E - If premises are leased, attach written permission from the owner of the premises for the use specified in this application

FACILITY INFORMATION

Does applicant have alarm system in place? ☐ Yes ☐ No

If yes, name of alarm company, contact name and number: _____

Does the applicant propose to have retail sales other merchandise on site?

☐ Yes ☐ No

If yes, what items will be sold? _____

- ☐ Attachment F - Proof of insurance for fire damage in the amount of the value of the premises and liability insurance with the minimum limits of \$500,000
- ☐ Attachment G - Proof that all employees are over the age of 21
- ☐ Attachment H - Describe storage facilities of all medical marijuana on site.
- ☐ Attachment I - Describe the security plan for this facility included, but not limited to, any lighting, alarms, barriers, recording/monitoring devices, and/or security guard arrangements.

Clerk
initials

Additional attachments:

- ☐ **Attachment J** - Describe the process for tracking medical marijuana quantities and inventory controls including medical marijuana products received from outside sources, as well as caregivers/patients on the premises.
- ☐ **Attachment K** - Area map, drawn to scale, indicating within a radius of one thousand feet (1,000) from the boundaries of the proposed dispensary location, the proximity of the site to any school and existing dispensaries and/or growing/manufacturing facilities.
- ☐ **Attachment L – Provisioning Center applications only:** Provide a description of the products and services to be provided by the provisioning center, including retail sales and any related accommodations or facilities.
- ☐ **Attachment M – Cultivation Center applications only:** Include proof that all participating caregivers (up to 5) have been legally registered by the Michigan Department of Licensing and Affairs (LARA) in accordance with the Michigan Medical Marijuana Act, as amended.

Oath of Application

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the City of Inkster Municipal Code and all Rules and Regulations which govern my Provisioning Centers and Cultivation Centers License Application as well as those of the State of Michigan.

Authorized Signature	Title	Date
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Authorization of Criminal Background Check

I hereby allow the City of Inkster Police Department to perform a criminal background check based on information gathered from this application form.

Applicant's Printed Name	Title	Date
Applicant's Signature	Title	Date

Operator's Printed Name	Title	Date
Operator's Signature		

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

Subscribed and sworn to before me a Notary Public on this ____ day of _____, 20__, by the above named _____, who has appeared before me and presented photo identification and sworn that they have read the foregoing and says it is true to the best of his/her knowledge.

_____, Notary Public
Wayne County, Michigan
My commission expires: _____

Release of Liability, Indemnification and Waiver

This Application or the granting of a license hereunder is not intended to grant, nor shall it be construed as granting, immunity from criminal prosecution for growing, sale, consumption, use, distribution, or possession of marijuana not in strict compliance with State or Federal law. Also, since Federal law is not affected by the State Act (Michigan Medical Marihuana Act, Initiated Law 1 of 2008), nothing in this license application, the granting of a license hereunder, or any City of Inkster ordinance, policy or rule, is intended to grant, nor shall they be construed as granting, immunity from criminal prosecution under Federal law. The State Act, this license application or the issuance of a city license does not protect users, caregivers or the owners of properties on which the medical use of marijuana is occurring from Federal Prosecution, or from having their property seized by Federal authorities under the Federal Controlled Substances Act.

Upon issuance and acceptance of a Medical Marijuana License and/or renewal, the undersigned individually and on behalf of _____, as its duly authorized agent, hereby unconditionally and irrevocably waives, discharges, and releases the City of Inkster its agents, employees and officials from any and all claims damages and liability in any way arising out of or related to the licensed premises including, but not limited to, issuance of a license to licensee and any and all acts, omissions damages or injuries to any person or property resulting from any act, omission, condition, occurrence or criminal act occurring upon or in relation to the licensed premises, and to indemnify, defend, and hold harmless the City of Inkster including its agents, employees and officials to the fullest extent permitted by law and equity for any and all claims, damages, injuries or liabilities at law or equity in any way arising out of or related to any acts, omissions, activities, conditions or occurrences or incidents in any way related to the licensed premises.

Additionally, the applicant hereby agrees to not violate any of the laws of the State of Michigan or the ordinances of the City of Inkster in conducting the business in which the license will be used, and that a violation on the premises may be cause for objecting to renewal of the license, or for requesting revocation of the license. As well, the applicant agrees to make the premises open for inspection upon request by the Building Official the Fire Department and law enforcement officials for compliance with all applicable laws and rules, during the stated hours of operation/use and as such other times as anyone is present on the premises. The applicant agrees to quarterly inspections by the City Official's designee to confirm the dispensary or growing/manufacturing is operating in accordance with applicable laws including, but not limited to, State Law and City Ordinances.

Authorized Signature	Title	Date
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For Department Use Only

City Clerk Application Date Received _____ Complete/Incomplete

Planning/Zoning Approved/Not Approved Date: _____

Building Department Approval: _____ Signed by: _____

Police Department Approval: _____ Signed by: _____

Fire Department Approval: _____ Signed by: _____

Treasurer's Approval: _____ Signed by: _____

Assessor's Approval: _____ Signed by: _____

City Attorney's Approval: _____ Signed by: _____

City Clerk: _____ Final Approval _____ Date _____



Medical Marijuana License Informational Sheet

- Applicants **MUST** go thru the Planning Department to obtain a Special Conditions Use Permit (SCU) and Site Plan Review.*(this process includes City Council Approval)
- Applicants **MUST** receive a Certificate of Occupancy from the Building Department.
- Transaction can occur between caregiver and their registered patients only.
- There must be a bonafide relationship between patient and caregiver per the changes to the state act (2013).
- Each caregiver at a provisioning center must have a separate locked area for the storage of their product.
- All medical marijuana and related products must be labeled to indicate weight in grams or ounces.
- No growing is allowed at a provisioning center (includes clones) per City ordinance.
- No consumption is allowed in a provisioning center per City ordinance.
- The amount of usable medical marijuana on site (in any form) cannot exceed the number of caregivers/patients on site at any time.
- The log and/or database of medical marijuana transactions must be available for review by City inspectors at any time.
- Fifteen (15) applications will be accepted for provisioning centers; seven (7) applications will be accepted for cultivation centers. Of those applications five (5) provisioning centers and three (3) cultivation centers will be advanced to the Planning department for Special Conditions Use and Site Plan Review. Three (3) provisioning center and two (2) cultivation center applicants will be issued a Certificate of Occupancy for a final issuance of Medical Marijuana License (provisioning, cultivation center)

All Medical Marijuana licenses are non-transferrable.

The approval of the above use and occupancy is limited to those items described, and that further change, expansion or addition from the approved use is expressly prohibited without approval. All licensed medical marijuana provisioning centers and cultivation center shall have a sign measuring at least 11 x 17 inches installed and maintained in a conspicuous location visible

to all persons entering the premises located inside the building that reads as follows:
THE MICHIGAN MEDICAL MARIHUANA ACT ACKNOWLEDGES THAT "FEDERAL LAW CURRENTLY
PROHIBITS ANY USE OF MARIHUANA EXCEPT UNDER VERY LIMITED CIRCUMSTANCES." SEE
MCL 333.26422(c). IF YOU HAVE ANY QUESTIONS OR CONCERNS PLEASE CONSULT WITH
YOUR ATTORNEY.

Applicant/Operator's signature

Date

DRAFT



City of Inkster

Office of the City Clerk

26215 Trowbridge Inkster, MI. 48141

Phone: (313) 5639770 Fax: (734) 487-8742

www.cityofinkster.com

Medical Marijuana Dispensary License

Address:

License No.:

Business Name:

Date Issued:

License Expires: December 31, 2016

The renewal process for Medical Marijuana Dispensary licenses begins December 31st, 2016.

License is non-transferrable and may not be sold or assigned

This license is granted pursuant to City of Inkster Ordinance No. _____ and is only evidence that the licensee has applied for a license under said ordinance and met the minimum standards required.

The granting and issuance of this license does not legalize any act prohibited by State or Federal law is not intended to grant, nor shall it be construed as granting, immunity from criminal prosecution for growing, sale, consumption, use, distribution, or possession of marijuana not in strict compliance with City Ordinance, State law or rules. Also, since Federal law is not affected by State law or rules, nothing in this license, or in any companion regulatory provision adopted in any provision of the Code of Ordinances of the City of Inkster, is intended to grant, nor shall they be construed as granting, immunity from criminal prosecution under State or Federal law. State law and the City Code do not protect users, caregivers or the owners of properties on which the medical use of marijuana is occurring from State or Federal Prosecution, or from having their property seized by State or Federal authorities under the Federal Controlled Substances Act, or any provision of State law.

If the requirements of Chapter ??? of the City of Inkster Code are not complied with, the City may revoke any license granted and/or initiate prosecution for a civil infraction violation. A person or organization who has been issued a permit shall submit it for examination upon demand by any City official or police officer.

Felicia Rutledge, City Clerk

REQUEST FOR COUNCIL ACTION

To: Mark Stuhldreher City Treasurer/Interim City Manager

Date: September 25, 2015

From: Felicia Rutledge, City Clerk

FR

Date for Council Consideration: October 5, 2015

ACTION REQUESTED: Consideration to retain and sign the agreement with CivicPlus Advantage for the hosting of website services for the City of Inkster.

Current Action x Emergency Future

Funds Budgeted: If Yes Account No N/A X

Treasurer's Approval *MD*

BACKGROUND INFORMATION

City Administration was tasked with meeting and reviewing different companies for website hosting. City Staff understands that the website plays an intricate part in the city being transparent.

An issuance of a RFP for website services on June 16, 2015 was placed on Michigan Municipal Leagues website, and the city of Inkster website. The City received eleven (11) responses. A committee comprised of city staff was tasked with the review of each proposal and providing a recommendation.

Staff thought the recommended company of CivicPlus best fit the city needs. Further, they had flexible payment plans that were conducive to the sensitivity of city finances. The bid review tabulation/scoring matrix is attached.

CivicPlus is able to develop a custom plan to accomplish many goals including a new visually appealing website design that is mobile friendly and also a companion mobile app that can be downloaded for free for residents and website viewers that prefer to use apps over their mobile web browser. All of the online solutions will be managed from the same easy to use government content management system that includes many tools like the ability to use online forms, send out notifications, create easy to use and understandable web pages, electronically send out bids, respond timely to FOIA requests, and publish public notices online to name a few of the many benefits. CivicPlus has over 15 years of service to the local government market and they have won over 300+ website awards by government associations like ICMA & 3CMA.

SCOPE OF SERVICES

CiviPlus plans on helping the city of Inkster achieve our vision by implementing a five (5) step process that includes:

1. Vision – Determine where the city wants to go with the website and why.
2. Alignment – Communicate our goals to everyone involved in the process.
3. Usability – Help assist designing a website that is up-to-date, easy to navigate and user friendly.

4. Mobility – Keeping website visitors in touch from any device.
5. Measurement – Monitoring how successful our website is throughout the process and beyond.

JUSTIFICATION

A new engaging modern website and mobile app will help increase resident and others ability to get information online and build municipal transparency. In addition to being a great resource for the municipality, the new solutions will also help build greater outreach capabilities to help let more people know about the great things that are happening in the community. Typically, new CivicPlus customers see an increase of 30% more traffic to their website annually and 70% growth year over year for app downloads. In the City of Rochester Hills, their Mayor called the app one of the top 5 accomplishments for 2014.

PROJECT OR IMPROVEMENT TASKS

COSTS

No additional cost outside of the agreement of \$7643 for years one, two and three and \$4549 for year four.

PROJECT TIME TABLE

The project development approach will consist of five (5) phases. They include:

- Phase 1– Needs assessment (4-6 weeks)
- Phase 2 – Website Layout (3-5 weeks)
- Phase 3 – Website reveal (3-5 weeks)
- Phase 4 – Website Customized training (3-4 weeks)
- Phase 5 – Go Live (3-5 weeks)

The website launch can be live in 16-24 weeks on average.

RESOLUTION

Resolved by _____, Seconded by _____, to enter into an agreement with CivicPlus for the City of Inkster website hosting.

Yes:

No:

Absent:

Calculations for RFP WEBSITE

NAME: Civic Plus

ITEM	% POINTS WORTH	SCORE POINTS	TOTAL
COST	20	20	
EXPERIENCE	15	15	
RESPONSIVENESS	10	8	
NOTIFICATION SVC-ALERTS/MOBILE APPLICATIONS	10	10	
ONLINE APPLICATIONS	10	10	
ONLINE PAYMENTS	5	3	
AGENDA AND POSTING MANAGEMENT	15	15	
VIDEO HOSTING	5	5	
DEPARTMENTAL HOME PAGES	10	8	

Grand Total 94

A. Smith - 4R

Must Reasonable Costs

Some local municipality experience

Customer Svc./Follow up

Addtl. fee for departmental page designs

online applications / registration -

Online pmts - Addtl. Fee

Calculations for RFP WEBSITE

NAME: Revize Software

ITEM	% POINTS WORTH	SCORE POINTS	TOTAL
COST	20	10	
EXPERIENCE	15	15	
RESPONSIVENESS	10	10	
NOTIFICATION SVC-ALERTS/MOBILE APPLICATIONS	10	10	
ONLINE APPLICATIONS	10	10	
ONLINE PAYMENTS	5	5	
AGENDA AND POSTING MANAGEMENT	15	15	
VIDEO HOSTING	5	5	
DEPARTMENTAL HOME PAGES	10	10	

Grand Total 90

J. Smith - HR

ACA Online Payments
Online Event Registration
Online Forms/Applications
Shortest Response Time - 14 weeks
Cost too High 52K over 4 yrs

Calculations for RFP WEBSITE

NAME: Vision Internet

ITEM	% POINTS WORTH	SCORE POINTS	TOTAL
COST	20	20	
EXPERIENCE	15	15	
RESPONSIVENESS	10	8	
NOTIFICATION SVC-ALERTS/MOBILE APPLICATIONS	10	7	
ONLINE APPLICATIONS	10	10	
ONLINE PAYMENTS	5	5	
AGENDA AND POSTING MANAGEMENT	15	15	
VIDEO HOSTING	5	3 limited	
DEPARTMENTAL HOME PAGES	10	10	

Grand Total 88

A. Smith

*No Mobile App Alerts but offer alternate svc.
limited streaming on video hosting
customer svc./follow-up
Automatic expiration*

Calculations for RFP WEBSITE

NAME: Civic Plus

ITEM	% POINTS WORTH	SCORE POINTS	TOTAL
COST <i>Cost effective</i>	20	<i>20</i>	
EXPERIENCE	15	<i>15</i>	
RESPONSIVENESS	10	<i>8</i>	
NOTIFICATION SVC- ALERTS/MOBILE APPLICATIONS	10	<i>8</i>	
ONLINE APPLICATIONS	10	<i>10</i>	
ONLINE PAYMENTS	5	<i>2</i>	
AGENDA AND POSTING MANAGEMENT	15	<i>15</i>	
VIDEO HOSTING	5	<i>5</i>	
DEPARTMENTAL HOME PAGES	10	<i>8</i>	

Grand Total 91

Jelicia Rutledge

24 week max launch period

Need alot items from city (pg 19 & 20)

Additional fee departmental pages? → issue resolved no additional fee

Event registration

Parks & Rec. payments

Hosting & security

customer svc

Service alot of michigan accounts

Calculations for RFP WEBSITE

NAME: Revize

ITEM	% POINTS WORTH	SCORE POINTS	TOTAL
COST	20	15	
EXPERIENCE	15	15	
RESPONSIVENESS	10	10	
NOTIFICATION SVC- ALERTS/MOBILE APPLICATIONS	10	10	
ONLINE APPLICATIONS	10	8	
ONLINE PAYMENTS	5	5	
AGENDA AND POSTING MANAGEMENT	15	10	
VIDEO HOSTING	5	5	
DEPARTMENTAL HOME PAGES	10	7	

Grand Total 85

Felicia Rutledge

- 15 weeks to go live
- Local Guarantee
- Price not cost effective.

Calculations for RFP WEBSITE

NAME: Vision

ITEM	% POINTS WORTH	SCORE POINTS	TOTAL
COST	20	15	
EXPERIENCE Northville, Westland	15	15	
RESPONSIVENESS	10	10	
NOTIFICATION SVC- ALERTS/MOBILE APPLICATIONS	10	5	
ONLINE APPLICATIONS	10	5 (some not offered)	
ONLINE PAYMENTS	5	10 5	
AGENDA AND POSTING MANAGEMENT	15	10	
VIDEO HOSTING	5	5	
DEPARTMENTAL HOME PAGES	10	10	

Grand Total 80

on going support
26 week launch time

Felicia Butledge

NO Set up fee included separate

Mobil alert
Municipal experience
on site training?

Received
1/11/15



ACHIEVING YOUR VISION

**CITY OF INKSTER,
MICHIGAN**

DAN SCHULTZ, REGIONAL SALES MANAGER



July 7, 2015

Felicia Rutledge
City Clerk
City of Inkster
26215 Trowbridge
Inkster, MI. 48141

RE: City of Inkster Website Design & Development RFP

Dear Felicia Rutledge and Selection Committee:

Meeting the expectations of citizens is at the core of civic responsibility. Finding that perfect blend of functionality, ease of maintenance and citizen engagement can be daunting. Inkster's "what I want, when I need it" population is all about digital and timely responses. Saving time and money and increasing citizen satisfaction is every government entity's goal. How do you achieve both? It's easy with CivicPlus—we help you achieve your vision of success.

Inkster, MI is a growing community serving nearly 26,000 residents. A CivicPlus partnership would help the City by providing professional services that would increase community engagement, drive more business online with City Hall, and help build the image of the community with an amazing design for the website and custom mobile app. In addition to helping the City accomplish these goals, CivicPlus is also offering an exclusive promotion that will lower the list price by 50% while also offering a year of complimentary virtual webmaster service where CivicPlus experts help the City with content updates. We want to be your guide!

Our company is passionate about our mission to help make local government better. We are not just designing a website, we are helping build a trusted and long-term relationship between you and your community through our state-of-the-art technology and process. Our expertise lies in collaborating with our clients to deliver the right solution, housed within a sophisticated and custom design that captures the culture of your community.

How will we help you achieve your vision? With our proven, **The 5 Essentials**, process to creating functional and dynamic websites and teaming with CivicPlus on the journey, you will get where you want to go.

- **Vision** – Finding your way with clarity. Determine where you want to go, and why.
- **Alignment** – Moving forward...together. Clearly communicate your goals and plans to all stakeholders.
- **Usability** – Navigating your journey in style. Designing a website that is up-to-date, easy-to-navigate and user friendly.
- **Mobility** – Keeping your visitors in touch – wherever they access. Today's websites need to be accessible from any device.
- **Measurement** – Monitoring how successful your website is throughout the process and beyond. Analyze and adjust to meet your needs.

The following information will show you how the CivicPlus solution will reduce your staff's workload, respect your available budget and most importantly provide your community with a powerful online resource. A resource that promotes open and transparent access to your municipal offices and becomes an engaging communication hub for your community.



Please review our proposal closely. We encourage you to contact our references and find out for yourself their experiences working with CivicPlus. We think you will be impressed. With CivicPlus, you will save time, resources, and dollars by moving your communications online and your citizens will find what they need, when they need it. We look forward to working with you and your staff to help make your vision become a reality.

Sincerely,



Dan Schultz, Regional Sales Manager

schultz@civicplus.com

302 S. 4th Street, Suite 500

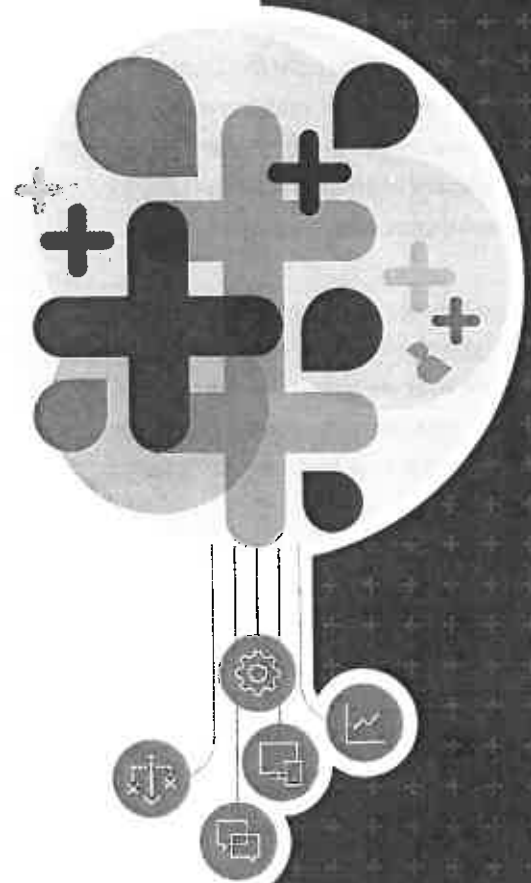
Manhattan, KS 66502

Direct Line 785-320-3911

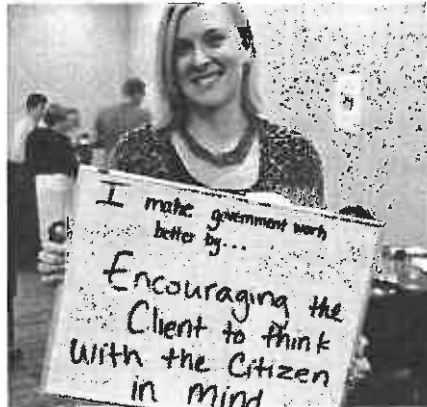


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2. COMPANY PROFILE



CivicPlus is the unique provider of the Government Content Management System (GCMS®)—the most innovative, user-friendly and comprehensive source for engaging eGovernment websites. Our clients' solutions are based on the latest in web coding technologies. They function across all major browsers, platforms (including mobile) and incorporate engaging features such as social media integration.

Today, under the leadership of founder Ward Morgan, CivicPlus has more than 200 staff members and continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our more than 1,800 clients with over 50,000 users. Our commitment to setting the standard in website design, management and government communication has been instrumental in making CivicPlus a leader in web design, communication programming and hosting. We consider it a privilege to partner with municipalities such as yours to provide your community a website that will serve your needs today and in the future.

Your new website will convey a sense of place for your community, be visually appealing and utilize the latest technology to provide a convenient source of information to communicate and engage your community — so they can find the information they need, when they want it.

Why should Inkster choose CivicPlus to achieve its vision?

- We are driven by client service, not billings. Our goal is to become your trusted partner and deliver what you need.
- We set the industry standard and have the reputation to back it up, for helping governments better connect with citizens and constituents and we will bring that same expertise to your project.
- We deliver in-house professional consulting services to provide direction for your vision, alignment, consistency and peace of mind knowing your website will be what you need today and tomorrow.



DID YOU KNOW?

Our clients have won over 370 state and national awards for their websites designed and implemented by CivicPlus. We think our clients' success speaks for the quality of our work.



FINANCIAL STABILITY

We will be more than happy to provide additional financial documents, including internal financial statements, at the appropriate time. As a private company, such information, if released to our competitors, would be detrimental to our firm and will therefore only be provided on the understanding that it would be treated as confidential and not disclosed beyond Inkster. Thank you for your understanding.



2010 WESTLOOP PLACE
MANHATTAN, KS 66502 | 785-587-4000

January 5, 2015

Icon Enterprises, Inc.
D/B/A CivicPlus
302 S. 4th Street, STE 500
Manhattan, KS 66502

Re: CivicPlus

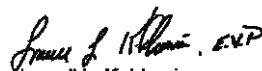
To Whom It May Concern:

Kansas State Bank of Manhattan is pleased to provide a Bank, "Letter of Recommendation" for our valued customers, Icon Enterprises, Inc. d/b/a CivicPlus. In addition to deposit accounts, we currently extend credit facilities to Icon Enterprises, Inc. d/b/a CivicPlus, aggregating in the low-seven proportions. All deposit and credit facilities have been handled in a very satisfactory manner.

The company's reported financial position is sound and supportive of current and "future" credit extensions. We enjoy a strong working relationship with Icon Enterprises, Inc. and are pleased to call them a valued customer.

If you have any questions or require additional information, (with Icon Enterprises, Inc. approval), please do not hesitate to contact us.

Sincerely,


Lowell L. Kohlmeier
Executive Vice President

LLK/aej





Tony Ridder – Manager of Creative Services

Tony knows all things design. He is the head of our creative development and graphic representations and is responsible for each website overview and uniqueness. He leads our brilliant team of designers at CivicPlus and will team you with the right designer for your project. Your senior designer will assist the project manager in the direction of your project.



Jim Steffensmeier – Manager of Training and Consulting

From consulting services to content development to technical specifications, our consulting and training department will assist you in developing the right message in the right way by the right team. As Manager, Jim brings unprecedented experience to our customers through his many years with CivicPlus and in the technology industry. He will coordinate his team of professionals to deliver the solutions you need to achieve your training and consulting success and hit the ground running at Go Live.



Troy Galvan - Manager of Account Management

Upon launch of your website to the public, Troy will assign an account manager to your project. Your dedicated account manager stays current on new CivicPlus products and will continue to optimize your site. This specialized team member will provide you with information on how to better engage your citizens utilizing the tools that CivicPlus has put into place on your website.



Robin Genschorck – Manager of Support

Robin's team is here to help you. Our proactive approach to keeping you up and running is in identifying and preventing potential issues before they occur. Through regularly scheduled reviews of site logs, error messages, servers, router activity and the internet in general, our personnel often identify and correct issues before they even affect our clients' websites. They are ready and available to answer your staff members' questions and ensure their confidence in using our site.





Sterling Heights, Michigan
www.sterling-heights.net

Bridget Doyle, System Administrator
 (586) 446-2740
bdoyle@sterling-heights.net



HEAR FROM OUR CUSTOMERS

"A company is created by its people. The CivicPlus staff is phenomenal. CivicPlus is going to understand what your town means to you and your residents and how you want your town or city to appear. They are just as passionate about promoting your area as you are."

Castle Rock, Colorado
 Karen McGrath



Georgetown Township, Michigan
www.gtwp.com

Dan Carlton, Township Treasurer
 (616) 457-2340
dcarlton@georgetown-mi.gov



Canton Township, Michigan
www.canton-mi.org

Joseph Kocinski, IT Services
 (734) 394-5250
jfk@canton-mi.org



5. PROJECT DEVELOPMENT APPROACH



Consulting, design, usability guidance, programming, secure hosting and dedicated training - CivicPlus delivers all of this and more during the development of your new website.

Typical Project Timeline

Timeline

Phase 1 – Website Optimization

Includes: Needs assessment, best practices, and takeaways assigned.

4-6 weeks

Phase 2 - Website Layout

Includes: Layout presentation, mood board and main navigation review, design feedback meeting and approval and takeaways assigned.

3-5 weeks

Phase 3 – Website Reveal

Includes: Presentation of a functional website based on goals, recommendations and combined vision; final approval and takeaways assigned.

3-5 weeks

Phase 4 – Customized Training

Includes: Customized to give your staff the skills they need to maintain your website.

3-4 weeks

Phase 5 – Go Live

3-5 weeks

Website Launch

16 - 24 Weeks
(On Average)



Timeline 3-6 Weeks



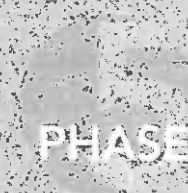
Timeline 3-5 Weeks



Timeline 3-5 Weeks



Timeline 3-4 Weeks



Timeline 3-5 Weeks



Phase 3: Website Reveal

Your Project Team will present your layout, functionality and design based on your goals, our recommendations and our combined vision.

Content Development

During the Kick-Off Meeting and Phase 1 your staff has the role of updating the content on your current primary site. While you are making design decisions, our content development team will optimize and reorganize your content based on CivicPlus best practices. Content from sites other than the primary site can be migrated to the new primary site for an additional fee.

The CivicPlus content usability experts research and establish their standards from the following resources: Jakob Nielsen, www.usability.gov and www.howto.gov. We will format and reorganize your content so it is easy for visitors to quickly scan and retrieve desired information. There is no limit to the pages you can create after you have gone through training.

Design Review

You will have the opportunity to evaluate and collaborate with the Project Team on proposed changes. You can revise your design composition up to the deadline that you and your project manager agree upon during the timeline meeting (the average client requests a total of three). After that deadline, your project's Go Live date will be adjusted. Following design approval and functionality development, we conduct a review to ensure your expectations are met and website best practices are upheld. Custom designs are rarely produced in anticipation of a project.

Copyright authorization and/or photography production are required unless you already have quality, usable photographs.

Accessibility Compliance

Our designers and programmers automatically implement all the accessibility features necessary to ensure your site is compliant with accessibility standards outlined within Section 508. We will make recommendations on best practices for keeping your content accessible and available for all users by ensuring that, among other things:

- All menu items are clickable
- Submenus display throughout the site
- Alt tags are used for images
- Site maps are dynamically generated
- Documents and links can be set to open in the same window

CivicPlus recognizes accessibility standards recommendations made by a variety of groups, including the World Wide Web Consortium (W3C) and the Web Accessibility Initiative (WAI) as written in the Web Content Accessibility Guidelines (WCAG). Through adherence to Section 508, CivicPlus is able to meet nearly all Priority One, Two and Three guidelines set forth in the WCAG. Those left unmet do not need to be addressed in order to allow basic access to content; some of the more stringent requirements of the WCAG may limit design and content development options.

*Average Project
Timeline 16-24 Weeks*



PHASE

Timeline 3-6 Weeks



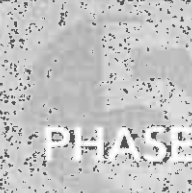
Timeline 3-5 Weeks



Timeline 3-5 Weeks



Timeline 3-4 Weeks



Timeline 3-5 Weeks



Your Role

We will need your help to create the strongest possible website for your community. During the process, you will have homework. Yes, homework! We will need you to:

Assess Your Current Website

For the best consulting experience possible the following takeaways need to be completed prior to your consulting:

- **Functionality and Design Form** - Prior to starting this form, research other websites that you like based on functionality and design elements. Provide URLs and specifics about what you like. This form also asks for details on your community's tagline, logo and branding.
- **Web Team Form** - Prior to starting this form, please have an understanding of your project goals, focus and expectations. This allows your CivicPlus project team to develop a site specific to your needs and lays the foundation for developing a highly functional information architecture.
- **Content Form** – The information that you provide on this form will also help our content development professionals to assess your wants and needs.

Clean House and Update Content

We will need you to update the content on your current primary live website. This step is critical to guaranteeing the information available is relevant, fresh and on-point. Your staff should delete any pages from your current website that you no longer want or need and ensure the remaining information is applicable and up-to-date. If you are not able to access your current site, our team will work with you to ensure that your content needs are addressed.

Gather Photos and Logos

Collect pictures that will be used in the overall design and logos or branding that should remain consistent.

Department List

Provide a list of all departments in your organization.

Website Statistics

Provide statistics from your current site for the previous 12 months along with a list of all pages and downloaded documents.

Site Map

Provide the outline of your current site's navigational structure.

External Application List

Supply a list of all third-party or in-house applications being utilized.

Template for PDF's

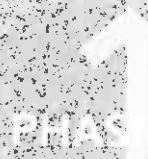
Create a Microsoft Word document template that features your branding and logo.

Verbatim Content

Compile a list of any content on your current website that must be migrated verbatim to your new site.

Update Internet Browsers

*Average Project
Timeline 16-24 Weeks*



Timeline 3-6 Weeks



Timeline 3-5 Weeks



Timeline 3-5 Weeks



Timeline 3-4 Weeks



Timeline 3-5 Weeks



Phase 3: Website Reveal

Deliverable: Website design and production

CivicPlus will:

- Present a fully functional website on production URL
- Migrate all agreed upon content pages
- Migrate Microsoft Word or .pdf documents of current, plus previous three years, of agendas and minutes
- Conduct a quality review of the website to ensure the statement of work is met, after approval of design and functionality
- Adjust design and content changes
- Coordinate training needs

What we will need from you:

- Evaluate and provide feedback on design and content
- Collaborate with CivicPlus on proposed changes
- Provide all necessary DNS items identified
- Submit any revisions to design (until agreed deadline date determined during Kick-off meeting)
- Design changes requested after agreed deadline date, will cause Go Live date to be adjusted

Phase 4: 24 Hours Customized Interactive Webinar Training for up to 6 employees

Deliverable: Train *System Administrator(s)* on GCMS® Administration, permissions, setting up groups and users, module administration. *Basic User* training on pages, module entries, applying modules to pages. Applied use and usability consultation

CivicPlus will:

- Provide training as agreed upon for staff members, based on internal daily task and workflow
- Train staff on GCMS®, including updating content pages and modules
- Provide access to online training manuals and videos for additional assistance

What we will need from you:

- Provide a location for training with internet access
- Provide computers for training purposes
- Phase 4 - Training billing milestone complete

Phase 5: Go Live

Deliverable: Custom website launched to the public.

CivicPlus will:

- Address system issues identified
- Redirect the domain name to the newly developed website once you sign off on the completed project

What we will need from you:

- Test GCMS® functionality and update the final site as per approved timeline
- Report any system issues
- Sign off on finalized site before Go Live

Project Enhancements

CivicMobile App (iOS & Android)

CivicSend - 1 year

Virtual Webmaster - 1 year - Five Hours of Content Updates per month.

Support

7 a.m. – 7 p.m. (CST) Monday – Friday
(excluding holidays)

24/7 Emergency Support

Dedicated support personnel

2-hour response during normal hours

Usability improvements

Integration of system enhancements

Proactive support for updates & fixes

Online training manuals

Monthly newsletters

Routine follow-up check-ins

CivicPlus connection

Maintenance of CivicPlus Application & Modules

Install service patches for OS system
enhancements

Fixes

Improvements

Integration

Testing

Development

Usage License

Hosting

Shared Web/SQL Server DNS

Consulting & Maintenance

Monitor bandwidth-router traffic

Redundant ISP

Redundant cooling

Diesel powered generator

Daily tape backup

Intrusion detection & prevention

Antivirus protection

Upgrade hardware



Broken Links Finder	Site visitors can enter comments concerning how they accessed the page	YES	This module creates a list of the broken links on your site when they are accessed.
Browser Based Administration	Update, delete and create template based web pages	YES	With the CivicPlus system no installation of programs or software needed, meaning you and your staff can update the site from any Internet connection or platform (Mac or PC) at any time.
Calendar	Update/publish calendars by both department, city wide	YES	Our Calendar module allows administrators to set up calendar items to help keep the public informed about goings-on in your community. Events can be set on a one-time basis or as recurring events for multiple months in advance, with short descriptions and hyperlinks to display the event details. The calendar recognizes the current date as the starting date for the display of events and also provides for easy navigation to future events. Multiple calendars are available.
Citizen Sourcing Tool	Encourages citizen idea submission, engaging discussions, votinQ, etc.	YES	Community Voice™ is an interactive module that uses citizen sourcing to create dialog on your site while allowing you to showcase things you are implementing in your community. The module encourages citizen idea submission, engaging discussions, voting, user recognition and more. Your site administrator creates general topics that citizens can provide input on. Citizens can create a user account through My Dashboard to submit their ideas, leave comments and vote other ideas up or down within each topic.
Departmental Home Pages	Dynamic content	YES -subject to additional fee	Department header packages are available for an additional fee. <i>* fire included-migrat</i>
Directories, Listing for Staff and Businesses	Dynamic content	YES	Think of the Business/Resource Directory as the yellow pages of your website, as it provides site visitors with information about and links to organizations and services within your community. Site visitors can search by business or organization name or category, and entries can be organized by business (yellow pages style) or by category (topical directory style).

LDAP Integration	Optional, not required - Lightweight Directory Access Protocol (LDAP) integration should be an option	YES - Subject to additional fee	LDAP will provide our clients with a powerful and simple way to manage users and permissions within our system by syncing your website up with your existing Active Directory database, negating the need for multiple user upload and sign-on. Because LDAP authentication requires custom programming time, additional fees apply.
Mobile App	Optional , not required - Generic and/or custom	YES	This is offered as CivicMobile for an additional fee.
Mobile Browsing	Website can be accessed from any mobile platform	YES	Your site will be responsive
Multi-Lingual Support	Dynamic content	YES	The Google Translation Tool is included in pricing. Hand translation is priced per language.
News & Announcements	Dynamic content	YES	News Flash provides your website with an area where important and timely news and announcements are posted. Any department may utilize News Flash for posting information that is specific to their department like a change in meeting location, results from an election, rainout announcements for sports fields, and more. News Flash is a dynamic page element that may be placed on any page, and each News Flash item has its own start and expiration date.
News Releases	Online publishing	YES	Document Center allows for a variety of file types and can accommodate news releases.
Newsletters/E-Zine	Subscription and onlien publishing	YES	Easily achievable with storage in the Document Center.
Online Forms	Forms/publishing/tracking	YES	Our Forms Development Tool makes it easy for you to receive useful information from your community and for your community to complete tasks online. These completely customizable forms can be used as a means for citizens to contact you with questions, requests and feedback.
Online Job Postings and Application	Applicants can also create an online profile, fill out application and attach additional documents	YES	Our Jobs Module allows you to provide as many details as you like and link to a number of files supporting the available position(s), with the ability to allow the site-visitor to download a job application and email their resume to the person/department of your choice.

RFP/RFP/Bid Posting	Dynamic content	YES	Our Bid Postings module provides a simple and easy-to-use method of posting and organizing bids, RFPs, and RFQs online for vendors or local contractors that are interested in providing products and services to your community.
Rotating Photos/ Banners	Dynamic image display	YES	Module options can adapt to accomplish both requests.
RSS Feeds out	Registration by Department	YES	Users sign up for RSS feeds and are notified of news items without a visit to the website.
Quick Links	Links can be placed directly on the pages	YES	The Quick Links Module allows you to place links to related and often-requested information directly on the page of your choice. The entire collection of these links is contained within the actual module, and is unlimited in the amount of categories and links that you can provide to your users. The links can be to interior pages of your website, to documents and forms, or to outside websites. You can organize the links by category or item and can set them up to auto-publish and unpublish.
Site Search	Internal site search engine, site search log	YES	On the public side of the site, we supply all our clients with a robust Site Search with advanced search features. The CivicPlus Site Search will search through web pages on your site, PDF documents, any module entries, and document files. Video and sound files are searched by name. The site search organizes the results by the type of information (calendar item, web page, Microsoft files, PDF documents, etc.) With the Site Search Log, site administrators can review a history of searched-for words by frequency, date, time, and exact terms input by site visitors. This is a helpful tool for your site users and also a means of keeping your staff in-the-know of what items are being regularly searched on your site.
Site Statistics	Analytics and site audit reports	YES	Web statistics are provided through Piwik Analytics. Important information can be pulled from this data in order to make decisions about the use of the website.
Sitemap & Breadcrumbs	Dynamic	YES	When a user visits your site, Dynamic Breadcrumbs are used to show their location within the website. Breadcrumbs are automatically generated by the CivicPlus system. This feature assists a site visitor in understanding the site structure and navigation. A dynamically generated site map automatically updates itself to your menu system. So if a menu item is renamed, added or deleted in your navigation, the site map will reflect those changes.

8. DESCRIPTION OF FEATURES & FUNCTIONALITY

Developed for organizations that have a need to update their site frequently, CivicPlus provides a powerful government content management structure and website menu management system. The system allows non-technical employees the ability to easily update any portion of your website instantaneously. The CivicPlus Government Content Management System (GCMS®) utilizes Microsoft SQL Server, ASP, JavaScript and HTML for web development.

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.

Modules	Functionality
Agenda Center	Action Items Queue
Alerts Center & Emergency Alert Notification	Audit Trail / History Log
Archive Center	Automated PDF Converter
Bid Postings	Automatic Content Archiving
Blog	Dynamic Breadcrumbs
Business/Resource Directory	Dynamic Sitemap
Citizen Request Tracker™	Expiring Items Library
Community Connection	Graphic Link Administration
Community Voice™	Links Redirect
Document Center	Menu Management
ePayment Center or eCommerce Integration	Mouse-over Menu Structure
Facilities & Reservations	Live Editing and Page Creation
Frequently Asked Questions	Online Web Statistics
Forms Center	Printer Friendly/Email Page
Intranet	RSS
Job Postings	Site Layout Options
My Dashboard	Site Search & Entry Log
News Flash	Slideshow
Notify Me™ email and 500 SMS subscribers	Social Media Integration
Photo Gallery	User & Group Administration Rights
Quick Links	Web Page Upload Utility
Spotlight	Website Administrative Log
Staff Directory	



Administrative Features

- **Instantaneous Updates** – Once published, updates are posted to the live site in real time.
- **Browser Based** – No installation of programs or software needed! Your staff can update the site from an internet connection or platform (Mac or PC) at any time.
- **Mobile Updates** – Immediately upgrade your site from any location using your tablet or phone.
- **Action Items** – Direct access to a queue of pending items to be published or reviewed by the administrator upon login.
- **Site Search and Search Log** – Powerful site search automatically indexes all content making it easy for visitors to find information. A log of all words that have been searched by visitors is kept, allowing you to update highly searched information and feature key items.
- **Automatic Alt Tags** – Built-in features ensure your site is Section 508 compliant without having to know the requirements.
- **Bad Links Identifier** - This module creates a list of the broken links on your site when they are accessed.
- **Content Creation** - The CivicPlus GCMS® makes it easy to add new content, edit old content, and keep page layout consistent through use of our *What You See Is What You Get* (WYSIWYG) editor. Content changes will not affect the design - site breadcrumbs, page structure and sitemaps will dynamically update upon publishing. With mega menus and drop-down, pop-out menu functionality, you can essentially get to any page on your website within a single click if desired!
- **Content Scheduling** - Material throughout the entire system can be set to auto-unpublish (expire) or it can be manually retired.
- **Content Versioning** - The GCMS includes version control, a history log for reviewing changes made within the system, file locking through our permission system and an archive of all published content.
- **Dynamic Layout** - The layout for your website will be determined by you and the designer. Placement of navigation and dynamic areas are important in guiding site visitors to key information quickly and easily.
- **Dynamic Page Components** - Events Calendar, FAQs, Opinion Poll, News Flash and other new features may be included as dynamic page components. Dynamic Page Components may be placed on any page and will help dedicated areas of the site appear as its own website. For example, the entry page for your Parks and Recreation Department can be customized with specific lists of events, FAQs and news announcements pertaining to that department.
- **Dynamic Breadcrumbs and Site Map** - Dynamic Breadcrumbs are used to show a visitor's location within the site. Breadcrumbs are automatically generated by our system. A dynamically generated site map automatically updates to reflect your new navigation if changes are made.
- **eCommerce Integration** - CivicPlus offers our ePayment Center in the GCMS, but we also work with numerous trusted third-party payment processors to handle payment and account information, allowing visitors to easily log on and pay bills ranging from property taxes to utilities.
- **History Log** - Easily tracks changes made to your website including items in your Page Menu, Archive Center, Document Center and more. History Log information is searchable, sortable and exportable.
- **Integration/Interfacing** - CivicPlus' integration services work cohesively with most third-party software applications. We have the capability to link with most software or databases currently utilized. Systems such as purchasing, taxes, assessment and utilities have been developed for many of our clients.



Mobile device ownership is at an all-time high, and it's growing! In order to meet your citizens where they're at—you need to provide a comprehensive mobile experience. CivicPlus addresses all of your mobile needs including responsive web design, the CivicMobile app, and a robust mobile video experience as part of Media Center. Mobile devices are used everywhere for everything by everyone. Drive engagement by offering a robust mobile experience.

Responsive Web Design

As part of providing industry-leading technology, responsive design is included with your CivicPlus site. With responsive design, your site adjusts to the screen size of the device its being view on. This flexibility provides a seamless user experience.

Benefits of Responsive Design

- Seamless experience between desktop and mobile device
- Shorter URL structure
- Easier management of search engine optimization
- Content adjusts to screen size and device orientation

CivicMobile App

The CivicMobile App is designed to look and work great on both iOS and Android mobile devices. Designed to keep users informed, content and alerts can be scheduled for automatic delivery. The controls are simple and easy for anyone to use. The CivicMobile app is connected directly to your CivicPlus website; your content will always be in-sync with your mobile site visitors. Our professional staff makes sure the system stays up-to-date with hardware and software upgrades. This will ensure a system that is always optimized, secure and problem-free.

We work closely with our clients to match the aesthetics of their application – from the splash screen to the background imagery to the banner – with their website to create a polished and seamless theme across the different media with which your site visitors are interacting with you.

Benefits of CivicMobile:

- Cross-Platform Compatibility. CivicMobile is designed to both look and work great on both iOS and Android mobile devices. The controls are simple and easy for anyone to use.
- Push Notifications. The CivicMobile app will keep your citizens informed. Content and alerts can be scheduled for automatic delivery, freeing up local administrators for more pressing tasks.
- Fully Integrated. The CivicMobile app is connected directly to your CivicPlus website; your content will always be in-sync with your mobile citizens. Our professional staff makes sure the system stays up-to-date with hardware and software upgrades. This will ensure a system that is always optimized, secure and problem-free.
- Custom Design. We've got it covered. We work closely with our clients to match the aesthetics of their application – from the splash screen to the background imagery to the banner – with their website to create a polished and seamless theme across the different media with which your citizens are interacting with you.
- Emergency Alerts. Alert your citizens about emergencies in the community quickly and efficiently right to their mobile devices.



9. PROJECT PRICING ESTIMATE/COST FOR SERVICES OUTLINED

All Quotes are in US Dollars and Valid for 60 Days from July 7, 2015.
Prices per project - fixed

Project Development & Deployment	Initial GCMS® upgrades, maintenance and support Migration of 200 pages of existing content	Included
Project Enhancements & Functionality	CivicMobile App CivicSend - 1 year Virtual Webmaster - 1 year 3 Days Virtual Implementation Training	Included
Hosting & Security	Included Security Hosting server storage not to exceed 15 GB	Included

Total Investment Year 1 (50% High Five Discount Included)

(Find out below how our CivicPlus Advantage alternative payment plan can assist you)

\$14,265

Ongoing Protection Services allows you to receive maximum benefit at minimal cost and protecting your investment is important. You'll receive system enhancements, maintenance and optimization and have full access to our support staff so your site stays up to date with our latest features and functionality. Includes redundant hosting services, daily backups, extensive disaster recovery plans, 24/7 support, software maintenance, system enhancements, recurring training, and access to the CivicPlus community.

Billed 12 months from contract signing - subject to annual 5% increase year three and beyond (Beginning Year 2)

\$4,332

CivicPlus Advantage eases the budgetary impact of your new site and provides a level payment plan option which will dramatically lower your Year 1 Investment, project development and start-up costs. Through a minimum four-year contract, this zero interest plan spreads your investment costs over the life of the contract.

	1st year	2nd year	3rd year	4th year
CivicPlus Advantage Annual Investment Payments	\$7,643	\$7,643	\$7,643	\$4,549



**CIVICPLUS
ADVANTAGE**

Find out below how our CivicPlus Advantage alternative payment plan can assist you.



**CIVICPLUS
REDESIGN
GUARANTEE**

At the end of your fourth year of continuous service with us, you are eligible to receive a basic website redesign with no further out-of-pocket expense. Your website stays current and doesn't need to be re-built from the ground up again!



Hosting		
■ Automated GCMS software updates	☒	☒
■ Server management & monitoring	☒	☒
■ Multi-tiered software architecture	☒	☒
■ Server software updates & security patches	☒	☒
■ Database server updates & security patches	☒	☒
■ Antivirus management & updates	☒	☒
■ Server-class hardware from nationally recognized provider	☒	☒
■ Redundant firewall solutions	☒	☒
■ High performance SAN with N+2 reliability	☒	☒
Bandwidth		
■ Multiple network providers in place	☒	☒
■ Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack)	☒	☒
■ Burst bandwidth	22 Gb/s	45 Gb/s
Disaster Recovery		
■ Emergency after-hours support, live agent (24/7)	☒	☒
■ On-line status monitor by Data Center	☒	☒
■ Event notification emails	☒	☒
■ Guaranteed recovery TIME objective (RTO)	8 hours	4 hours
■ Guaranteed recovery POINT objective (RPO)	24 hours	4 hours
■ Pre-emptive monitoring for disaster situations	☒	☒
■ Multiple data centers	☒	☒
■ Geographically diverse data centers	☒	☒
DDoS Mitigation		
Defined DDoS Attack Process		
■ Identify attack source	☒	☒
■ Identify type of attack	☒	☒
■ Monitor attack for threshold* engagement	☒	☒
DDoS Advanced Security Coverage		
■ Continuous DDoS mitigation coverage	Not Included Additional coverage available at time of event. (Additional fees apply)	☒
■ Content Distribution Network support		☒
■ Proxy server support		☒
■ Live User Detection service		☒

***Thresholds:**

Traffic exceeds 25 Mb/s sustained for 2+ hours

Traffic over 1 Gb/s at any point during attack

12. CONCLUSION

As your website committee narrows the search for a partner to create the website for Inkster, CivicPlus would like to be your partner of choice.

Our experienced and knowledgeable professionals are committed to creating the communication infrastructure that the City of Inkster desires.

- Your City will have access to the most experienced staff in the municipal website management market, and your project team will work with you to create a unique and engaging site that reflects your community.
- CivicPlus will remain a trusted advisor and support resource after the site launches; Inkster will always have access to government communication experts.
- Your site will grow and change with you as industry trends and technology change. CivicPlus will ensure that your website is on the cutting edge – always.

We have the expertise to help your city work better, help citizens help themselves, and build a website both you and your citizens will use.





Contact Information

Organization		URL
Street Address		
Address 2		
City	State	Postal Code
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Emergency Contact & Mobile Phone		
Billing Contact		E-Mail
Phone	Ext.	Fax
Billing Address		
Address 2		
City	ST	Postal Code
Tax ID #	Sales Tax Exempt #	
Billing Terms	Annual	Account Rep
Info Required on Invoice (PO or Job #)		
Contract Contact		Email
Phone	Ext.	Fax
Project Contact		Email
Phone	Ext.	Fax



CivicPlus Advantage Contract Terms and Conditions

CivicPlus Advantage Invoicing & Payment Terms

The following agreement terms apply to the CivicPlus Advantage Plan – whereby the initial project development fees and recurring fees are paid equally over a three (3) year period. See Exhibit A for complete details and fee options.

1. Billing for the CivicPlus Advantage Plan begins upon contract signing.
2. The CivicPlus Advantage Plan provides a fixed fee for an Agreement term of 36 months from the first date of billing. At 36 months, Client has the following options:
 - a. Contract for 12 months of standard Annual Services with CivicPlus. Base rate of \$4,332 is subject to a technology investment and benefit fee of 5 percent (%) of the total Annual Services costs.
 - i. After forty-eight (48) months of continuous service, Client is entitled to a no-cost redesign, details noted in Exhibit B. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software.
 - b. Terminate services with CivicPlus by providing written notice as noted in Term 6.
3. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
4. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this agreement assumes such perpetual permission.
5. If a client change in timeline causes CivicPlus to incur additional expenses (i.e. airline change fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip.

Agreement Renewal

6. The Contract Renewal Date is thirty-six (36) months after the original contract was signed by the Client. Renewal options are listed in Term 2 of this Agreement.
7. The Client shall have the right to terminate this contract with or without cause, for the convenience of Client. In the event of termination for the Client's convenience, compensation to CivicPlus shall be made on the same basis as provided for in the Agreement between Client and CivicPlus or the contract documents, or in the absence of applicable provisions, then based on the percentage of the work completed as of the date of termination. In no event shall CivicPlus be entitled to anticipated profits.
8. This contract may be extended to any municipality in the State of Michigan to purchase at contract prices in accordance with the terms stated herein.

Ownership & Content Responsibility

9. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information).
10. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.

Intellectual Property

11. Intellectual Property of the CivicPlus Government Content Management System (GCMS®) will remain the property of CivicPlus.



Service & License Agreement for Inkster, MI

12. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet "links" to the GCMS® software or "frame" or "mirror" any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

13. Client and CivicPlus shall defend, indemnify and hold the other Party harmless, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of either party.

Liabilities

14. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
15. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
16. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

Date

CivicPlus

Date

Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager
302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.



Exhibit A - CivicPlus Project Deliverables

All Quotes are in US Dollars and Valid for 60 Days from September 3, 2015.

Project Development and Deployment

Initial GCMS® upgrades, maintenance, support and hosting – no additional cost

Server Storage not to exceed 15 GB

CivicMobile App

\$14,265

CivicSend – 1 Year

Virtual Webmaster – 1 Year

3 Days Virtual Implementation Training

Total First Year Fee **\$14,265**

Total Second Year Fee **\$4,332**

Total Third Year Fee **\$4,332**

At the request of Inkster, CivicPlus agrees to redistribute their standardized pricing as follows:

CivicPlus Advantage Project Development & Annual Services	
Year One	\$7,643
Year Two	\$7,643
Year Three (Client may terminate contract at the end of 36 months or select from options available in Term 6 of the Terms & Conditions)	\$7,643

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**Exhibit A.1 Project Development Scope of Work**

Kick-Off <u>Deliverable:</u> Project Timeline, training jump start information, online forms, kick-off meeting	
CivicPlus will: • assign a project manager to this project • conduct a Project Kick-off to review awarded contract • establish communication plan for the duration of the project effort • work with Inkster to identify all key internal and external project stakeholders • develop project timeline • provide access to CivicPlus University (online training manuals, videos and other resources) for the Inkster staff	Inkster will: • complete the following prior to Phase 1: Functionality and Design Form, Web Team Form and Content Form, Roles and Responsibilities Form and DNS Form • review and approve of project timeline within 5 business days • attend a kick-off meeting with key stakeholders or decision makers • if modifications are required after the review of the initial project timeline, Inkster has 10 business days to address the modifications and come to a consensus • approve the project timeline (limited to two reviews) prior to proceeding with the project • update the current primary live website content and delete any pages from the website that are no longer wanted or needed
Phase 1: Website Optimization <u>Deliverable:</u> Website Optimization Meeting	
CivicPlus will: • communicate status to Inkster, key stakeholders and personnel via emails or phone calls as needed • review the goals and expectations submitted on the forms Inkster completed to ensure Inkster's needs are clearly understood • gather preliminary design data for use	Inkster will provide: • statistics from the current website from the past 12 months (optional) • pictures to be used in the overall design of the new website • a list of all divisions and/or departments within the organization • a list of third-party and in-house developed applications presently being utilized on the current website • a site map or outline of the current website's navigational structure if possible • a list of any content on the current primary website that must remain as is (verbatim) because of legal requirements
Phase 2: Website Layout <u>Deliverable:</u> Website grayscale layout and mood board color pallet presentation	
CivicPlus will: • present one custom layout in grayscale form and one mood board color palette based on the goals determined in the previous phase. The presented layout will show the placement of the navigation, graphic button and feature areas. The mood board will reflect the color and imagery that will represent the tone of the design • begin development of the website design upon layout and mood board approval	Inkster will: • approve one layout and the mood board • review marketing packet material and guidelines • Website Layout billing milestone complete



Phase 3: Website Reveal <u>Deliverable:</u> Website design and production website.	
CivicPlus will: • present a fully functional website on a production URL • migrate 200 content pages from www.cityofinkster.com to the production URL • conduct a quality review of the website to ensure the functionality and usability standards are met • work with Inkster to adjust design and content changes • work with Inkster to prepare for training • migrate current plus the past three years Agendas & Minutes in Microsoft Word.DOC or Adobe PDF format	Inkster will: • evaluate the website design and content and provide CivicPlus with feedback • collaborate with CivicPlus on proposed changes • revise the design according to the approved timeline • if revised design changes are requested after the design approval timeline date, the project's Go Live date will be adjusted out (training and billing milestones will remain as per approved timeline) • provide CivicPlus will all the necessary DNS items identified for the website
Phase 4: 3 Days of Virtual Implementation Training <u>Deliverable:</u> Train System Administrator(s) on GCMS® Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.	
CivicPlus will: • provided training to Inkster before the website goes live • train up to 6 Inkster staff members based on internal daily tasks and workflow • train staff members on how to use the GCMS®, update content pages and modules	Inkster will: • provide a location for training in Inkster with internet access • provide computers for staff to be trained on • Phase 4: Training billing milestone complete
Phase 5: Go Live <u>Deliverable:</u> Custom website launched to the public.	
CivicPlus will: • address system issues and bugs that Inkster finds • redirect the domain name to the newly developed website as per approved timeline	Inkster will: • test and update the final site as per approved timeline • notify CivicPlus on any system issues or bugs found in the website
Project Enhancements • CivicMobile App • CivicSend – 1 Year • Virtual Webmaster – 1 Year • 3 Days Virtual Implementation Training	



Project Development and Deployment Includes the Following:	
Modules	Functionality
• Agenda Center • Alerts Center & Emergency Alert Notification • Archive Center • Bid Postings • Blog • Business/Resource Directory • Calendar • Citizen Request Tracker™ (5 users) • Community Connection • Community Voice™ • Document Center • ePayment Center • Facilities & Reservations • Frequently Asked Questions • Forms Center • Intranet • Job Postings • My Dashboard • News Flash • Notify Me® email and 500 SMS subscribers • Photo Gallery • Quick Links • Real Estate Locator • Spotlight • Staff Directory	• Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Graphic Link Administration • Links Redirect • Menu Management • Mouse-over Menu Structure • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics • Printer Friendly/Email Page • RSS • Site Layout Options • Site Search & Entry Log • Slideshow • Social Media Integration (Facebook, Share and Twitter) • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log



Exhibit B – Basic Redesign of Website

CivicPlus Project Development Services & Scope of Services for CP Basic Redesign

- New design for all items originally contracted for (main site, department headers and subsites)
- Redevelop banner
- Redevelop navigation method (may choose top drop-down or other options)
- Design setup - wireframe
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project Management
- Testing
- Review
- Content Migration – Includes retouching of all existing published pages to ensure proper formatting, and application of new site styles. Note: Content will not be rewritten, reformatted or pages broken up (shortened or re-sectioned)
- Site styles and page layouts will be touched so all pages match the new design and migrate cleanly
- Spelling and broken links will be checked and reported if unable to correct

Exhibit C - Premium Included Hosting

Data Center	• Highly Reliable Data Center • Managed Network Infrastructure • On-Site Power Backup & Generators • Multiple telecom/network providers • Fully redundant Network • Highly Secure Facility • 24/7/365 System Monitoring
Hosting	• Automated GCMS® Software Updates • Server Management & Monitoring • Multi-tiered Software Architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Bandwidth	• Multiple network providers in place • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) • 22 Gb/s burst bandwidth
Disaster Recovery	• Emergency After-hours support, live agent (24/7) • On-line status monitor at data center • Event notification emails • Guaranteed recovery TIME objective (RTO) of 8 hours • Guaranteed recovery POINT objective (RPO) of 24 hours • Pre-emptive monitoring for disaster situations • Multiple data centers • Geographically diverse data centers
DDoS Mitigation	• Defined DDoS Attack Process • Identify attack source • Identify type of attack • Monitor attack for threshold engagement

Exhibit D - Support and Maintenance

Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' GCMS® and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within two hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is \$175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

Service Escalation Processes

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding GCMS® or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

Included Services:	
Support	Maintenance of CivicPlus GCMS®
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)	Install Service Patches for OS
24/7 Emergency Support	System Enhancements
Dedicated Support Personnel	Fixes
Usability Improvements	Improvements
Integration of System Enhancements	Integration
Proactive Support for Updates & Fixes	Testing
Online Training Manuals	Development
Monthly Newsletters	Usage License
Routine Follow-up Check-ins	
CivicPlus Connection	

Exhibit E - CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.7%, in each case during any monthly billing cycle (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the GCMS, was "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- "Unavailable" and "Unavailability" mean:
 - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
 - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Monthly Uptime Percentage

Less than 99.7%

Service Credit Percentage

1% of one month's fee

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Client Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to make insure that in the event of a disaster that make the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Recovery Time Objective	Service Credit Percentage
8 Hours	10% of one month's fee
Recovery Point Objective	Service Credit Percentage
24 Hours	10% of one month's fee

REQUEST FOR COUNCIL ACTION

To: Mark Stuhldreher, Interim City Manager

Date: September 25, 2015

From: Felicia Rutledge, City Clerk

Date for Council Consideration: October 5, 2015

ACTION REQUESTED: Consider approval of the proposed City Council meeting dates for the 2016 Calendar year in accordance with the City of Inkster Charter, Section 7.1.

Current Action X Emergency _____ Future _____

Funds Budgeted: If Yes _____ Account # _____ No _____ N/A _____

Treasurer's Approval 

RESOLUTION

RESOLVED that the regular City Council meeting dates for the 2016 calendar year through December 2016 scheduled for 7:30 p.m., on the first and third Monday of each month (As stipulated in the City of Inkster Charter, Section 7.1) in the Council Chambers located at 26215 Trowbridge, Inkster, Michigan, are hereby established in accordance with the Open Meetings Act, being MCL 15.261, et, Seq., whereas these meetings are conducted and open to the public as follows:

January 4, 2016
January 19, 2016 (Tuesday)
February 1, 2016
February 15, 2016
March 7, 2016
March 21, 2016
April 4, 2016
April 18, 2016
May 2, 2016
May 16, 2016
June 6, 2016
June 20, 2016

July 5, 2016 (Tuesday)
July 18, 2016
August 1, 2016
August 15, 2016
September 6, 2016 (Tuesday)
September 19, 2016
October 3, 2016
October 17, 2016
November 7, 2016
November 21, 2016
December 5, 2016
December 19, 2016

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

REQUEST FOR COUNCIL ACTION

To: Mark Stuhldreher – Treasurer/Interim City Manager

Date: September 25, 2015

From: M. Jeannie Fields, Manager *mfj*
Community Development

Date for Council Consideration: Oct 5, 2015

ACTION REQUESTED: Approval to renew the contract with CBRE, Inc. to provide commercial real estate services to sell City-Owned structured properties and vacant lots for two (2) years.

Current Action X Emergency Future

Funds Budgeted: If Yes Account # No N/A X

Treasurer's Approval *MD*

BACKGROUND INFORMATION

CBRE, Inc. is a Fortune 500 and S&P 500 company headquartered in Los Angeles, California. Per CBRE literature, CBRE is the world's largest commercial real estate services and investment firm (in terms of 2013 revenue). The Company has approximately 44,000 employees (excluding affiliates) and serves real estate owners, investors and occupiers through approximately 350 offices (excluding affiliates) worldwide. CBRE offers strategic advice and execution for property sales and leasing; corporate services; property, facilities and project management; mortgage banking; appraisal and valuation; development services; investment management; and research and consulting. In 2013, CBRE – Detroit had 43 brokers, 742 transactions at \$1.3 billion and has 655 employees. Additional information is attached.

In an effort to continue to explore commercial development opportunities for city-owned property, staff would like to continue the contract with CBRE. CBRE representatives include Nieco Jenkins and Alan Holt. Resumes are attached. Recently, Myrna Burroughs relocated out of state and will no longer work with the team.

SCOPE OF SERVICES

Continue to assist the City of Inkster in marketing and selling commercial buildings and commercial and industrial vacant land (per Exhibit A of the contract). A copy of the full contract is attached.

JUSTIFICATION

The strategy to sell residential properties utilizing the services of Real Estate Agents has been reasonably successful and this strategy has had some success as well. Though vacant property has not been sold to date, there has been more interest in the development of these areas since we began our relationship with a commercial realtor. Staff would like to continue to utilize experts in the field to assist in marketing and selling commercial properties.

PROJECT OR IMPROVEMENT TASKS

1. Develop a plan to address the City's current debt and legacy costs
2. Improve and promote the image of Inkster

COSTS

All costs will be paid by the buyer per the attached contract.

PROJECT TIME TABLE

Upon the approval of City Council.

RESOLUTION

Authorization is hereby given to renew the agreement with CBRE, Inc. to provide real estate services to sell City-Owned structured properties and vacant lots for two (2) years.

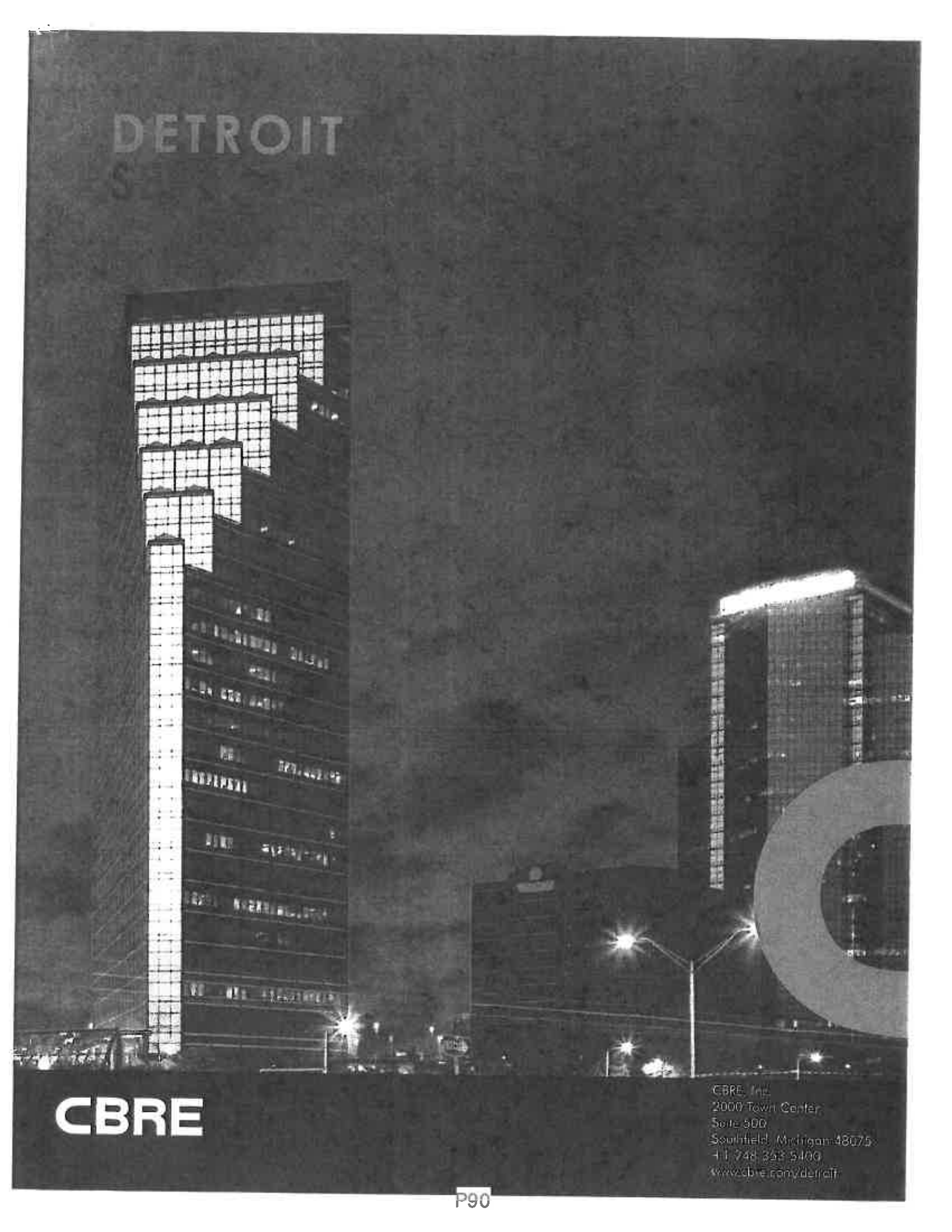
Resolved by _____

Seconded by _____

Yes:

No:

Absent:



DETROIT

CBRE

CBRE, Inc.
2000 Town Center
Suite 300
Southfield, Michigan 48075
411.748.3535/400
www.cbre.com/detroit

DETROIT

S E R V I C E S

With the industry's most complete global service delivery platform, the Detroit office of CBRE offers people services, reach, and knowledge that today's business world demands. Our core service lines are:

BROKERAGE SERVICES

CBRE executes strategic, integrated and comprehensive commercial real estate brokerage services for tenants/occupiers; and narrowly-focused, vertical industries in the office, industrial, and retail sectors.

Office Services

Office leasing represents the largest segment of CBRE's brokerage activity with 17 dedicated office brokers. Brokerage professionals focus on occupier/tenant needs. These professionals, unsurpassed in their local market knowledge, are supported by unique, unequaled and industry-leading econometric forecasting and market research tools to ensure clients make strategic and informed decisions.



Sunset photo of the Detroit skyline and the Renaissance Center, taken east of the Detroit River.

Retail Services

As focused providers of integrated products and services, including strategy development, management, finance, corporate services, consulting, and leasing, the Retail Services group provides customized solutions for clients' retail real estate needs, no matter how large of complex.

Industrial Services

CBRE's Industrial Services group addresses the needs of occupiers with a special emphasis on warehousing and manufacturing.

Specialty Services

- Restaurant Practice Group
- Healthcare Services
- Automotive Properties Group
- Retail Development Group
- Restructuring Services
- Idle Property Management

INSTITUTIONAL AND CORPORATE SERVICES

Corporate Services

Corporate Services delivers customized, innovative workplace solutions to space occupiers worldwide. This group combines unrivaled expertise in transaction services, facilities and project management and consulting with industry-specific expertise and global service delivery to provide clients with long-term, quality account management.

Portfolio Management

The group's full scope of services include: Database creation and lease abstraction, ongoing lease administration, portfolio analysis and benchmarking, rent roll preparation and lease payments, desktop and full-scope lease audit and consultation on technology platforms.

Transaction Management

As dedicated transaction managers, the group works closely with clients to develop and manage consistent, portfolio-wide processes for handling brokerage transactions whether on the local, national, or global level.

Property Management

CBRE delivers a spectrum of services, including property management, tenant relations, technical services, risk management, purchasing, energy management, accounting and financial reporting. Currently the Detroit office manages 37.2 million square feet. This group's services include project management outsourcing strategies, program management services, interior build outs, project management, moves/adds/changes, move management, capital improvements and building renovations, and tenant improvements.

CAPITAL MARKETS

CBRE Capital Markets combines the company's investment sales and mortgage banking business into a single, fully-integrated global service offering. CBRE is the market leader in the acquisition and disposition of income-producing properties for third-party owners, and the firm's mortgage banking group is a leader in debt and equity placement for all property types.

Investment Properties

Because of Investment Properties' activity in the marketplace, CBRE offers clients the most widespread level of knowledge and experience in this specialized field. Investment Properties provides services for single assets and/or multi-market portfolios for all property types. Services include acquisitions and dispositions, consulting, equity placement, financing, market research, portfolio planning and valuation.

Specialty Services

- Mixed-Use
- Private Client Group
- Land
- Manufactured Homes
- Multi-Housing

Debt and Equity Financing

The company secures the funding and services loans for all property types including multi-housing, office, retail and industrial real estate.

FINANCIAL SERVICES

Valuation and Advisory

CBRE's Valuation and Advisory Services provides accurate, reliable and timely valuations that are critical to the success of every real estate transaction or financing. The group services all types of real estate, ranging from specialty properties such as hotels, healthcare facilities and regional malls to commercial and residential properties including office, retail, industrial and multi-housing.

PROJECT MANAGEMENT

The CBRE Project Management Group is organized to be a proactive business partner to our clients acting as a single resource throughout the entire project process from initial planning through implementation. The group's solutions include owner's representative services, strategic planning, due diligence, site plan approval, program management, construction oversight, relocation services, move management, and re-branding. Our team works as a partner with our clients to define the needs of their projects as well as their long-term implementation strategy.

MOVE MANAGEMENT

Relocations are always challenging, and moving a fully operational business can present a unique set of requirements. CBRE's Move Management Team understands these requirements and will work with your team to put together a plan that will ensure a seamless transition to your new facility. Services include business transition planning, budgeting, scheduling, detailed logistics and occupancy planning, internal communications, procurement management, RFP development, technology coordination, physical move oversight, decommissions, and day one support.

VALUATION & ADVISORY SERVICES

The Detroit and Grand Rapids based offices provide local appraisal expertise with the resources of the national CBRE platform. The Detroit office includes ten predominantly senior-level appraisers providing expertise in all property types. The Grand Rapids office retains five senior-level appraisers and in tandem, these two locations provide commercial appraisal coverage to the entire state of Michigan.

CBRE Group, Inc. (NYSE:CBG), a Fortune 500 and S&P 500 company headquartered in Los Angeles, is the world's largest commercial real estate services and investment firm (in terms of 2013 revenue). The Company has approximately 44,000 employees (excluding affiliates), and serves real estate owners, investors and occupiers through approximately 350 offices (excluding affiliates) worldwide. CBRE offers strategic advice and execution for property sales and leasing; corporate services; property, facilities and project management; mortgage banking; appraisal and valuation; development services; investment management; and research and consulting. Please visit our website at www.cbre.com.

DETROIT

2013 STATISTICS
OUR PROFESSIONALS

43

Brokers

742

Transactions

\$1.3 Billion

in Transactions

655

Employees

SENIOR MANAGING DIRECTOR

John A. Latessa, Jr.

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john.latessa@cbre.com

2000 Town Center

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Southfield, MI 48075

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CBRE

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PROFESSIONAL PROFILE



NIECO JENKINS

Associate

T: 248.351.2041

F: 248.353.8134

nieco.jenkins@cbre.com

PROFESSIONAL EXPERIENCE

Nieco Jenkins serves as an associate with CBRE's Detroit Brokerage Services Group. In her role with CBRE, Nieco focuses on the leasing and sales of properties in the Michigan Market with an emphasis on the City of Detroit. Nieco is extremely optimistic and eager in the revitalization of both the State of Michigan and the City of Detroit. She works diligently and head strong with her team to bring new companies, organizations and new real estate opportunities to the region.

Before joining CBRE, Nieco worked 15 years in her family's commercial construction business, which is headquartered in the city of Detroit. While there she worked in many capacities including the roles of Human Resource Administrator, Compliance Director, assisting Project Engineer and before leaving the firm, as an Interior Design Consultant on various construction projects and developments, including a newer development in Detroit for the Wayne State University Psychiatric Department.

SIGNIFICANT ASSIGNMENTS

- Westin Book Cadillac Hotel, Detroit - \$120 million restoration and renovation of the historic Book Cadillac Hotel, originally built in 1923. The 33 story structure was converted into a multiuse facility functioning as a 450 room hotel including grand ballrooms, restaurants, office space, retail space and 8 floors of condominiums.
- New Greektown Casino & Hotel, Detroit - 30,000 sq ft renovation of the temporary casino to the now existing \$239 million, 100,000 sq ft, 300 room Greektown Casino and Hotel in downtown Detroit.
- Ford Field Stadium, Detroit- \$430 million dollar new construction and renovation of a 65,000 seat stadium that includes luxury suites and over three levels of stores, restaurants, lounge areas and commercial space.
- Cass Technical High School, Detroit - The new construction of a \$100 million, seven story high-school for the Detroit Public Schools. It includes two gymnasiums, media center, natatorium, cafeteria and athletic fields.

DEVELOPMENT EXPERIENCE

- Queen Lillian I - A \$13 million, 5-story, 62,000 sq ft building designed specific to medical and physician groups. Inclusive of Class A interior common area finishes, restrooms on each floor, exterior marquee and suite signage, kitchen areas, and elevators, additionally the building is completely ADA compliant.
- Queen Lillian II - A proposed mixed use office building located in midtown Detroit. 75,000 sq ft of leasable space that can be inclusive of office, retail and medical.

EDUCATION

- Real Estate License; State of Michigan
- Interior Design & Fine Art Studies; Oakland Community College

BOARD MEMBERSHIPS

Coleman A. Young Scholarship Foundation

**CBRE**

PROFESSIONAL PROFILE



ALAN HOLT

Associate

Industrial Properties

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M: +1 313 461 8705

F: +1 248 353 8134

alan.holt@cbre.com

Clients Represented

- Acme Photo Studios
- Baydell Development
- City of Inkster
- City of Detroit
- Jo-Dan LTD, Inc.
- Macomb Pipe and Supply Co.
- Verso Handling

PROFESSIONAL EXPERIENCE

Alan Holt joined CBRE, Inc. in the summer of 2014 specializing in industrial leasing and sales. Prior to joining CBRE, Mr. Holt was employed by Grubb & Ellis where he was recognized as a top producer. Mr. Holt has over 15 years of experience and has leased or sold in excess of 8 million square feet during his tenure in the industry.

AREAS OF SPECIALTY

Mr. Holt focuses on industrial real estate along the I-75 corridor and within the Detroit marketplace. Mr. Holt initiates his experience in developing successful business relations with local and national companies throughout Detroit and surrounding areas. With a vast array of experience in the disposition and leasing of industrial properties and land, Mr. Holt represents both Landlords and Tenants.

TEAM RESPONSIBILITY – DETROIT BUILDING AUTHORITY

Alan will support the Project Coordinator and the rest of the team for the Detroit Building Authority project with organizing, communicating and selecting the most appropriate CBRE Real Estate Professional for all real estate assignments. These assignments may include landlord/tenant representation, property management, valuation, general real estate consulting, portfolio optimization, strategic planning and research. In addition to these duties, he will provide expert consultation for transaction management, strategy and site development.

MAJOR CLIENTS

- Gannett Company
- Detroit International Bridge Co.
- Iron Mountain
- Theotis Group
- Detroit Forming Inc.
- PVS Chemicals, Inc.
- Stuart Frankel Development Co.
- Elopak
- Detroit Riverfront Conservancy
- Faygo Beverages Inc.

PROFESSIONAL ACCREDITATIONS

- Certified Commercial Investment Member (CCIM)

EDUCATION

- Wayne State University – Bachelor of Science, Accounting
- Real Estate Broker License



CBRE

PROFESSIONAL SERVICES CONTRACT

BETWEEN

CITY OF INKSTER, MICHIGAN

AND

CBRE, INC.

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**CITY OF INKSTER
PROFESSIONAL SERVICES CONTRACT**

This Professional Services Contract ("Contract") is entered into by and between the City of Inkster, a Michigan municipal corporation, ("City"), and CBRE, Inc. a Delaware corporation, with its principal place of business located at 2000 Town Center, Suite 500, Southfield, MI 48075 ("Contractor").

Recitals:

Whereas, the City desires to engage the Contractor to render certain technical or professional services ("Services") as set forth in this Contract; and

Whereas, the Contractor desires to perform the Services as set forth in this Contract; and

Accordingly, the parties agree as follows:

**Article 1.
Definitions**

1.01 The following words and expressions or pronouns used in their stead shall be construed as follows:

"Amendment" shall mean modifications or changes in this Contract that have been mutually agreed upon by the City and the Contractor in writing and approved by the City Council.

"Associates" shall mean the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any Subcontractors, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor or to any subcontractors, now existing or subsequently created, and their agents and employees.

"City" shall mean the City of Inkster, a Michigan municipal corporation.

"City Council" shall mean the legislative body of the City of Inkster.

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and all Amendments, as executed and approved by the appropriate City departments or offices and by the City Council.

"Contractor" shall mean the party that contracts with the City by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators and assigns.

"Exhibit A" is the Scope of Services for this Contract and sets forth all pertinent data relating to performance of the Services.

"Exhibit B" is the Fee Schedule for this Contract and sets forth the amount of compensation to be paid to the Contractor, including any Reimbursable Expenses, and any applicable hourly rate information.

"Records" shall mean all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this Contract.

"Services" shall mean all work that is expressly set forth in Exhibit A, the Scope of Services, and all work expressly or impliedly required to be performed by the Contractor in order to achieve the objectives of this Contract.

"Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, that contracts with the Contractor, directly or indirectly, to perform in part or assist the Contractor in achieving the objectives of this Contract.

"Unauthorized Acts" shall mean any acts by a City employee, agent or representative that are not set forth in this Contract and have not been approved by City Council as part of this Contract.

"Work Product" shall mean the originals, or copies when originals are unavailable, of all materials prepared by the Contractor under this Contract or in anticipation of this Contract, including but not limited to Technology, data, studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers, supplies, notes, recordings, and videotapes, whether such materials are reduced to writing, magnetically or optically stored, or kept in some other form.

Article 2.

Engagement of Contractor

- 2.01 By this Contract, the City engages the Contractor and the Contractor hereby agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract.
- 2.02 The Contractor shall perform in a satisfactory manner as shall be determined within the sole and reasonable discretion of the City. In the event that there shall be any dispute between the parties with regard to the extent, character and progress of the Services to be performed or the quality of performance under this Contract, the interpretation and determination of the City shall govern.
- 2.03 The Contractor shall confer as necessary and cooperate with the City in order that the Services may proceed in an efficient and satisfactory manner. The Services are deemed to include all conferences, consultations and public hearings or appearances deemed

necessary by the City to ensure that the Contractor will be able to properly and fully perform the objectives as set forth in this Contract.

- 2.04 All Services are subject to review and approval of the City for completeness and fulfillment of the requirements of this Contract. Neither the City's review or approval for any of the Services shall be construed to operate as a waiver of any rights under this Contract, and the Contractor shall be and will remain liable in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.
- 2.05 The Services shall be performed as set forth in Exhibit A, or at such other locations as are deemed appropriate by the City and the Contractor for the proper performance of the Services.
- 2.06 The City and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the Contractor.
- 2.07 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the City may contract with other firms, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor's obligations to the City in any way.

Article 3.

Contractor's Representations and Warranties

- 3.01 To induce the City to enter into this Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the Services as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law.

Article 4.

Contract Effective Date and Time of Performance

- 4.01 This Contract shall be approved by the City Council and signed by the Mayor. The effective date of this Contract shall be the date upon which the Contract has been authorized by resolution of the City Council. **The term of this Contract shall terminate twenty-four (24) months after execution of the contract by the City and the Contractor.**
- 4.02 Prior to the approvals set forth in Section 4.01, the Contractor shall have no authority to begin work on this Contract.

- 4.03 The City and the Contractor agree that the commencement and duration of the Contractor's performance under this Contract shall be determined as set forth in Section 4.01 above and Exhibit A.

**Article 5.
Data To Be Furnished Contractor**

- 5.01 Copies of all information, reports, records, and data as are existing, available, and deemed necessary by the City for the performance of the Services shall be furnished to the Contractor upon the Contractor's request. With the prior approval of the City, the Contractor will be permitted access to City offices during regular business hours to obtain any necessary data. In addition, the City will schedule appropriate conferences at convenient times with administrative personnel of the City for the purpose of gathering such data.

**Article 6.
Contractor Personnel and Contract Administration**

- 6.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned. If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's professional activities and major undertakings.
- 6.02 The City may interview the Contractor's managerial staff and other employees assigned to this Contract. The Contractor shall not use any managerial staff or other employees to whom the City objects and shall replace in an expedient manner those rejected by the City. The Contractor shall not replace any of the personnel working on this Contract with new personnel without the prior written consent of the City.
- 6.03 When the City deems it reasonable to do so, it may assign qualified City employees or others to work with the Contractor to complete the Services. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Services.
- 6.04 The relationship of the Contractor to the City is and shall continue to be that of an independent Contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, Subcontractor or employee as a result of the performance of this Contract. No relationship other than that of independent Contractor shall be implied between the parties or between either party's agents, employees or Subcontractors. The Contractor agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the

Contractor or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.

- 6.05 The Contractor warrants and represents that all persons assigned to the performance of this Contract shall be regular employees or independent Contractors of the Contractor, unless otherwise authorized by the City. The Contractor's employees' daily working hours while working in or about a City of Inkster facility shall be the same as those worked by City employees working in the facility, unless otherwise directed by the City.
- 6.06 The Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the City's premises.

Article 7. Compensation

- 7.01 Compensation for Services provided will be paid in the manner set forth in Exhibit B. This amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.

The City employee responsible for accepting performance under this Contract is:

Mark Stuhldreher, Treasurer/Interim City Manager
City of Inkster
26215 Trowbridge
Inkster, Michigan 48141
Telephone: (313) 563-4234
Facsimile: (313) 563-6245
Email Address: mstuhldreher@cityofinkster.com

Article 8. Maintenance and Audit of Records

- 8.01 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion date.
- 8.02 The City and shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City deems necessary.
- (a) The Contractor shall make all Records available for examination during normal business hours at its Inkster offices, if any, or alternatively at its facility nearest Inkster. The City and any government-grantor agency providing funds for the Contract shall have this right of inspection. The Contractor shall provide copies of all Records to the City or to any such government-grantor agency upon request.

- (b) If in the course of such inspection the representative of the City or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.

Article 9. Indemnity

- 9.01 The Contractor agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any of the following occurring during the term of this Contract:
 - (a) Any negligent or tortious act, error, or omission attributable in whole or in part to the Contractor or any of its Associates; and
 - (b) Any failure by the Contractor or any of its Associates to perform their obligations, either express or implied, under this Contract; and
 - (c) Any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's or any of its Associates performance of this Contract.
- 9.02 The Contractor undertakes and assumes all risk of dangerous conditions when not performing Services inside City offices, or on property owned by the City. The Contractor also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned by the City.
- 9.03 In the event any action shall be brought against the City by reason of any claim covered under this Article 9, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same.
- 9.04 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.
- 9.05 The indemnification obligation under this Article 9 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.

- 9.06 Neither party to the Contract shall be liable for any lost or prospective profits or any other indirect, consequential, special, incidental, punitive, or other exemplary losses or damages, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, regardless of the foreseeability or the cause thereof.

**Article 10.
Insurance**

- 10.01 During the term of this Contract, the Contractor shall maintain the following insurance, at its expense:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
(a) Workers' Compensation	Michigan Statutory minimum
(b) Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
(c) Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
(d) Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance)	\$1,000,000.00 combined single limit for bodily injury and property damage

- 10.02 The commercial general liability insurance policy shall include an endorsement naming the "City of Inkster" as an additional insured. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary with respect to claims attributable to the Contractor's negligence and not excess over any insurance already carried by the City of Inkster and shall provide blanket contractual liability insurance for all written contracts.

- 10.03 Each such policy shall contain the following cross-liability wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

- 10.04 All insurance required by this Contract shall be written on an occurrence-based policy form, if the same is commercially available.

- 10.05 The Commercial General Liability policy shall be endorsed to have the general aggregate apply to the Services provided under this Contract only.
- 10.06 All insurance policies shall name the Contractor as the insured and the Contractor shall provide at least thirty (30) days prior written notice to the City in the event such policies are cancelled or materially reduced. Certificates of insurance evidencing the coverage required by this Article 10 shall be submitted to the City prior to the commencement of the Services and at least fifteen (15) days prior to the expiration dates of expiring policies.
- 10.07 If any work is subcontracted in connection with this Contract, the Contractor shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in this Article 10 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.
- 10.08 The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance required under this Article 10 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

Article 11.
Default and Termination

- 11.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 11.
- 11.02 The City shall have the right to terminate this Contract at any time at its convenience by giving the Contractor five (5) business days written Notice of Termination for Convenience.
- 11.03 After receiving a Notice of Termination for Cause or Convenience, and except as otherwise directed by the City, the Contractor shall:
- (a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination; and
 - (b) Preserve all Records and submit to the City such Records and reports as the City shall specify and carry out such directives as the City may issue concerning the safeguarding or disposition of files.
- 11.04 After termination of the Contract, each party shall have the duty to assist the other party in the orderly termination of this Contract and the transfer of all rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each party.

Article 12.
Assignment

- 12.01 The Contractor shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of the City.

Article 13.
Subcontracting

- 13.01 None of the Services covered by this Contract shall be subcontracted without the prior written approval of the City and, if required, any grantor agency. The City reserves the right to withhold approval of subcontracting such portions of the Services where the City determines that such subcontracting is not in the City's best interests.
- 13.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the Subcontractor and its Associates in all respects. The Contractor agrees to bind each Subcontractor and each Subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that Subcontractor.
- 13.03 The Contractor and the Subcontractor jointly and severally agree that no approval by the City of any proposed Subcontractor, nor any subcontract, nor anything in the Contract, shall create or be deemed to create any rights in favor of a Subcontractor and against the City, nor shall it be deemed or construed to impose upon the City any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and the City.
- 13.04 The provisions contained in this Article 13 shall apply to subcontracting by a Subcontractor of any portion of the work or services included in an approved subcontract.
- 13.05 The Contractor agrees to indemnify, defend, and hold the City harmless against any claims initiated against the City pursuant to any subcontracts the Contractor enters into in performance of this Contract. The City's approval of any Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

Article 14.
Conflict of Interest

- 14.01 The Contractor covenants that to the best of its signatory's actual knowledge it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. The

Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by it.

14.02 The Contractor further covenants that, to the best of its signatory's actual knowledge, no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.

14.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.

Article 15. Confidential Information

15.01 In order that the Contractor may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for the City to disclose confidential and proprietary information to the Contractor or its Associates pertaining to the City's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard, and shall instruct its Associates to regard, all information gained as confidential and such information shall not be disclosed to any organization or individual without the prior consent of the City. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order.

15.02 The Contractor agrees to take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.

Article 16. Compliance With Laws

16.01 The Contractor shall comply with and shall require its Associates to comply with all applicable federal, state and local laws.

16.02 The Contractor shall hold the City harmless with respect to any damages arising from any violation of law by it or its Associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this

Contract. The Contractor shall require as part of any subcontract that the Subcontractor comply with all applicable laws and regulations.

Article 17. Amendments

- 17.01 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require the Contractor to perform Additional Services that are not contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to the Contractor by the City be proportionately adjusted, either increased or decreased, to reflect such modification. If the City and the Contractor mutually agree to any changes or modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.
- 17.02 Compensation shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, the Contractor shall continue to perform the Services under this Contract until the dispute is resolved.
- 17.03 No Amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City departments and the City Council, and is signed by the Purchasing Director.
- 17.04 The City shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the Contractor and any of its Associates.

Article 18. Fair Employment Practices

- 18.01 The Contractor shall comply with, and shall require any Subcontractor to comply with, all federal, state and local laws governing fair employment practices and equal employment opportunities.
- 18.02 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Article 18 in any subcontract, as well as provide the City a copy of any subcontract upon request.
- 18.03 Breach of the terms and conditions of this Article 18 shall constitute a material breach of this Contract and may be governed by the provisions of Article 11, "Default and Termination."

Article 19.
Notices

19.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract shall be given in writing, mailed by postage prepaid, certified or registered first-class mail, return receipt requested, and addressed as follows:

If to the City:

City of Inkster
Mark Stuhldreher, Treasurer/Interim City Manager
26215 Trowbridge
Inkster, MI 48141

If to the Contractor:

CBRE - Detroit
2000 Town Center, Suite 500
Southfield, MI 48075
Attention: Mr. Joseph Rosenberg, Senior Vice President

19.02 All Notices shall be deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of Notices at any time by giving notice of the address change to the other party. Any Notice given by a party to this Contract must be signed by an authorized representative of such party.

19.03 The Contractor agrees that service of process at the address and in the manner specified in this Article 19 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice.

Article 20.
Proprietary Rights and Indemnity

20.01 The Contractor shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided under this Contract. Any Work Product provided to the City under this Contract shall not include the Contractor's proprietary rights, except to the extent licensed to the City.

20.02 The City shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.

Article 21.
Force Majeure

- 21.01 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

Article 22.
Waiver

- 22.01 The City shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the City.
- 22.02 No delay or omission on the part of the City in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.
- 22.03 No failure by the City to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

Article 23.
Miscellaneous

- 23.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 23.02 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither the City nor the City's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this Contract. The Contractor waives any defense it may have to the validity of the execution of this Contract.
- 23.03 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.

- 23.04 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 23.05 This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. The Contractor also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.
- 23.06 If any Associate of the Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.
- 23.07 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.
- 23.08 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.
- 23.09 The Contractor covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City including, without limitation, real property, personal property and income taxes, and water, sewage or other utility bills.
- 23.10 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the City shall provide a copy to the Contractor.
- 23.11 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.
- 23.12 The rights and benefits under this Contract shall inure to the City of Inkster and its agents, successors, and assigns.

(Signatures appear on next page)

The City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

Witnesses:

Contractor:

1. _____
Name

By: _____
Name

2. _____
Name

Its: _____
Title

Witnesses:

City of Inkster

1. _____
Name

By: _____
Name

2. _____
Name

Its: _____
Title

THIS CONTRACT WAS APPROVED
BY THE CITY COUNCIL ON:

Date

City Clerk Date

**THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE MAYOR OF THE
CITY OF INKSTER.**

EXHIBIT A

SCOPE OF SERVICES

CONTRACTOR is to assist the City of Inkster in marketing and selling commercial buildings and commercial and industrial vacant land owned by the City. CONTRACTOR'S overall goal is to market and sell City owned property.

The Community Development and/or Assessing Department will provide, as necessary, the CONTRACTOR with documents in the City's possession relating to the City's database of real estate. The City's portfolio consists of City owned buildings and vacant land.

As to all services performed pursuant to the terms of this Contract Section the CONTRACTOR will receive no compensation from the City.

NON EXCLUSIVE AGREEMENT

This agreement is non-exclusive and it is understood that the city may at its discretion enter into other similar agreements with other providers of real estate services at any time.

PROJECT AUTHORIZATION

No project or representation of the City pursuant to the terms of this contract shall be initiated until an authorization in writing for the particular project or representation is received by the Contractor from the City Manager/Community Development Department. At the conclusion of each project or representation a completion document in a form specified by the City shall be prepared by the Contractor and an executed copy bearing all required signatures shall be provided to the City Manager/Community Development Department.

EXHIBIT B

FEE SCHEDULE

COMPENSATION.

Strategic planning and market survey services pursuant to this agreement will be provided without charge. Costs for tenant representation or any other service provided in connection with real estate transactions at the request of the City will be paid for by the buyer under terms conforming to the following chart.

Transaction	CONTRACTOR Compensation
Sale of City property	Buyer pays commission – must be agreeable to the City

Collection of any funds due to CONTRACTOR from a third party as a result of any transaction pursuant to this agreement is exclusively the responsibility of CONTRACTOR and CONTRACTOR agrees to defend and indemnify the City for any expenses, charges or claims it may incur as a result of agreements between CONTRACTOR and any other party regarding compensation.

Any variation from the terms specified in the chart above must have the approval in writing of the City. The City has the option to enter into a separate Memorandum of Understanding or contract with the Contractor for future fee based services.

CITY ACKNOWLEDGMENT

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing contract was acknowledged before me the _____ day of _____,
20____, by _____,
(name of person who signed the contract)
the _____,
(title of person who signed the contract as it appears on the contract)
of _____,
(complete name of the City department)
on behalf of the City.

Notary Public, County of _____

State of _____

My commission expires: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
)SS.
COUNTY OF _____)

The foregoing contract was acknowledged before me the _____ day of _____,
20____, by _____
(name of person who signed the contract)
the _____
(title of person who signed the contract as it appears on the contract)
of _____
(complete name of the corporation)
on behalf of the Corporation.

Notary Public, County of _____

State of _____

My commission expires: _____

REQUEST FOR COUNCIL ACTION

To: Mark Stuhldreher, Interim City Manager

Date: September 1, 2015

From: Jerome Bivins, DPS Deputy Director

Date for Council Consideration: October 5, 2015

ACTION REQUESTED: Consider authorizing administration approval of a contract with Great Lakes Facility Management to provide janitorial services at City Hall, Justice Center, Recreation Complex, and Department of Public Services for one (1) year with the option of two (2) additional years. See attached supporting documents.

Current Action ☒ Emergency ☐ Future ☐

Funds Budgeted: If Yes ☒ Account # 101-265-931-000 No ☐
N/A ☐

Treasurer's Approval 

BACKGROUND:

To ensure the city is receiving the best combination of services and pricing, a RFP for cleaning services was issued. A review committee was assembled to review all bids and to make a recommendation as to the preferred vendor (see attached bid tabulation sheet). Based on the information, Great Lakes Facility Management was chosen. This company offers a sound business plan in addressing our needs to maintain a clean and professional environment.

SCOPE OF SERVICES:

To provide janitorial services for City Hall, Justice Center, Recreation Complex, and Department of Public Service

JUSTIFICATION:

The City is seeking a company that will provide janitorial services at a reasonable cost

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster

COSTS:

The yearly cost for the following buildings is as follows: City Hall-\$12,072.00, Justice Center-\$22,944.00, Recreation Complex-\$16,896.00, and Department of Public Service-\$800.00.

PROJECT TIME TABLE:

Starting October 1, 2015

RESOLUTION:

Authorization is hereby given to administration to approve a contract with Great Lakes Facility Management to provide janitorial services at City Hall, Justice Center, Recreation Complex, and Department of Public Service for one (1) year with the option of two (2) additional years.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

Janitorial Survey Tabulations

Company	Place Ranked	Score
Great Lakes Facility Management	1st	233/250
American Cleaning LLC.	2nd	166/250
Sparkle Janitorial Service	3rd	128/250
Gibbs Cleaning Services	4th	120/250
Polstar	5th	114/250
UpKeeping Cleaning Solutions	6th	113/250
N & GP & Cleaning	7th	99/250

The committee for janitorial bid services consisted of Mrs. Felicia Rutledge, Ms. Maya Roots, Judge Johnson, Craig Lewis, and Police Chief. Rieley. The point system was done by ten questions, between 1-5 points, and totaling 250 all together.

CONTRACT FOR JANITORIAL SERVICES

This Agreement ("Contract") entered into the 23rd day of September, 2015, by and between the CITY OF INKSTER, a Michigan municipal corporation located at 26215 Trowbridge, Inkster, Michigan 48141 ("City" herein) and GREAT LAKES FACILITY MANAGEMENT, LLC, a Michigan limited liability company located at 503 S. Saginaw, Flint, MI 48502 ("Contractor" herein).

RECITALS:

WHEREAS, the City has issued a Request for Bids to provide janitorial services to the City;

WHEREAS, Great Lakes Facility Management, LLC has submitted the winning bid for janitorial services; and

WHEREAS, the Parties desire to enter into a contract stating the terms and conditions under which Great Lakes Facility Management LLC will provide janitorial services to the City.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained herein, the City and Contractor agree as follows:

1. Work/Project

The City hereby contracts with the Contractor, and the Contractor agrees to provide and furnish all labor, materials, necessary tools, equipment and all services necessary to perform and complete in a competent, professional manner janitorial services pursuant to the provisions of the City of Inkster's Request for Bids for Municipal Buildings Janitorial Cleaning Services issued in June 2015, which is attached hereto as Exhibit A. **(If there is a discrepancy between the terms of this Contract and the Request for Bid, this Contract shall control.)** Pursuant to the acceptance of the Contractor's proposal, the Parties agree that the following basic services are to be provided by the Contractor:

A. **City Hall, 26215 Trowbridge.** The Contractor shall provide the following services at City Hall:

- Restrooms sanitized and replenished.
- All carpets/runners vacuumed.
- Title floors swept and mopped.

- Emptying/removing all trash.
- Cleaning/wiping all desks/tables/shelves, unless covered by papers.
- Clean all glass doors.
- Kitchen sinks and countertops sanitized.
- Drinking fountains cleaned.
- Appliances at City Hall wipe down.

The above noted servicers will be provided each week at City Hall on Monday, Wednesday, and Friday after regular business hours. Services will commence at 8:00 pm, and continues until completed. On the first and third Monday's of each month, these services will commence at the conclusion of the city council meeting. (City Council meets on the first and third Monday of each month. The delayed start time will also apply if there is a Special Meeting of the Council.) The monthly fee for these services will be \$1,006.00 per month.

B. Justice Center, 26279 Michigan Ave. The Contractor the following services at the Justice Center:

- Restrooms sanitized and replenished.
- All carpets/runners vacuumed.
- Tile floors swept and mopped.
- Emptying/removing all trash.
- Cleaning/wiping all desks/tables/shelves, unless covered by papers.
- Clean all glass doors.
- Swept and mop Jail cell area empty trash
- Elevators and stairways cleaned
- Kitchen sinks and countertops sanitized.
- Drinking fountains cleaned.
- Appliances at Justine Center wipe down

The above noted servicers will be provided each week at the Justice Center on Monday, Wednesday, and Friday after regular business hours. Work will commence at 6:00 pm, and continue until completed. The monthly fee for these services will be \$1,912.00 per month.

C. Recreation Center, 2025 Middlebelt Rd. The Contractor shall provide the following services at the Recreation Center:

- Dust and disinfect the tables.
- Restrooms sanitized and replenished.
- All carpets/ runners vacuumed.
- Tile floors swept and mopped.

- Emptying/removing all trash.
- Cleaning /wiping all desks/tables/shelves
- Clean all glass doors.
- Drinking fountains cleaned.
- Appliances at Recreation Center wipe down.

The above noted servicers will be provided each week at the Recreation Center on Wednesday, Friday, and Sunday. The monthly fee for these services will be \$1,408.00 per month.

D. **Department of Public Services, 26900 Princeton.** The Contractor shall provide the following services at the Department of Public Services building:

- Restroom sanitized and replenished.
- All carpets/runners vacuumed.
- The floors swept and mopped.
- Emptying/removing all trash.
- Cleaning/wiping all desks/tables/shelves unless covered with paper
- Clean all glass doors.

The above noted servicers will be provided at the Department of Public Services once a week. The specific dates of service will be determined by the Director of Public Services. The monthly fee for these services will be \$100.00 per month.

E. **Optional Services.** In addition to the basic services listed in sections 1A to 1D above, the City may from time to time request that the Contractor provide the following optional services. Such optional services will not be paid for unless that is a written request for the service signed by the Director of Public Works and the City Treasurer.

- i. **City Hall Building:** Floor Stripping and waxing for all hard surface floors, \$300.00 per service; Carpet Cleaning (other than stain and spot removal) for all carpeted flooring, \$200.00 per service; Window Washing all windows inside and out, \$150.00 per service (cleaning of all entrance door glass is included with the regular cleaning); and cleaning and dusting light fixtures. \$211.53 per service.
- ii. **Justice Center:** Floor stripping and waxing for all hard surface floors, \$500.00 per service; Carpet Cleaning (other than stain and spot removal) for all carpeted flooring,

\$650.00 per service; and Window Washing all windows inside and out, \$250.00 per service. (Cleaning of all entrance door glass is included with the regular cleaning.)

iii. Recreation Center: Floor stripping and waxing for all of the tile floors (not including the gymnasium), \$1,500.00 per service; Stripping and waxing the gymnasium floor, \$1,375 per service; Carpet Cleaning (other than stain and spot removal which is included with the regular services) for all carpeted flooring, \$200.00 per service; and Window Washing all windows inside and out, \$250.00 per service. (Cleaning of all entrance door glass is included with the regular cleaning.)

2. Indemnification and Insurance

a) **Indemnification and Hold Harmless.** To the fullest extent permitted by law, the Contractor agrees to indemnify, defend, pay on behalf of, and save harmless the City and its elected and appointed officials, consultants, agents and employees from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon the City or its elected and appointed officials, consultants, agents and employees for damages to property and for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this contract, whether such injuries to person or damage to property is due or claimed to be due to the negligence of the Contractor, its subcontractors, the City, its elected and appointed officials, consultants, agents or employees except only such injury or damage as shall have been occasioned by the sole negligence of the City.

b) **Insurance.** The Contractor shall purchase and maintain, throughout the term of this agreement, comprehensive general liability insurance, including contractual liability, to protect the Contractor and the City from all claims for bodily injury, including accidental death, personal injury, and property damage arising from operations under this Agreement, whether such operation be by the Contractor, its subcontractor, agent, or by anyone else directly or indirectly employed by the Contractor.

In addition, all statutory insurance requirements, including workers' compensation, shall be met. All required insurance policies shall be issued by reputable insurance companies duly authorized to engage in the insurance business in the State of Michigan. Limits of such insurance shall be as stated below:

Workers' Compensation	Statutory
Comprehensive General Liability	\$1,000,000
Employer's Liability	\$1,000,000
<i>Motor Vehicle Insurance – Owned, Non-Owned and Hired</i>	
Bodily Injury	\$500,000 per Occurrence
Property Damage	\$500,000 per Occurrence

The City shall be named on such policies as insured or named as additional insured. Failure to maintain insurance coverage throughout the life of the contract, consistent with the provisions of this section, shall be considered a breach of contract. The Contractor shall procure and maintain during the life of the contract umbrella excess liability insurance in the single amount limit of at least two million dollars (\$2,000,000). This insurance shall be project specific and the umbrella excess policy wording shall apply to the Contractor's general liability and its automobile liability insurance. Each insurance policy shall specify that no policy may be terminated for any reason unless thirty (30) days prior written notice of such proposed termination shall be given to the City. Before commencing any work related to the contract the Contractor shall provide the City certificates of insurance for the required insurance policies.

3. Ability to Perform and Warranty

The Contractor warrants and represents that it is financially sound, qualified, has all necessary licensing and certifications, and has adequate resources and experience to perform, complete the work and provide the materials herein in the manner and within the time required. Work shall include all items set forth in the attached specifications. Contractor shall be responsible for all permits an all work is to be completed in compliance with applicable Federal, State, County, Local and City laws, regulations and ordinances.

Contractor warrants and guarantees to the City that all work will be in accordance with the Contract documents, which include Exhibit A, attached hereto. **Materials, Labor and Utilities**

The Contractor shall provide and pay for all materials related to and necessary for the completion of the work. All work performed and materials used shall be in accordance with the specifications and Contract documents.

4. Payment

The City shall pay the Contractor as compensation for the performance of this Contract in accordance with the terms of this Agreement. The Contractor shall submit monthly bills for completed work listing all dates janitorial service was provided to each building for the previous month. The total contract fee payable for work performed during the initial term of this contract shall not exceed Thirty Five Thousand Four Hundred Eight and 00/100 (\$35,408.00) Dollars. This amount does not include any payments for the items noted in section 1E, Optional Services. If the City exercises its option to extend the Contract, the yearly contract fee shall be Fifty Three Thousand One Hundred Twelve and 00/100 (\$53,112.00) Dollars. Contractor shall submit monthly invoices for work completed, with payment from the City within 30 days of receipt of the invoice and approval by the City's designated representative. The City shall have no obligation to pay for any services not stated in this Contract. Extra services, including those identified as "Optional Services" in section 1E of this Agreement, must be approved in writing by the Department of Public Services and City Treasurer prior to the commencement of the work.

5. Inspection

The City, through its designs, shall be permitted to examine and inspect the work in progress at any time. The Contractor shall be fully responsible for being present at all inspections and for ensuring that all the work performed fully conforms with and meets its proposal, and as provided in the specifications.

6. Termination of Contract

The City may terminate this Contract in the event the Contractor fails to execute work in accordance with the provisions of this Contract after written notice to the Contractor, if the Contractor fails to cure a default within seven (7) days of written notice from the City. Such termination shall not

preclude the City from pursuing any legal or equitable remedies against the Contractor resulting or as a consequence of Contractor's default.

City shall have the right to terminate this contract with or without cause, for the convenience of City. In the event of termination for the City's convenience, compensation to Contractor shall be made on the same basis as that provided for in the Agreement between City and Contractor or Contract Documents, or in the absence of applicable provisions, then based on the percentage of the work completed as of the date of termination. In no event shall the Contractor be entitled to anticipated profits.

7. Assignment of Contract

Contractor may not assign any portion of this Contract without first obtaining the written consent and approval of the City. The request for assignment must include evidence satisfactory to the City, that in the City's sole discretion, the proposed assignee qualifies under all requirements of this Contract and the requirements set forth in the bid specifications. Any such assignment shall not act to release the Contractor from its obligations, duties and responsibilities under this Contract.

8. Protection of Work, Property and Persons

The Contractor shall continuously maintain and protect vehicle and pedestrian traffic and the safety of all persons from injury, loss or damage in connection with the work performed. The City of Inkster Director of Public Services, or his designated representative, shall decide all questions which may arise as to the quality and acceptability of work performance and as to the manner of performance and rate of progress of the work.

9. Fair Employment Practice and Non-Discrimination

A) During the performance of this Agreement, the Contractor, for itself, its members, officers, directors, and employees in interest agrees as follows:

Non-discrimination: The Contractor with regard to the Services to be performed under this Agreement shall not discriminate on grounds prohibited by federal, state or local constitution, law, statute or ordinance in:

1. The selection and retention of subcontractors or the procurement of materials and leases of equipment.
2. The Contractor agrees that it will not discriminate against any person, employee, consultant or applicant for employment with respect to his/her hire tenure, terms, conditions, or privileges or employment or hire of employees, consultants or applicants for employment.

B) **Solicitations for Subcontractors:** In all solicitations made by the Contractor for work to be performed under a subcontract, each potential subcontractor shall be notified by the Contractor of the Contractor's obligations under this Agreement, and the regulations relative to non-discrimination.

C) **Sanctions for Noncompliance:** In the event of noncompliance with the non-discrimination provisions of this Agreement and the City's Non-Discrimination Clause, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under this Agreement until the Contractor complies; and/or
2. cancellation, termination or suspension of this Agreement, in whole or in part; and/or
3. The imposition of liquidated damages (not a penalty) in the amount of \$500.00 per day, for each day that the Contractor shall fail to comply with said requirements, as determined by the Comptroller, in consultation with the Community and Economic Development Director.

The Contractor agrees that the City, or its duly authorized representative, shall have access during regular business hours to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts and transcriptions.

10. Term

The term of this Contract shall be from November 1, 2015 to June 30, 2016. The City has the option to renew the Contract for an additional two years beginning July 1, 2016 through June 30, 2018, upon providing written notice, signed by the City Treasurer, to the Contractor of its intent to exercise its option no later than April 30, 2016.

11. Notices

All notices given pursuant to the terms of this Contract shall, if given to the City, be delivered personally or be mailed to *City of Inkster Directory of Public Services, 26215 Trowbridge, Inkster, Michigan 48141*, and if to Contractor, shall be delivered personally or mailed to *Great Lakes Facility Management, LLC, 503 S. Saginaw St., Flint, MI 48502*

12. Waiver

Any express or implied waiver or failure to exercise promptly any right under this Contract will not create a continuing waiver or any expectation of non-enforcement.

13. Severability

If any term or provision of this Contract shall to any extent be held to be invalid or unenforceable, the remaining terms and provisions shall not be affected, and each term and provision of the Contract shall be valid and enforced to the fullest extent provided by Michigan law.

14. Applicable Law

This Contract shall be enforced and governed in accordance with the laws of the State of Michigan.

15. Arbitration.

Contractor waives its rights to a jury trial for any dispute hereunder and instead agrees that any dispute between it and the city related in any way to this Agreement and scope of work shall be submitted to binding arbitration under the commercial arbitration rules of the American Arbitration Association in effect at the time that the dispute arises. Venue shall be in Wayne County Michigan. The determination of the arbitrator will be binding on the parties and will not be appealable, and judgment on the award rendered may be entered in any court having jurisdiction on the matter. Any claim not submitted by written demand for arbitration served upon the City Clerk in accordance with the Michigan Court Rules shall be deemed waived if it is not filed within 90 days of the date on which the Contractor knew or should have known of the claim's existence.

This Agreement shall be binding upon the parties hereto and their respective successors or assigns.

In Witness Whereof, the parties have set their hands and seals this 28th day of September, 2015.

WITNESSES:

"CITY"
City of Inkster

By: Hilliard L. Hampton
Its: Mayor

By: Mark Stuhldreher
Its: Treasurer/Interim City Manager

"CONTRACTOR"
Great Lakes Facility Management, LLC

Shields Burgess

[Signature]
By: Fletcher Rheasles Jr.
Its: President

Janitorial Bid Tabulations

Company	City Hall	Justice Center	Rec. Complex	DPS	Special Project
Sparkle Janitorial Service (Received 07-02-15 8:50 AM)	*Weekly cleaning: 3 days; Mon., Wed., & Fri. *8:00 PM-4:00 PM *No 1st and 3rd Monday of each month for Mayor and City Council meeting nights	*Weekly cleaning: 3 days; Mon., Wed., & Fri. *8:00 PM-4:00 PM	*Weekly & Weekend cleaning: 3 days; Wed., Fri., & Sun.	*Monthly cleaning: Twice a month *Second and Fourth week of each month	*Stripping and Waxing at \$0.21 per square foot *Carpet Shampooing at \$0.12 per square foot *Payment terms: net/10
Great Lakes Facility Management (Received 07-02-15 8:30 AM)	*Weekly cleaning: 3 days; Mon., Wed., & Fri. *8:00 PM-4:00 PM *No 1st and 3rd Monday of each month for Mayor and City Council meeting nights	*Weekly cleaning: 3 days; Mon., Wed., & Fri. *8:00 PM-4:00 PM *Floor Stripping & Waxing \$500.00 per service *Carpet Cleaning \$950.00 per cleaning *Window washing \$250.00 per service	*Weekly & Weekend cleaning: 3 days; Wed., Fri., & Sun *Floor Stripping & Waxing \$1500.00 per service & Gym *Floor price is \$1375.00 per service *Carpet Cleaning \$200.00 per cleaning *Window Washing \$250.00 per service in & out	*Monthly cleaning: Twice a month *Second and Fourth week of each month	All special projects include all labor, supplies and equipment in price
American Cleaning LLC. (Received 07-02-15 9:35 AM)	*Weekly cleaning: 3 days; Mon., Wed., & Fri. *8:00 PM-4:00 PM *No 1st and 3rd Monday of each month for Mayor and City Council meeting nights	*Weekly cleaning: 3 days; Mon., Wed., & Fri. *8:00 PM-4:00 PM	*Weekly & Weekend cleaning: 3 days; Wed., Fri., & Sun	*Monthly cleaning: Twice a month *Second and Fourth week of each month	None Listed
Upkeep Cleaning Solutions (Received 07-02-15 9:40 AM)	*Weekly cleaning: 3 days; Mon., Wed., & Fri. *8:00 PM-4:00 PM *No 1st and 3rd Monday of each month for Mayor and City Council meeting nights	*Weekly cleaning: 3 days; Mon., Wed., & Fri. *8:00 PM-4:00 PM	*Weekly & Weekend cleaning: 3 days; Wed., Fri., & Sun.	*Monthly cleaning: Twice a month *Second and Fourth week of each month	None Listed
Gibbs Cleaning Services (Received 07-02-15 1:20 PM)	*Weekly cleaning: 3 days; Mon., Wed., & Fri. *8:00 PM-4:00 PM *No 1st and 3rd Monday of each month for Mayor and City Council meeting nights *Carpet Cleaning(Full contact) \$1,200.00 *Carpet Cleaning(Full contact) \$1,200.00 *Clean light fixtures and air diffusers \$250.00 *Clean light fixtures and air diffusers \$250.00 *Striping and waxing all the floors \$675.00 *Wash windows exterior & interior \$300.00	*Weekly cleaning: 3 days; Mon., Wed., & Fri. *8:00 PM-4:00 PM *Light fixtures and air diffusers \$200.00-PO *Strip and Wax all the floors \$300.00-PO *Window cleaning lobby only in & out \$100.00-PO *Carpet Cleaning(Full contact) \$800.00-22nd DC *Light fixtures and air diffusers \$200.00-22nd DC *Striping and waxing all the floors \$150.00 22nd DC *Washing Windows in & Out(lobby, kitchen, and back hallway) \$175.00	*Weekly & Weekend cleaning: 3 days; Wed., Fri., & Sun. *Carpet cleaning(Full contact) \$850.00 *Cleaning light fixtures and vents \$150.00 *Striping and waxing all the floors \$1400.00 *Window washing in & out \$200.00 *High speed all the floors \$250.00	*Monthly cleaning: Twice a month *Second and Fourth week of each month *Strip & wax all the floors \$1250.00 *Carpet cleaning (Full contact) \$1725.00	None Listed
N & GP & Cleaning (Received 07-02-15 9:42 AM)	*Weekly cleaning: 3 days; Mon., Wed., & Fri. *8:00 PM-4:00 PM *No 1st and 3rd Monday of each month for Mayor and City Council meeting nights	*Weekly cleaning: 3 days; Mon., Wed., & Fri. *8:00 PM-4:00 PM	*Weekly & Weekend cleaning: 3 days; Wed., Fri., & Sun.	*Monthly cleaning: Twice a month *Second and Fourth week of each month	None Listed
Polsler (Received 07-02-15 9:20 AM)	*Weekly cleaning: 3 days; Mon., Wed., & Fri. *8:00 PM-4:00 PM *No 1st and 3rd Monday of each month for Mayor and City Council meeting nights	*Weekly cleaning: 3 days; Mon., Wed., & Fri. *8:00 PM-4:00 PM	*Weekly & Weekend cleaning: 3 days; Wed., Fri., & Sun.	*Monthly cleaning: Twice a month *Second and Fourth week of each month	None Listed
Company	Monthly City Hall Price	Monthly Justice Center Price	Monthly Rec. Complex Price	Monthly DPS Price	Monthly Total
Sparkle Janitorial Service	\$1,225.00	\$1,164.00	\$1,053.00	\$1,183.00	\$3,855.00
Great Lakes Facility Management	\$1,006.00	\$1,912.00	\$1,408.00	\$60.00	\$4,376.00
American Cleaning LLC.	\$950.00	\$1,950.00	\$850.00	\$9,388.00	\$53,388.00
Upkeep Cleaning Solutions	\$1,800.00	\$1,680.00	\$1,280.00	\$4,450.00	\$5,180.00
Gibbs Cleaning Services	\$1,850.00	\$2,500.00	\$1,975.00	\$3,500.00	\$6,775.00
N & GP & Cleaning	\$2,520.00	\$2,700.00	\$1,620.00	\$1,100.00	\$6,040.00
Polsler	\$1,645.00	\$2,328.00	\$2,350.00	\$7,180.00	\$7,105.00
Company	Yearly City Hall Price	Yearly Justice Center Price	Yearly Rec. Complex Price	Yearly DPS Price	Yearly Total
Sparkle Janitorial Service	\$14,700.00	\$14,328.00	\$12,636.00	\$2,196.00	\$43,860.00
Great Lakes Facility Management	\$12,072.00	\$22,944.00	\$16,896.00	\$60.00	\$52,612.00
American Cleaning LLC.	\$11,400.00	\$23,400.00	\$10,200.00	\$9,388.00	\$53,388.00
Upkeep Cleaning Solutions	\$21,600.00	\$20,160.00	\$15,120.00	\$5,400.00	\$62,280.00
Gibbs Cleaning Services	\$23,400.00	\$30,000.00	\$23,700.00	\$4,200.00	\$81,200.00
N & GP & Cleaning	\$30,240.00	\$32,400.00	\$19,440.00	\$1,200.00	\$83,280.00
Polsler	\$18,740.00	\$35,136.00	\$28,200.00	\$2,160.00	\$85,236.00

REQUEST FOR COUNCIL ACTION

To: Mark Stuhldreher, Interim City Manager Date: September 12, 2015

From: Jerome Bivins, DPS Deputy Director *JB* Date for Council's Consideration: October 5, 2015

ACTION REQUESTED: Consider authorizing administration approval of a contract for Concrete and Turf Restoration with Century Cement to repair properties city wide from water main breaks for one (1) year with the option of two (2) additional years. See attached supporting documents.

Current Action ☒ X Emergency ☐ Future ☐

Funds Budgeted: If Yes ☐ Account # 592-564-806-000 No ☐ N/A ☐

Treasurer's Approval *MTS*

BACKGROUND:

The Department of Public Services has repaired several water main breaks throughout the City in the past several years and also staff has done some temporary repair at these locations. However the work loads have increased rapidly and this makes it harder for us to complete these locations in a timely manner. The Department of Public Services was granted permission from this body to solicit sealed bids from prospective vendors. See attached tabulator sheet from those vendors.

SCOPE OF SERVICES:

To provide contractor service to repair concrete and turf restoration city wide

JUSTIFICATION:

The DPW is in need of assistant from a contractor to complete repair work at properties around the City from water main breaks.

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster

COSTS

Contract price \$165,000.00

PROJECTED TIME TABLE:

Upon approval of the attached contract

RESOLUTION:

Authorization is hereby given to approving a contract for Concrete and Turf Restoration with Century Cement to repair properties city wide from water main break for one (1) year with the option of two (2) additional years. See attached supporting documents.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

Concrete and Turf Restoration Tabulations

Company	Place Ranked	Total Cost
Century Cement	1st	\$164,667.90
Fiore Enterprises, LLC	2nd	\$165,033.75
Lacaria Concrete Construction, INC	3rd	\$217,890.90

**CITY OF INKSTER
SUPPLEMENTAL BID SHEET**

2015 CONCRETE AND TURF RESTORATION

The undersigned, having familiarized himself with the local conditions affecting the cost of the work and with the Contract Documents for the designated project, hereby proposes to perform all work and furnish all labor, tools, equipment, and materials, including utility and transportation services, necessary to perform and complete in a workmanlike manner the construction itemized below in the City of Inkster, all in accordance with the Contract Documents at the unit prices hereinafter set forth.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	ADA Compliant Ramps 6" Concrete	100	SFT	<u>\$15.00</u>	<u>\$1,500.00</u>
2	Pavement Remove & Replace 4" Conc. Sidewalk	1,888	SFT	<u>\$8.00</u>	<u>\$15,104.00</u>
3	Pavement Remove & Replace 6" Conc. Sidewalk	697	SFT	<u>\$8.00</u>	<u>\$5,576.00</u>
4	Pavement Remove & Replace 8" Conc. Roadway	8,501	SFT	<u>\$9.00</u>	<u>\$76,509.00</u>
5	Pavement Remove & Replace 3" Asphalt Roadway	200	SFT	<u>\$7.00</u>	<u>\$1,400.00</u>
6	Saw-cutting Pavement	598	LF	<u>\$4.00</u>	<u>\$2,392.00</u>
7	Restoration (Turf/Landscape)	13,847	SFT	<u>\$2.70</u>	<u>\$37,386.90</u>
8	Adjust Structures	6	EA	<u>\$300.00</u>	<u>\$1,800.00</u>
9	Reconstruct Structures	6	VFT	<u>\$500.00</u>	<u>\$3,000.00</u>
10	Minor Traffic Control Devices	1	LS	<u>\$10,000.00</u>	<u>\$10,000.00</u>
11	Project Clean-up	1	LS	<u>\$10,000.00</u>	<u>\$10,000.00</u>
TOTAL				<u>\$164,667.90</u>	

**CITY OF INKSTER
SUPPLEMENTAL BID SHEET**

2015 CONCRETE AND TURF RESTORATION

The undersigned, having familiarized himself with the local conditions affecting the cost of the work and with the Contract Documents for the designated project, hereby proposes to perform all work and furnish all labor, tools, equipment, and materials, including utility and transportation services, necessary to perform and complete in a workmanlike manner the construction itemized below in the City of Inkster, all in accordance with the Contract Documents at the unit prices hereinafter set forth.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	ADA Compliant Ramps 6" Concrete	100	SFT	\$20.00	\$2,000.00
2	Pavement Remove & Replace 4" Conc. Sidewalk	1,888	SFT	\$8.95	\$16,897.60
3	Pavement Remove & Replace 6" Conc. Sidewalk	697	SFT	\$10.95	\$7,632.15
4	Pavement Remove & Replace 8" Conc. Roadway	8,501	SFT	\$7.75	\$65,882.75
5	Pavement Remove & Replace 3" Asphalt Roadway	200	SFT	\$8.75	\$1,750.00
6	Saw-cutting Pavement	598	LF	\$2.50	\$1,495.00
7	Restoration (Turf/Landscape)	13,847	SFT	\$3.75	\$51,926.25
8	Adjust Structures	6	EA	\$625.00	\$3,750.00
9	Reconstruct Structures	6	VFT	\$200.00	\$1,200.00
10	Minor Traffic Control Devices	1	LS	\$5,000.00	\$5,000.00
11	Project Clean-up	1	LS	\$7,500.00	\$7,500.00
TOTAL					\$165,033.75

**CITY OF INKSTER
SUPPLEMENTAL BID SHEET**

2015 CONCRETE AND TURF RESTORATION

The undersigned, having familiarized himself with the local conditions affecting the cost of the work and with the Contract Documents for the designated project, hereby proposes to perform all work and furnish all labor, tools, equipment, and materials, including utility and transportation services, necessary to perform and complete in a workmanlike manner the construction itemized below in the City of Inkster, all in accordance with the Contract Documents at the unit prices hereinafter set forth.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	ADA Compliant Ramps 6" Concrete	100	SFT	25	2500
2	Pavement Remove & Replace 4" Conc. Sidewalk	1,888	SFT	7.30	13782.40
3	Pavement Remove & Replace 6" Conc. Sidewalk	697	SFT	7.50	5227.50
4	Pavement Remove & Replace 8" Conc. Roadway	8,501	SFT	9	76,509
5	Pavement Remove & Replace 3" Asphalt Roadway	200	SFT	5	1000
6	Saw-cutting Pavement	598	LF	5	2990
7	Restoration (Turf/Landscape)	13,847	SFT	6	83,082
8	Adjust Structures	6	EA	350	2100
9	Reconstruct Structures	6	VFT	1700	10200
10	Minor Traffic Control Devices	1	LS	7500	7500
11	Project Clean-up	1	LS	13,000	13,000
TOTAL				217,890.90	<u>217,890.90</u>

CONTRACT FOR CONCRETE AND TURF RESTORATION

RECITALS:

WHEREAS, the City has issued a Request for Bids to provide concrete and turf restoration services to the City;

WHEREAS, Century Cement Company, Inc. has submitted the winning bid for concrete and turf restoration services; and

WHEREAS, the Parties desire to enter into a contract stating the terms and conditions under which Century Cement Company, Inc. will provide concrete and turf restoration services to the City.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained herein, the City and Contractor agree as follows:

ARTICLE I - PARTIES TO AGREEMENT:

This agreement is entered on October 6, 2015 between the City of Inkster, through the Department of Public Services, hereinafter referred to as "City", and Century Cement Company, Inc., hereafter referred to as "Contractor", with its principal offices located at 12600 Sibley Road, Riverview, MI 48193. This Agreement supersedes and replaces the form agreement posted in the Request for Proposals, noted as "Part II – Contract Forms," located at pages AG-1 through AG-5, inclusive.

ARTICLE II – TERM

The term of this Contract shall be from October 6, 2015 to June 30, 2016. The City has the option to renew the Contract for an additional two years beginning July 1, 2016 through June 30, 2018, upon providing written notice, signed by the City Treasurer, to the Contractor of its intent to exercise its option no later than April 30, 2016.

The first of every month the DPS Director will provide the contractor with a list of repairs that will need to be completed by the end of that month. If the contractor fails to make the repairs the DPS Director may have another contractor complete the work. Any additional costs for the replacement contractor will be borne by the Contractor. Any retainage will be held until the final payment is approved by the DPS Director and will be used to guarantee the contractor completes the work in a timely manner and to ensure the quality of the work. If the DPS Director deems the contractor is not performing the work in a timely manner the retainage will be used to defray any extra cost incurred to bring on a second contractor to complete the work. All work shall be completed no later than 30 days from date of assignment by the Department of Public Services. Note: All

concrete is to meet City of Inkster specifications. Hook or J-bolts are to be used in any road sections.

ARTICLE III - WORK TO BE PERFORMED (Scope of Work):

The City hereby contracts with the Contractor, and except as otherwise provided herein, the Contractor agrees to provide and furnish all labor, material, tools, equipment, supervision and services necessary to properly execute and complete the work. The work shall be performed by Contractor in good and workman like manner strictly in accordance with the City's request for bids, the City's bid specifications and the Contractor's bid, all of which are attached as exhibits to this Agreement. The work of this contract will commence no later than October ____, 2015, and shall be completed according to the schedules specified in the City's Request for Bids. Otherwise the Contractor will be subject to liquidated damages in the amount of Five Hundred (\$500.00) dollars per day.

ARTICLE IV- TERMS INCORPORATED BY REFERENCE

This agreement incorporates the City's request for bids, the City's bid specifications, conditions and obligations, and the Contractor's bid as submitted by reference. Contractor shall be bound by the terms of the Agreement between City and Contractor and all Documents incorporated therein. In the event that there is a conflict between any of these documents and/or the general terms and conditions contained in this Agreement, the terms and conditions contained herein shall govern. The specific documents are attached as the following exhibits:

- Exhibit A: Requests for Proposals, and Special Instructions to Bidders
- Exhibit B: Century Cement response to proposal and award letter
- Exhibit C: General Conditions
- Exhibit D: Standard Notes and Specifications
- Exhibit E: Special Provisions
- Exhibit F: Measure & Method of Payment
- Exhibit G: Summary of Quantities and Locations

ARTICLE V - COMPENSATION:

Contractor agrees that the quoted prices set forth in its bid shall be the unit prices used to compensate Contractor even though work is to be done during the term of this agreement unless modified in accordance with Article VII herein. The schedule of prices is located in Exhibit 2 to this Agreement.

ARTICLE VI - PAYMENTS:

A) **INVOICES** - The Contractor will be paid on a regular basis, no later than forty-five (45) days after receipt of proper invoices, certifications, and/or progress reports. All invoices shall be detailed to state personal names with occupations, hours worked on specific tasks, and rate per hour.

B) **PAYMENT** - Payments will be made on a reimbursement basis for services and work actually and satisfactorily performed, subject to 10% being withheld pending final completion and acceptance of the work.

C) **FINAL PAYMENT** - A final payment consisting of the unpaid balance of the contract price shall be made within ten (10) days after the following occurs: (a) full completion of the work by contractor, (b) final acceptance of the work by City.

ARTICLE VII - SPECIAL REQUIREMENTS:

A) **SCHEDULE** - Time is the essence of this Agreement. Contractor agrees to commence work under this Agreement after a pre-commencement meeting has been held and to punctually and diligently perform all parts of its work.

If the contractor is behind in the work hereunder, fails or refuses to supply sufficient workmen, or to deliver materials, services or equipment on schedule, and delays progress of the work; or if the different parts thereof are not commenced, performed, finished and delivered on time, City shall have the right to direct the contractor to furnish additional labor and expedite deliveries of material and equipment at contractor's cost and expense. If such additional labor is not available, City has the right to require contractor at the Contractor's cost, to work overtime or additional shifts (and/or weekends and holidays) to such an extent as will be sufficient to speed up and complete its work in accordance with the Progress Schedule.

If City incurs any cost associated with the Contractor's delay with respect to the completion dates identified in Article II, the contractor is to reimburse City for all costs associated with contractor's delay including any liquidated damages assessed against City.

ARTICLE VIII - CHANGES:

A) **Definitions- Change Order:** A written order signed and issued by the City Manager, directing the Contractor to make changes to the Scope of Work/Services Article of this Agreement.

Contract Modification: Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provision of the Agreement accomplished by mutual action of the parties to the Agreement.

B) The City may request changes to the Scope of Work/Services to be furnished or performed by the Contractor under the Agreement, as well as changes in the time of performance of the Agreement. All such changes shall be authorized by

with Change Order or Contract Modification, as those terms are defined in this Agreement.

- C) Contractor acknowledges that any change in the Agreement price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages and any other costs of any nature.
- D) No action, conduct, omission, prior failure or course of dealing by the City shall act to waive, modify, change or alter the requirement that Contract Modifications must be in writing and signed by the City and the Contractor. The Contractor further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Agreement.

ARTICLE IX - SUBLETTING - ASSIGNMENT:

No part of this order, nor any interest or monies due therein, may be assigned, sublet or transferred without the City's written consent and/or approval of the assignment. Contractor is liable to City for all acts and omissions of its subcontractors, assignees or transferees.

ARTICLE X - TERMINATION:

City shall have the right to terminate this contract with or without cause, for the convenience of City. In the event of termination for the City's convenience, compensation to Contractor shall be made on the same basis as that provided for in the Agreement between City and Contractor or Contract Documents, or in the absence of applicable provisions, then based on the percentage of the work completed as of the date of termination. In no event shall the Contractor be entitled to anticipated profits.

ARTICLE XI - INDEMNITY AND RESPONSIBILITY:

Contractor specifically obligates itself to the City in the following respects (and this agreement is made upon such express condition) to wit.

A) To indemnify City, including its elected officials, employees, volunteers, and representatives against and save them harmless from any and all claims, suits, liability, expense, including attorney's fees or damage for alleged or actual infringement or violation of any patent or patent right arising in connection with this Contract and anything done thereunder.

B) To protect, hold free and harmless defend and indemnify City including its including its elected officials, employees, volunteers, and representatives from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees resulting from injury or death sustained by any person (including Contractor's employees) or damage to property of any kind, which injury, death or damage arises out of or is in any way connected with the performance of work under this contract, except that said agreement shall not be applicable to injury, death

or damage to property arising from the sole negligence or willful misconduct of City, its elected officials, employees, volunteers, and representatives who are directly responsible to the Contractor. This indemnification agreement shall extend to all claims of this contract asserted after termination, for whatever reason.

C) To warrant and guarantee the work and materials covered by this contract and agrees to make good, at its expense, any defect in materials or workmanship, including the restoration of work of other subcontractors that has been affected. To indemnify City for any loss that may be caused by breach of said warranty and guarantee.

D) To obtain and pay for all permits, licenses and official inspections made necessary by its work and to comply with all laws, ordinances and regulations bearing on its work and the conduct thereof.

E) To be fully and exclusively responsible for, and to pay when due, any and all applicable contribution allowances of other payments or deductions, however termed, required by union labor agreements or required by law now or hereafter in force.

Contractor shall indemnify City against, and save it harmless from any and all loss, damages, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions or covenant of this Contract. At any time before final settlement or adjudication of any loss, damage, liability, claim, demand, suit or cause of action for which Contractor in this Agreement agrees to indemnify and save harmless the City.

ARTICLE XII - CLEAN-UP:

Contractor shall clean up and remove all rubbish and debris caused by its operations and employees. Otherwise, after a (48) Hour written Notice, City shall proceed with this work and charge Contractor account for all cost plus a 10% mark-up for overhead and profit.

ARTICLE XIII- SAFETY:

Contractor shall carry on its work in a safe manner, in accordance with the regulations of the latest revised edition of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc., for the protection of persons and property at the site, and Contractor agrees to abide by all applicable Federal, State and Local laws, ordinances, regulations, standards and rules having reference to safety. Contractor agrees to be solely responsible for the protection and safety of its workmen, for the final selection of safety methods, means and safeguards, for the daily inspection of the work area, and for the instruction of its workmen on safety, including attending and/or conducting safety meetings at least once a week.

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY:

A) During the performance of this Agreement, the Contractor, for itself, its members, officers, directors, and employees in interest agrees as follows:

Non-discrimination: The Contractor with regard to the Services to be performed under this Agreement shall not discriminate on grounds prohibited by federal, state or local constitution, law, statute or ordinance in:

1. The selection and retention of subcontractors or the procurement of materials and leases of equipment.
2. The Contractor agrees that it will not discriminate against any person, employee, consultant or applicant for employment with respect to his/her hire tenure, terms, conditions, or privileges or employment or hire of employees, consultants or applicants for employment.

B) **Solicitations for Subcontractors:** In all solicitations made by the Contractor for work to be performed under a subcontract, each potential subcontractor shall be notified by the Contractor of the Contractor's obligations under this Agreement, and the regulations relative to non-discrimination.

C) **Sanctions for Noncompliance:** In the event of noncompliance with the non-discrimination provisions of this Agreement and the City's Non-Discrimination Clause, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under this Agreement until the Contractor complies; and/or
2. cancellation, termination or suspension of this Agreement, in whole or in part; and/or
3. The imposition of liquidated damages (not a penalty) in the amount of \$500.00 per day, for each day that the Contractor shall fail to comply with said requirements, as determined by the Comptroller, in consultation with the Community and Economic Development Director.

ARTICLE XV- DEFAULT:

A) If the Contractor:

- 1) fails to supply complete labor, materials, equipment and supervision in sufficient time and quantity to meet the City's progress schedule as it may be modified;
- 2) causes stoppage or delay of, or interference with the project;
- 3) fails to promptly pay its subcontractors (if applicable), laborers, suppliers, materialmen and/or employees for work on the project;
- 4) fails to pay worker's compensation or other employee benefits, withholding or any other taxes;
- 5) fails to comply with the safety provisions of this Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project;

- 6) makes unauthorized changes in supervisory personnel;
- 7) fails in the performance or observance of any of the provisions of this contract;
- 8) a) files a voluntary petition in bankruptcy or is adjudicated insolvent;
 - b) obtains an order for relief under Section 301 of the Bankruptcy Code;
 - c) files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors;
 - d) or seeks or consents to or is acquiescent in the appointment of any trustee, receiver or liquidator of any of its assets or property;
 - e) makes an assignment for the benefit of creditors; or
 - f) makes an admission, in writing, of its inability to pay its debts as they became due,

B) Then City, after giving the Contractor written or oral (subsequently confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

1) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.

2) Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder:

a) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment, facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and

b) Recover from Contractor all costs incurred by City to complete the work plus a 10% mark-up for overhead and profit, and further recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

ARTICLE XVI- INSURANCE:

Before Contractor does any work at, or prepares to deliver material to, the construction site, the Contractor shall provide a Certificate of Insurance, issued by a financially responsible insurance company licensed to write insurance in the State of Michigan, evidencing coverage in amounts not less than required by specifications or as follows:

A) Workers' Compensation: to the extent and at least the minimum amount required by the laws of the state in which work is to be performed.

B) Commercial General, Professional and Automobile Liability: in the amount of One Million Dollars (\$1,000,000.00) for any one occurrence, and Two Million Dollars (\$2,000,000.00) aggregate. The coverage shall apply to all work and activities performed by Contractor with respect to the Scope of Work/Services for the given Project. In addition, Contractor shall provide a statement from its insurer(s) noting that the work and activities to be performed by the Contractor with respect to the project, is not excluded from coverage.

C) No payments will be made to the Contractor until current certificates of insurance have been received and approved. Insurance companies, named insured and policy forms shall be subject to the City's approval. In the event the coverage evidenced by any such Certificate is canceled or reduced, Contractor shall procure and furnish to City before the effective date of such cancellation, new Certificates conforming to the above requirements. Until evidence of conformity is received, services and related payments will be suspended.

D) Hold Harmless Agreement: Contractor shall assume liability and indemnify City from and against any liability and all loss, costs, damages, expenses, including attorney fees, on account of claims per personal injury, including death, sustained by any person or persons whosoever, including employees of Contractor, and for injury to or destruction of property of a person or organization, including loss of use thereof, arising out of the performance of the work under this agreement, excepting only such matters caused solely and exclusively by the fault or negligence of City.

If applicable, the subcontractor shall have its own insurance company naming Contractor and the City as Additional Insured with the following clause added: "The insurance afforded to the Additional Insured is Primary Insurance. If the additional insured has other insurance which is applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance."

Each of the above required Certificates shall provide that the coverage therein afforded shall not be canceled or reduced except by written notice to City given at least thirty (30) days prior to the effective date of such cancellation or reduction.

E) Bonds: The Contractor shall post all bonds required under the Request for Proposals, including performance bond, payment bond, and maintenance and guarantee bond.

ARTICLE XVII- TAXES AND CONTRIBUTIONS:

The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the City from and against the payment of:

- A) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees, by whomsoever employed or engaged in the work to be performed and furnished under this agreement.
- B) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of the work or the acquisition, furnishing or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.
- C) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Agreement.

ARTICLE XVIII--ARBITRATION

Contractor waives its rights to a jury trial for any dispute hereunder and instead agrees that any dispute between it and the city related in any way to this Agreement and scope of work shall be submitted to binding arbitration under the commercial arbitration rules of the American Arbitration Association in effect at the time that the dispute arises. Venue shall be in Wayne County Michigan. The determination of the arbitrator will be binding on the parties and will not be appealable, and judgment on the award rendered may be entered in any court having jurisdiction on the matter. Any claim not submitted by written demand for arbitration served upon the City Clerk in accordance with the Michigan Court Rules shall be deemed waived if it is not filed within 90 days of the date on which the Contractor knew or should have known of the claim's existence.

ARTICLE XIX – MISCELLANEOUS:

- A) Failure of a party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.
- B) The Contractor agrees that it is not, and will not become, in arrears to the City upon any contract, debt, or obligation to the City, including real property and personal property taxes.
- C) The singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- D) If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to person or circumstances other than those to which it is invalid or unenforceable, shall not be effected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XX - GENERAL:

This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no other Agreement or understanding shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto.

The Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents (i.e. RFSP), has investigated the nature, locality and site of the work, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the City, or of any of their respective officers, agents, servants or employees.

No waiver by City of any provision of this Agreement shall be deemed to be waived of any other provisions hereof or of any subsequent breach by Contractor of the same or any other provision.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents as of the date first above written.

CITY OF INKSTER:

By: Hilliard Hampton

Its: Mayor

Dated: _____

By: Mark Stuhldreher

Its: Treasurer/Interim City Manager

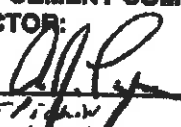
Dated: _____

Approved By Inkster City Council:

Resolution No: _____

Dated: _____

**CENTURY CEMENT COMPANY, INC.,
CONTRACTOR:**

By: 

Its: Secretary

Dated: 9-30-15

Federal Tax ID# 38-1685508

EXHIBIT C

General Conditions

GENERAL CONDITIONS

ARTICLE 1: DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural thereof.

Addenda: Written or graphic instruments issued prior to the opening of Bids that clarify, correct or change the bidding documents or the Contract Documents.

Agreement: The written agreement between OWNER and CONTRACTOR covering the work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment: The form that is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.

Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

Bonds: Bid, performance and payment bonds and other instruments of security submitted on forms as required by Contract Documents.

Change Order: A written order to CONTRACTOR, signed by OWNER, authorizing an addition, deletion or revision in the work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications, the Drawings as the same are more specifically identified in the Agreement, together with all modifications issued after the execution of the Agreement and the Instructions to Bidders.

Contract Price: The monies payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement.

Day: A calendar day of 24 hours measured to the next midnight.

Defective: An adjective which, when modifying the word "work," refers to work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to DPS DEPARTMENT's recommendation of final payment.

Drawings: The drawings which show the character and scope of the work to be performed and are referred to in the Contract Documents.

Effective Date of Agreement: The date indicated in the Agreement on which it becomes effective; but, if no date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

DPS DEPARTMENT: The Director of the Department of Public Service, or other person designated by the OWNER to serve as OWNER's representative as authorized in the Agreement.

Modification: (a) A written amendment of the Contract documents signed by both parties, (b) a Change Order. A modification may only be issued after the effective date on the Agreement.

Notice of Award: The written notice by OWNER to the apparent Successful Bidder stating that, upon compliance by the apparent Successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

OWNER: The public body of authority, corporation, association, partnership or individual with whom CONTRACTOR has entered into the Agreement and from whom the work is to be provided.

Project: The total construction of which the work is to be provided under the Contract Documents may be the whole or a part, as indicated elsewhere in the Contract Documents.

Shop Drawings: All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a SUBCONTRACTOR, manufacturer, fabricator, supplier or distributor to illustrate some portion of the work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the work.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work and certain administrative details applicable thereto.

SUBCONTRACTOR: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the work at the site.

Substantial Completion: The work (or a specified part thereof) has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the work (or specified part) can be utilized for the purpose for which it was intended; or, if there is no such point established, when final payment is due in accordance with Article 14. The terms "substantially complete" and "substantially completed," as applied to any work, refer to substantial completion thereof.

Work: The entire completed construction, or the various separately identifiable parts thereof, are required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction — all as required by the Contract Documents.

GENERAL CONDITIONS

ARTICLE 2: PRELIMINARY MATTERS

Delivery of Bonds

When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR may be required to furnish in accordance with Article 5.

Copies of Documents

OWNER shall furnish to CONTRACTOR up to two (2) copies (unless otherwise specified in the General Requirements) of the Contract Documents as are reasonably necessary for the execution of the work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed

The contract time will be presumed to commence to run on the first day after the effective date of the Agreement, without a need for notice to proceed. Only if that is not possible, for reasons within the contract of the OWNER, then a notice to proceed shall be given by the OWNER stating the date when the contract time will commence.

Starting the Project

CONTRACTOR shall start to perform the work on the date when the contract time commences to run, but no work shall be done at the site prior to the date on which the contract time commences to run.

Before Starting Construction

1. CONTRACTOR shall start to perform the work. CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report, in writing to DPS DEPARTMENT, any conflict, error or discrepancy which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to OWNER or DPS DEPARTMENT for failure to report any conflict, error or discrepancy in the drawings and specifications, unless CONTRACTOR had actual knowledge thereof or should reasonably have knowledge thereof.
2. Before work at the site is started, CONTRACTOR shall deliver to OWNER certificates (and other evidence of insurance requested by OWNER), which CONTRACTOR is required to purchase and maintain in accordance with Article 5.
3. Within 20 days after the effective date of the Agreement, but before CONTRACTOR starts the work at the site, a conference will be held for review and acceptance of the schedules to establish procedures for handling shop drawings and other submittals and for processing applications and payment and to establish a working understanding among the parties as to the work.

GENERAL CONDITIONS ARTICLE 3: CONTRACT DOCUMENTS: INTENT

Intent

1. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the work. They may be altered only by a modification.
2. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If during the performance of the work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to DPS DEPARTMENT in writing at once and before proceeding with the work affected thereby; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the specifications or drawings unless CONTRACTOR has actual knowledge thereof or should reasonably have known thereof.
3. It is the intent of the specifications and drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be applied whether or not it is specifically called for. When words that have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of bids (or on the effective date of the Agreement if there were no bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, or CONTRACTOR, or any of their agents or employees from those set forth in the Contract Documents.
4. The Contract Documents will be governed by the law of the place of the project.

GENERAL CONDITIONS
ARTICLE 4: AVAILABILITY OF LANDS,
PHYSICAL CONDITIONS, REFERENCE POINTS

Availability of Lands

CONTRACTOR shall arrange for all lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions — Investigations and Reports

Reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

Unforeseen Physical Conditions

By signing the contract, the CONTRACTOR has represented that he has fully and completely made or caused to be made at CONTRACTOR's expense, examinations, investigations, tests and studies of data in addition to those referred to in Article 6 of the Agreement, including but not limited to, subsurface conditions, soil and underground strength conditions, whether latent or not, and any underground utility structure or obstacle and any other data that may possibly be deemed pertinent to the performance of the work at the contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents; and any additional examinations, investigations, tests, reports or similar data as will be required by CONTRACTOR for such purposes will be performed by CONTRACTOR or CONTRACTOR's agent at CONTRACTOR's expense. Such work should be considered incidental to contract price.

Reference Points

OWNER may provide surveys for construction to establish reference points that, in his judgment, are necessary to enable CONTRACTOR to proceed with the work. CONTRACTOR shall be responsible for laying out the work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to DPS DEPARTMENT such changes being deducted from CONTRACTOR's payment estimate.

GENERAL CONDITIONS

ARTICLE 5: BONDS AND INSURANCE

Performance and Other Bonds

1. CONTRACTOR shall furnish performance, payment and maintenance and guarantee bonds, each in an amount at least equal to the contract price, as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These bonds shall remain in effect at least until two years after the date of final payment. CONTRACTOR also shall furnish such bonds as are required in this article. All bonds shall be in the forms prescribed by the bidding documents in the state where the project is located. All bonds, signed by an agent, must be accompanied by a certified copy of the authority to act.
 - A. The insurance and bonds required herein may be increased after award of project if said increase is found reasonably necessary or required for the proper performance of the project. Said increase shall be at the CONTRACTOR's expense.
 - B. The CONTRACTOR is under a continued obligation to submit insurance and bonds as required herein. If, at any time prior to final acceptance, the OWNER discovers that any insurance or bonds required herein were either not submitted by CONTRACTOR or not submitted in full compliance with the Contract Documents, then the OWNER has the option to require the CONTRACTOR to submit insurance and bonds as required in the contract. In case of failure of CONTRACTOR to submit such bonds or insurance, the OWNER may elect any remedy that may reasonably protect the OWNER's interest. However, the originally submitted bonds and insurance would continue to have full effect and force.
 - C. All bonds shall be in the forms prescribed by the bidding documents or supplementary general conditions and be executed by such sureties as (i) are licensed to conduct business in the state where the project is located, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds, signed by an agent, must be accompanied by a certified copy of the authority to act.
2. If the surety on any bond furnished by CONTRACTOR is declared bankrupt, becomes insolvent or its right to do business is terminated in any state where any part of the project is located or it ceases to meet the requirements of Article 5, CONTRACTOR shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the OWNER.

Contractor's Liability Insurance

1. The insurance certificates required herein from a part of this contract and until such required certificates are delivered to OWNER and approved by the OWNER, no valid Contract shall exist between the parties hereto. **It is absolutely necessary that all certificates be approved by the corporation counsel before any work is started pursuant to this contract.**

2. CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance that will provide protection from claims set forth below which may arise out of, or result from, CONTRACTOR's performance of the work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any SUBCONTRACTORS, by anyone directly or indirectly employed by any of them, or by anyone for whom acting on their behalf may be liable.
3. THE CONTRACTOR SHALL FURNISH THREE (3) CERTIFIED COPIES OF ALL CERTIFICATES OF INSURANCE POLICIES REQUESTED HEREIN. The OWNER shall be named insured on each and every insurance policy required herein. The CONTRACTOR must furnish certificates for the following insurance:

A. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts:

- | | | |
|-----|----------------------|-----------|
| (1) | State | Statutory |
| (2) | Employer's Liability | Statutory |

B. Claims for damages because of bodily injury, occupational sickness or disease or death of CONTRACTOR's employees:

- | | | |
|-----|---|---|
| (1) | State | Statutory |
| (2) | Employer's Liability | Statutory |
| (3) | Bodily Injury: | |
| | \$1,000,000 | Each Occurrence |
| | \$1,000,000 | Annual Aggregate, Products and Completed Operations |
| (4) | Property Damage: | |
| | \$1,000,000 | Each Occurrence |
| | \$1,000,000 | Annual Aggregate |
| (5) | Property Damage Liability Insurance will provide Explosion, Collapse and Underground Coverage where Applicable. | |
| (6) | Personal Injury, with employment exclusion deleted: | |
| | \$1,000,000 | Annual Aggregate |

This insurance required by this Article 5 shall include the specific coverage and be written for not less than the limits of liability and coverages provided herein or in the Supplementary Condition, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to OWNER. All such insurance shall remain in effect until final payment and, at all times thereafter, when CONTRACTOR may be correcting, removing or replacing defective work in accordance with Article 13. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two (2) years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one (1) year thereafter.

2. The comprehensive general liability insurance required to Article 5 will include contractual liability insurance applicable to CONTRACTOR's obligations under Article 6.

3. The CONTRACTOR shall maintain, during the life of this contract, OWNER'S and CONTRACTOR'S Protective Liability Coverage in the name of:

1. The OWNER
2. Others, if specifically required by special permission in the Contract Documents.

This coverage shall include the entire work. The CONTRACTOR shall furnish a Certificate of Insurance certifying that this OWNER'S and CONTRACTOR'S Protective Liability Insurance includes all SUBCONTRACTORS's engaged in the work. The OWNER's and CONTRACTOR's Protective Liability Coverage shall contain the following endorsement:

"It is hereby understood and agreed that such insurance as is afforded shall include specific coverage for the so-called Explosion, Collapse and Underground Hazards, which covers damage or structural injury to buildings or adjacent structures arising from operations under this Contract including excavation or tunneling and damage sustained by wires, conduits, mains, sewers and the like, occasioned by the CONTRACTOR's sub-surface operations."

The minimum limits of liability for all coverages in the above shall be as follows, unless specifically required by special provision in the Specifications:

1. Bodily Injury Liability:
\$1,000,000 Each Person
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate
2. Property Damage Liability:
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate (except Auto)

In the event that an Umbrella Liability Policy is used to meet the limit requirements of the Specifications, the total limits available under the underlying coverage shall not be less than \$1,000,000.

Property Insurance

1. Unless otherwise provided in these General Conditions, CONTRACTOR shall purchase and maintain property insurance upon the work at the site to the full insurable value thereof (subject to such deductible amounts as required by law). This insurance shall include the interests of OWNER, CONTRACTOR and SUBCONTRACTOR in the work, shall insure against the perils of fire and extended coverage, shall include "all risk" insurance for physical loss and damage, including theft, vandalism and malicious mischief, collapse and water damage and such other perils as may be provided in these General Conditions, and shall include damages, losses and expenses arising out of, or replacement of, any property (including fees and charges of DPS Departments, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance in transit when such portions of the work are to be included in an Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5 shall contain a provision that the coverage afforded will not be canceled or materially changed until at least 30 days prior written notice has been given to the OWNER and DPS DEPARTMENT.

2. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR or SUBCONTRACTORS in the work to the extent of any deductible amounts that are provided in this contract. If CONTRACTOR wishes property insurance coverage within the limits of such amounts, CONTRACTOR may purchase and maintain it at his own expense.
3. OWNER and CONTRACTOR waive all rights against each other and the SUBCONTRACTOR and their agents and employees and separate CONTRACTORS (if any) and their SUBCONTRACTOR's agents and employees for damages caused by fire or other perils to the extent covered by insurance provided under Article 5 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. CONTRACTOR shall require similar written waivers from each SUBCONTRACTOR (in accordance with Article 6 as applicable); each such waiver will be in favor of all other parties enumerated in this Article.
4. Any insured loss under the policies of insurance required by this Article shall be adjusted with OWNER and made payable to OWNER as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause and of this Article. OWNER shall deposit, in a separate account, any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged work shall be repaired or replaced, the monies so received applied on account thereof and the work and the cost thereof covered by an appropriate Change Order.
5. OWNER, as trustee, shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing, within 15 days after the occurrence of loss to OWNER's exercise of this power. If such objection is made, OWNER, as trustee, shall make settlement with the insurers in accordance with such agreements as the parties in interest may reach. If required in writing by any party in interest, OWNER, as trustee, shall, upon occurrence of an insured loss, give bond for the proper performance of his duties.

Acceptance of Insurance

1. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5 on the basis of its not complying with the Contract Documents, OWNER will notify the CONTRACTOR in writing thereof within 30 days of the date of delivery of such certificates to OWNER in accordance with Article 2.
2. If OWNER finds it necessary to occupy or use a portion or portions of the work prior to Substantial Completion of all work, such use or occupancy may be accomplished in accordance with Article 14; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and, in writing, effected the changes in coverage necessary thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.
3. In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall be licensed or approved by the Insurance Bureau of the State of Michigan and shall have a financial rating not lower than XI and a policyholder's service rating no lower than B+ as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than B and XI will be acceptable only upon written consent of the OWNER.

GENERAL CONDITIONS

ARTICLE 6: CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence

1. CONTRACTOR shall supervise and direct the work competently and efficiently, devoting such attention thereto and apply such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished work complies accurately with the Contract Documents.
2. CONTRACTOR shall keep on the work site at all times, during its progress, a competent resident superintendent who shall not be replaced without written notice to OWNER, except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.
3. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. CONTRACTOR shall, at all times, maintain good discipline and order at the site. Except in connection with the safety or protection of persons, or the work or property at the site, or adjacent thereto, and, except as otherwise indicated herein, all work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without OWNER's consent.
4. CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.
5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by OWNER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.
6. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.
7. Whenever materials or equipment are specified or described in the drawings or specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by OWNER if sufficient information is submitted by CONTRACTOR to allow OWNER to determine that the material or equipment proposed is equivalent to that named. The procedure for review will be as set forth in Article 6 below or as supplemented in the General Requirements.
 - A. Requests for review of substitute items of material and equipment will not be accepted by OWNER and DPS DEPARTMENT from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to OWNER through the DPS DEPARTMENT for acceptance thereof, certifying that the proposed substitute will perform adequately

the functions called for by the general design, be similar and of equal substance to that specified, and be suited to the same use and capable of performing the same functions that specified. The application will state whether, in the drawing or specifications, to adapt to, the design to the substitute and whether or not the incorporation or use the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application, and available maintenance, repair and replacement service will be indicated. The application also will contain an itemized estimate of all costs that will result directly or indirectly from acceptance of each substitute, including costs of redesign and claims of other CONTRACTORS affected by the resulting change. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense additional data about the proposed substitute. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

- B. DPS DEPARTMENT will record time required by DPS DEPARTMENT and their consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the drawings or specifications occasioned thereby. Whether or not DPS DEPARTMENT accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of DPS DEPARTMENT's consultants for evaluating any proposed substitute.

Concerning SUBCONTRACTOR

1. CONTRACTOR shall not employ any SUBCONTRACTOR or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially, or as a substitute, against whom OWNER may have any objection. Acceptance of any SUBCONTRACTOR, other person or organization by OWNER shall not constitute a waiver of any rights of OWNER to reject defective work. After the giving of the Notice of Award, if the OWNER, after the investigation, has reasonable objection to any SUBCONTRACTOR, other persons or organizations, the OWNER may request the Successful Bidder to provide an acceptable substitute without an increase in the contract price. In such a case, the OWNER would be liable for any damages or remedies of either the CONTRACTOR or SUBCONTRACTOR or any other said person or organization. It is the responsibility of the CONTRACTOR to inform the SUBCONTRACTOR or other person or organization to the provision of the contract prior to the parties being contractually bound.
2. CONTRACTOR shall be fully responsible for all acts and omissions of his SUBCONTRACTOR and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any SUBCONTRACTOR or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of the OWNER or DPS DEPARTMENT to pay or to see to the payment of any monies due any SUBCONTRACTOR or other persons or organizations.
3. The divisions and sections of the specifications and the identifications of any drawings shall not control CONTRACTOR in dividing the work among SUBCONTRACTORS or delineating the work to be performed by any specific trade.
4. All work performed for CONTRACTOR by a SUBCONTRACTOR will be pursuant to an appropriate agreement between CONTRACTOR and the SUBCONTRACTOR, which specifically binds the SUBCONTRACTOR to the applicable terms and conditions of the Contract Documents for the benefit of OWNER, and contains waiver provisions as required by Article 5.

CONTRACTOR shall pay each SUBCONTRACTOR a just share of any insurance monies received by CONTRACTOR on account of losses under policies issued pursuant to Article 5.

Patent Fees and Royalties

1. CONTRACTOR shall pay all license fees and royalties and assume costs incidental to the use in the performance of the work or the incorporation of the work of any invention, design, process, product or device, which is the subject of patent rights or copyrights held by others.
2. The CONTRACTOR shall familiarize himself with any such possible costs prior to bidding. CONTRACTOR hereby indemnifies and holds harmless OWNER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of patent rights or copyrights incidental to the use in the performance of the work, or resulting from the incorporation of the work or any invention, design, process, product or device, and shall defend all such claims in connection with any alleged infringement of such rights.

Laws and Regulations

CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If CONTRACTOR observes that the specifications and drawings are at variance therewith, CONTRACTOR shall give DPS DEPARTMENT prompt written notice thereof, any necessary changes shall be adjusted by an appropriate modification. If CONTRACTOR performs any work knowing or having reasons to know that it is contrary to such laws, ordinances, rules and regulations, the CONTRACTOR shall bear all costs arising therefrom. It shall be the CONTRACTOR's responsibility to make certain that the specifications and drawings are in accordance with such laws, ordinances, rules and regulations.

Taxes

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the project.

Use of Premises

1. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents and shall not reasonably encumber the premises with construction equipment or other materials or equipment.
2. During the progress of the work, CONTRACTOR shall keep the premises free from accumulation of waste materials, rubbish and other debris resulting from the work. At the completion of the work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore, to their original condition, those portions of the site not designated for alteration by the Contract Documents.
3. CONTRACTOR shall not load and permit any part of any structure to be loaded in any manner that will endanger the structure nor shall CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Record Documents

CONTRACTOR shall keep one (1) record copy of all specifications, drawings, addenda, modifications, shop drawings and samples at the site in good order and annotated to show all changes

made during the construction process. These shall be available to DPS DEPARTMENT for examination and shall be delivered to DPS DEPARTMENT for OWNER upon completion of the work.

Safety and Protection

1. CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. CONTRACTOR shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to (but not limited to) the following:
 - A. All employees on the work and other persons who may be affected thereby
 - B. All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
 - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners or adjacent property and utilities when prosecution of the work may affect them. All damage, injury or loss to any property referred to in Article 6 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for who acts on behalf of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and DPS DEPARTMENT has issued a notice to OWNER and CONTRACTOR in accordance with Article 14, that the work is acceptable.

2. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's Superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies

In emergencies affecting the safety or protection or persons of the work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from DPS DEPARTMENT or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give DPS DEPARTMENT prompt written notice of any significant changes in the work or deviations from the Contract Documents caused thereby.

Shop Drawings and Samples

1. After checking and verifying all field measurements, CONTRACTOR shall submit to DPS DEPARTMENT for review, in accordance with the accepted schedule of shop drawings submission (see Article 2), five (5) copies (unless otherwise specified in the General Requirements) of all shop drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable DPS DEPARTMENT to review the information as required. The review by the DPS DEPARTMENT is for the purpose of familiarizing the DPS DEPARTMENT with the work of the CONTRACTOR and does not constitute an approval by the DPS DEPARTMENT of any of the submitted material. The CONTRACTOR is solely responsible for the correctness and accuracy of all submitted material.

2. CONTRACTOR also shall submit to DPS DEPARTMENT for review, with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of CONTRACTOR, identified clearly as to materials, manufacturer, any pertinent catalog numbers and the use for which intended. The review of the DPS DEPARTMENT is for the purpose of familiarizing the DPS DEPARTMENT with the work of the CONTRACTOR and does not constitute an approval by the DPS DEPARTMENT of any of the submitted materials. The CONTRACTOR is solely responsible for the correctness and accuracy of all submitted material.
3. At the time of each submission, CONTRACTOR shall, in writing, call DPS DEPARTMENT's attention to any deviations that the shop drawings or samples may have from the requirements of the Contract Documents.
4. DPS DEPARTMENT will review the shop drawings and samples, but DPS DEPARTMENT's review shall be only for general and approximate conformance with the concept of the project and for general and approximate compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate a review of the assembly in which the item functions. CONTRACTOR shall make any corrections required by DPS DEPARTMENT and shall return the required number of corrected copies of shop drawings and resubmit new samples for review (as stated above for general and approximate compliance). CONTRACTOR shall direct specific attention, in writing, to reviews other than the correction called for by DPS DEPARTMENT on previous submittals. CONTRACTOR's stamp of approval on any shop drawing or samples shall constitute a representation to OWNER and DPS DEPARTMENT that CONTRACTOR has determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data and assumes full and sole responsibility for doing so, and that CONTRACTOR has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.
5. Where a shop drawing or sample is required by the specifications, no related work shall be commenced until the submittal has been reviewed by DPS DEPARTMENT.
6. DPS DEPARTMENT's review of shop drawings or samples shall not relieve CONTRACTOR from any responsibility for any deviations from the Contract Documents unless CONTRACTOR has, in writing, called DPS DEPARTMENT's attention to such deviation at the time of submission and DPS DEPARTMENT has given written concurrence and approval to the specific deviation at the time of submission and DPS DEPARTMENT has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by DPS DEPARTMENT relieve CONTRACTOR from his sole responsibility for error or omissions in the shop drawings.
7. CONTRACTOR shall carry on the work and maintain the progress schedule during all disputes or disagreements with OWNER, including, but not limited to, disputes and disagreements concerning change of conditions, change of quantities or change of scope of work. No work shall be delayed or postponed pending resolution of any damages or disagreements, except as CONTRACTOR and OWNER may otherwise agree in writing.

Indemnification

1. To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and save harmless the OWNER their officials, employees and agents, from and against all claims, damages, loss or expense (including, but not limited to, costs and attorney fees) by reason of any liability asserted or imposed upon the OWNER, their officials, agents or employees, for damages because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons or on account of damage to property including loss of use thereof, arising out of, or in consequence of, the performance of the work described herein, whether such injuries to persons or damage to property is due, or claimed to be due, directly or

indirectly, to the negligence or omission of the CONTRACTOR, any SUBCONTRACTOR, the OWNER or their officials, employees or agents.

2. In any and all claims against OWNER and DPS DEPARTMENT or any of their agents or employees by any employee of CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnifications obligation under Article 6 shall not be limited, in any way, by any limitation, on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any SUBCONTRACTOR, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

GENERAL CONDITIONS

ARTICLE 7: WORK BY OTHERS

OWNER may perform additional work related to the Project by himself or have additional work performed by utility service companies or other direct contracts that shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other CONTRACTORS, who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER'S employees) all possible opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

If any part of CONTRACTOR's work depends, for proper execution of results, upon the work of any such other CONTRACTOR or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to DPS DEPARTMENT, in writing, defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure to report shall constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's work except for latent or non-apparent defects and deficiencies in the other work.

CONTRACTOR shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work.

If the performance of additional work by other CONTRACTORS or utility service companies or OWNER was not noted in the Contract Documents, written notice, thereof, shall be given to CONTRACTOR prior to starting any such additional work.

GENERAL CONDITIONS

ARTICLE 8: OWNER'S RESPONSIBILITY

OWNER shall issue all communications to CONTRACTOR through DPS DEPARTMENT.

The DPS DEPARTMENT is designated as the representative of the OWNER during the period of the contract.

GENERAL CONDITIONS
ARTICLE 9: DPS DEPARTMENT'S
STATUS DURING
CONSTRUCTION

Owner's Representative

DPS DEPARTMENT will be OWNER's representative during the construction period, but authority to bind the OWNER is limited as set forth in Article 10 of these General Conditions.

Visits to Site

DPS DEPARTMENT representatives will make visits to the site at intervals appropriate to the various stages of construction, and possibly on a daily basis, to observe the progress and quality of the executed work. DPS DEPARTMENT's inspector will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work.

Clarifications and Interpretations

DPS DEPARTMENT may issue, within a reasonable time, such written clarifications or interpretations of the contract documents as DPS DEPARTMENT may determine necessary. No increase in contract price or contract time is justified or allowed if the clarification or interpretation of the contract documents is inferable from the overall intent of the contract documents.

Decisions on Disagreements

DPS DEPARTMENT will be the initial interpreter of the requirements of the contract documents. Claims, disputes and other matters relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work shall be referred initially to DPS DEPARTMENT in writing with a request for a formal decision in accordance with this paragraph, which DPS DEPARTMENT will render within the time the DPS DEPARTMENT deems required to complete any related investigation of the claim. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to DPS DEPARTMENT and other party to the Agreement within 15 days of the occurrence of the event, giving rise thereto, together with any supporting data. In his capacity as interpreter, DPS DEPARTMENT will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

The rendering of a decision by DPS DEPARTMENT pursuant to Article 9 with respect to any such claim, dispute or other matter (except any which have been waived by the marking or acceptance of final payment as provided in Article 14) will be a condition precedent to any exercise by OWNER or CONTRATOR of such rights or remedies as either may otherwise have under the contract documents or at law in respect of any such claim, dispute or other matter.

Limitations on DPS DEPARTMENT'S Responsibility

1. Neither DPS DEPARTMENT's authority to act under this Article 9 or elsewhere in the contract documents, nor any decision made by DPS DEPARTMENT, either to exercise, or not exercise such authority, shall give rise to any duty or responsibility of DPS DEPARTMENT to CONTRACTOR, or any SUBCONTRACTOR, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the work.
2. Whenever in the contract documents the terms "as ordered," "as directed," "as required," "as allowed," or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory," or adjectives of like effect or import are used to describe requirement, direction, review or judgment of DPS DEPARTMENT as to the work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the work for compliance with the contract documents. The use of any such term or adjective never indicates that DPS DEPARTMENT shall have authority to undertake responsibility contrary to the provisions of Article 9.
3. DPS DEPARTMENT will not be responsible for any of CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and DPS DEPARTMENT will not be responsible for any of CONTRACTOR's failure to perform the work in accordance with the contract documents. The CONTRACTOR shall be solely responsible for any of CONTRACTOR's means, methods, techniques, sequences or procedures, or the safety precautions and programs incidents thereto.
4. DPS DEPARTMENT will not be responsible for the acts or omissions of CONTRACTOR or of any SUBCONTRACTORS or of the agents or employees of any CONTRACTOR or SUBCONTRACTOR or of any persons at the site or otherwise performing any of the work. The CONTRACTOR will be solely responsible for the acts or omissions of CONTRACTOR or of any SUBCONTRACTOR or of any other persons at the site or otherwise performing any of the work.

GENERAL CONDITIONS

ARTICLE 10: CHANGES IN THE WORK

Without invalidating the Agreement, OWNER may, at any time, or from time to time, order additions, deletions or revisions in the work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the work involved. All such work shall be executed under the applicable conditions of the contract documents. If any Change Order causes a decrease in the contract price or a shortening of the contract time, an equitable adjustment will be made.

DPS DEPARTMENT may authorize changes in the work, which, in his judgment, are reasonably required for the proper fulfillment of the contract.

Additional work performed without authorization will not entitle CONTRACTOR to an increase in the contract price or an extension of the contract time, except in the case of an emergency as provided in Article 6 and except as provided in this Article.

OWNER shall execute appropriate Change Orders prepared by DPS DEPARTMENT covering changes in the work, which are required by OWNER or required because of emergencies or because of uncovering work found not to be defective or as provided in Article 11 or because of any other claim of CONTRACTOR for a change in the contract time or the contract price, which is recommended by DPS DEPARTMENT.

If notice of any change affecting the general scope of the work or change in the contract price is required by the provisions of any bond to be given to the surety, it will be CONTRACTOR'S sole responsibility to so notify the surety, and the amount of each applicable bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER without the need for either OWNER or DPS DEPARTMENT requesting such proof.

GENERAL CONDITIONS

ARTICLE 11: CHANGE OF CONTRACT PRICE

The contract price constitutes the total compensation (subject to authorized adjustment) payable to CONTRACTOR for performing the work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the contract price.

The contract price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to OWNER within 15 days of the occurrence of the event, giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within 30 days of such occurrence. All claims for adjustment in the contract price shall be evaluated by OWNER.

The value of any work covered by a Change Order, or of any claim for an increase or decrease in the contract price, shall be determined in one of the following ways:

1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of Article 11).
2. By mutual acceptance of a lump sum.
3. On the basis of the cost of the work (determined as provided in Article 11) plus a CONTRACTOR's fee for overhead and profit (determined as provided in Article 11).

Cost of the Work

The term "cost of the work" means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the project, shall include only the following items, and shall not include any of the costs itemized in Article 11.

1. The payroll costs for employees necessary for efficient and acceptable production in the direct employ of CONTRACTOR in the performance of the work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages, plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmens' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.
2. Cost of materials and equipment furnished and incorporated in the work provided those materials and equipment are necessary for efficient and acceptable production as determined by DPS DEPARTMENT.
3. Payments made by CONTRACTOR to the SUBCONTRACTORS for Work performed by SUBCONTRACTORS. If required by OWNER, CONTRACTOR shall obtain competitive bids from SUBCONTRACTORS acceptable to CONTRACTOR and shall deliver such bids

to OWNER who will then determine which bids will be acceptable. If a SUBCONTRACTOR provides that the SUBCONTRACTOR is to be paid on the basis of cost of the work plus a fee, the SUBCONTRACTOR's cost of the work shall be determined in the same manner as CONTRACTOR's cost of the work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

The term "cost of the work" shall not include any of the following:

1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, DPS Departments, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR, whether at the site or in his principal, or a branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Article 11 — all of which are to be considered administrative costs covered by the CONTRACTOR's fee.
2. Expenses of CONTRACTOR's principal and branch offices, other than CONTRACTOR's office at the site.
3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the work and charges against CONTRACTOR for delinquent payment.
4. Cost of premiums for all bonds and for all insurance, whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same, including additional bonds and insurance required because of changes in the work.
5. Costs due to the negligence of CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them or for whose acts any of them, may be liable, including, but not limited to, the correction of defective work, disposal of materials or equipment wrongly applied and making good any damage to property.
6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in this Article.

The CONTRACTOR's fee allowed to CONTRACTOR for overhead and profit shall not exceed 15 percent of cost of labor and materials.

For costs incurred under this Article, the CONTRACTOR's fee shall be five percent (5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the SUBCONTRACTOR as a fee for overhead and profit shall be 10 percent.

The amount of credit to be allowed by CONTRACTOR to OWNER for any such charge that which results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Whenever the cost of any work is to be determined pursuant to this Article, CONTRACTOR will submit, in form acceptable to OWNER, an itemized cost breakdown together with supporting data.

Where the quantity of the work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of DPS DEPARTMENT to adjust the unit price.

In general, if the actual quantity of work is within 25 percent of the quantity indicated in the Contract Documents (whether more or less), the difference shall not be considered material or significant. For larger differences, the DPS DEPARTMENT's decision as to whether the amount of actual quantity of work is materially and significantly different from the quantity indicated on the Contract Documents is final.

Cash Allowances

It is understood that CONTRACTOR has included in the contract price all allowances so named in the Contract Documents and shall cause the work so covered to be done by such SUBCONTRACTORS, manufacturers, fabricators, suppliers or distributors and for such sums within the limit of the allowances as may be acceptable to DPS DEPARTMENT. CONTRACTOR agrees that the original contract price includes such sums as CONTRACTOR deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection will be valid.

GENERAL CONDITIONS

ARTICLE 12: CHANGE OF CONTRACT TIME

The contract time may only be changed by a Change Order. Any claim for an extension in the contract time shall be based on written notice delivered to OWNER within 15 days of the occurrence of the event, giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within 30 days of such occurrence unless DPS DEPARTMENT allows an additional period of time to ascertain more accurate data. All claims for adjustment in the contract time shall be evaluated by OWNER and negotiated CONTRACTOR. Any change in the contract time resulting from any such claim shall be incorporated in a Change Order.

The contract time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR, if a claim is made, therefore, as provided in this Article. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 7 or to fires, floods, epidemics or acts of God, but not labor disputes or severe weather conditions.

All time limits for CONTRACTOR stated in the Contract Documents are of the essence to the OWNER and are incorporated, as such, in the contract.

GENERAL CONDITIONS
ARTICLE 13: WARRANTY AND GUARANTEE
TESTS AND INSPECTIONS CORRECTION, REMOVAL OR
ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee

CONTRACTOR warrants and guarantees to OWNER that all work will be in accordance with the Contract Documents and will not be defective. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Tests and Inspections

CONTRACTOR shall give OWNER's representative timely notice of readiness of the work for all required inspections, tests or approvals.

If any law, ordinance, rule, regulation, code or order of any public body having jurisdiction requires any work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith, and furnish OWNER the required certificates of inspection, testing or approval. CONTRACTOR also shall be responsible for, and shall pay all costs in connection with, any inspection or testing required in connection with OWNER's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the work.

If any work that is to be inspected, tested or approved is covered without concurrence of OWNER'S representative, it must, if required by OWNER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense.

Neither observations by DPS DEPARTMENT nor inspectors, tests or approvals by DPS DEPARTMENT, OWNER or others shall relieve CONTRACTOR from any of his obligations to perform the work in accordance with the Contract Documents.

Owner May Stop the Work

If the work is defective or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the work, or any portion thereof, until the cause of such order has been eliminated. CONTRACTOR shall incur all the expenses related directly or indirectly to such work stoppage.

Correction or Removal of Defective Work

If required by OWNER, CONTRACTOR shall promptly, without cost to OWNER, either correct any defective work, whether or not fabricated, installed or completed, or, if the work has been rejected by DPS DEPARTMENT, remove it from the site and replace it with non-defective work without any change in Contract Price.

One-Year Correction Period

If within one (1) year after the date of substantial completion, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER, and in accordance with OWNER's written instructions, either correct such defective work or, if it has been rejected by

OWNER, remove it from the site and replace it with non-defective work. If CONTRACTOR does not promptly comply with the terms of such instructions, or, in an emergency, where delay would cause serious loss or damage, OWNER may have the defective work corrected or the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to DPS DEPARTMENT's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the contract price or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

If CONTRACTOR fails, within a reasonable time after written notice to proceed, to correct defective work or to remove and replace rejected work in accordance with Article 13, or if CONTRACTOR fails to perform the work in accordance with the Contract Documents (including any requirements of the progress schedule. OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporated in the work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the contract price. Such direct and indirect costs shall include, in particular, but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective work. CONTRACTOR shall not be allowed an extension of the contract time because of any delay in performance of the work attributed to the exercise by OWNER of OWNER's rights hereunder.

GENERAL CONDITIONS

ARTICLE 14: PAYMENTS TO CONTRACTOR AND COMPLETION

Schedules

At least 10 days prior to submitting the first Application for a progress payment, CONTRACTOR shall (except as otherwise specified in the General Requirements) submit to OWNER a progress schedule, a final schedule of shop drawing submission and, where applicable, a schedule of values shall include quantities and unit prices aggregating the contract price and shall subdivide the work into component parts. These schedules are submitted strictly as information that may help the OWNER in scheduling and shall not be construed as binding the OWNER to pay the CONTRACTOR in accordance with such values if used in the progress payment.

Application for Progress Payment

At least 10 days before progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to DPS DEPARTMENT for review an Application for Payment filled out and signed by CONTRACTOR covering the work completed as of the date of the Application and accompanied by supporting documentation. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. Retainage with respect to progress payments will be at least 10 percent, unless state law required otherwise.

CONTRACTOR's Warranty of Title

CONTRACTOR warrants and guarantees that title to all work, materials and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment

DPS DEPARTMENT will, within 15 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER or return the Application to CONTRACTOR indicating, in writing, DPS DEPARTMENT's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within 25 days of presentation to him of the Application for Payment with DPS DEPARTMENT's recommendation, pay CONTRACTOR the amount recommended.

By recommending any payments to the CONTRACTOR, DPS DEPARTMENT will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the work or that the means, methods, techniques, sequences and procedures of construction have been reviewed or that any examination has been made to ascertain how or for what purpose, CONTRACTOR has used the monies paid or to be paid to CONTRACTOR on account of the contract price or that title or any work, materials or equipment has passed to OWNER free and clear of any liens.

DPS DEPARTMENT may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such recommendation to OWNER. He also may refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, nullify such payment previously recommended to such extent as may be reasonable in DPS DEPARTMENT's opinion to protect OWNER from loss because:

1. The work is defective or completed work has been damaged requiring correction or replacement.
2. Written claims have been made against OWNER or liens have been filed in connection with the work.
3. The contract price has been reduced because of modifications.
4. OWNER has been required to correct defective work or complete the work in accordance with Article 13.
5. Of CONTRACTOR's unsatisfactory prosecution of the work in accordance with the Contract Documents.
6. CONTRACTOR's failure to make payment to SUBCONTRACTORS or for labor, materials or equipment.
7. Previous overpayments to CONTRACTOR.

Substantial Completion

When CONTRACTOR considers the entire work ready for its intended use, CONTRACTOR shall, in writing to OWNER and DPS DEPARTMENT, certify that the entire work is substantially complete and request that DPS DEPARTMENT issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR, DPS DEPARTMENT, and/or OWNER shall make an inspection of the work to determine the status of completion. If DPS DEPARTMENT does not consider the work substantially complete, DPS DEPARTMENT will notify CONTRACTOR, giving his reasons therefore. If DPS DEPARTMENT considers the work substantially complete, DPS DEPARTMENT may prepare and deliver to OWNER a Statement of Substantial Completion, which may fix the date of Substantial Completion. There also may be attached to the statement a tentative list of items to be completed or corrected before final payment. OWNER shall have 21 days after receipt of the certificate or attached list. If, after considering such objections, DPS DEPARTMENT concludes that the work is not substantially complete, DPS DEPARTMENT will, within 21 days, notify CONTRACTOR, in writing, stating his reasons therefore.

OWNER shall have the right to exclude CONTRACTOR from the work after the date of substantial completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization

Use of OWNER of completed portions of the work may be accomplished prior to substantial completion of all the work subject to the following:

1. OWNER, at any time, may request CONTRACTOR, in writing, to permit OWNER to use any part of the work that OWNER believes to be substantially complete and which may be used without significant interference with construction of the other parts of the work.
2. In lieu of the issuance of a Certificate of Substantial Completion as to part of the work, OWNER may take over operation of a facility constituting part of the work whether or not it is substantially complete if such facility is functionally and separately useable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

Final Application for Payment

After CONTRACTOR has completed all the work and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents

and other documents — all as required by the Contract Documents — and after DPS DEPARTMENT has indicated that the work appears to be acceptable (subject to the provisions of this Article), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as OWNER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all liens arising out of, or filed in connection with, the work. In lieu thereof, and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a lien could be filed; and that all payrolls, material and equipment bills, and other indebtedness or otherwise satisfied; and consent of the surety, if any, to final payment. If any SUBCONTRACTOR, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a bond or other collateral satisfactory to OWNER to indemnify OWNER against any lien.

Final Payment and Acceptance

If, on the basis of DPS DEPARTMENT's review of the final Application for Payment and accompanying documentation — all as required by the Contract Documents — DPS DEPARTMENT is satisfied that the work has been completed and CONTRACTOR has fulfilled his obligations under the Contract Documents, DPS DEPARTMENT may, within 20 days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application to OWNER for payment. Thereupon, DPS DEPARTMENT will give written notice to OWNER and CONTRACTOR that the work is acceptable subject to the provisions of this Article. Otherwise, DPS DEPARTMENT will return the Application to CONTRACTOR indicating, in writing, the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within 30 days after receipt thereof, pay CONTRACTOR the amount recommended by DPS DEPARTMENT.

CONTRACTOR's Continuing Obligation

CONTRACTOR's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by DPS DEPARTMENT nor the recommendation of any progress or final payment by DPS DEPARTMENT nor the issuance of a notice of acceptability by DPS DEPARTMENT pursuant to Article 14 nor any correction of defective work by OWNER shall constitute an acceptance of work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the work in accordance with the Contract Documents.

Waiver of Claims

The making and acceptance of final payment shall:

1. Not constitute any waiver of any claims by OWNER against CONTRACTOR, including claims arising from unsettled liens, from defective work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; also, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and
2. Constitute a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

GENERAL CONDITIONS ARTICLE 15: SUSPENSION OF WORK AND TERMINATION

OWNER May Suspend Work

OWNER may, at any time, and without cause, suspend the work or any portion thereof for a period of not more than 120 days by notice, in writing, to CONTRACTOR. CONTRACTOR shall resume the work with 2 weeks' notice by OWNER. CONTRACTOR will be allowed an increase in the Contract Price only as attributable to demobilization and remobilization cost and not to any other expense, including rental fee during suspension. The CONTRACTOR shall have the sole duty of informing, in advance, all SUBCONTRACTORS and any interested parties about the provision. OWNER is not liable for any loss of any party arising out of invoking this section.

OWNER May Terminate

Upon the occurrence of any one or more of the following events:

1. If CONTRACTOR is adjudged bankrupt or insolvent.
2. If CONTRACTOR makes a general assignment for the benefit of creditors.
3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property.
4. If CONTRACTOR files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws.
5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment.
6. If CONTRACTOR fails to make payments to SUBCONTRACTORS or for labor, materials or equipment within 60 days of receiving said payment from OWNER.
7. If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction.
8. If CONTRACTOR disregards the authority of DPS DEPARTMENT.
9. If CONTRACTOR otherwise violates, in any substantial way, any provisions of the Contract Documents. Restoration work always shall be deemed as a substantial provision of the Contract Documents.

OWNER may, after giving CONTRACTOR and his surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporating in the work all materials and equipment stored at the site for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the work as OWNER may deem expedient. In such case, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order; but, in finishing the work, OWNER shall not be required to obtain the lowest figure for the work performed.

Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

Upon seven (7) days' written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any of the OWNER's other rights or remedies, elect to abandon the work and terminate the Agreement with the CONTRACTOR. In such a case, CONTRACTOR shall be paid for work executed and demobilization expenses only.

GENERAL CONDITIONS

ARTICLE 16: MISCELLANEOUS

Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice to the CONTRACTOR, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by mail to the last business address known to the giver of the notice. Notice to the DPS DEPARTMENT is validly given if mailed by certified mail to his business office.

Computation of Time

When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction such day shall be omitted from the computation.

General

The duties and obligations imposed by these General Conditions upon the CONTRACTOR and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by Articles 6, 13, 14 and 15 and all of the rights and remedies available to OWNER which are otherwise imposed or available by law or contract, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in Contract Documents by CONTRACTOR shall survive final payment and termination or completion of the Agreement.

GENERAL CONDITIONS

ARTICLE 17: FEDERAL GOVERNMENT REGULATIONS

The Contractor must comply with the following governmental laws and regulations:

1. The CONTRACTOR will hold harmless the federal and the local units of government from any and all claims, actions, suits, charges or judgments whatsoever that arise out of the contractors failure to properly perform under the contract.
2. The CONTRACTOR will comply with federal, state and local civil rights laws and regulations and with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
3. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/family status, or status with regard to public assistance.
4. The CONTRACTOR will use its best efforts to afford minority and women owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in the contract, the term "**minority and female business enterprise**" means a business at least fifty-one (51%) percent owned or controlled by minority groups or women. For the purposes of this definition, "**minority group members**" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish heritage Americans, Asian-Americans and American Indians.
5. The CONTRACTOR understands that the work performed under this contract is subject to review and inspection by representatives of HUD and/or other federal, state and local agencies.
6. The CONTRACTOR must be an Equal Opportunity and Affirmative Action Employer.
7. The CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the **Davis-Bacon Act** as amended, the provisions of the **Contract Work Hours and Safety Standards Act**, the **Copeland "Anti-Kickback" Act** (40 USC 276a-5; 40 USC 327 and 40 USC 276c) and all other applicable federal, state and local laws and regulations pertaining to labor standard insofar as those acts apply to the performance of this contract. The contractor shall maintain documentation which demonstrates compliance with hour and wage requirements of the law.
8. The federal copyrights laws will be adhered to and that the CONTRACTOR will comply with the **Clean Water Act** (42 USC 7401 et. seq.), **Federal Water Pollution Control Act**, as amended, 33 USC 1251 et. seq., as amended, 1318 relating to inspection monitoring, entry, reports, and information, as well as other requirements specified in said section 114 and section 308, and all regulations and guidelines issued thereunder, and the **Environmental Protection Agency (EPA)** regulations pursuant to 40 CFR Part 50, as amended.
9. In accordance with the requirements of the **Flood Disaster Protection Act** of 1973, (42 USC 4001), the CONTRACTOR shall assure that for activities located in an area identified by **FEMA** as having special flood hazards, flood insurance under the **National Flood Insurance Program** is obtained and maintained as a condition of financial assistance for acquisition or construction purposes.
10. The CONTRACTOR agrees to comply with the Historic Preservation requirements set forth in the **National Historic Preservation Act** of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council of Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract.

11. The CONTRACTOR agrees to comply with the Section 3 Clause of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3) as follows:

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly person who are recipients of HUD assistance for housing.
- B. The parties to this to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contact certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR'S commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The CONTRACTOR agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

EXHIBIT D

Standard Notes and Specifications

CITY OF INKSTER

STANDARD GENERAL NOTES

1. All workmanship and materials shall be in accordance with 2012 MDOT Standard Specifications for Construction, and the current standards and specifications of the City of Inkster.
2. The contractor and his subcontractors shall attend a pre-construction meeting at a time and place arranged by the City in which various utility companies and governmental agency representatives will be present.
3. Contractor shall notify Miss Dig for existing utility stake out three (3) working days in advance of construction. The project will be billed for excessive stakeouts.
4. The contractor shall be exclusively responsible for determining and verifying the location, depth, and elevation of existing utilities, and proposed utilities crossing the construction area prior to start of construction. Contractor shall notify DPS Department if any conflicts with utilities.
5. All properties or facilities in the surrounding areas, public or private, destroyed or otherwise damaged by the contractors operations shall be replaced or repaired to the satisfaction of the authority having jurisdiction of the property or facility by the contractor at his own expense.
6. Contractor shall provide and maintain all necessary barricades and traffic control devices required by the current standards and specifications of the City of Inkster, other agencies having jurisdiction, and the Michigan Manual of Uniform Traffic Control Devices (MMUTCD).
7. All required soil erosion and sedimentation control measures must be in place prior to starting construction.
8. All trenches under or within three feet of existing or proposed pavement, curb, sidewalks, and driveways shall be backfilled with 21A stone (Trench B) and compacted in one foot layers to 95 percent maximum unit weight. (Modified Proctor).
9. All trenches within or parallel and adjacent to right-of-way, except where 21A stone (Trench B) backfill is required, shall be backfilled with suitable excavated material (excluding blue clay) compacted in one foot layers to 90 percent maximum unit weight (Modified Proctor). This trench shall be designated Trench "A".
10. All public improvements and private improvements connecting to a public utility and/or right of way shall be field staked under the supervision of a professional engineer or land surveyor licensed to practice in the State of Michigan.
11. All work within Wayne County and State of Michigan right-of-way shall be in accordance with their specifications. A permit is required.
12. All disturbed grass areas shall be restored with 3 inches of topsoil, a chemical fertilizer, of seed sowed, and a mulch applied in accordance 2012 MDOT Standard Specifications for Construction and with City of Inkster Standard Specifications.

CITY OF INKSTER

STANDARD SOIL EROSION AND SEDIMENTATION CONTROL NOTES

1. No grubbing, stripping, site balancing, excavation or other earth movement shall begin until an approved soil erosion permit has been obtained from the city building official, a pre-construction meeting has been held, and all temporary soil erosion control measures are in place.
2. All soil erosion control measures shall comply with the current Inkster ordinances. Wayne County Erosion Control Manual, and Part 91, Soil Erosion and Sedimentation Control of 1994, PA 451.
3. All soil, miscellaneous debris, and other material eroded from the site, spilled, dumped, or otherwise deposited on public streets during transit to and from the construction site shall be promptly removed.
4. Discharge waters from pumping operations must be pumped to silt traps or heavily grassed areas.
5. The contractor shall adhere to the following general construction principals:
 - a. Whenever feasible, natural vegetation shall be retained and protected
 - b. Where inadequate vegetation exists, temporary or permanent vegetation shall be established
6. All temporary erosion control measures shall be removed once permanent control measures are fully functional unless ordered by the DPS Department to be left in place. Care shall be taken during removal to minimize siltation in nearby drainage courses.
7. All temporary measures shall be left in place until the area is stabilized with permanent measures and/or ordered to be removed by the DPS Department.

CITY OF INKSTER

STANDARD PAVING AND PAVEMENT REPLACEMENT NOTES

1. All construction shall conform to 2012 MDOT Standard Specifications for Construction.
2. Compaction of all pavement subbase to be 95% maximum density (Modified Proctor) prior to placement of concrete pavement. No paving shall take place prior to the successful testing of the compaction of the backfill and/or subbase.
3. All fill required to meet final subgrade elevations shall be select material approved by the City DPS Department free from organic material or extraneous matter, and shall be placed in layers not exceeding 12 inches and compacted to 95% of its maximum unit weight (Modified Proctor).
4. All radii at intersections are to be 25 feet unless otherwise noted.
5. All concrete shall have a minimum cement content of six (6) sacks per cubic yard, a slump of 2 to 4 inches, an air content of 5.5 +/- 1.5 percent and a 28 day minimum compressive strength of 3,500 psi. The concrete shall consist of 6AA coarse aggregate, 2NS fine aggregate and Type 1A (Air-Entrained) Portland Cement conforming to ASTM C-150. Slag is not permitted.
6. All bituminous pavement shall be in accordance with applicable Sections MDOT 2012 Standard Specifications for Construction.
7. The contractor shall submit, prior to the pre-construction meeting, a concrete and bituminous mix design from the supplier and a 21A stone sample for approval by the city DPS Department.
8. New road pavement shall be per City of Inkster standards and specifications. New driveway pavement shall be 6" thick concrete with thickened edges unless otherwise noted.
9. Contractor must give residents 24 hours advance notice prior to the removal of driveways.
10. Existing concrete pavement and curb sections shall be saw cut the full depth of the pavement prior to their removal.
11. Any excavation necessary to install replacement pavement at the proposed grades shall be performed by the contractor.
12. If the pavement is being replaced, the minimum thickness of replacement concrete allowed for roadways is 8 inches, and the minimum thickness of asphalt pavement for roadways is 3 inches, unless otherwise specified.

13. If the drive approach or sidewalk located in the approach is being replaced, the minimum thickness of replacement concrete is 6 inches. If the sidewalk is located outside the approach, the minimum thickness of concrete allowed is 4 inches.
14. All pavement for roadways be placed on 8 inches of 21A stone; 6 inches of 21A stone for driveways and sidewalks located in drive approaches, and 4 inches of Class II Sand for sidewalks not located in drive approaches.
15. If an asphalt cap is required to match the existing pavement, the thickness of the existing asphalt shall be matched. This cap shall be placed on a minimum of 8 inches of replacement concrete.
16. Before placing the pavement, the contractor shall install 1/2" diameter hook bolts with Philip Red Heads into the existing pavement. These bolts shall be placed at a minimum of 2 feet (center to center).
17. 21A stone, compacted in place to 95 percent maximum density (Modified Proctor), shall be placed where additional base is required to meet proposed pavement grades.
18. The contractor shall remove unsatisfactory subgrade as determined by the DPS Department and replace the unsatisfactory subgrade with 21A stone compacted to 95 percent maximum density (Modified Proctor).
19. All joints in concrete pavement areas, including curb and gutter, shall be sealed with a hot-poured, elastic-type compound, approved by the city DPS Department.
20. Contractor shall protect all trees and shall be responsible for replacing any trees damaged by his operations.
21. Surface restoration shall include replacement of existing greenbelt between the sidewalk and curb. Three inches of topsoil shall be placed prior to placing seed & mulch.
22. It shall be the responsibility of the paving contractor to adjust the top of all existing structures (sewers, manholes, catch basins, inlets, gate wells, etc., except hydrants) within the street right-of-way or within 10 feet adjacent to the street right-of-way to the final grade as required by the City of Inkster. All such adjustments will be incidental to the paving work.
23. The contractor shall install all required permanent pavement striping upon completion of the pavement replacement. This work shall be performed in accordance with the "Michigan Manual of Uniform Traffic Control Devices" and as directed by the DPS Department.
24. All existing sidewalk within the work area that is cracked, uneven, and/or creates a trip hazard shall be removed and replaced as determined by the DPS Department.

**SPECIFICATIONS FOR
SOIL EROSION AND SEDIMENT CONTROL**

Description

This work shall be in accordance with Division 2, Section 208 of the 2012 MDOT Standard Specifications except as herein specified.

1. The CONTRACTOR shall furnish and install all soil erosion and sedimentation control measures as required.
2. The CONTRACTOR shall maintain of all measures to ensure that sediment does not build up in the drainage structure. This does not include poking holes in the filter bags to allow flow into the structure. If cleaning is required, the filter bag must to be removed from the structure, cleaned thoroughly, and reinstalled in the structure.
3. The CONTRACTOR shall clean the sediment out of all the drainage structures after the project has been completely restored.
4. All measures must remain in place until the project area has been completely restored and stabilized.

SPECIFICATIONS FOR TRAFFIC MAINTENANCE AND CONTROL

General

Traffic shall be maintained in accordance with Division 1, Section 103 and Division 8, Section 812, of the 2012 MDOT Standard Specifications for Construction including any Supplemental Specifications, and as herein specified.

The CONTRACTOR shall coordinate his operations with CONTRACTORS performing work on other projects within or adjacent to the Construction Influence Area (CIA) as described below.

Construction Influence Area (CIA)

The CIA shall extend for one (1) city block beyond the project limits in all directions. Also included in the CIA are any advance warning signs at various locations to alert motorists of pending or ongoing construction activities of this project, including detour routes.

Traffic Restrictions

No work shall be performed during the Memorial Day, July 4th and Labor Day holiday periods as defined by the DPS DEPARTMENT.

Traffic Control Devices

General

1. All traffic control devices and their usage shall conform to the Michigan Manual of Uniform Traffic Control Devices (MMUTCD), current edition, as revised and as specified herein.
2. Signs and barricades, when required by the DPS DEPARTMENT, are to be cleaned over the entire reflective surface. The CONTRACTOR is responsible for the operation, inspection maintenance (cleaning), repositioning and removal of the devices.
3. During non-working periods, any site work with uncompleted work shall have advance signs, W20-1a ("ROAD WORK AHEAD"), and Type II Barricades (plastic drums) at specific locations as directed by the DPS DEPARTMENT.
4. All warnings signs shall be 48" x 48", unless otherwise noted, and must be mounted at a seven-foot (7') minimum bottom height.
5. If any existing road signs require removal for construction, the CONTRACTOR is responsible for salvaging and reinstalling the signs, including the posts and all necessary hardware for proper re-installation. Existing road signs required for removal shall be safely protected from any damage. Damage to road signs shall be the responsibility of the Contractor to replace in kind.

Channelizing Devices

1. Channelizing devices required for all lane closures shall be Type II Barricades (plastic drums). Cones shall not be used for a lane closure.
2. When utilized, Type II Barricades shall be placed at 30-foot intervals along transition tapers and at 60-foot intervals along work areas or as directed by the DPS DEPARTMENT.

Traffic Maintenance and Control Plan

The CONTRACTOR is responsible for preparing and presenting a Traffic Maintenance and Control Plan per the above information to the City of Inkster at the scheduled pre-construction meeting. At the meeting, the plan will be reviewed, discussed, possibly revised and approved by the different City department heads.

The CONTRACTOR shall notify the DPS DEPARTMENT a minimum of 72 business hours prior to the implementation of any detours or road closures.

SPECIFICATIONS FOR REMOVING PAVEMENT

Description

This work shall be in accordance with Division 2, Section 204 of the 2012 MDOT Standard Specifications, except as herein specified the removal of existing pavement, including concrete pavement, asphalt pavement and integral curb.

Any existing base material removed when removing pavement shall be replaced with similar material back to its original grade, as approved by the DPS DEPARTMENT at no additional cost.

Pavements shall be sawcut to full depth and removed carefully not to damage any abutting pavement that may be remaining in place. Any damage caused to abutting pavement not called for removal shall be replaced in kind at the Contractor's expense. Any additional sawcutting required to repair damaged pavements will be completed at the Contractor's expense.

All pavement removed shall be removed from the site to an off-site location designated by the Contractor, and disposed of.

SPECIFICATIONS FOR REMOVING SIDEWALKS

Description

This work shall be in accordance with Division 2, Sections 204 of the 2012 MDOT Standard Specifications, except as herein specified.

The removal of existing sidewalks will be as needed for the removal of pavement, and as directed by the DPS DEPARTMENT.

Any existing base material removed when removing pavement shall be replaced with similar material back to its original grade, as approved by the DPS DEPARTMENT.

SPECIFICATIONS FOR ADJUSTING STRUCTURES

Description

This work shall be in accordance with Division 4, Section 403 of the 2012 MDOT Standard Specifications, except as herein specified.

1. This item shall include all structures, which are raised or lowered to a specified vertical heights. This includes, but is not limited to, manholes, catch basins, inlets, gate wells and stop boxes.
2. If the table call for providing new frame and covers, all existing frame and coves shall be picked up by the City of Inkster Department of Public Services.
3. The work under this item shall provide for a change in elevation of up to 12 inches, measured vertically from the top of the masonry or concrete structure, and shall include repairs to the existing structure within this limit. If the structure needs additional repairs beyond the limit set forth, the CONTRACTOR must obtain approval from the DPS DEPARTMENT prior to completing any additional repairs to the structure.
4. The CONTRACTOR is responsible to clear out all structures as directed by the DPS DEPARTMENT, prior to completing any repairs or adjusting to the structure.
5. All catch basins, manholes, gate wells and inlets shall be kept thoroughly cleaned of silt, debris and foreign matter and shall be free from such accumulations at the time of final acceptance.
6. The CONTRACTOR is responsible for adjusting all structures within the project area to the final grade or as directed by the DPS DEPARTMENT. This includes, but is not limited to, manholes, catch basins, inlets, gate wells and stop boxes.
7. The CONTRACTOR shall install an edge drain, as illustrated by the standard plan SD-2, at each catch basin or inlet structure that is not removed and replaced.
8. Equipment will not be permitted to operate over adjusted structures any sooner than 24 hours after their completion, unless otherwise approved by the DPS DEPARTMENT.

SPECIFICATIONS FOR RECONSTRUCTING STRUCTURES

Description

This item shall include all structures that are raised or lowered to a specified vertical height. This includes, but is not limited to, manholes, catch basins, inlets, gate wells and stop boxes.

Where required or as determined by the City, existing structures shall be reconstructed to the required line and elevation in accordance with the City's standard details for structures.

All catch basins, manholes, gate wells and inlets shall be kept thoroughly cleaned of silt, debris and foreign matter and shall be free from such accumulations at the time of final acceptance.

The CONTRACTOR is responsible for adjusting all structures within the project area to the final grade or as directed by the DPS DEPARTMENT. This includes, but is not limited to, manholes, catch basins, inlets, gate wells and stop boxes.

SPECIFICATIONS FOR CONCRETE PAVEMENT

Description

This work shall be as specified in Division 6, Sections 601 and 602 of the 2012 MDOT Standard Specifications, except as herein specified.

1. The concrete mix shall be five-and-one-half percent (5.5%) air entrained with a tolerance of plus or minus one-and-one-half (1.5%) and designated to provide 3,500 psi at 28 days, with a slump between two to four (2"-4") inches.
2. The CONTRACTOR shall be responsible for backfilling behind the curb with approved hot-poured elastic-type compound.
3. The CONTRACTOR shall be responsible for the installation of all joints as directed by the DPS DEPARTMENT. All joints shall be sealed with an approved hot-poured elastic-type compound.
4. The CONTRACTOR is responsible for adjusting all structures within the project area to the final grade or as directed by the DPS DEPARTMENT.
5. The CONTRACTOR shall maintain proper traffic by means of pavement gaps whenever deemed necessary and as directed by the DPS DEPARTMENT.

Construction Methods

Curing

Curing shall be in accordance with Division 6, Section 602 of the 2012 MDOT Standard Specifications, except that for textured surfaces, there shall be one (1) application of curing compound at the rate of one (1) gallon per 150 square feet.

Paving Joints

Joints in the concrete pavement shall be placed as required in Division 6, Section 602 of the 2012 MDOT Standard Specifications and shall conform to the current MDOT Standard Plans.

SPECIFICATIONS FOR CONCRETE DRIVE APPROACH

Description

This work shall be in accordance with Division 8, Section 801 of the 2012 MDOT Standard Specifications, except as herein specified.

1. The concrete mix shall be Grade 35 with a cement content of 564 lb.cyd., air entrainment of five-and-one-half percent (5.5%), with a tolerance of +/- one-and-one-half percent (1/2%) and designated to provide 3,500 psi at 28 days.
2. The base for all drive approaches shall be 21A Crushed Limestone and shall be six-inches (6") thick (CIP).
3. All residential concrete drive approaches shall have a transverse expansion joint at the existing sidewalk one inch (1") and at the back of one-half inches (0.5").
4. All residential concrete drive approaches shall be six inches (6") thick and have a thickened edge as directed by the DPS DEPARTMENT.
5. All commercial and industrial drive approaches shall be installed per MDOT Detail "M", as directed by the DPS DEPARTMENT, and shall be six inches (6") and eight inches (8") thick respectively.
6. All concrete drive approaches, unless otherwise directed by the DPS DEPARTMENT, shall be unreinforced.
7. The CONTRACTOR shall be responsible for the installation of all joints as directed by the DPS DEPARTMENT. All expansion joints shall be sealed with a hot-poured elastic-type compound.
8. The CONTRACTOR is responsible for adjusting all existing structures in the approaches to the final grade or as directed by the DPS DEPARTMENT.
9. Manholes are not allowed in drive approach, and fire hydrants shall be at a minimum three feet (3') from approaches.

SPECIFICATIONS FOR CONCRETE SIDEWALK

Description

This work shall be in accordance with Division 8, Section 803 of the 2012 MDOT Standard Specifications, except as herein specified.

1. The concrete mix shall be five-and-one-half percent (5.5%) air entrained with a tolerance of +/- one-and-one-half percent (1.5%) and designated to provide 3,500 psi at 28 days, with a slump between two to four (2"-4") inches.
2. If required to meet grade or replace poor soil conditions, the base for all concrete sidewalks shall be 21A stone and shall be four inches (4") thick (CIP).
3. The concrete sidewalks at all new concrete approaches, shall be six-inch (6") thick with four-inch (4") thick (CIP).
4. Concrete sidewalks shall include handicap ramps.
5. All expansion joints shall be sealed with a hot-poured elastic-type compound.
6. If required or directed by DPS DEPARTMENT, the CONTRACTOR shall strip and dispose of the existing vegetation topsoil, excavate to the required depth for sidewalk and base, and install the base sidewalk.

Curing

1. Curing shall be in accordance with Division 6, Section 602 of the 2012 MDOT Standard Specifications, except that on textured surfaces, there shall be one (1) application of curing compound at the rate of one (1) gallon per 150 square feet.

SPECIFICATIONS FOR RESTORATION

Description

This special provision covers the requirements for Restoration for this project. This work shall consist of shaping all disturbed areas, placing topsoil, seed, fertilizer, mulch blanket or mulch, anchoring mulch and typical cross sections. Restoration shall be in accordance with Division 1, Section 107 of the 2012 MDOT Standard Specifications for Construction and as directed by the DPS DEPARTMENT with the following exceptions and additions.

Any possible inconsistencies that may exist between the requirements included herein and the requirements of either the Wayne County Department of Environment or the Wayne County Department of Public Services for work under their jurisdiction, will be resolved by the DPS DEPARTMENT at the time such inconsistency is identified.

Classification

Seeding will be classified as Class A or Class B depending on the type of soil and the area to be seeded.

Turf Seed Mixtures	Intended Use (For the guidance of the user and not a part of these specifications)	Commercial Fertilizer (Lb/Acre)	Sowing	Seeds
				Rate, Lb. Per Acre
TUF, TGM THM	Lawns, Boulevards, and Parks	228 Lb. Chemical		220
TDS, THY	General Seeding on Primary and <u>Local Roads</u>	120 Lb. Chemical		220

Seed Mixtures

Seed mixtures shall be certified seed of the following purity, germination and proportions by weight, as specified in the following table:

SEEDS			MIXTURES			
Kind	Purity	Germination	Class A Seeding		Class B Seeding	
			No. 1	No. 2	No. 3	No. 4
Kentucky Blue Grass	85%	80%	80%	40%	50%	30%
Creeping Red Fescue	98%	90%		30%		30%
Red Top	96%	90%	20%	15%	10%	10%
Perennial Rye Grass	98%	90%		15%	40%	10%
Tall Fescues	98%	90%	When Specified			
Bent Grasses	98%	90%				
White Dutch Clover	98%	90%				
Alsike Clover	98%	90%				
Type of Soil			Heavy and Medium Soils	Light Soils	Heavy and Medium Soils	Light Soils
Intended Use (For the guidance of the user and not a part of these Specifications)			Lawns, Boulevards and Park Areas		Gen. Seeding on Primary & Local Roads	

*Germination percentages may include a maximum tolerance of hard seed as follows:

Alsike Clover 30% hard seed
 White Dutch Clover 15% hard seed

Materials**Seeding**

1. The seeding mixture shall be Class A, Type 1 seeding for lawns, boulevards, and park areas.
2. All seed proposed to be used shall be furnished in durable cloth bags, tagged or labeled, showing the date of test and guarantee of analysis of purity and germination, and shall meet the requirements of these specifications.
3. Seed shall be the previous year's crop, and in no case shall exceed one percent (1%) weed content. No seed will be accepted with date of the test of more than six (6) months prior to the date of sowing, and the City reserves the right to test, reject or approve all seed.

Topsoil

1. Topsoil furnished may be visually inspected for organic contamination and cleanliness at the source by the DPS DEPARTMENT prior to transport to the construction site.
2. Topsoil furnished shall not be contaminated and shall not be a mixture of natural underlying soils, subbase material or other materials. It shall consist of natural loam or clay loam

- humus-bearing soils adapted to the sustenance of plant life and such soils shall be neither excessively acid nor excessively alkaline.
3. Topsoil furnished shall come from sources furnished by the CONTRACTOR from off the project.
 4. Topsoil furnished shall be spread to a depth of not less than four inches (4"), unless otherwise indicated by DPS DEPARTMENT.

Fertilizer

1. Commercial fertilizer shall be used for seeding and shall consist of chemical fertilizers.
2. These shall be of standard approved brands and shall be delivered in bags not to exceed 100 pounds each.
3. The guaranteed analysis shall be shown on each bag.
4. Chemical fertilizer for grasses shall contain six percent (6%) available nitrogen, 12 percent available phosphoric acid, and 12 percent available potash unless otherwise specified. The nitrogen element shall be derived at least 10-20 percent from true organic materials (such as tobacco stems, cottonseed meal, sewage sludge or tankage), at least 20 percent from urea compounds and the balance from other nitrogen materials.

Construction Methods

Preparation of Earth Bed

1. The earth bed upon which the furnished topsoils are placed shall be at the required grade and properly trimmed.
2. Prior to placing the furnished topsoil, the earth bed shall be worked into a friable condition to a minimum depth of four inches (4") and all sprinkler heads or monument boxes must be adjusted or relocated.
3. Earth beds shall be harrowed with a disk, a spring tooth drag or a spike tooth drag just prior to placing any topsoil. The harrowing shall be done so that all soil impressions left by any equipment are horizontal across the face of the slope.
4. Any topsoil that has been placed on conditional earth bed shall be incorporated into the upper two inches of the earth bed.
5. Furnished topsoils shall not be worked when in a wet condition. Working wet soil destroys the soil structure and causes compaction that inhibits root growth.
6. The topsoils shall be spread on the prepared areas to a depth of not less than four inches (4"). After spreading, any large clods and lumps shall be pulverized and all stones and rocks more than two inches (2") in diameter, roots, litter or any foreign matter shall be raked up and disposed of by the CONTRACTOR off the site as described in Division 8, Section 816 of the 2012 MDOT Standard Specifications.
7. The topsoil surface shall be in reasonably close conformity to the existing lines, grades and cross sections.
8. Where required, pea gravel is to be installed and compacted in place.

Seeding

1. The actual sowing of seed shall be performed from the time the ground is workable in the spring until June 1 and between the dates of August 15 and October 1, except during periods of high winds. Sowing at any other time shall be by special authorization.
2. The seed mixture of the kind required shall be sown at the rate per acre specified above for the classes of seeding specified.
3. The seed shall be incorporated in the soil to a depth not to exceed one-quarter inch (1/4"), using a Brillion seeder or other suitable equipment.
4. Seeds shall not be sown through mulch.

**SPECIFICATIONS FOR
PROJECT CLEANUP**

Description

This work shall be as specified in Division 2, Section 209 of the 2012 MDOT Standard Specifications, expect as herein specified.

Any item, which is not included as part of any other pay item, that is disturbed or damaged, as part of the construction operations, will have to be restored back to its original condition as directed by the DPS DEPARTMENT. These items include, but are not limited to, sprinkler systems and traffic signs.

EXHIBIT E

Special Provisions

PART V
SPECIAL PROVISIONS

SPECIAL PROVISIONS FOR UTILITY COORDINATION

Description

For protection of underground utilities, and in conformance with Public Act 53, the CONTRACTOR shall call Miss Dig at 1-800-482-7171 or dial 811, a minimum of three (3) working days, excluding Saturdays, Sundays and holidays prior to beginning each excavation in areas where public utilities have not been previously located. Members will thus be routinely notified. This does not relieve the CONTRACTOR of the responsibility of notifying utility OWNERS who may not be a part of the "Miss Dig" alert system.

Public Utilities

The OWNERS of existing service facilities that are within grading or structure limits will move them to locations designated by the DPS DEPARTMENT or will remove them entirely from the street right-of-way. OWNERS of public utilities will not be required by the County/City to move additional poles or structures in order to facilitate the operation of construction equipment unless it is determined by the DPS DEPARTMENT that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the CONTRACTOR's operations.

No additional compensation will be paid to the CONTRACTOR for delays due to material shortages or other reasons beyond the control of the County/City, or for delays on the construction due to the encountering of existing utilities that are, or are not known.

Work stoppages by employees of utility companies, which result in a delay of utility revisions on any portion of this project, may be considered the basis for a claim for an extension of time for completion, but will not be considered the basis for a claim for extra compensation or an adjustment in contract unit prices.

If any utility companies and/or governmental agencies require any fees for items such as plan review, inspection, permitting, testing, staking, etc., these fees shall be paid by the CONTRACTOR, shall be included in the unit prices of the contract, and at no additional cost to the City.

SUPPLEMENTAL SPECIFICATIONS FOR CONCRETE PAVEMENT JOINTS

Description

This work shall be completed in accordance with the City of Inkster's Standard Specifications.

1. The contractor shall install all pavement joints per the latest "Design and Construction of Joints for Concrete Streets" and "Intersection Joint Layout" Informational Bulletins published by the American Concrete Pavement Association, except as herein specified.
2. Unless otherwise approved by the DPS Department prior to the placement of the concrete pavement, the spacing distance for pavement joints shall align with existing transverse and longitudinal joints.
 - a. The need for a load transfer assembly at the transverse contraction joints or expansion joints will be determined by the DPS Department prior to the placement of the concrete pavement.
 - b. Where transversely butting against existing concrete pavement, the contractor shall install hook bolts to the existing pavement per the City of Inkster Standard Paving and Pavement Replacement Notes. Expansion joints at transverse butt joints will not be accepted.

Work performed to comply with this section of the Supplemental Specifications shall be incidental to the bid item(s) "Remove and Replace 8" Concrete Pavement", as is appropriate.

EXHIBIT F

Measure and Method of Payment

GENERAL

A. PRICES AND MEASUREMENTS:

Payment for work under this contract will be based on a unit price or lump sum for work actually completed. Final measurements of the work will be made and recorded by the DPS Department to determine the amount of work done and thereby determine the total cost. The method of applying the unit prices to measured quantities will be as herein specified. Payment will include the cost of all labor, tools, materials, and equipment necessary to do the work.

Some items may have been included in the bid form but may be deemed unnecessary during the construction process. These items have been included in order to establish a unit price in the event that the item of work is necessary. The Contractor should be aware that these items may increase, decrease, or be zero based on field conditions, or Owner direction. No alteration of unit price will be considered as a result of the reduction of any bid items.

B. INCIDENTAL ITEMS:

Any items of work indicated as incidental or included shall be considered as part of the project work and shall be completed at no additional expense to the Owner. Incidental or included items shall include labor, materials, and equipment that may not be specifically listed in the Bid Form or in the specifications, but which are necessary to complete the work.

ADA COMPLIANT RAMPS (BASED ON ADA DETECTABLE WARNING SURFACE & 100 SQ.FT. CONCRETE RAMPS)

"ADA Compliant Ramps" shall be based on ADA "detectable warning surface" and 100 square feet of 6" inch concrete ramps and shall be considered payment in full for all necessary sawcutting, excavation, removal of concrete & curbing, and proper disposal of the existing pavement and surplus materials as directed by the DPS Department. Any sidewalk additional to the 100 square feet will be included in the Remove & Replace 4" Concrete Sidewalk. Replacement of any existing base material removed when removing sidewalk will be completed at the Contractor's expense. The limits for the sidewalk replacement are to be to the key flag, including the key flag, at each corner of the intersection or as marked in the field by the OWNER.

Concrete sidewalks will be measured and paid for on the basis of the in-place area in square feet. The payment for installing handicap ramps will not be paid for separately, but shall be included in the price for "Remove & Replace Sidewalk (typ.)". This shall include all labor, material, and equipment required to complete the work as specified.

Handicap ramps shall be a minimum of 6" thick with a minimum of 4" of compacted 21A crushed limestone base (CIP) under the sidewalk including all labor, material, and equipment, shall not be paid separately, but shall be included in the pay item this pay item.

The costs associated with striping and disposing of existing vegetation and topsoil and excavating and installing the sidewalk and base as specified will not be paid for separately, but shall be included in the pay item "Remove & Replace Sidewalk (typ.)". The costs shall then include all labor, material, and equipment required to complete the work as specified.

All costs associated with the removal or grinding of tree roots or measures necessary to preserve existing

shall not be paid separately, but shall be included in the pay items "Remove & Replace Sidewalk (typ.)."

The installation and sealing of all joints for the sidewalk including all labor, material, and equipment, shall be incidental to the contract and included in the pay item "Remove & Replace Sidewalk (typ.)."

Sidewalk ramp installation shall be per current Americans with Disabilities Act (ADA) standards and shall include the installation of the ADA Compliant Detectible Warning Devices.

PAVEMENT REMOVAL & REPLACEMENT

"Pavement Remove and Replace (Thick)" All concrete and bituminous pavement will be thickness indicated in the itemized bid sheet including MDOT 21A limestone base (CIP). This pay item shall include all necessary sawcutting excavation, removal, and proper disposal of the existing concrete pavement, curb & gutter, integral curb, asphalt cap, integral curb and surplus materials as directed by the DPS Department. Replacement of any existing base material removed when removing pavement will be completed at the Contractor's expense.

Pavement Removal & Replacement will be measured and paid for on the basis of the in-place area in square feet. This shall include all labor, material, and equipment required to complete the work as specified.

The installation of the MDOT 21A crushed limestone base (CIP) under the pavement including all labor, material, and equipment, shall be incidental to the contract and included in the pay item "Removal & Replacement Concrete (Thickness)".

The installation and sealing of all expansion joints for the drive approach including all labor, material, and equipment, shall not be paid separately, but shall be included in the pay item "Removal & Replacement Concrete (Thickness)".

The costs associated with stripping and disposing of existing vegetation and topsoil and excavating and installing the drive approach and base as specified, will not be paid for separately, but shall be included in the pay item "Removal & Replacement Concrete (Thickness)" the costs shall include all labor, material and equipment required to complete the work as specified.

All costs associated with installing drive approaches that were removed as part of the project, with new concrete pavement, will not be paid separately, but shall be included in the pay item "Removal & Replacement Concrete (Thickness)"

The installation of a minimum of 4" concrete except for sidewalks fall within drive approaches and handicap ramp. Drive Approach sidewalks shall be 6" thick with a minimum of 8" 21A limestone and shall be paid for under Remove & Replace 6" Concrete.

RECONSTRUCT STRUCTURES

"Reconstruct Structures" will provide for complete removal and disposal of existing brick/block drainage structures and replacement with new brick/block. Existing castings will be salvaged by the Contractor and delivered to the City of Inkster Department of Public Services yard at no additional cost to the City.

Removal and disposal of existing structures and connection of the existing sewer to the new drainage structure shall not be paid for separately, but shall be included in the Pay Items of the Contract. This shall include all labor, material, and equipment required to complete the work.

Construction of the new brick/block structures shall comply with City of Inkster standard storm sewer details for 4 foot diameter pre-cast catch basins. Installation of 20 lineal feet of 6-inch edge drain, wrapped and bedded in peastone shall be included in this work item and shall be incidental to the price of this item.

Removal and replacement of up to 6 lineal feet of existing storm sewer lead to each respective structure shall be included in the price for "Reconstruct Structures", including connection to existing sewer pipe with Fernco couplings (or equal).

Installation of 6-inch edge drain shall be constructed in accordance with Division 4, Section 404 of the 2012 Michigan Department of Transportation Standard Specifications for Construction, except as herein provided:

a. **Materials**

Granular Material Class 1A, Pea Pebble, specified below, shall be used as trench fill material with Edge drain, 6 inch, Modified as called for as described herein or as directed by the DPS Department.

Granular Material Class 1A, Pea Pebble GRADING REQUIREMENTS								
Material	Total Percent Passing (Sieve Size)							
	3"	2 1/2"	2"	1"	1/2"	No. 4	No. 8	Loss by Washing
Class 1A	*	*	100	95-100	75-100	0-65	0-15	0-5

Crushed material shall be limited to 5% maximum.

b. **Construction**

Edge drain, 6 inch, modified, shall be constructed as directed by the DPS Department.

Backfill material shall consist of MDOT 21A crushed limestone, placed in two (2) foot lifts, compacted to a minimum 95% of maximum unit weight, as directed by the City DPS Department and shall be incidental to the cost of "Reconstruct Structures".

ADJUSTING STRUCTURES

"Adjusting Structures" shall be considered payment in full for all necessary excavation, removal, and proper adjustment of existing casting structure to the required elevation, including any necessary surplus materials, as directed by the DPS Department. Where required, existing castings including frames and grates or lids as described herein shall be removed and replaced on appropriate structures in full mortar beds set to the required elevation or as directed by the City DPS Department.

SOIL EROSION AND SEDIMENTATION CONTROL

Payment for this work shall be included in the pay items of the contract and include all labor, material, and equipment necessary to perform the work as called for in specifications.

There are no specific soil erosion measures required except a mud mat at the staging areas on this project however the contractor must keep the road clean at all times. Any dirt that is tracked onto the site must be

removed before the end of the day. If any construction dirt or debris enters any structures, the contractor will be responsible for cleaning the structure. Clean out of the sediment in the drainage structures after the project is completed will not be paid for separately, but will be included in the pay items of the contract.

The contractor must install a mud mat at all staging areas. The mud mat will not be paid for separately, but will be included in the pay items of the contract.

RESTORATION

"Restoration" Payment for this work shall be included in the pay items of the contract and include all labor, material, and equipment necessary to perform the work as called for in the contract documents and specifications.

In greenbelt areas the contractor shall bring the suitable backfill to 3" below the final grade. 3" of topsoil shall be placed to the final grade elevation. Seed and mulch as approved by the DPS Director shall be used to stabilize the existing greenbelt areas. The completed work shall include all materials, labor, equipment required to install topsoil (3 inches). The contractor is responsible for any restoration all disturbed areas. Final restoration may have to be performed in the spring. Contractor will coordinate restoration activities with the DPS Department and the City of Inkster DPS Director.

TRAFFIC MAINTENANCE AND CONTROL

"Traffic Maintenance and Control," Payment for this work shall be included in the pay items of the contract and include all labor, material, and equipment necessary to perform the work as called for in the specifications. This shall include the installation, operation, inspection, maintenance (cleaning), repositioning, and removal of all devices.

It is the contractor's responsibility to determine the estimate of quantities for traffic maintenance and control for this project and any additional signing or maintaining traffic devices required to expedite the construction shall be at the Contractor's expense. The contractor must submit to the DPS Department a traffic maintenance and control plan prior to the preconstruction meeting.

It will be required that the contractor maintain access for the residents located within the construction area at all times. In the event that the road must be closed it is the responsibility of the contractor to notify the residents at least two working days in advance of the closure.

MOBILIZATION

"Mobilization," shall not be paid for separately, but shall be included in the pay items of the contract.

PROJECT CLEANUP

Payment for this work shall not be paid for separately, but shall be included in the pay items of the contract and include all labor, material, and equipment necessary to perform the work.

Clean out of all sediment in all drainage structures after project completion is a required component and shall be considered incidental to the contract.

**CITY OF INKSTER
SUPPLEMENTAL BID SHEET**

2015 CONCRETE AND TURF RESTORATION

The undersigned, having familiarized himself with the local conditions affecting the cost of the work and with the Contract Documents for the designated project, hereby proposes to perform all work and furnish all labor, tools, equipment, and materials, including utility and transportation services, necessary to perform and complete in a workmanlike manner the construction itemized below in the City of Inkster, all in accordance with the Contract Documents at the unit prices hereinafter set forth.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	ADA Compliant Ramps 6" Concrete	100	SFT		
2	Pavement Remove & Replace 4" Conc. Sidewalk	1,888	SFT		
3	Pavement Remove & Replace 6" Conc. Sidewalk	697	SFT		
4	Pavement Remove & Replace 8" Conc. Roadway	8,501	SFT		
5	Pavement Remove & Replace 3" Asphalt Roadway	200	SFT		
6	Saw-cutting Pavement	598	LF		
7	Restoration (Turf/Landscape)	13,847	SFT		
8	Adjust Structures	6	EA		
9	Reconstruct Structures	6	VFT		
10	Minor Traffic Control Devices	1	LS		
11	Project Clean-up	1	LS		
TOTAL					

NAME OF BIDDER

AUTHORIZED SIGNATURE

The undersigned affirms that in making such Proposal neither he nor any company that he may represent, nor anyone on behalf of him or company, directly or indirectly, has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders to maintain the prices of said work, or any contract to prevent any other bidder or bidders from bidding on said contract or work, and further affirms that such Proposal is made without regard or reference to any other bidder or Proposal and without any agreement or understanding or combination, either directly or indirectly, with any other person or persons with reference to such bidding in any way or manner whatsoever.

The undersigned hereby agrees that, if the foregoing Proposal shall be accepted by the Owner, he will, within ten (10) consecutive calendar days after receiving notice of the acceptance of such Proposal, enter into contract, in the appropriate form, to furnish the equipment necessary for the full and complete execution of the work at and for the price named in his Proposal, and he will furnish to the said Owner and to the State of Michigan such surety for the faithful performance of such contract.

The undersigned hereby agrees that, if this foregoing Proposal shall be accepted by the said Owner, the date on which the entire work of this contract shall be completed will be within three hundred sixty five days (365) calendar days of receiving the Notice to Proceed.

The undersigned attaches hereto a bid deposit (certified check/bidder's bond) in the sum of _____ Dollars _____) as required in the Instructions to Bidder and the undersigned agrees that, in case he shall fail to fulfill his obligations under the foregoing Proposal and Agreement, the said Owner may, at its option, determine that the undersigned has abandoned his rights and interests in such Proposal and that the certified check or bidder's bond accompanying his Proposal has been forfeited to the said Owner; but otherwise, the said certified check or bidder's bond shall be returned to the undersigned upon the execution of the contract and the acceptance of his bonds or upon the rejection of his Proposal.

It is agreed that this bid may not be withdrawn for a period of sixty (60) days after the opening date.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids, to accept other than the low bid, and to waive any defect or irregularity in any bid or to split award unless otherwise stipulated, should it be deemed to be in the best interest of the Owner to do so.

The Bidder is required to identify his subcontractors, if any, that will be utilized for this project in the following areas:

WORK OR SERVICE PERFORMED	COMPANY NAME	OWNERSHIP (MBE/WBE)
Earthwork/Removals		
Underground Utilities and Drainage Structures		
Bituminous Pavement		
Concrete Pavement		
Turf and Landscape Restoration		

NAME OF BIDDER

AUTHORIZED SIGNATURE

**SUBSTITUTIONS OF SUBCONTRACTORS WILL REQUIRE APPROVAL OF THE OWNER, AS
SUBCONTRACTORS WILL BE A CONSIDERATION OF THE AWARD OF THE PROJECT.**

Dated and signed at _____, State of Michigan, this _____ day
of _____, 20 _____

Company Name

Signature of Bidder

Title

Business Address

City, State, Zip Code

Telephone Number

FAX Number

Seal if bid is by a Corporation

NAME OF BIDDER

AUTHORIZED SIGNATURE

EXHIBIT G

Summary of Quantities and Locations

City of Inkster
2015 Concrete and Turf Restoration
Estimated Quantity of Restoration by Quadrant

South East Section				
4" Concrete	6" Concrete	8" Concrete	Saw Cut	Landscape
380 sqft	210 sqft	1818 sqft	230 ft	1649 sqft

South West Section				
4" Concrete	6" Concrete	8" Concrete	Saw Cut	Landscape
331.5 sqft	0 sqft	3996 sqft	293 ft	3865 sqft

North East Section				
4" Concrete	6" Concrete	8" Concrete	Saw Cut	Landscape
406 sqft	105 sqft	633 sqft	37 ft	3642 sqft

North West Section				
4" Concrete	6" Concrete	8" Concrete	Saw Cut	Landscape
770 sqft	382 sqft	2054 sqft	38 ft	4691 sqft
Ashpalt Road 200 sqft				

Section SE		Year 2015						
No.	Location	Entrance Drt	Totals	Spur	Approach	Sidewalk	Street	Remarks
1	26201 Michigan Ave.					X		Sidewalk 5'x15'6" = 75 sq ft
2	26051 Michigan Ave.					X		Sidewalk 5'x15'6" = 75 sq ft
3	25935 Michigan Ave.					X		Sidewalk 5'x20'4" = 100 sq ft
4	26091 Trowbridge						X	Street 40'x7'6" = 280 sq ft, R&R Catch Basin
5	A/C 26316 Trowbridge					X		Street 20'x15'6" = 300 sq ft, R&R Catch Basin
6	Intersection John Daly & Trowbridge						X	To Be Determined, Possible Storm Line Repair
7	100 East of 26139 Pham						X	Street 8'x15'6" = 128 sq ft, Saw Cut 32'
8	75' E of John Daly on Pham						X	Street 8'x15'6" = 80 sq ft, Saw Cut 26'
9	27065 Princeton	X	X	X				Landscape 8'x20' = 160 sq ft
10	26423 Princeton					X		Sidewalk 5'x10'4" = 50 sq ft
11	A/C 26450 Yale	X	X	X				Landscape 10'x20' = 200 sq ft
12	3404 Bayhan						X	Street 6'x12'6" = 72 sq ft, Saw Cut 24'
13	26907 Florence	X	X	X			X	Landscape 10'x20' = 200 sq ft, Street 5'x16'6" = 80 sq ft, Saw Cut 26'
14	SWC Florence & Princess						X	Hand Ramp 8'x8'6" = 40 sq ft, Street 5'x12'6" = 108 sq ft, Saw Cut 30'
15	26717 Florence	X	X	X	1/2 X			Landscape 10'x12' = 120 sq ft, Approach 6'x10'6" = 60 sq ft
16	27019 Penn	X	X	X				Landscape 7'x10' = 105 sq ft, 10'x20' = 200 sq ft
17	26312 Birch	X	X	X				Landscape 10'x10' = 100 sq ft, 10'x10' = 100 sq ft
18	25916 Rees	X	X	X				Landscape 6'x10' = 60 sq ft
19	27174 Lehigh	X	X	X			X	Landscape 10'x10' = 100 sq ft, Sidewalk 5'x5'6" = 25 sq ft
20	26302 Lehigh	X	X	X				Landscape 10'x10' = 100 sq ft
21	28321 Hopkins	X	X	X			X	Landscape 10'x10' = 100 sq ft, Street 13.5'x23'6" = 210 sq ft
22	3744 John Daly				DW X	X		Driveway 10'x9'6" = 90 sq ft, Sidewalk 5'x15'6" = 75 sq ft
23	3030 John Daly						X	Street 10'x40'8" = 400 sq ft, Saw Cut 60'
24	MWC John Daly & Kean	X	X	X				Landscape 7'x30' = 84 sq ft
25	A/C 27278 Phipps						X	Street 20'x8'6" = 160 sq ft, Saw Cut 32'

Section SW		Year 2015						
No.	Location	Entrance Drt	Totals	Spur	Approach	Sidewalk	Street	Remarks
1	28659 Michigan Ave	X	X	X	X			Landscape 8'x8' = 64 sq ft, Approach 14'x8'6" = 112 sq ft
2	28655 Michigan Ave	X	X	X				Landscape 12'x20' = 240 sq ft
3	Interster Town Center Mich. Ave. Entrance	X	X	X		X		Landscape 8'x12' = 96 sq ft, Sidewalk 2'x3'6" = 6 sq ft
4	3100 Interster Rd	X	X	X				Landscape 5'x5' = 25 sq ft
5	South Approach 3780 Interster Rd				X			Approach 12'x15'6" = 80 sq ft, Saw cut 42'
6	West side of Interster Rd A/C Colgate	Grade	X	X				Landscape 20'x20' = 400 sq ft
7	A/C 3857 Allen						X	Street 5'x25'6" = 150 sq ft, Saw Cut 37'
8	3756 Moore	X	X	X				Landscape 8'x12' = 96 sq ft
9	4337 Moore	X	X	X				Landscape 40'x10' = 400 sq ft
10	SEC Cherry & Spruce					X	X	H Ramp 10'x5'6" = 50 sq ft, Street 14'6"x12'6" = 176 sq ft, 5'x23'6" = 907 sq ft
11	A/C 3132 Hickory	X	X	X				Landscape 10'x20' = 200 sq ft
12	4333 Hickory					X	X	Sidewalk 5'x5'6" = 25 sq ft, 20'x11'6" = 220 sq ft, R&R Catch Basin Saw Cut 42'
13	A/C 4488 Ash					X		Street 5'x20'6" = 180 sq ft, Saw Cut 38'
14	31138 Ash	X	X	X				Landscape 5'x20' = 100 sq ft
15	MWC Ash & Chestnut						X	Street 18'x8'6" = 152 sq ft, R&R Catch Basin, Saw Cut 6'
16	SWC Ash & Cherry						X	Street 10'x7'6" = 70 sq ft, R&R Catch Basin & Water Gate
17	3613 Walnut	X	X	X				Landscape 5'x7'6" = 35 sq ft
18	A/C 4528 Harrison	X	X	X				Landscape 5'x12' = 60 sq ft
19	4825 Harrison	X	X	X				Landscape 6'x40' = 240 sq ft
20	A/C 3240 Harrison	X	X	X				Landscape 8'x20' = 160 sq ft
21	3626 Harrison	X	X	X				Curb X
22	3625 Harriet	X	X	X				Landscape 7'x15' = 105 sq ft, Street 14'x2' = 28 sq ft, Saw Cut 14'
23	4004 Harriet					SW X		Landscape 6'x6' = 36 sq ft, Street 8'x8'6" = 64 sq ft
24	4101 Harriet						X	Sidewalk 8'x3'6" = 23.5 sq ft
25	4179 Isabelle						X	Street 10'x20'6" = 200 sq ft
26	A/C 4113 Isabelle						X	Street 15'x7'6" = 105 sq ft
27	A/C 3824 Isabelle	X	X	X				Street 8'x30'6" = 240 sq ft
28	75' East of Manning on Cherry	X	X	X		X		Landscape 15'x6' = 90 sq ft
29	East side of Middlebelt A/C Thomas Cr.	X	X	X				Landscape 40'x6' = 240 sq ft, Sidewalk 8'x5'6" = 175 sq ft
30	29933 Liberty	X	X	X				Landscape 25'x15' = 225 sq ft
31	SWC Liberty & Burton					NR X	X	Landscape 12'x8' = 96 sq ft, 36'x32' = Asphalt 432 sq ft, 14' curb, Saw Cut 48'
32	3548 Pamun	X	X	X				Sidewalk 5'x10'6" = 50 sq ft, Street 22'x14'6" = 308 sq ft
33	3729 Fox	X	X	X				Landscape 6'x15' = 90 sq ft
34	3927 Fox	X	X	X				Landscape 6'x15' = 90 sq ft
35	4081 Burton	X	X	X			X	Landscape 8'x40' = 320 sq ft, Street 18.6'x60'6" = 810 sq ft
36	4343 Wink							Landscape 8'x16' = 128 sq ft
37	Sec Moore & Pine						X	Street 8'x12'6" = 96 sq ft, Saw Cut 16'
38	MacBeech & Middlebelt						X	Street 12'x15'6" = 192 sq ft
39	Intersection Beech & Spruce						X	Street 12'x15'6" = 180 sq ft, Saw Cut 30'

Section <u>NE</u>								Year	2015
No.	Location	Driveway	Topsoil	Seed	Approach	Shoulder	Grass	Remarks	
1	26728 Oakland	X	X	X				Landscape 3'x5'-15 sq ft	
2	13.5' East of 27801 S.B.P.K.	X	X	X				Landscape 15'x7'-105 sq ft	
3	2121 Inkster Rd	X	X	X				Landscape 20'x20'-400 sq ft	
4	1094 Shadowlawn	X	X	X		SW X		Landscape 4'x5'-24 sq ft, Sidewalk 4'x3'x4'-12 sq ft	
5	1077 Shadowlawn	X	X	X				Landscape 20'x15'-300 sq ft	
6	1167 Meadowbrook	X	X	X				Landscape 8'x8'-64 sq ft	
7	1179 Meadowbrook	X	X	X				Landscape 8'x10'-80 sq ft	
8	NWC Sennelands & John Daly	X	X	X		X	X	Landscape 4'x4'-16 sq ft, 6'x10'-60 sq ft, 5'x5'x4'-25 sq ft, 16'x12'x8'-192 sq ft	
9	South Side 3088 Arlington	X	X	X				Landscape 7'x12'-84 sq ft	
10	1102 John Daly	X	X	X				Landscape 18'x30'-540 sq ft	
11	789 Inkster Rd	X	X	X				Landscape 12'x12'-144 sq ft	
12	280 Brentwood	X	X	X				Landscape 10'x15'-150 sq ft	
13	NWC Brentwood & Mt. Vernon	X	X	X			X	Landscape 8'x15'-120 sq ft, Street 9'x14'x8'-71 sq ft, Saw Cut 37'	
14	Mt. Vernon Stw Brentwood & Anshurst						X	Street 20'x13.5'x8'-270 sq ft	
15	120 Auburn	X	X	X				Landscape 10'x10'-100 sq ft	
16	187 Shadowlawn	X	X	X	X			Landscape 6'x6'-36 sq ft, Approach 10'x10.5'x6'-105 sq ft	
17	26509 Stillman	X	X	X		X		Landscape 10'x23'-230 sq ft, Sidewalk 3'x10'x4'-60 sq ft	
18	28488 Stillman	X	X	X		X		Landscape 10'x10'-100 sq ft, Sidewalk 3'x5'x4'-25 sq ft	
19	28481 Stillman	X	X	X				Landscape 10'x15'-150 sq ft	
20	26419 & 26481 Stillman	X	X	X	DW X	X		Landscape 10'x15'x2'-300 sq ft, Driveway 18'x8'x4'-144 sq ft, Sidewalk 15'x5'x4'-75 sq ft	
21	693 Shadowlawn	X	X	X				Landscape 15'x10'-150 sq ft	
22	681 Patterson Ct.	X	X	X				Landscape 8'x8'/10'x12'-184 sq ft	
23	27891 S.R. Pmk.	X	X	X		X		Landscape 7'x10'-70 sq ft, Sidewalk 5'x15'x4'-75 sq ft	
Section <u>NW</u>								Year	2015
No.	Location	Driveway	Topsoil	Seed	Approach	Shoulder	Grass	Remarks	
1	125 Anshurst					X	X	Sidewalk 5'x20'x4'-800 sq ft, Asphalt 10'x20'-200 sq ft	
2	West side of 27570 Ayondale	X	X	X				Landscape 20'x20'-400 sq ft	
3	SEC Trophim & Sommerat	X	X	X				Landscape 20'x20'-400 sq ft	
4	528 Magnolia	X	X	X		X		Landscape 6'x10'-240 sq ft, Sidewalk 5'x10'x4'-150 sq ft	
5	1087 Harrison					X		Sidewalk 5'x10'x4'-80 sq ft	
6	NWC Harrison & Parkwood						X	Street 14'x20'x8'-280 sq ft	
7	NEC Burlington & Middlebelt	X	X	X				Landscape 12'x15'-180 sq ft	
8	28147 Burlington	X	X	X				Landscape 8'x18'-80 sq ft	
9	Eastern bet Rosewood & Parkwood						X	8'x18'x8'-144 sq ft	
10	29154 Rosewood	X	X	X				Landscape 8'x10'-80 sq ft	
11	28543 Rosewood	X	X	X				Landscape 5'x6'-36 sq ft	
12	29028 Parkwood	X	X	X	1/2 X			Landscape 5'x10'-50 sq ft, Approach 6'x6'x6'-36 sq ft	
13	A/C 29842 Parkwood	X	X	X				Landscape 10'x20'-200 sq ft	
14	80072 Hazelwood	X	X	X				Landscape 20'x10'-100 sq ft	
15	29516 Hazelwood	X	X	X				Landscape 4'x15'-60 sq ft	
16	28464 Hazelwood	X	X	X	X	X		Landscape 5'x10'-50 sq ft, Approach 5'x12'x8'-60 sq ft, Sidewalk 5'x10'x4'-50 sq ft, 5'x10'x6'-50 sq ft	
17	29452 Hazelwood	X	X	X		X		Landscape 4'x30'-120 sq ft, Sidewalk 5'x30'x4'-150 sq ft	
18	29225 Hazelwood	X	X	X				Landscape 5'x8'-40 sq ft	
19	29198 Hazelwood				X			Approach 5'x12'x8'-60 sq ft	
20	28380 Hazelwood	X	X	X			X	Landscape 4'x10'-40 sq ft, Street 5'x20'x8'-100 sq ft	
21	28452 Glenwood	X	X	X		X		Landscape 5'x25'x1.25 sq ft, 10'x25'x1.50 sq ft, Sidewalk 5'x5'x4'-25 sq ft	
22	A/C 29846 Glenwood	X	X	X				Landscape 8'x25'-200 sq ft	
23	29197 Oakwood						X	Street 20'x5'x8'-180 sq ft, Saw Cut 38'	
24	29200 Oakwood		X	X		X		Landscape 5'x5'-25 sq ft, Sidewalk 5'x5'x4'-25 sq ft	
25	28445 Oakwood	X	X	X				Landscape 23'x3'-135 sq ft	
26	28607 Ayondale				DW X	X		Sidewalk 5'x10'x4'-80 sq ft, 5'x10'x8'-50 sq ft, Driveway 10'x7'x4'-70 sq ft	
27	596 Longfellow	X	X	X				Landscape 8'x10'-80 sq ft	
28	28655 O Henry Ct.	X	X	X	1/2 X			Landscape 10'x10'-100 sq ft, Approach 6'x10'x6'-60 sq ft	
29	28602 Fernwood	X	X	X	DW X			Landscape 5'x10'-50 sq ft, Cold Patch Drive	
30	28522 Fernwood	X	X	X				Landscape 30'x12'-120 sq ft	
31	80100 Mich. Ave	X	X	X		X		Landscape 20'x10'-200 sq ft, Sidewalk 5'x5'x4'-25 sq ft	
32	29936 Brooklane				X			Approach 10.5'x12'x6'-126 sq ft	
33	1171 Middlebelt	X	X	X				Landscape 10'x20'-200 sq ft	
34	203 Bert Lane	X	X	X				Landscape 10'x15'-150 sq ft	
35	South Side of 335 Bert Lane	X	X	X				Landscape 10'x20'-200 sq ft	
36	29458 Judith	X	X	X		X		Landscape 20'x12'-120 sq ft, Sidewalk 5'x15'x4'-75 sq ft	
37	Birchwood North side of 710 Middlebelt						X	Street 80'x13.5'x8'-1080 sq ft	
38	29744 Birchwood	X	X	X				Landscape 15'x12'-180 sq ft	
39	NEL Riverview & Michigan Ave.	X	X	X				Landscape 8'x15'-120 sq ft	
40	A/C 29988 Harriet						X	Street 20'x13.5'-270 sq ft	

REQUEST FOR COUNCIL ACTION

To: Mark Stuhldreher, Interim City Manager Date: September 24, 2015

From: Jerome Bivins, DPS Deputy Director  Date for Council's Consideration: October 5, 2015

ACTION REQUESTED: Consider authorizing administration to approve a contract with BELFOR PROPERTY RESTORATION to provide board-up services in the City of Inkster. This agreement would be on as needed base for one (1) year with the option of two (2) years if funding is available.

Current Action ☒ Emergency ☐ Future ☐

Funds Budgeted: If Yes ☐ Account # 101-441-815-000 No ☐ N/A ☐

Treasurer's Approval 

BACKGROUND:

As you are aware the City has a blight issue with houses that are in need of board-up. With limited funding available to the City through the budget process, the administration has been able to identify revenue to address some of the critical sites as it pertains to the safety and welfare of the community. The Department of Public Service contacted several companies to solicit quotes and after reviewing these quotes with staff, we recommend BELFOR PROPERTY RESTORATION to meet the city board up needs.

SCOPE OF SERVICES:

To address blight issues, the City is boarding-up some of the house.

JUSTIFICATION:

To address the safety and welfare needs of our communities and blight issues.

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster

COSTS:

Projected cost with a four hour completion (4 x \$87.25= \$350.00) and material cost will be \$250.00

PROJECTED TIME TABLE:

Upon approval of the agreement by Mayor and Council

RESOLUTION:

Authorization is hereby given to administration to approve a contract with BELFOR PROPERTY RESTORATION to provide board-up services in the City of Inkster. This agreement would be on as needed base for one (1) year with the option of two (2) years if funding is available.

Resolved by _____

Seconded by _____

Yes:

No:

Absent:

**BUDGET PROPOSAL
FISCAL 2016
BOARD-UP**

Estimate Revenue

DPS (Labor, Board-up materials)	101-441-815-000	\$30,000
TOTAL REVENUE		\$30,000

Estimate Expense

Labor:

BELFOR PROPERTY RESTORATION	101-441-815-000	\$87.25 hrs.
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Material:

(Lock & hasp(s) \$30, door ½ cdx \$35, sheet ½ cdx30, window ½ cdx \$25, piece(s) of 2x4x8 lumber \$6.50, fasteners (square head screws \$2.50, paint \$10.50)

Scenario

Labor expense (4 hrsx\$87.25cost)	\$350.00
Material (3 doors @\$35, 3 windows @\$25, screws \$2.50 and paint@\$10.50)	<u>\$250.00</u>
TOTAL EXPENSE	\$600.00

BOARDING UP 40-50 house

Total Labor expense	\$17,500
Total Material	<u>\$12,500</u>
Total Expense	\$ 30,000

Contract for Vacant Building Board-Up

ARTICLE I - PARTIES OF AGREEMENT:

This agreement is entered on October ____, 2015 between the City of Inkster, through the Department of Public Services, hereinafter referred to as "City", and ____ Belfor Property Restoration, hereafter referred to as "Contractor", with its principal offices located at 28400 Schoolcraft Rd., Livonia, MI 48150

ARTICLE II - TERM

The term of this Contract shall be from October 6, 2015 to June 30, 2016. The City has the option to renew the Contract for an additional two years beginning July 1, 2016 through June 30, 2018, upon providing written notice, signed by the City Treasurer, to the Contractor of its intent to exercise its option no later than April 30, 2016.

ARTICLE III - WORK TO BE PERFORMED (Scope of Work):

Except as otherwise provided herein, Contractor shall furnish all labor, material, tools, equipment, supervision and services necessary to properly execute and complete the work. The work shall be performed by Contractor in good and workman like manner strictly in accordance with the City's request for bids, the City's bid specifications and the Contractor's bid, all of which are incorporated by reference. The work of this contract will commence no later than October ____, 2015, and shall be completed by _____. Otherwise the Contractor will be subject to liquidated damages.

ARTICLE IV- TERMS INCORPORATED BY REFERENCE

This agreement incorporates the City's request for bids, the City's bid specifications, conditions and obligations, and the Contractor's bid as submitted by reference. Contractor shall be bound by the terms of the Agreement between City and Contractor and all Documents incorporated therein, and attached as Exhibit A. In the event that there is a conflict between any of these documents and/or the general terms and conditions contained in this Agreement, the terms and conditions contained herein shall govern.

ARTICLE V - COMPENSATION:

Contractor agrees that the quoted prices set forth in its bid shall be the unit prices used to compensate Contractor even though work is to be done during the term of this agreement unless modified in accordance with Article VII herein.

ARTICLE VI - PAYMENTS:

A) **INVOICES** - The Contractor will be paid on a regular basis, no later than forty-five (45) days after receipt of proper invoices, certifications, and/or progress reports. All invoices shall be detailed to state personal names with occupations, hours worked on specific tasks, and rate per hour.

B) **PAYMENT** - Payments will be made on a reimbursement basis for services and work actually and satisfactorily performed, subject to 10% being withheld pending final completion and acceptance of the work.

C) **FINAL PAYMENT** - A final payment consisting of the unpaid balance of the contract price shall be made within ten (10) days after the following occurs: (a) full completion of the work by contractor, (b) final acceptance of the work by City.

ARTICLE VII - SPECIAL REQUIREMENTS:

A) **SCHEDULE** - Time is the essence of this Agreement. Contractor agrees to commence work under this Agreement after a pre-commencement meeting has been held and to punctually and diligently perform all parts of its work.

If the contractor is behind in the work hereunder, fails or refuses to supply sufficient workmen, or to deliver materials, services or equipment on schedule, and delays progress of the work; or if the different parts thereof are not commenced, performed, finished and delivered on time, City shall have the right to direct the contractor to furnish additional labor and expedite deliveries of material and equipment at contractor's cost and expense. If such additional labor is not available, City has the right to require contractor at the Contractor's cost, to work overtime or additional shifts (and/or weekends and holidays) to such an extent as will be sufficient to speed up and complete its work in accordance with the Progress Schedule.

If City incurs any cost associated with the Contractor's delay with respect to the completion dates identified in Article II, the contractor is to reimburse City for all costs associated with contractor's delay including any liquidated damages assessed against City.

ARTICLE VIII - CHANGES:

A) **Definitions- Change Order:** A written order signed and issued by the City Manager, directing the Contractor to make changes to the Scope of Work/Services Article of this Agreement.

Contract Modification: Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provision of the Agreement accomplished by mutual action of the parties to the Agreement.

B) The City may request changes to the Scope of Work/Services to be furnished or performed by the Contractor under the Agreement, as well as changes in the

time of performance of the Agreement. All such changes shall be authorized by with Change Order or Contract Modification, as those terms are defined in this Agreement.

- C) Contractor acknowledges that any change in the Agreement price represents full compensation for all costs associated with the change request, including delay costs, impacts, acceleration, disruption, consequential damages and any other costs of any nature.
- D) No action, conduct, omission, prior failure or course of dealing by the City shall act to waive, modify, change or alter the requirement that Contract Modifications must be in writing and signed by the City and the Contractor. The Contractor further acknowledges that Change Orders and Contract Modifications are the exclusive method for effecting any change to the Agreement.

ARTICLE IX - SUBLETTING - ASSIGNMENT:

No part of this order, nor any interest or monies due therein, may be assigned, sublet or transferred without the City's written consent and/or approval of the assignment. Contractor is liable to City for all acts and omissions of its subcontractors, assignees or transferees.

ARTICLE X - TERMINATION:

City shall have the right to terminate this contract with or without cause, for the convenience of City. In the event of termination for the City's convenience, compensation to Contractor shall be made on the same basis as that provided for in the Agreement between City and Contractor or Contract Documents, or in the absence of applicable provisions, then based on the percentage of the work completed as of the date of termination. In no event shall the Contractor be entitled to anticipated profits.

ARTICLE XI - INDEMNITY AND RESPONSIBILITY:

Contractor specifically obligates itself to the City in the following respects (and this agreement is made upon such express condition) to wit.

- A) To indemnify City, including its elected officials, employees, volunteers, and representatives against and save them harmless from any and all claims, suits, liability, expense, including attorney's fees or damage for alleged or actual infringement or violation of any patent or patent right arising in connection with this Contract and anything done thereunder.
- B) To protect, hold free and harmless defend and indemnify City including its including its elected officials, employees, volunteers, and representatives from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees resulting from injury or death sustained by any person (including Contractor's employees) or damage to property of any kind, which injury, death or damage arises out of or is in any way connected with the performance of work

under this contract, except that said agreement shall not be applicable to injury, death or damage to property arising from the sole negligence or willful misconduct of City, its elected officials, employees, volunteers, and representatives who are directly responsible to the Contractor. This indemnification agreement shall extend to all claims of this contract asserted after termination, for whatever reason.

C) To warrant and guarantee the work and materials covered by this contract and agrees to make good, at its expense, any defect in materials or workmanship, including the restoration of work of other subcontractors that has been affected. To indemnify City for any loss that may be caused by breach of said warranty and guarantee.

D) To obtain and pay for all permits, licenses and official inspections made necessary by its work and to comply with all laws, ordinances and regulations bearing on its work and the conduct thereof.

E) To be fully and exclusively responsible for, and to pay when due, any and all applicable contribution allowances of other payments or deductions, however termed, required by union labor agreements or required by law now or hereafter in force.

Contractor shall indemnify City against, and save it harmless from any and all loss, damages, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions or covenant of this Contract. At any time before final settlement or adjudication of any loss, damage, liability, claim, demand, suit or cause of action for which Contractor in this Agreement agrees to indemnify and save harmless the City.

ARTICLE XII - CLEAN-UP:

Contractor shall clean up and remove all rubbish and debris caused by its operations and employees. Otherwise, after a (48) Hour written Notice, City shall proceed with this work and charge Contractor account for all cost plus a 10% mark-up for overhead and profit.

ARTICLE XIII- SAFETY:

Contractor shall carry on its work in a safe manner, in accordance with the regulations of the latest revised edition of the Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc., for the protection of persons and property at the site, and Contractor agrees to abide by all applicable Federal, State and Local laws, ordinances, regulations, standards and rules having reference to safety. Contractor agrees to be solely responsible for the protection and safety of its workmen, for the final selection of safety methods, means and safeguards, for the daily inspection of the work area, and for the instruction of its workmen on safety, including attending and/or conducting safety meetings at least once a week.

ARTICLE XIV - EQUAL EMPLOYMENT OPPORTUNITY:

A) During the performance of this Agreement, the Contractor, for itself, its members, officers, directors, and employees in interest agrees as follows:

Non-discrimination: The Contractor with regard to the Services to be performed under this Agreement shall not discriminate on grounds prohibited by federal, state or local constitution, law, statute or ordinance in:

1. The selection and retention of subcontractors or the procurement of materials and leases of equipment.
2. The Contractor agrees that it will not discriminate against any person, employee, consultant or applicant for employment with respect to his/her hire tenure, terms, conditions, or privileges or employment or hire of employees, consultants or applicants for employment.

B) **Solicitations for Subcontractors:** In all solicitations made by the Contractor for work to be performed under a subcontract, each potential subcontractor shall be notified by the Contractor of the Contractor's obligations under this Agreement, and the regulations relative to non-discrimination.

C) **Sanctions for Noncompliance:** In the event of noncompliance with the non-discrimination provisions of this Agreement and the City's Non-Discrimination Clause, the City shall impose such sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under this Agreement until the Contractor complies; and/or
2. cancellation, termination or suspension of this Agreement, in whole or in part; and/or
3. The imposition of liquidated damages (not a penalty) in the amount of \$500.00 per day, for each day that the Contractor shall fail to comply with said requirements, as determined by the Comptroller, in consultation with the Community and Economic Development Director.

ARTICLE XV - DEFAULT:

A) If the Contractor

- 1) fails to supply complete labor, materials, equipment and supervision in sufficient time and quantity to meet the City's progress schedule as it may be modified;
- 2) causes stoppage or delay of, or interference with the project;
- 3) fails to promptly pay its subcontractors (if applicable), laborers, suppliers, materialmen and/or employees for work on the project;
- 4) fails to pay worker's compensation or other employee benefits, withholding or any other taxes;

- 5) fails to comply with the safety provisions of this Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project;
- 6) makes unauthorized changes in supervisory personnel;
- 7) fails in the performance or observance of any of the provisions of this contract;
- 8) a) files a voluntary petition in bankruptcy or is adjudicated insolvent;
b) obtains an order for relief under Section 301 of the Bankruptcy Code;
c) files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors;
d) or seeks or consents to or is acquiescent in the appointment of any trustee, receiver or liquidator of any of its assets or property;
e) makes an assignment for the benefit of creditors; or
f) makes an admission, in writing, of its inability to pay its debts as they became due,

B) Then City, after giving the Contractor written or oral (subsequently confirmed in writing) notice of such default and forty-eight

(48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

1) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.

2) Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder:

a) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment, facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and

b) Recover from Contractor all costs incurred by City to complete the work plus a 10% mark-up for overhead and profit, and further recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

ARTICLE XVI- INSURANCE:

Before Contractor does any work at, or prepares to deliver material to, the construction site, the Contractor shall provide a Certificate of Insurance, issued by a financially

responsible insurance company licensed to write insurance in the State of Michigan, evidencing coverage in amounts not less than required by specifications or as follows:

A) Workers' Compensation: to the extent and at least the minimum amount required by the laws of the state in which work is to be performed.

B) Commercial General, Professional and Automobile Liability: in the amount of One Million Dollars (\$1,000,000.00) for any one occurrence, and Two Million Dollars (\$2,000,000.00) aggregate. The coverage shall apply to all work and activities performed by Contractor with respect to the Scope of Work/Services for the given Project. In addition, Contractor shall provide a statement from its insurer(s) noting that the work and activities to be performed by the Contractor with respect to the project, is not excluded from coverage.

C) No payments will be made to the Contractor until current certificates of insurance have been received and approved. Insurance companies, named insured and policy forms shall be subject to the City's approval. In the event the coverage evidenced by any such Certificate is canceled or reduced, Contractor shall procure and furnish to City before the effective date of such cancellation, new Certificates conforming to the above requirements. Until evidence of conformity is received, services and related payments will be suspended.

D) Hold Harmless Agreement: Contractor shall assume liability and indemnify City from and against any liability and all loss, costs, damages, expenses, including attorney fees, on account of claims per personal injury, including death, sustained by any person or persons whosoever, including employees of Contractor, and for injury to or destruction of property of a person or organization, including loss of use thereof, arising out of the performance of the work under this agreement, excepting only such matters caused solely and exclusively by the fault or negligence of City.

If applicable, the subcontractor shall have its own insurance company naming Contractor and the City as Additional Insured with the following clause added: "The insurance afforded to the Additional Insured is Primary Insurance. If the additional insured has other insurance which is applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance."

Each of the above required Certificates shall provide that the coverage therein afforded shall not be canceled or reduced except by written notice to City given at least thirty (30) days prior to the effective date of such cancellation or reduction.

ARTICLE XVII- TAXES AND CONTRIBUTIONS:

The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the City from and against the payment of:

- A) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees, by whomsoever employed or engaged in the work to be performed and furnished under this agreement.
- B) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of the work or the acquisition, furnishing or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.
- C) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Agreement.

ARTICLE XVIII--ARBITRATION

Contractor waives its rights to a jury trial for any dispute hereunder and instead agrees that any dispute between it and the city related in any way to this Agreement and scope of work shall be submitted to binding arbitration under the commercial arbitration rules of the American Arbitration Association in effect at the time that the dispute arises. Venue shall be in Wayne County Michigan. The determination of the arbitrator will be binding on the parties and will not be appealable, and judgment on the award rendered may be entered in any court having jurisdiction on the matter. Any claim not submitted by written demand for arbitration served upon the City Clerk in accordance with the Michigan Court Rules shall be deemed waived if it is not filed within 90 days of the date on which the Contractor knew or should have known of the claim's existence.

ARTICLE XIX – MISCELLANEOUS:

- A) Failure of a party to insist on the strict performance of this Agreement shall not constitute waiver of any breach of the Agreement.
- B) The Contractor agrees that it is not, and will not become, in arrears to the City upon any contract, debt, or obligation to the City, including real property and personal property taxes.
- C) The singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- D) If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to person or circumstances other than those to which it is invalid or unenforceable, shall not be effected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XX - GENERAL:

This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no other Agreement or understanding shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto.

The Contractor represents and agrees that it has carefully examined and understands this Agreement and the other Contract Documents (i.e. RFSP), has investigated the nature, locality and site of the work, and that it enters into this Agreement on the basis of its own examination, investigation and evaluation of all such matters and not in reliance upon any opinions or representations of the City, or of any of their respective officers, agents, servants or employees.

No waiver by City of any provision of this Agreement shall be deemed to be waived of any other provisions hereof or of any subsequent breach by Contractor of the same or any other provision.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents as of the date first above written.

CITY OF INKSTER:

**BELFOR PROPERTY RESTORATION,
CONTRACTOR:**

By: Hilliard Hampton
Its: Mayor
Dated: _____

By: _____
Its: _____
Dated: _____

By: Mark Stuhldreher
Its: Treasurer/Interim City Manager
Dated: _____

Federal Tax ID# _____

Approved By Inkster City Council: _____
Resolution No: _____

Dated: _____

EXHIBIT A

Request for Proposals and Belfor Property Restoration's response

BID SPEC

Boarding up of Vacant Structures for the City of Inkster

Name of Company _____

Name of Person Submitting _____

Application _____

Job Title of Person Submitting _____

Address _____

Phone Number _____

City _____

State _____

Fax _____

Email _____

Signature of Authorized _____

Person _____

References:

1)

2)

3)

Bid is due by September 8, 2015 at 3:00 pm via email or fax

Email: Jblivins@cityofinkster.com Fax: 313-274-5774

MINIMUM QUALIFICATIONS: Respondents will be deemed non-responsible and rejected without any further evaluation if they do not meet the following mandatory qualifications:

- a. The Respondent must be a licensed residential contractor in the State of Michigan;
- b. The Respondent must be a licensed construction contractor or contract with an experienced licensed construction contractor to perform the abatement services; and
- c. The Respondent must have two (2) years experience doing work similar to the Board up Services and provide references.

GENERAL SUBMITTAL REQUIREMENTS:

At a minimum, the quote must contain the following information:

- **Business Organization** State the full name, address, and phone number of your firm and whether you operate as an individual, partnership, or corporation. Indicate whether you are licensed to operate in Michigan. Identify a contact person.
- **List of firm's experience** with federal, state or municipal programs pertaining to board up services.
- **Proof of appropriate State certifications.**
- **List of firm's insurance policies, the insurer, and amount** pertaining to required services, including policies for board up services.

See Attached examples of house that need to be board-up.

The following requirements must be adhered to in the Boarding up of vacant properties:

- All windows on the ground level must be boarded.
- All exterior doors on the ground level must be boarded including crawl space openings.
- Any window(s) on the other levels where the glass is broken out must be boarded or re-glassed.
- Minimum half-inch plywood (no OSB board) must be used.
- Boards must be cut to fit window openings.
- Boards to be secured with long screws with square drive heads. Nails are not to be used.
- Boards are to be painted on outside and edges.
- Paint is to be earth tone, or color of the property.
- Paint is to be applied with a brush or roller.
- Any other openings are to be closed after approval from the Building Official or Community Development Manager. Boarding must be completed within 48 hours of notification.

Cost Labor _____

Material cost _____

3673 CT RASA FB	OPEN TO ACCESS	06/12/15	BOARD UP ORDER
44 025 01 0296 002			
4319 SPRING HILL	OPEN TO ACCESS	06/12/2015	BOARD UP ORDER
44 009 02 0423 000			
3517 ASH	OPEN TO ACCESS	06/09/2015	BOARD UP ORDER
44 010 03 0047 000			
3512 ASH	OPEN TO ACCESS	07/01/2015	BOARD UP ORDER
44 010 03 0047 000			
4319 SPRING HILL	OPEN TO ACCESS	06/07/2015	BOARD UP ORDER
44 009 02 0424 000			
3159 HICKORY	OPEN TO ACCESS	06/11/2015	BOARD UP ORDER
44 014 03 0468 002			
3806 ASH	OPEN TO ACCESS	08/11/2015	BOARD UP ORDER
44 014 03 0276 000			
3934 HARRISON	OPEN TO ACCESS	02/11/2015	BOARD UP ORDER
44 009 02 1090 000			
27107 FLORENCE	OPEN TO ACCESS	09/13/2015	BOARD UP ORDER
44 022 01 0327 000			
26241 STANFORD	OPEN TO ACCESS	08/19/2015	BOARD UP ORDER
44 024 03 0320 000			
26817 NEW YORK	OPEN TO ACCESS	02/14/2015	BOARD UP ORDER
44 022 01 0492 000			
27110 NEW YORK	OPEN TO ACCESS	08/14/2015	BOARD UP ORDER
44 022 01 0541 000			
26418 DARTMOUTH	OPEN TO ACCESS	08/14/2015	BOARD UP ORDER
44 023 01 0288 002			



①

September 8, 2015

John Adams
City of Inkster
27717 Michigan Avenue
Inkster, MI 48141

Dear Chief Adams:

BELFOR Property Restoration is pleased to submit our bid to provide Property Board Up services to the City of Inkster. We have responded to the items contained in the request for information; here are a few additional points we feel are important to note:

- BELFOR is committed to a less-than-one-hour response time for emergency board-ups. We monitor our response rate on a daily basis to help ensure that we and, by extension, you serve your constituents promptly.
- BELFOR has 45 years of experience serving municipalities, fire and police departments across Michigan and the US with emergency board ups.

An important step in demonstrating our commitment to providing top-notch customer service is to provide you with our personal contact information. You are invited to contact either of us directly at any time of the day or night:

Dave McBride
Cell: 734-276-8312
David.mcbride@us.belfor.com

Doug Fraser
Cell: 248-872-7991
doug.fraser@us.belfor.com

If you prefer, you may contact us via BELFOR's 24 hour emergency line at (800) 421-4141, which is always answered by a live person. Either way, you may be assured that the needs of the City of Inkster will receive the highest priority from our best people.

Very truly yours,

Doug Fraser
Regional Manager

Dave McBride
Senior Estimator

28400 Schoolcraft Road, Livonia, MI 48150 • general 734.261.7764 • fax 734.261.7765
Michigan License #2102160913 • 24/7 emergency hotline 800.421.4141 • www.belfor.usa

BID SPEC

Boarding up of Vacant Structures for the City of Inkster

Name of Company BELFOR Property Restoration

Name of Person Submitting Dave McBride

Application _____

Job Title of Person Submitting Senior Estimator

Address 28400 Schoolcraft Road

Phone Number (734) 276-8312

City Livonia

State MI

Fax (734) 261-7765

Email dmcbride@us.belfor.com

Signature of Authorized _____

Person Dave McBride

References:

1)

2) Please see attached list of References

3)

Bid is due by September 8, 2015 at 3:00 pm via email or fax

Email: jbivins@cityofinkster.com Fax: 313-274-5774

MINIMUM QUALIFICATIONS

BELFOR Property Restoration provides a full scope of restoration services to commercial and residential customers all over the world. BELFOR is proud to be a *"Single Source Solution,"* offering complete 24-7-365 emergency response services. This single-source accountability allows the most streamlined and cost-effective path to final restoration and getting things back to normal.

As a general contractor, BELFOR provides virtually any construction or emergency service. When it is appropriate to use a subcontractor for specialized work, our vendor approval process helps ensure that the quality of work meets BELFOR's high standards. Listed below are many of the services we typically provide:

- Water extraction
- Temporary roofing
- Document freeze drying
- Dehumidification
- Property salvage
- Data/Media recovery
- Bio-Hazard / Trauma Cleanup
- Emergency board up
- Mold remediation
- Structural drying
- Hazardous materials
- Electronics restoration
- Duct cleaning
- Power, heating and cooling generation
- Decontamination services
- Vital records recovery
- Contents restoration
- Machinery retrofitting
- Project management
- Consulting services
- HVAC Services / Restoration

STATE OF MICHIGAN
DEPARTMENT OF LICENSING
AND REGULATORY AFFAIRS
P.O. BOX 30018
LANSING, MI 48200-7018

ME10024 DOL R -0059

Please tell us about your licensing
experience by completing our
anonymous customer survey at:
www.michigan.gov/larasurvey

STATE OF MICHIGAN-DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPS. SECURITIES & COMM LIC BUR RESIDENTIAL BUILDER COMPANY LICENSE		
R.O. - MARK JEFFREY FENTON BELFOR USA GROUP INC 185 OAKLAND AVE STE 160 BIRMINGHAM MI 48007		
PERMANENT L.S. NO. 2102160913	EXPIRATION DATE 05/31/2017	AUDIT NO. 2887344

BELFOR USA GROUP INC
185 OAKLAND AVE STE 160
BIRMINGHAM MI 48007

Inquiries Regarding This License
Please provide your license number on all correspondence,
and when contacting the Department.

Complaint Information
The issuance of this license or permit should not be
construed as a waiver or dismissal of any complaints or
violations pending against the licensee, its agents,
employees or qualifying officer.

www.michigan.gov/departmentoflicensing

Corporation, Securities & Commercial Licensing Bureau
Department of Licensing and Regulatory Affairs
P.O. Box 30018
Lansing, MI 48200

(617) 541-8225

STATE OF MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU RESIDENTIAL BUILDER COMPANY LICENSE		L508504
- R. O. - MARK JEFFREY FENTON		INJVB:2101050286
BELFOR USA GROUP INC 185 OAKLAND AVE STE 160 BIRMINGHAM MI 48007		
PERMANENT L.S. NO. 2102160913	EXPIRATION DATE 05/31/2017	AUDIT NO. 2887344

GENERAL SUBMITTAL REQUIREMENTS

BELFOR Property Restoration
28400 Schoolcraft Road
Livonia, MI 48150
24/7 Emergency Line: (800) 421-4141
Office: (734) 261-7764
Corporation, licensed to operate in Michigan.
Contact: Dave McBride

EXPERIENCE WITH MUNICIPAL BOARD UP PROGRAMS

For over 40 years BELFOR has placed a primary focus on meeting the needs of fire and police departments. BELFOR is regularly called by fire and police departments throughout the metropolitan Detroit area to perform emergency board-ups after fires, shoring of building breaches and biohazard remediation. On occasion it is determined that no insurance or other funding is available to compensate us for these services. It is and will continue to be our policy to refrain from approaching the fire or police department for compensation, absorbing the cost of personnel-hours and supplies as a service to the department and the community.

INSURANCE POLICIES

Our insurance certificate appears on the following pages.

REFERENCES

Chief Michael Reddy
Westland Fire Department
(734) 467-3201
firedept@cityofwestland.com

Chief Josh Maier
Canton Fire Department
(734) 398-5262
jmaier@canton-mi.org

Chief Dave Brogan
Dearborn Heights Department
dbrogan@ci.dearborn-heights.mi.us
(313) 791-3656



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/18/2015

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

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

PRODUCER
AIG Risk Services Central, Inc.
Southfield MI Office
3000 Town Center
Suite 3000
Southfield MI 48075 USA

INSURER
AIG Risk (565) 283-7222 FAX (565) 283-9101
AIG Risk

INSURED
Balfor USA Group, Inc.
c/o Balfor Property Construction
28400 Schoolcraft Rd
Livonia MI 48150 USA

INSURER AFFORDING COVERAGE

INSURER	COVERAGE	NAIC #
AMERICAN NATIONAL UNION FIRE INS CO OF PITTSBURGH	General Liability	18443
THE INSURANCE CO OF THE STATE OF PA	General Liability	18443
AIG SPECIALTY INSURANCE COMPANY	General Liability	28883

CERTIFICATE NUMBER: 670006100015
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE		POLICY NUMBER	START DATE	END DATE	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	CL 9872337	07/01/2013	07/01/2015	SIX \$500,000 per policy terms & conditions
	☐ CLAIMS-MADE ☒ OCCUR				
	☐ GEN. AGGREGATE LIMIT APPLIED PER POLICY ☒ PRO. ☒ LOG				
	OTHER				
A	☒ AUTOMOBILE LIABILITY	CA-318-43-30	07/01/2013	07/01/2015	SIX \$500,000 per policy terms & conditions
	☒ ANY AUTO				
	☒ ALL OWNED AUTOS				
	☒ NON-OWNED AUTOS				
A	☒ UMBRELLA LIAB.	28157287	07/01/2013	07/01/2015	SIX \$500,000 per policy terms & conditions
	☒ EXCESS LIAB.				
	☒ EXCESS LIAB.				
	☒ EXCESS LIAB.				
B	☒ AUTOMOBILE LIABILITY	WCL14267783	07/01/2013	07/01/2015	SIX \$500,000 per policy terms & conditions
	☒ ANY AUTO				
	☒ ALL OWNED AUTOS				
	☒ NON-OWNED AUTOS				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER

Balfor USA Group, Inc.
28400 Schoolcraft Rd
Livonia MI 48150 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ann Marie Lisciani, Esq.

ACORD 25 (2014/01)

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INVOICE

REVISED

BELFOR (●)

PROPERTY RESTORATION
28400 Schoolcraft Road

Livonia, MI 48150

Phn: 734.281-7764 Fax: 734.281.7765

BILL TO:
City of Inkster

INSURED / JOB LOCATION:
Vacant Properties

DATE	JOB NUMBER	JOB NAME	CLAIM NO.	INVOICE NO.
enter today's date	enter job number	Inkster	n/a	enter inv #
Temporary services performed by BELFOR due to loss on: _____ date of loss _____				
LABOR (including drive time):				
carpenter(s)	total hours @	\$ 54.50 /hr	X 1.0	straight time
carpenter(s)	total hours @	\$ 54.50 /hr	X 1.5	overtime
general laborer(s)	total hours @	\$ 32.75 /hr	X 1.0	straight time
general laborer(s)	total hours @	\$ 32.75 /hr	X 1.5	overtime
EQUIPMENT:				
none				
MATERIAL:				
lock & hasp(s)	@	\$ 30.00	each	
door 1/2" CDX	@	\$ 35.00	each	
sheet(s) 1/2" CDX	@	\$ 30.00	each	
window(s) 1/2" CDX	@	\$ 25.00	each	
piece(s) of 2x4x8 lumber	@	\$ 6.50	each	
fasteners (square head screws)	@	\$ 2.50	per opening	
paint (compatible to structure)	@	\$ 10.50	per opening	
Invoice Amount:				\$

NOTES:

Description of work with time and date of request.

Please detach and return this portion with your payment. Thank you.

Make payment to:

Belfor Property Restoration
28400 Schoolcraft Road
Livonia, MI 48150
TAX ID: 84-1309171

Invoice Date: January 8, 1990
Invoice #: enter inv #
Job File #: enter job number
Job Name: Inkster

Credit Card Payment

Name _____
Card Type _____ Expiration _____
Card # _____
Signature _____

Amount Due: \$ _____

Payment Amount: _____