INKSTER CITY COUNCIL

October 7, 2019
26215 Trowbridge, Inkster, MI 48141
(313) 563-4232 www.cityofinkster.com

Mayor – Byron Nolen
Mayor Pro Tem – Timothy Williams, District I

Council Members:
Clarence Oden, Jr., District II
Sandra K. Watley., District III
Steven Chisholm, District IV
Kim Howard, District V
Connie R. Mitchell, District VI

FELICIA RUTLEDGE	BYRON NOLEN	TREASURER	DAVID JONES
CITY CLERK	MAYOR	DARIN CARRINGTON	CITY ATTORNEY

Council may be addressed during the Regular Meeting by filling out the Public Participation Form. Address Council as a whole through the Mayor. Please state your name and your address for the record prior to providing your comments. Comments are limited to three (3) minutes.

Council Orientation Agenda – 6:00 PM

1. Call to Order

2. Discussion

   A. Agenda Discussion

Public Participation (limit to 3 minutes)

3. CLOSED SESSION – Council may enter into Closed Session to discuss contract negotiations, purchase or lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e) and/or (f).

4. Adjournment

October 7, 2019

Regular City Council Agenda – 7:00 PM

1. Call Meeting to Order

   A. Pledge of Allegiance
   B. Roll Call

2. Approval of Agenda

3. Presentations/Discussion

   A. Tribute to Nick Jones – State Representative, Jewell Jones
   B. Tribute to Nick Jones – Mayor, Byron Nolen

4. Public Hearing

5. Consent Agenda

   A. September 16, 2019 Regular City Council Meeting Minutes. Pg. 1
   B. Allen Brother's and Attorney's PLLC. Invoice $41,488.45 Pg. 6

6. Boards and Commissions

   A. Update of current list of appointments to Boards & Commissions. Pg. 7

7. Previous Business

8. Ordinance(s)

   A. First Reading(s)

   B. Second Reading(s)

9. New Business

   A. Discussion/Action: (Jerome Bivins) Consideration and approval authorizing administration to approve the contract with Intertek PSI for John Daly Street Improvement Construction Inspection with an hourly rate of $68.00 per hour and overtime rate $90.00 per hour base on a full time inspector with 50 hours a week.

   Pg. 14

B. Discussion/Action: (Jerome Bivins) Consideration and approval authorizing administration to approve the contract with Pamar Enterprises for the John Daly Street Improvement in the amount of $1,374,810.75, plus a 15% contingency of $206,221.61 for a total of $1,581,032.36 for construction. Pg. 53

C. Discussion/Action: (Jerome Bivins) Consideration and approval to enter into a purchase agreement with DTE Energy to replace the remaining mercury vapor and high pressure sodium bulbs within the boundaries of the City limits to more efficient LED bulbs. Pg. 68

D. Discussion/Action: (Kaitlyn Hines) Consideration and approval of an offer to purchase (Case # LD 19-16) three (3) vacant residential lots which are located on the east side of Allen between Chestnut Ave and Beech Ave. and are legally described as *25U87* LOT 87 WOLVERNINE TRACTOR SUB T2S R9E L38 P34 WCR (Property I.D. 44 010 06 0087 000), *25U88* LOT 88 WOLVERNINE TRACTOR SUB T2S R9E L38 P34 WCR (Property I.D. 44 010 06 0088 000), and *25U89* 90 LOTS 89 AND 90 WOLVERNINE TRACTOR SUB T2S R9E L38 P34 WCR (Property I.D. 44 010 06 0089 000) in the amount of $1,000.00 to Sharrah Cooley. Pg. 76

E. Discussion/Action: (Darin Carrington) Consideration and approval to authorize Administration to conduct promotional exams within the Police Department at a total estimated costs of $23,840.00 Pg. 98

F. Discussion/Action: (Darin Carrington) Consideration and approval authorizing the reduction of property taxes owed for the property located at 3263 Moore Street.

Pg. 101

10. Public Participation (limit to 3 minutes)
11. City Clerk
12. City Treasurer
13. Mayor and Council Communication
14. Closed Session
    Council may enter into Closed Session to discuss contract negotiations, purchase or lease of real property and/or pending litigation in accordance with MCL 15.268 (a), (c), (d), (e) and/or (f).
15. Adjournment

Felicia Rutledge
City Clerk

September 16, 2019

Regular City Council Meeting – 7:00 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 16, 2019

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

A. Agenda Discussion
B. Land Presentation – Sammy Ward-Bey

Moved by Councilmember Mitchell, Seconded by Councilmember Chisholm to go into Executive Session6:50 p.m. to discuss pending litigation, personnel and land sales in accordance with MCL 15.286 (e). Motion carried unanimously

Moved by Councilmember Mitchell, Seconded by Councilmember Chisholm adjourn the closed Executive Session at 7:13 p.m. Motion carried unanimously.

Call Meeting to Order

Mayor Nolen called the meeting to order at 7:17 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 Hall

Roll Call

Mayor Nolen	Present	Councilwoman Howard	Present
Councilwoman Watley	Present	Mayor Pro-Tem Williams	Present
Councilman Oden	Exc. Absence	Councilman Chisholm	Present
Councilwoman Mitchell	Present		

Approval of Agenda

Moved by Councilmember Mitchell, Seconded by Councilmember Chisholm to approve the agenda.
Resolution 9-19-141R - Motion carried.

Presentations/Discussion

Public Hearings

Consent Agenda

A. August 19, 2019 Regular City Council Meeting Minutes.
B. Allen Brother's and Attorney's PLLC Invoice $ 51,854.55

Moved by Mayor Pro-Tem Williams, Seconded by Councilmember Chisholm to approve the Consent Agenda.
Resolution 9-19-142R – Motion carried.

Boards and Commission

A. Update of current list of appointments to Boards & Commissions.
- Nomination of Barbara Cooper to the DDA
- Peggy Bishop to the Board of Review
- Phineas Cody to the Cable Commission

Previous Business

Ordinance(s)

A. First Reading(s)

B. Second Reading(s)

New Business

A. Discussion/Action: (Felicia Rutledge) Consideration and approval of a Street Closure on Beech between Middlebelt/Northland on September 22, 2019 from 11:00 a.m. until 10:00 p.m. for a Backpack give-away. The applicant is Tarikh Hunter.

Moved by Councilmember Chisholm, Seconded by Councilmember Howard to approve authorizing a Street Closure on Beech between Middlebelt/Northland on September 22, 2019 from 11:00 a.m. until 10:00 p.m. for a Backpack give-away. The applicant is Tarikh Hunter.
Resolution 9-19-143R– Motion carried.

B. Discussion/Action: (Felicia Rutledge) Consideration and approval of a Special Event on Saturday, October 12, 2019 from 2:00 p.m. until 5:00 p.m. for a Costume give-away presented by The Tax Experts.

Moved by Councilmember Howard, Seconded by Mayor Pro-Tem Williams to approve of a Special Event on Saturday, October 12, 2019 from 2:00 p.m. until 5:00 p.m. for a Costume give-away presented by The Tax Experts.
Resolution 9-19-144R– Motion carried.

C. Discussion/Action: (Felicia Rutledge) Consideration and approval to recognize Zaman's International as a non-profit organization within the city of Inkster for qualification for a temporary Charitable Gaming License to host a gift card raffle on September 21, 2019 at their Run Walk Picnic.

Moved by Councilmember Mitchell, Seconded by Mayor Pro-Tem Williams To approve to recognize Zaman's International as a non-profit organization within the city of Inkster for qualification for a temporary Charitable Gaming License to host a gift card raffle on September 21, 2019 at their Run Walk Picnic.
Resolution 9-19-145R– Motion carried.

D. Discussion/Action: (Kaitlyn Hines) Consideration and approval of offer to purchase (Case # LD 19-15) six (6) Industrial lots which are located on the north side of Dunning between Bayhan Ave. and Meadowdale Ave. and are legally described as *30D229 230* LOTS 229 AND 230 WESTWOOD SUB OF J. W. DALY FARM T2S R10E L41 P19 WCR - K - 98.94 (Property I.D. 44 020 02 0229 300), *30D235B TO 237* E 1/2 OF LOT 235 ALSO LOTS 236 AND 237 - - - WESTWOOD SUB OF J.W. DALY FARM T2S R10E L41 P19 WCR (Property I.D. 44 020 02 0235 304), 30D233 234 235A LOTS 233 AND 234 ALSO W 1/2 OF LOT 235 WESTWOOD SUB OF J. W. DALY FARM T2S R10E L41 P19 WCR (Property I.D. 44 020 02 0233 301), *30D235B TO 237* E 1/2 OF LOT 235 ALSO LOTS 236 AND 237 - - - WESTWOOD SUB OF J.W. DALY FARM T2S R10E L41 P19 WCR (Property I.D. 44 020 02 0235 304), *30D238, 239* LOTS 238 AND 239 - - - WESTWOOD SUB OF J.W. DALY FARM T2S R10E L41 P19 WCR (Property I.D. 44 020 02 0238 305) or 26170 Dunning, and *30D240 30D241* LOTS 240 AND 241--- WESTWOOD SUB OF J. W. DALY FARM T2S R10E L41 P19 WCR (Property I.D. 44 020 02 0240 000) in the amount of $3,000 to Fred Bishop Jr.

Moved by Councilmember Chisholm, Seconded by Councilmember Mitchell to approve of offer to purchase (Case # LD 19-15) six (6) Industrial lots which are located on the north side of Dunning between Bayhan Ave. and Meadowdale Ave. and are legally described as *30D229 230* LOTS 229 AND 230 WESTWOOD SUB OF J. W. DALY FARM T2S R10E L41 P19 WCR - K - 98.94 (Property I.D. 44 020 02 0229 300), *30D235B TO 237* E 1/2 OF LOT 235 ALSO LOTS 236 AND 237 - - - WESTWOOD SUB OF J.W. DALY FARM T2S R10E L41 P19 WCR (Property I.D. 44 020 02 0235 304), 30D233 234 235A LOTS 233 AND 234 ALSO W 1/2 OF LOT 235 WESTWOOD SUB OF J. W. DALY FARM T2S R10E L41 P19 WCR (Property I.D. 44 020 02 0233 301), *30D235B TO 237* E 1/2 OF LOT 235 ALSO LOTS 236 AND 237 - - - WESTWOOD SUB OF J.W. DALY FARM T2S R10E L41 P19 WCR (Property I.D. 44 020 02 0235 304), *30D238, 239* LOTS 238 AND 239 - - - WESTWOOD SUB OF J.W. DALY FARM T2S R10E L41 P19 WCR (Property I.D. 44 020 02 0238 305) or 26170 Dunning, and *30D240 30D241* LOTS 240 AND 241--- WESTWOOD SUB OF J. W. DALY FARM T2S R10E L41 P19 WCR (Property I.D. 44 020 02 0240 000) in the amount of $3,000 to Fred Bishop Jr.
Resolution 9-19-146R– Motion carried.

E. Discussion/Action: (Kaitlyn Hines) Consideration and approval of the sale of land to previous owner of the following foreclosed single-family residential properties: 1608 Helen (Parcel I.D. 44 006 01 0542 000), legally described as 24P542 LOT 542 DEARBORN HILLS MANOR T2S R9E L52 P93 WCR in the amount of $11,246.42 to Jesse Lamourn Whitener.

Moved by Councilmember Chisholm, Seconded by Councilmember Howard to approve of the sale of land to previous owner of the following foreclosed single-family residential properties: 1608 Helen (Parcel I.D. 44 006 01 0542 000), legally described as 24P542 LOT 542 DEARBORN HILLS MANOR T2S R9E L52 P93 WCR in the amount of $11,246.42 to Jesse Lamourn Whitener.
Resolution 9-19-147R– Motion carried.

Public Participation

- **Mary McClendon –** Stated that Commissioner Glenn Anderson's stated that the Coffee Hours would begin on October 14, 2019 at Wayne County Family Health Center.
- **Lisa Hicks-Clayton** – Stated that Senator Betty Jean Alexander and three of her collegues introduced some bills that would prevent auto insurance redlining.
- **Monae Thomas** – Stated they are still having water issues in the backyards of Gertrude Court.
- **Portia Bonner** – Stated she lives on Gertrude Court and is having water issues in her backyard caused by Middlebelt Baptist Church.
- **Regina Lewis** – Stated she is resident of Gertrude Court and backyard is flooding and she has damage to her garage.
- **Jennifer Martinez** – Stated she is a resident of Gertrude Court and her backyard is flooding. She stated it is because of Middlebelt Baptist pole barn.
- **Officer Heyward** – Announced the Police Department Movie Night on September 27, 2019. He further announced the Inkster Car-Nival II on September 21, 2019.
- **Gabe Henderson** – Stated the Beautification Committee would be having dumpsters in the Parks on September 28, 2019.
- **Barbara Cooper** – Announced the Goodfellows Pancake Breakfast on October 19, 2018 from 8:00 a.m. until 12:00 p.m. She additionally thanked residents for their prayers regarding her cousin's death.
- **Gaziano** – Asked if the owner of 26949 Andover could get his home back as it was sold to a vendor in the INSP program for back taxes.
- **Rebecca Daniels** – Stated there was a huge man hole on Burton Road.
- **Will Miller** – Stated he is working with residents every Friday regarding discussions on him INSP program.

City Clerk

- Explained to residents the AV application and AV ballot process. She further stated that some residents contacted the County Clerk's office with regards to how the Clerk's staff handled that process. She stated that what was reported to the County Clerk was not true. She said that the Clerk staff and she knows the process for issuing an AV application and AV ballot.

City Treasurer

- No Comment

Mayor and Council

- **Councilmember Chisholm –** Stated that Mother Lillie Lester visited the state capital. He stated she was the first female African American Sergeant At Arms at the State Capital.
- **Mayor Pro-Tem –** Stated he visited Wayne RESA and they stated they can come to a council meeting and speak about the school debt. He stated he received a phone call about having purple lights or wearing purple in support of the Detroit Youth Choir who will be on America's Got Talent.
- **Councilwoman Watley –** Announced the Car-NIVAL Car Show on September 21, 2019.
- **Councilwoman Mitchell –** Stated there is a huge hole on Beech Daly and Trowbridge.
- **Councilwoman Howard –** Asked if John Daly could be widened because cars are having to back up for the trucks to make the turn.
- **Mayor Nolen –** Announced lunch with the Mayor on September 19, 2019.
- **City Attorney, David Jones –** Will provide a statement.

Adjournment

There being no further business to come before Council, on a motion duly made By Councilmember Mitchell, Seconded by Councilmember Chisholm and carried, the Regular Council meeting of September 16, 2019 was adjourned at 8:35 p.m.

Inkster
Discover. Grow. Unite.

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

Page: 1
09/15/2019
Account No: 1897M

Attn: Byron Nolan

BREAKDOWN OF FEES/EXPENSES BY CATEGORY

Category	Fees/Costs
Flat fee/City Attorney work	$6,000.00
Municipal Legal Services	$1,412.50
Labor	$600.00
Litigation	$33,475.95
Total Invoice for September, 2019	**$41,488.45**

October 7, 2019

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. - (Ex-Officio Member)	Tenure
Rochelle Wells	Exp. 8/06/20
Doris Horne	Exp. 08/06/20
Henry Wade	Exp. 08/06/20
Toni Bailey	Exp. 07/15/21
Roosevelt Stubbs	Exp. 04/15/2021
Gabe Henderson	Exp. 08/06/20
Jean Liddell	Exp. 08/06/20
Iris Long	Exp. 01/17/20
June Patter son	Exp. 01/17/20
Debra Owens	Exp. 05/21/20
Chuck Coleman	Exp. 08/20/20

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 Miller	Exp. 03/05/2019
Gina Triplett (Alternate)	Exp. 03/05/2019
Lenoria Warmack	Exp. 03/06/2019
Ned Sanders	Exp. 02/04/20

BEAUTIFICATION COMMITTEE

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

2 Year Term

Toni Bailey	Exp. 07/16/20
Kathleen Gibbs	Exp. 02/06/19
Gabe Henderson	Exp. 02/18/21
Avis Love	Exp. 11/6/19
George Williams	Exp. 11/6/19
Vacant	
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BUILDING AUTHORITY COMMISSION - *Inactive*
[MEETINGS: Second Monday in January]

3 Year Term	5 Members	State Law and Resolution 74-1-39
Nathaniel Elcock		Exp. 12/31/05
Hersey Bryant, (C)		Exp. 12/31/00
Horace Wells		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
Vacant		**Ex. Officio**
Troy Seaton	Dist. 1	Exp. 01/17/20
~~Leon Houston~~	~~Dist. 2~~	~~Exp.~~ Served Notice; Returned
Vacant	Dist. 3	Exp.
Octavia Smith	Dist. 4	Exp. 07/03/20
Thelma Jean Overman	Dist. 5	Exp. 02/06/20
Connie R. Mitchell	Dist. 6	Exp. 02/04/22
Sandra Watley	**Mayoral**	Exp. 01/03/20
Steven Chisholm	At-Large	Exp. 01/17/20

CIVIL SERVICE COMMISSION AND BOARD OF ETHICS
[MEETINGS: Monthly]

3 Year Term	3 Members	Ordinances 237 & 559
Clarence Oden		Exp. 6/18/15
Vacant - (Employee Representative)		
~~James White~~		Exp. 12/04/11
- (Commission Appointment)		

CONDEMNATION BOARD
[MEETINGS: AS NEEDED]

	5 Members	Ordinance 150.140 thru 150.145	
Mark Minch (Building Contractor)		Exp. 9/19	(1 Year Term)
Deborah Owens (General Member)		Exp. 9/19	(2 Year Term)
Guy Borrusch General Member)		Exp. 9/19	(2 Year Term)
Dorsey Williams (Contractor)		Exp. 9/20	(3 Year Term)
James Garett (Engineer)		Exp. 9/20	(3 Year Term)
Charles Rizzon (Alternate)		Exp. 12/19	

CONSTRUCTION BOARD OF APPEALS/PROPERTY MAINTENANCE BOARD

[MEETINGS: As required]

3 Year Term	3 Members	Ordinance
Shirley Hankerson		Exp. 12/21
Yvette Brock		Exp. 12/21
Charles Rizzo		Exp. 12/21
Rebecca Daniels		Exp. 02/22
Tom Michelini		Exp. 04/19
– Building 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
Connie R. Mitchell		Tenure
Martha Theis		Exp. 12/17/22
Angela Dodson		Exp. 02/19/22
Cynthia Adams (Secretary)		Exp. 12/17/22 – RESIGNED
Britni Abiolu (Vice Chair)		Exp. 05/18/19- RESIGNED
Peter Cimeot		Exp. 01/21/18
Akindele Akinyemi (Chair)		Exp. 02/16/19-RESIGNED
Val Ogbonaya		Exp. 07/20/19 –RESIGNED
Winston Wade		Exp. 07/17/21
Rerhi Onomake (Treasurer)		Exp. 3/16/19
Uche Ndubuisi		Exp. 7/20/19
Clarence Oden		Exp. 7/1/23

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
Bishop Walter Starghill, Jr.		Exp. 06/07/16
Winnie Nwankwo		Exp. 05/18/21 –RESIGNED
Akindele Akinyemi		Exp. 05/18/21 –RESIGNED
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
Charmaine Kennedy		Exp. 01/17/23
Connie R. Mitchell		Exp. 02/06/23

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)		

ELECTION COMMISSION

[Per the City Charter; Chapter 4; Section 4.1]
4 Year Term

Council Member (most votes)	
City Attorney	Tenure
City Clerk	Tenure
Catherine Morris (Mayor and Council appointee)	12/20
LaGina Washington (Mayor and Council appointee)	12/22

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

Caroline Smith	Exp. 03/24
Mable Stroman	Exp. 3/22
Ellis Clifton	Exp. 5/24
DaSalla Scott	Exp. 9/20 (Resident Housing)
George Williams	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

Theola Jones	Dist. 1	Exp. 02/06/19
Rhoda Littles	Dist. 2	Exp. 02/06/19
Ruth E. Williams	Dist. 3	Exp. 02/06/19
Vacant	Dist. 4	
Vacant	Dist. 5	
Jean Liddell	Dist. 6	Exp. 09/18/19
George Mitchell		Exp. 10/16/19
Gabe Henderson	Dist. ???	Exp. 08/20/20

LIBRARY BOARD **4 year term**

Michael Wells	Exp. 2019
Akindele Akinyemi	Exp. 2019
DeAndra Crystal-Rikay Watley	Exp. 2019
Dosye A. Thompson	Exp. 2019
Emmereal Shawn Wells	Exp. 2019
Ruth E. Williams	Exp. 2019

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

Nell Harrison	Dist. 1	Exp. 3/21/18
Curtistine Barge	Dist. 2	Exp. 1/20/18
Brittni Abiolu	Dist. 3	Exp. 3/7/18
Olubisi B. Ajetunmobi	Dist. 4	Exp. 1/20/18
Vacant	Dist. 5	
Barbara Cooper	Dist. 6	Exp. 5/2/18
Marie Jenkins	**Mayoral**	

Exp. 1/20/18

LOCAL OFFICERS COMPENSATION COMMISSION

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

7 Year Term	7 Members	State Law and Ordinance 409
Lenoria Warmack		Exp. 10/17/2023
Thelma Jean Overman		Exp. 10/17/2023
Debra Owens		Exp. 10/17/2023
Ann Gross		Exp. 12/5/2023
Ronald Johnson		Exp. 12/19/2023
George Williams		Exp. 12/19/2023
Aaron Sims		Exp. 01/03/2024

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
VACANT	Dist. 1	Exp. 03/20/19
Opal Nolen	Dist. 2	Exp. 11/6/19
Tania James	Dist. 3	Exp. 04/01/21
LaWanna Abney-Mitchell	Dist. 4	Exp. 02/19/20
VACANT	**Dist. 5**	**Exp. 02/19/20**
Connie R. Mitchell	Dist. 6	Exp. 09/05/19
Tonia Williams	Mayoral	Exp. 02/20/19
Shirley Hankerson	Mayoral	Exp. 4/15/21
Ned Sanders	Council	Exp. 07/07/19

PARKS AND RECREATION YOUTH COMMISSION

2 Year Term	6 Members	
Alisa Todd	Dist. 1	Exp. 3/7/18
Katrina Coats	Dist. 2	Exp. 3/7/18
Zeavean Johnson	Dist. 3	Exp. 3/7/18
William Grubbs	Dist. 4	Exp. 3/7/18
Taylor Todd	Dist. 5	Exp. 3/7/18
Demon Zimmerman	Dist. 6	Exp. 3/7/18
Tiwain Smith	**Mayoral**	Exp. 3/7/18

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 (Council appointee)		Exp. 12/18 – Resigned
Byron Nolen (Mayor)		Tenure
Darryl Davis (City appointee)		Exp. 3/22
Timothy Williams (Mayor Pro-Tem)		Exp. 7/19
Mack Willis		Exp. 2/20
James Garrett		Exp. 09/20
William Ratliff (Vice-Chair)		Exp. 07/22
Lynette Cain (Secretary)		Exp. 07/22
Steven Chisholm (Chair)		Exp. 07/22
Kim Faison		Exp. 01/21

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
Lorenzo A. Moner, Jr.	**Mayoral**	Exp. 12/17
Barry O'Bryan	Police Rep	
Jason Kaye	Fire Rep	

Sandra K.Watley	**City Council Rep**	Exp. 12/18
Velma Overman	Board of Trustee Rep	

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
Marcus Hendricks	App. 02/18/13
Dennis Welslo	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
Ruth E. Williams	Dist. 1	Exp. 02/15/19
Clarence Oden, Jr. (VC)	Dist. 2	Exp. 04/03/20
James Cross	Dist. 3	Exp. 07/01/16
Roosevelt Stubbs (S)	Dist. 4	Exp. 08/21/20
Vanola Williams	Dist. 5	Exp. 02/06/20
Norma McDaniel	Dist. 6	Exp. 10/05/18
Tom Michelini		Exp. 04/18/19
Teresa Patton		Exp. 08/06/21
Mac Willis		Exp. 11/05/21
Dorsey Williams		Exp. 07/1/22

Nankin Transit
[Meetings: Third Thursday of each month at 5:45 p.m., Nankin Transit [Jefferson Barns Community CTR. 32150 Dorsey Westland, MI. 48186]

Mayor Pro-Tem Timothy Williams	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. Tenure
Clarence Oden (Alternate)	Exp. Tenure

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
Connie R. Mitchell		Tenure
Brittni Abiolu		Exp. 6/06/22-RESIGNED
Avis Love		Exp. 03/20/23
Rerhi Onomake		Exp. 03/16/21
Dennis Weislow		Exp. 06/07/19
Charmaine Kennedy		Exp. 02/20/21
Mary Weislow (Treasurer)		Exp. 06/06/22

Winnie Nwankwo	Exp. 05/18/21
[illegible]dele Akinyemi	Exp. 05/18/21-RESIGNED

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
Darin Carrington, Treasurer	Tenure
Vacant Community	Tenure
Tonia C. Williams	Exp. 02/20/19
Vacant	Exp. 11/6/20

NOTES:

____ Vacancies and/or Expired terms   *Has not taken the oath

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor **Date: October 1, 2019**

From: Jerome Bivins, DPS Director **Date for Council's Consideration: October 7, 2019**

ACTION REQUESTED: Consider authorizing administration to approve the contract with Intertek PSI for John Daly Street Improvement Construction Inspection with an hourly rate of $68.00 per hour and overtime rate $90.00 per hour base on a full time inspector with 50 hours a week.

Current Action ___X___ Emergency ______ Future _______

Funds Budgeted: If Yes ____ Account # ________ No ____ N/A ____
Mayor's Approval Byron H. Nolen

BACKGROUND:

The inspection services provided shall include daily inspection of all work for conformance to City of Inkster and MDOT construction specifications as well as field and laboratory testing of aggregates, density, and concrete. The Inspector's Daily Reports (IDRs) documenting contractor's construction activities, quantities, and any contract variances and deficiencies.

SCOPE OF SERVICES:

To perform daily inspection of all work related to total reconstruction of John Daly Street from Michigan Avenue to Rouge River.

JUSTIFICATION:

To ensure that the reconstruction of the John Daly Street from Michigan Avenue to Rouge River and done in accordance with the City of Inkster and MDOT construction specifications.

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster

COSTS:

Construction Inspection with an hourly rate of $68.00 per hour and overtime rate $90.00 per hour based on a full-time inspector with estimated 50 hours a week.

PROJECTED TIME TABLE:

Estimate time table is (5) months inspection of the John Daly street from Michigan Avenue to Rouge River.

RESOLUTION:

Authorization is hereby given to administration to approve the contract with Intertek PSI for John Daly Street Improvement Construction Inspection with an hourly rate of $68.00 per hour and overtime rate $90.00 per hour based on a full-time inspector with estimated 50 hours a week.

Resolved by ____________________ Seconded by ____________________

Yes:
No:
Absent:

CONSULTANT SERVICES AGREEMENT

OWNER Address	City of Inkster 26215 Trowbridge Inkster, MI 48141	Project Name: Construction Inspection Services for John Daly Street Improvements Consultant: Intertek Professional Services Industries, Inc. Address: 37483 Interchange Drive, Farmington Hills, MI 48335
Telephone		Telephone (248) 957-9911
OWNER Contact	Jerome Bivins, DPS Director	Consultant PM
OWNER Job No.	20-02_INK	Consultant Job No.

This AGREEMENT is made by and between City of Inkster, hereinafter called "OWNER," and Intertek Professional Services Industries, Inc. (PSI), hereinafter called "CONSULTANT", for professional consulting services as specified herein. CONSULTANT agrees to provide OWNER with requested consulting services more specifically described as in Attachment A):

The GENERAL CONDITIONS and the following Attachments are hereby made a part of the AGREEMENT:

☒ Attachment A: Scope of Services and Schedule of Unit Rates
☐ Attachment B: Schedule of Unit Rates
☐ Attachment C: ______
or
☐ Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this AGREEMENT, CONSULTANT acknowledges that it has read and fully understands this AGREEMENT and all attachments thereto. OWNER agrees to pay CONSULTANT for services described herein upon receipt of invoice by OWNER for the CONSULTANT's estimated fee as described below:

☐ BY LUMP SUM: $____.
☒ BY TIME AND MATERIALS: $68/hr. Standard Rate and $90/hr. Overtime Rate.
☐ BY OTHER PAYMENT METHOD (See Attachment ____): $____.
☐ AS SHOWN ON SERIALLY NUMBERED WORK AUTHORIZATIONS USING EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT:

OWNER	CONSULTANT
BY: ______ AUTHORIZED REPRESENTATIVE	BY: ______ AUTHORIZED REPRESENTATIVE
PRINT NAME: ______	PRINT NAME: ______
TITLE: ______	TITLE: ______
DATE: ______, 2019	DATE: ______, 2019
	OFFICE: ______
	ADDRESS: ______

PLEASE SIGN AND RETURN ONE COPY TO OWNER (ADDRESS ABOVE).

SECTION I - PERFORMANCE OF SERVICES

1.1 General
CONSULTANT shall perform the Services as specified in the Scope of Services under the general direction of OWNER and shall furnish all labor, materials, supplies, equipment, supervision, and other work necessary for and incident to the performance of the Services.

1.2 Standard of Practice
The standard of practice applicable to CONSULTANT's Services will be the degree of skill and diligence normally employed by others performing the same or similar Services. The CONSULTANT will re-perform any services not meeting this standard without additional compensation. If such deficiencies are not corrected in a timely manner, OWNER may cause the same to be corrected and deduct costs incurred from CONSULTANT's compensation.

SECTION II - Terms of Payment

2.1 Invoicing
The CONSULTANT may submit invoices to OWNER for progress payments not more than once each month. Such invoices will represent the total value of the completed Scope of Services including those of CONSULTANT and its Subconsultants, and will be prepared in a form and supported by such documentation as OWNER may reasonably require. Invoices will be reviewed and approved by OWNER representative prior to payment to the CONSULTANT.

2.2 Progress Payments
OWNER will pay CONSULTANT within THIRTY (30) working days for the approved invoice amount. OWNER Payments to CONSULTANT will not constitute acceptance of work under the Scope of Services.

2.3 Final Payment
Upon completion of the Scope of Services, the CONSULTANT will notify OWNER in writing that the Scope of Services is complete and that final payment is due. If the Scope of Services has been completed to the satisfaction of OWNER and all other provisions of this AGREEMENT fulfilled, the final payment will be made within thirty (30) working days of receipt of said notification and verification by the OWNER.

2.4 Liens
CONSULTANT will promptly pay for all services, labor, material, and equipment used or employed in the Scope of Services, and will maintain all materials, equipment, structures, buildings, premises, and other subject matter hereof, free and clear of mechanic's or other liens. CONSULTANT will, upon completion of the Scope of Services and before final payment, furnish OWNER with reasonable evidence that all services, labor, materials, and equipment have been paid for in full.

2.5 Remedies
In the event of any breach by CONSULTANT of any provision or obligation of this AGREEMENT or in the event of the assertion in writing by other parties of any claim or lien against OWNER, the OWNER, or the OWNER's premises, arising out of CONSULTANT's performance of this AGREEMENT, OWNER shall have the right to retain out of any payments due or to become due to CONSULTANT an amount sufficient to completely protect the OWNER from any and all loss, damage, or expense therefrom, until the breach, claim, or lien has been satisfactorily remedied or adjusted by the CONSULTANT.

SECTION III - Schedules and Delays

3.1 Time Schedule
Time is of the essence in this AGREEMENT. CONSULTANT shall promptly perform all Services as provided for under this AGREEMENT in a proper, efficient, and professional manner in accordance with the applicable standard of practice and the requirements of the OWNER, and within the time schedule and/or terms of completion specified in the Scope of Services. By signing this AGREEMENT, CONSULTANT acknowledges that the time schedule and/or terms of completion are acceptable and reasonable.

3.2 Delays
In the event CONSULTANT's performance of this AGREEMENT is delayed or interfered with by acts of the OWNER, or others, CONSULTANT may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or rates, or to damages as a consequence of such delays unless specifically provided for in the CONTRACT and agreeable to the OWNER. No allowance for an extension of time or increase in fee, for any cause whatever, may be claimed by the CONSULTANT unless CONSULTANT shall have made written request to OWNER for such extension or increase, including proposed revisions to the schedule, within five (5) working days after any event or condition impairing CONSULTANT's ability to meet the schedule, and such request is agreed to in writing by the OWNER.

SECTION IV - Termination

4.1 Termination for Convenience
All or part of this AGREEMENT may be terminated by OWNER for its convenience by giving five (5) working days' written notice to CONSULTANT. In such event, OWNER'S only obligation to CONSULTANT shall be compensation for Services competently performed up to the date of termination in accordance with SECTION II herein upon delivery of all instruments of Services to OWNER.

4.2 Termination for Cause
OWNER may, by giving five (5) working days' written notice, terminate the whole or any part of the AGREEMENT for cause in the event that the CONSULTANT fails to perform any of the provisions of this AGREEMENT or any other agreement with OWNER; or, fails to make progress as to endanger performance of the AGREEMENT in accordance with its terms as determined by OWNER; or, in the opinion of OWNER, is believed to be financially, legally, or otherwise incapable of completing the Services in accordance with this AGREEMENT; or, ceases to pay its debts as they become due. If CONSULTANT does not cure such failure to OWNER'S reasonable satisfaction within a period of five (5) working days after receipt of notice from OWNER specifying such failure, OWNER shall deduct from amounts owed to CONSULTANT any costs required to correct or re-perform CONSULTANT's services.

SECTION V - Insurance

5.1 Insurance
CONSULTANT shall procure and maintain insurance coverage from "A.M. Best" rated insurance companies acceptable to CLIENT and authorized to provide insurance in the states in which the Services are to be performed and for the entire period Services are to be performed by CONSULTANT under this AGREEMENT. Such insurance shall comply with the following minimum requirements:

(a) Workers Compensation Insurance in the statutory amount and Employer's Liability Insurance in an amount not less than $500,000 for all of CONSULTANT's employees. In case any such Services are sublet, the CONSULTANT shall require all its subconsultants to similarly provide the same level of insurance for all of their employees.

(b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to others and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with not less than $1,000,000 combined single limits.

(c) Commercial general liability insurance including Blanket Contractual, XCU Hazards, Broad Form Property Damage, Completed Operations, and Independent Contractor's Liability covering claims for injuries to members of the public or damage to property of others arising out of any negligent act or omission of the CONSULTANT or of any of its employees, agents, or subconsultants, with not less than $1,000,000 per occurrence and in the aggregate.

(d) Professional liability insurance of not less than $1,000,000 per claim and in the aggregate.

(e) Nothing contained in this AGREEMENT or in such policies shall be in any way construed to limit the liability of CONSULTANT or its subconsultants under this AGREEMENT.

5.2 Certificate of Insurance

CONSULTANT shall, upon execution of this AGREEMENT, prior to starting the Scope of Services, and annually thereafter, during the term of this AGREEMENT, provide OWNER with a certificate of insurance for such policies. OWNER will be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverages identified in Items 5.1(b) and 5.1.(c), and CONSULTANT waives subrogation against OWNER as to all policies. Such insurance shall be the primary coverage to OWNER. All insurance certificates will state that the insurance carrier will give OWNER thirty (30) calendar days' notice of cancellation or non-renewal in accordance with policy provisions. CONSULTANT shall reference OWNER'S project number on the certificate of insurance.

SECTION VI - Indemnification

6.1 Indemnification

To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold harmless OWNER and each of their officials, directors, and employees from and against any and all liability including but not limited to third party claims, demands, judgments, loss, damages, or expenses including reasonable attorney's fees, on account of injuries, disease, or death to any person, including CONSULTANT's employees, or damage to property, to the extent arising out of or in connection with willful misconduct or negligent performance or other breach of obligation hereunder by CONSULTANT or any of its employees, subconsultants, suppliers, and agents.

In addition, to the fullest extent permitted by law, and without limiting any of the foregoing, CONSULTANT shall indemnify and hold harmless OWNER and each of their officials, directors, and employees against all liability, cost, expense, reasonable attorney's fees, claims, loss, or damage arising from the following:

(a) A violation by CONSULTANT or its subconsultants of any applicable federal, state, or local law, rule, or regulation including, without limitation, rules and regulations in this AGREEMENT.

(b) Any penalty or fine incurred by or assessed against OWNER to the extent caused by CONSULTANT, its employees, agents, suppliers, or subconsultants;

(c) Any injury, illness, disease, death, or other harm suffered or incurred by an employee of the CONSULTANT, or any employee of its subconsultants or agents, resulting from the failure of CONSULTANT or its employees, subconsultants, or agents to comply with applicable health and safety procedures, regardless of whether or not CONSULTANT has adopted OWNER, or federal, state, or local safety and health protocols and procedures as required under this AGREEMENT;

(d) Any patent or copyright infringement by CONSULTANT or its subconsultants or suppliers;

(e) Any lien or other claim by CONSULTANT or its subconsultants or suppliers inconsistent with this AGREEMENT.

SECTION VII - Health and Safety

7.1 Work Environment

CONSULTANT shall place a high priority on health and safety and shall maintain a safe working environment during performance of the Services. CONSULTANT shall comply, and shall secure compliance by its employees, agents, and subconsultants, with all applicable federal, state, and local health, safety, and security laws and regulations; any applicable health and safety plans; or any rules and regulations issued by OWNER. Compliance with such requirements shall represent the minimum standard required of CONSULTANT. CONSULTANT shall be responsible for determining whether additional or more stringent health, safety, and security provisions are required for the Services.

7.2 Protective Devices and Clothing

To the extent applicable hereto, CONSULTANT agrees to furnish protective devices and clothing required by applicable laws, regulations, health and safety plans, and OWNER's rules and regulations, and will ensure that such devices and clothing are properly used by its employees, agents, subconsultants and other invitees of CONSULTANT at the job site.

7.3 Training and Monitoring

To the extent applicable hereto, CONSULTANT agrees to comply with training and medical monitoring requirements regarding its employees, agents, subconsultants, and other invitees as required by applicable laws, regulations, health and safety plans, and OWNER's rules and regulations, and to pay the costs and expenses thereof; and warrants that all such persons shall be fit and qualified to carry out the work.

7.4 Subsurface Impediments

To the extent applicable hereto, CONSULTANT shall be fully responsible for locating and physically marking subsurface utilities and other subsurface structures or facilities which lie within the work area prior to starting any subsurface work except for private utilities, structures, or facilities that would not be marked by the a one-call locating service, in which case CONSULTANT shall have the duty to coordinate with the owner prior to performing any Services to properly locate any private utilities, structures, or facilities.

7.5 Notification and Reporting

CONSULTANT acknowledges that due to the nature of on-site Services, hazardous or dangerous conditions may exist. Accordingly, prior to commencement of Services, CONSULTANT shall notify OWNER of the existence of any visible hazardous or dangerous conditions, and instruct its employees, agents, or subconsultants and other invitees of such conditions and the safety measures to be taken in connection therewith. CONSULTANT shall immediately report to OWNER, both verbally and in a follow-up writing, all accidents in connection with the Services that result in death, personal injury, or property damage. OWNER does not assume any duties, responsibilities, obligations, or liabilities attributable to CONSULTANT or any of its subconsultants under this AGREEMENT.

SECTION VIII - Other Conditions

8.1 Independent Contractor
CONSULTANT is an independent contractor and will maintain complete control of and responsibility for its employees, subconsultants, and agents. The CONSULTANT shall also be solely responsible for the means, methods, techniques, sequences, or procedures for carrying out the Scope of Services and for the safety of its employees, agents, subconsultants, and invitees. Nothing contained in this AGREEMENT will create any contractual relationship between OWNER and SUBCONSULTANT.

8.2 CONSULTANT'S subconsultants
If CONSULTANT'S proposed or existing subconsultant will be performing a portion of the Scope of Services hereunder CONSULTANT must, before work is begun, submit its subconsultant for written approval by OWNER. CONSULTANT will bind all subconsultants to this AGREEMENT. Neither this AGREEMENT nor any agreement between CONSULTANTS and its subconsultant will create any contractual relationship between any subconsultant and OWNER, nor any liability of OWNER to any subconsultant.

8.3 Instruments of Services
Except when otherwise authorized in writing by OWNER, all Instruments of Services including, but not limited to, drawings, specifications, technical data, computer programs, and other information furnished to CONSULTANT by OWNER or developed by CONSULTANT or others in connection with the Services rendered are, and will remain, the property of OWNER and may not be copied or otherwise reproduced or used in any way (except in connection with the Scope of Services) or disclosed to third parties or used in any manner detrimental to the interest of OWNER. CONSULTANT may retain one (1) copy of all Instruments of Service for internal record-keeping purposes. However, none of the instruments of Services are intended or represented to be suitable for reuse by OWNER, or others on extensions of this project or on any other project.

8.4 Equal Opportunity
To the extent applicable hereto, CONSULTANT will, in the performance of this AGREEMENT, comply with all federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity or employment generally.

8.5 Assignments
This AGREEMENT and the rights and duties hereunder will not be assigned, subcontracted, or transferred by CONSULTANT, in whole or in part, without OWNER'S prior written approval.

8.6 Force Majeure
Neither party to this AGREEMENT will be liable to the other party for delays, including direct or indirect cost resulting from such delays that result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

8.7 Authorization to Proceed
Execution of this AGREEMENT and serially numbered Work Authorizations as applicable, by OWNER will be authorization for CONSULTANT to proceed with the Scope of Services, unless otherwise provided for in this AGREEMENT.

8.8 No Third Party Beneficiaries
This AGREEMENT gives no rights or benefits to anyone other than the CONSULTANT and OWNER has no third-party beneficiaries.

8.9 Governing Law
The law of the state shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

8.10 Severability and Survival
If any of the provisions contained in this AGREEMENT are held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8.11 Joint Preparation
This AGREEMENT shall be deemed to have been jointly prepared by OWNER and CONSULTANT, and/or their respective attorneys for purposes of interpretation and for resolving any ambiguity herein.

8.12 Waiver
No failure or delay on the part of OWNER in exercising any right, power, or remedy under this AGREEMENT shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof. The remedies provided in this AGREEMENT are cumulative and not exclusive of any remedies provided by law.

8.13 Notice
Any notice, demand, or other communication required or requested to be given under this AGREEMENT to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

8.14 Dispute Resolution
The dispute resolution provision of the AGREEMENT shall govern disputes arising under this AGREEMENT.

If a dispute involves only the parties to this AGREEMENT, and if negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that each dispute, claim or controversy arising from or related to this AGREEMENT or the relationships which result from this AGREEMENT shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

8.15 Headings
Headings used in this AGREEMENT are for the convenience of reference only and shall not affect the construction of this AGREEMENT.

8.16 Entire Agreement
This AGREEMENT, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire agreement between the parties and shall not in any way be modified, varied, or amended unless in writing signed by the parties. All prior negotiations, writings, and understandings relating to the subject matter of this AGREEMENT are merged herein and are superseded and cancelled by this AGREEMENT.

8.17 Mutual Risk Limitation
Should CONSULTANT be found to have been negligent in the performance of its work, or to have made and breached any express or implied warranty, representation or contract, the parties agree that the maximum aggregate amount of the liability of CONSULTANT to OWNER, its officials, employees and agents, or anyone claiming through that other party, shall be limited to $250,000.00 or the total dollar value of this agreement, including any subsequent amendments hereto, whichever is greater. OWNER shall not be liable to CONSULTANT in contract, tort (including negligence and breach of statutory duty) or otherwise for loss of profit (whether direct or indirect) or for any indirect, consequential, punitive or special loss or damage, including without limitation loss of profits, revenue, business, or anticipated savings (even when advised of their possibility)

ATTACHMENT A

September 20, 2019

Mr. Daniel Guastella
Alfred Benesch & Company
615 Griswold St. Detroit Mi 48226

RE: Proposal for Inspection Services
City of Inkster, John Daly Street Reconstruction

Dear Mr. Guastella,

Professional Service Industries, Inc., (PSI) an Intertek Company, would like to thank you for inviting us to propose our services to the City of Inkster for the Reconstruction of John Daly Street.

PSI is the largest independent testing firm in the United States and ranks #14 on Engineering News Record (ENR) list of Top 500 Design Firms in 2018. We are conveniently located close to the City of Inkster, in Farmington Hills. We have 6 other labs/offices in Michigan including locations in Detroit and Macomb that could be used as needed. Our laboratories are accredited through the AASHTO AMRL and CCRL as well as certified by the Army Corps of Engineers. In addition to our many offices in Michigan, PSI also operates more than 125 locations throughout the U.S. PSI can bring national resources to your local projects with the vast network of offices that we have, which gives us a unique advantage in being able to provide expertise in every aspect of your complex engineering and construction challenges.

PSI brings extensive experience in providing soils, foundations, and materials testing services, as well as special structural integrity assessments, commissioning services, threshold building inspections, and other special inspections as necessary for the new facilities, refurbishments, design and construction for vertical and horizontal construction. We have a long history of providing these services to general contractors throughout the United States and in the State of Michigan including Alfred Benesch & Company, City of Detroit, Wayne County and their stakeholders.

The benefits we will bring to your project include:
Strong Experience in Michigan - Professional Service Industries, Inc. has provided its services for countless projects of all magnitudes in Michigan dating back to the 1930s.
Value - We have a reputation for providing practical solutions that enhance the value of our service while reducing your cost.
Comprehensive Service - Quality control of your projects is maximized through the use of our in-house laboratories and full-strength multi-service line capabilities.
Detroit Office - PSI will staff the project with as many Engineering technicians that are Detroit residents and pay Detroit taxes as are available.
Unlimited Resource - As indicated by our proposal, PSI will dedicate any and all resources to assure that these projects receive the highest quality of service possible.

Integrated Project Team - PSI has assembled a team of senior engineers and senior technicians. Our team has the specific qualifications and experience to successfully address the complex challenges associated with the construction of these projects.

We believe that PSI is the best choice to provide testing and inspection services for this project. This is a very important and exciting project for the City of Detroit and Wayne County. PSI strives to not simply be a Testing and Inspection Company but a Team Partner assisting to make sure that these projects are built properly and are safe for the millions of visitors that will visit this property and spend their dollars to visit this great town over the next several generations. PSI protects the interests of our clients and we believe in getting the job done right the first time. It is our philosophy to earn credibility with our clients on each job we complete. Should you have any questions or need additional information, please do not hesitate to contact us at (313) 964-2390 or (248) 957-9911. Should you have any questions or require additional information, we would be pleased to meet with you at your convenience.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Scott A. Stanley

SCOTT A. STANLEY
PROJECT MANAGER / CONSTRUCTION SERVICES

ABDULKAREEM KUARYOUTI
DEPARTMENT MANAGER
BUILDING & CONSTRUCTION

MAHMOUD E. EL-GAMAL, PH.D., P.E., D.GE
CHIEF ENGINEER / REGIONAL VICE PRESIDENT
BUILDING & CONSTRUCTION

intertek
psi

Understanding of the Project

We are extremely excited to propose Material Testing Services for the City of Inkster's John Daly Street Reconstruction Projec.

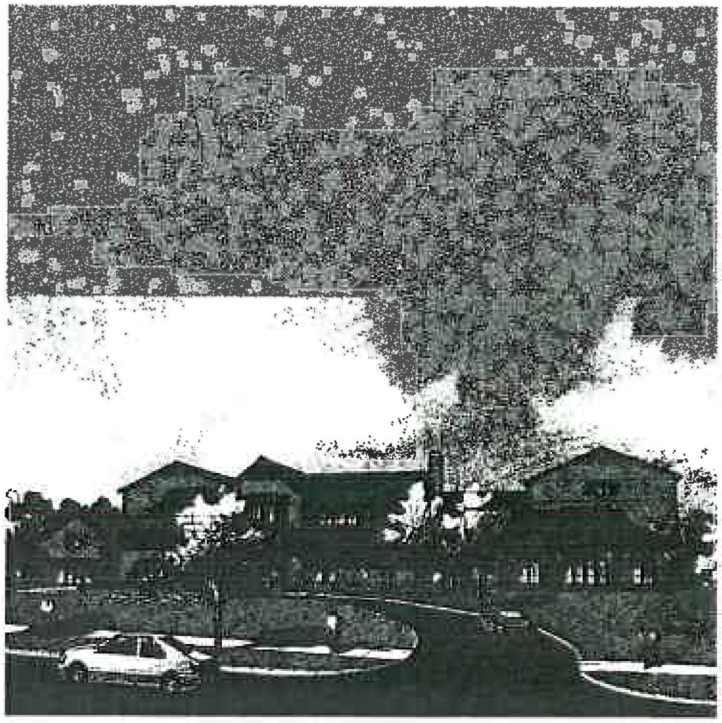
Intertek-PSI understands that the project will involve the replacement of watermain with storm sewer improvements and the reconstruction of ADA sidewalks and ramps. At the pre-bid meeting plans and specs were reviewed and a general working knowledge of the improvements was gained.

Work Plan

- Observe and record daily contractor activities and quantities for utility and street construction as described in Attachment A.
- The inspector shall have the ability to use "FieldBook" software efficiently for daily inspection reporting and shall provide all necessary equipment/software to do so.
- Review and monitor traffic control for conformance to MMUTCD.
- Create/maintain as-built drawings to document variances from original contract documents.
- Coordinate materials sampling, testing and test result verification.
- Perform density testing on sand backfill, sand sub-base, and aggregate base. Inspector shall provide all necessary materials and equipment to perform testing. Inspector shall have MDOT Density Technology certification.
- Ability to test concrete (air entrainment, slump, cylinders, etc). Inspector shall provide all necessary materials and equipment to perform testing. Inspector shall have MCA/ACI Level I Field Testing Certification.
- Perform aggregate testing, including field sampling and sieve analysis. Inspector shall have Michigan Certified Aggregate Technician Level 1 certification.
- Inspector shall have Construction Site Storm Water Operator Certification and perform all required inspections for compliance with the Soil Erosion and Sedimentation Control permits.
- Inspector shall be made available during project closeout, for any questions related to daily inspection reports or final pay item quantities.
- Inspector may be required to assist with layout of curb, gutter and ADA sidewalk ramps to line and grade.

Experience

PSI-Intertek has extensive experience in exactly the same roll as is needed for this reconstruction project.



intertek psi

BALFOUR SENIOR LIVING
ANN ARBOR, MICHIGAN

Client
Northstar Commercial Partners
1999 Broadway, Suite 3500
Denver, Colorado 8002
Contact: Jason Marcotte
Phone: 303-893-9500
Email: jason@northstarcp.com

Owner
Balfour Senior Living
1331 Hecla Drive
Louisville, Colorado 80027

Performance Period
March 2018 – Scheduled to open September 2019

Project Value
$3,000,000 (total cost); $145,950 (PSI fees to date)

Key Personnel
Abdulkareem Kuaryouti - Project Director
Scott Stanley - Project Engineer

Services Provided
Construction Materials Testing Observation & Services

Description
Retirement/Assisted-Living Community - New Development at 2830 South Main Street in Ann Arbor, Michigan

PSI scope of work
PSI performed soil sampling and laboratory testing, in-place soil density testing, shallow foundation soils observation, concrete sampling and testing, reinforcing steel observation, structural steel observation, proofroll observation, masonry inspection, and sprayed fire-resistive material (SFRM) inspection.

LOVE'S TRAVEL STOPS

FRENCHTOWN AND MILAN, MICHIGAN

Client / Owner
Love's Travel Stops Stores, Inc.
10601 N Pennsylvania Avenue
Oklahoma City, OK 73120
Contact: Kevin McIlvaine
Phone: 405-302-6620
Email: kevin.mcilvaine@loves.com

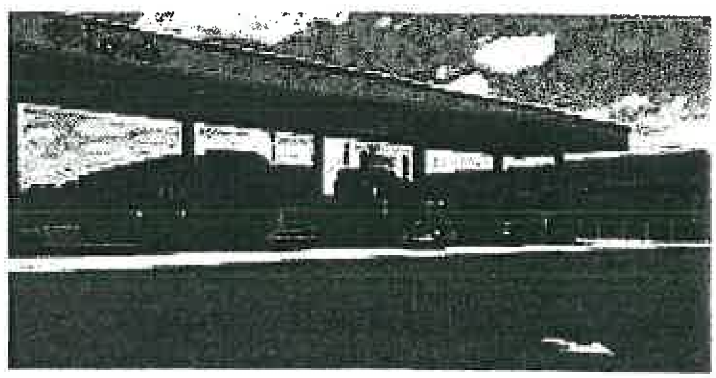
Performance Period
Store # 645 - Frenchtown, MI - September 2017 to October 2018; 1609 Nadeau Road, Monroe
Store # 757 – Milan, MI – March 2019 – On-going; 14137 Plank Road, Milan

Project Value (PSI fees)
Frenchtown - ~ $137,200
Milan - $49,000 (billed to date)

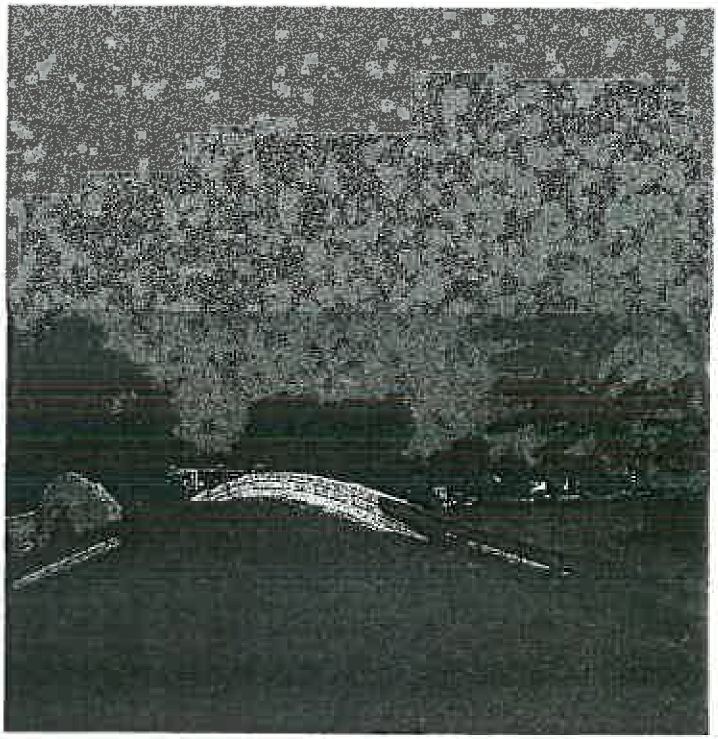
Key Personnel
Abdulkareem Kuaryouti – Project Manager
Scott Stanley - Project Engineer

Services Provided
Construction Materials Testing & Observation Services

Description
Love's Travel Stops are fueling stations with an attached restaurant, trucking supplies, showers and RV dump stations.



Scope of Work
- In-Place Density Testing
- Concrete and Asphalt Testing
- Structural Masonry Inspection
- Structural Steel Inspection
- Shallow Foundations
- Proof-Rolling



intertek psi

DOWNRIVER ROADWAY & SEWER PROJECTS
MICHIGAN

Client
Charles E Raines Company
17700 Fort Street
Riverview, Michigan 48193
Contact: Bill Bettendorf
Phone: 313-285-7510
Email: bbettendorf@charlesraines.com

Owners
Communities of Flat Rock, Melvindale, Riverview, Allen Park and Gibraltar, Michigan

Performance Period
2015 - Current

Project Value
~$12,000,000 (total cost)
~$200,000 (PSI fees to date)

Key Personnel
Mahmoud El-Gamal, PhD, PE – Project Director
Khaled Abusabha - Staff Engineer

Services Provided
Construction Materials Testing and Observation Services

Description
As-Needed Roadway & Sewer Improvements - Reconstruction and Rehabilitation of Roadways and Streets; Storm and Sanitary Sewer Replacement and Water Main Replacement at various locations throughout the Downriver communities of Flat Rock, Melvindale, Riverview, Allen Park and Gibraltar

FLAT ROCK MI INC. 1965 · RIVERVIEW 1923 MICHIGAN · City of MELVINDALE, Michigan · Gibraltar

intertek psi

CITY OF DEARBORN
VARIOUS PROJECTS
DEARBORN, MICHIGAN

Client/Owner
City of Dearborn
16901 Michigan Avenue, Suite 12
Dearborn, Michigan 48126
Contact: Ed Sajewski
Phone: 734-943-2375
Email: esajewski@ci.dearborn.mi

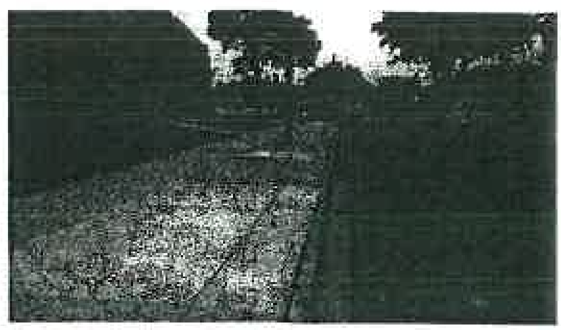
Performance Period - Various Projects
2008 - Current

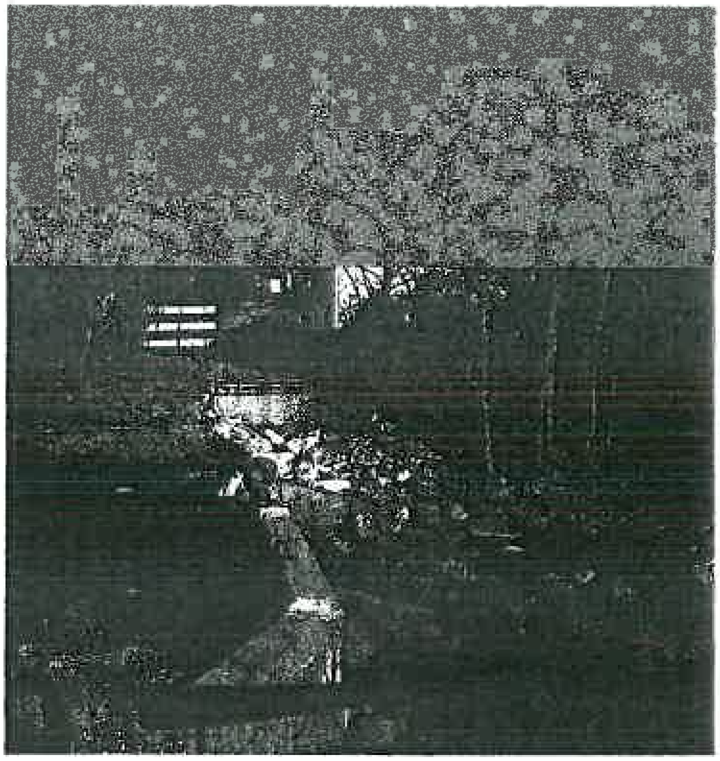
Project Value
Over $500,000 (PSI fees)

Key Personnel
Mahmoud El-Gamal, PhD, PE - Project Director
Arif Cekic, PhD, PE – Geotechnical Services Manager

Services Provided
Geotechnical Soil Borings; Petrographic Analysis; Density Testing; Asphalt & Concrete Testing

Description
As Needed Geotechnical Subsurface Investigation and Construction Materials Testing and Observation for Reconstruction and Rehabilitation of Streets and Sidewalks, Storm and Sanitary Sewer Replacement and Water Main Replacement




Pedestrian Bridge to be Renovated

intertek psi

CITY OF ANN ARBOR
AS NEEDED ROADWAY, WATER/WASTEWATER
ANN ARBOR, MICHIGAN

Client / Owner
City of Ann Arbor
301 East Huron Street
Ann Arbor, Michigan 48104
Contact: David Dykman
Phone: 734-794-6410
Email: ddykman@a2gov.org

Performance Period - Various Projects
2008 - Current

Project Value
~ $130 Million (total cost)
~ $900,000 (PSI fees to date)

Key Personnel
Mahmoud El-Gamal, PhD, PE - Project Director
Arif Cekic, PhD, PE - Geotechnical Project Manager
Khaled Abusabha - Construction Services Engineer

Services Provided
Geotechnical Services; Construction Materials Testing & Observation

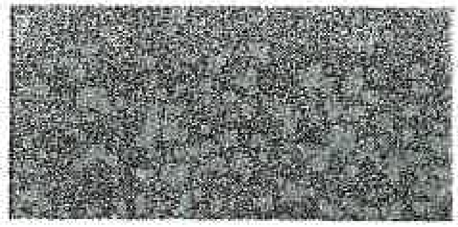
Description
As-Needed Services for Reconstruction and Rehabilitation of Roadways, Streets and Bridges; Storm and Sanitary Sewer Replacement and Water Main Replacement at various locations throughout the City

Scope of Work
Geotechnical Subsurface Investigation, Soil Borings; Petrographic Analysis; Foundation Recommendations
Construction Services: In-Place Soil Density Testing; Asphalt & Concrete Materials Testing

intertek psi

Resumes

All dedicated staff have at least a minimum of 5 years of experience on municipal water main, street and utility construction projects.



SCOTT A STANLEY

CONSTRUCTION SERVICES PROJECT ENGINEER

FARMINGTON HILLS, MICHIGAN

YEAR STARTED WITH INTERTEK-PSI: 2017 / YEARS OF EXPERIENCE WITH OTHER FIRMS: 26

Education

- BS in Civil Engineering, Michigan Technological University, 1991 - Construction and Construction Management Minor

Certifications/Registrations/Technical Training

- MDEQ Certified Soil Erosion and Sedimentation Control Inspector
- Michigan Certified Aggregate Technician, Level 1

Affiliations/Memberships

- American Concrete Institute (ACI)
- Michigan Concrete Association (MCA)
- American Public Works Association (APWA)
- National Rural Water Association (NRWA)
- American Water Works Association (AWWA)
- American Society of Civil Engineers (ASCE)
- National Society of Professional Engineers (NSPE)
- The Engineering Society of Detroit (ESD)

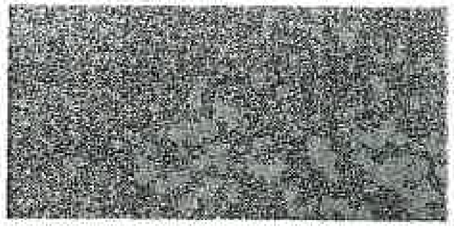
Professional Experience

Mr. Stanley is a Civil Project Engineer with more than 25 years of experience in engineering. He served municipalities throughout the state of Wisconsin as a staff engineer and then Assistant City Engineer. Most recently Mr. Stanley was the Construction Materials Engineer and Quality Control Supervisor for the Edw. C. Levy Company in Detroit where he oversaw quality control technicians provide aggregate testing services. Prior to that, Mr. Stanley was a design engineer with the Road Commission for Oakland County, designing Federal Aid Urban funded transportation projects as well as the Plat Engineer for the RCOC, approving all new public road construction. Mr. Stanley has a broad range of public works and civil engineering design and construction experience.

Representative Project Experience

- Project Engineer for Annual Sewerage Lift Station Rehabilitation Program, City of Cedarburg, WI
- Project Engineer for Special Assessment Districts for Annual Road Improvement and Sidewalk Program, City of Cedarburg, WI
- Directed Non-Point Source Pollution Abatement Program, City of Mequon, WI
- Administered Stormwater Management Program including review and approval of development plans, SWPPP's, Outfall Monitoring, and Public Information and Education, City of Mequon, WI

- Administered the Private-to-Public Road Transfer process in accordance with Public Act 336, Road Commission for Oakland County.
- Administered the Public Road Abandonment process in accordance with Public Act 283, Road Commission for Oakland County.
- Administered Design Review and Construction of all new public road subdivision project under the jurisdiction of Road Commission for Oakland County.



REGINALD J TATUM

CONSTRUCTION SERVICES FIELD TECHNICIAN

FARMINGTON HILLS, MICHIGAN

YEAR STARTED WITH INTERTEK-PSI: 2009 / YEARS OF EXPERIENCE WITH OTHER FIRMS: 6

Certifications/Registrations/Technical Training

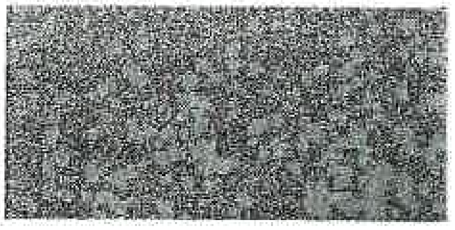
- Moisture/Density Gauge Operator
- MDOT Density
- MDOT HMA
- ACI/MCA Level 2 Field Testing expires 3/13/2022

Professional Experience

Mr. Tatum is a Field Technician in the Construction Service Materials Testing Department of PSI's Farmington Hills, Michigan office. With approximately 16 years of experience, Mr. Tatum has a background in field observation and testing of construction materials including concrete testing, reinforcing steel observation, foundations, proofrolling, helical piers, H-pile driving observation, coring and in-place density testing of both soils and bituminous concrete (asphalt) paving.

Representative Project Experience

- Joy Rd/ Davison Rd, Detroit — QC MDOT concrete testing, QC MDOT density testing
- Northwestern Service Dr, Southfield — Field observation and construction materials testing including concrete testing, in-place soil density testing, proofroll, ADA, driveway approach, concrete beams
- City of Ann Arbor (Springwater subdivision) – Field observation and construction materials testing including concrete testing and asphalt testing
- YBY Lincoln School, Southfield — Field observation and construction materials testing including concrete testing and in-place soil density testing, masonry, foundations, reinforcing steel and helical piers
- Detroit Wildlife — Field observation and construction materials testing including concrete testing and in-place soil density testing, sidewalks, proofroll
- Marathon DHOUP – field observation and construction materials testing including 6000+ H-pile observations, concrete testing and in-place soil density testing, masonry, foundations, and reinforcing steel



PAUL WHEAT

CONSTRUCTION SERVICES FIELD TECHNICIAN

FARMINGTON HILLS, MICHIGAN

YEAR STARTED WITH INTERTEK-PSI: 2016 / YEARS OF EXPERIENCE WITH OTHER FIRMS: 5

Certifications/Registrations/Technical Training

- Moisture/Density Gauge Operator
- MCA/ACI Field Testing Concrete Level I – Expires 5/18/2020
- MDOT Density Certification – Expires 4/30/2022

Professional Experience

Mr. Wheat is a Field Technician in the Construction Service Materials Testing Department of PSI's Farmington Hills, Michigan office. With approximately 1 year of experience, Mr. Wheat has a background in field observation and testing of construction materials including concrete testing, reinforcing steel observation, and in-place density testing of both soils and bituminous concrete (asphalt) paving.

Representative Project Experience

- MDOT Schaefer 8200-13274 Dearborn, MI– Field observation and construction materials testing including MDOT concrete testing, and in-place soil density testing
- DWSD Detroit, MI L. D'Agostini & Sons Inc. — Field observation and construction materials testing including concrete testing and in-place soil density testing
- GESTAMP, Chelsea Michigan, Wieland — Field observation and construction materials testing including concrete testing and in-place soil density testing.
- City of Ann Arbor Miscellaneous Testing, Ann Arbor MI — Field observation and construction materials testing including concrete testing and in-place soil density testing
- C.E. Raines Allen Park Michigan, Wieland - Field observation and construction materials testing including concrete testing, sidewalks, driveways and in-place soil density testing.

Experience

Year started with Intertek-PSI: 2006
Years experience with other firms: 2

Education

- Associates in Applied Science in Concrete Technology, Alpena Community College, 2005

Certifications/Registrations/Technical Training

- MCA/ACI Concrete Strength Technician
- MCA/ACI Certified Aggregate Technician
- Michigan Bituminous QA/QC Certified Technician
- PSI -Certified Nuclear Density Gauge Operator
- ACI/MCA Concrete Field Testing Technician - Level I

Professional Experience

Mr. Lindsay is a Laboratory Technician in the Construction Service Materials Testing Department of PSI's Farmington Hills. With over 14 years of experience, Mr. Lindsay has an extensive background in field inspections and testing of construction materials in the laboratory including but not limited to concrete and masonry compressive strength evaluation, sieve analysis, standard and modified proctor testing and bituminous concrete (asphalt) extraction and gradations.

Representative Project Experience

- Jumbo Coater, Ash Township – Lead Laboratory Technician for all concrete compressive strength testing, sieve analysis and modified proctors.
- 2017 – On-Going City of Dearborn, Michigan (Multiple Projects) – Lead Laboratory Technician for all concrete compressive strength testing, sieve analysis, modified proctors, and asphalt extraction/gradation analysis.
- Northwest Service Dr, Southfield – Lead Laboratory Technician for all concrete compressive strength testing, sieve analysis and modified proctors and asphalt extraction/gradation analysis
- PAL Headquarters, Detroit – Lead Laboratory Technician for all concrete compressive strength testing, sieve analysis and modified proctors
- U of M Health Center, Brighton – Lead Laboratory Technician for all concrete compressive strength testing, sieve analysis and modified proctors

Jeffrey T. Good
Environmental Technician IV
Plymouth, Michigan

Year started with PSI: **2013**
Years experience with other firms: **15**

Certifications/Registrations/Technical Training

- OSHA 40-hour Construction Safety and Health (HAZWOPER), 1997
- Environmental Professional Certification Program, PSI 2013
- EPA CFR 312.10 Environmental Professional, PSI 2013
- Hazard Communication Awareness Training, 2003
- EPA AHERA Asbestos Building Inspector, State of Michigan, 2016 # A31709
- EPA AHERA Asbestos Management Planner, State of Michigan 2016 #A31709
- Lead Inspector/Risk Assessor/Lead Supervisor, #P07053, Michigan, 2016
- Asbestos Awareness Training, Huron-2004
- Lead-Based Paint Awareness Training, Huron-2003
- Mold Awareness Training, Huron-2004
- Microbial Testing and Interpretation, EMLAB, 2006
- Industrial Hygiene Sampling Techniques, Progressive Environmental, 1998
- In-House Groundwater/Soil Sampling Techniques Training, Huron 2003
- OSHA 29 CFR 1910.120 HAZWOPER 1997-2016
- NIOSH 582 Certified Personnel, F & S Environmental 1997
- NIOSH 7400 Fiber Counting Techniques, F & S Environmental, 1997
- ASTM Standards for Environmental Assessments, Huron 2003
- Asbestos Hazard Evaluation Specialist, State of Ohio # ES35998
- Lead Risk Assessor, State of Ohio # LA9396

Professional Experience

Mr. Good has been responsible for numerous tasks including: site reconnaissance and proposal generation, industrial hygiene air monitoring (asbestos, nuisance dust, lead, mold, misc. parameters, etc.), hazardous material assessments and surveys, indoor air quality assessments and surveys, phase I and phase II environmental assessments, surveying, soil and groundwater sampling, above ground storage tank and underground storage tank inspection and removal oversight, report writing and review, equipment maintenance.

Representative Large Contract Project Experience

- Three year asbestos, mold, lead, and hazardous material abatement project as part of a five-phase renovation of a regional hospital complex. Provided contractor oversight and monitoring of concurrent abatement activities in separate areas of the hospital complex.

- Conducted project oversight of an abatement, remediation, and demolition project of an abandoned hospital facility for the City of Detroit Building Safety, Engineering, and Environmental Department in 2013. Activities included compliance air monitoring, abatement and demolition oversight, sampling of suspect materials encountered during the activities onsite, and holding weekly safety meetings with the contractors present on the site.

- Conducted project oversight of facility abatement, overseeing multiple ongoing tasks during simultaneous abatement and demolition in various areas of the facility as part of County improvement program.
- Conducted project oversight of a large mold remediation project, overseeing multiple ongoing tasks during simultaneous demolition, remediation, and decontamination in various areas of the facility as part of the construction and renovation of a major metropolitan municipal facility.
- Conducted initial assessments of over 1,000+ blighted residential/commercial properties slated for demolition within several cities located in the State of Michigan. Initial activities involved the inspection of the properties to identify all environmental issues including: asbestos, lead containing materials, polychlorinated biphenyl (PCB) containing oils, and Chlorofluorocarbon (CFC) containing equipment. Areas of concern were addressed by means of cleanup specifications.
- Husky Oil Refinery, Lima, Ohio: Conducted Industrial Hygiene personal sampling for several hazardous air contaminants for confined space entrants and attendants during their Spring 2016 Turnaround renovations.

Representative Asbestos Project Experience

- Tier two supplier Statewide Asbestos Surveys – responsible for scheduling and coordination of statewide asbestos surveys. Performed project tracking, reporting and budget maintenance, as well as preparing work order estimates and serving as the main contact point on daily operational issues.
- Conducted hundreds of asbestos and environmental hazard assessments for the "Hardest Hit Fund" for the City of Detroit, MI. The Hardest Hit Fund has focused on assessing, abating, and demolishing abandoned, fire damaged, and otherwise structurally unsound residential and commercial structures in blighted neighborhoods with a target of 70,000 structures to be razed in the next five to seven years.
- Confidential Gas Refinery- responsible for characterization of multiple debris fields for purpose of overall facility clean-up program. Developed grid pattern documentation system to locate and quantify asbestos, lead and hazardous materials on a 22-Acre site. Identified inventory was incorporated into a bidding document for abatement purposes.
- A Michigan County initiated a plan to renovate their regional long term health care facility. The renovation called for an eight phase renovation of a 125,000 Square Foot (SF) facility. Provided oversight, project documentation and air monitoring services during the three-year project.
- Conducted the initial assessment of a Juvenile Detention Center to identify all environmental concerns associated with the facility in preparation for interior demolition/renovation. Provided comprehensive environmental oversight services. Initial activities involved the inspection of the entire facility to inventory all environmental issues including: asbestos, lead paint, mercury dust, polychlorinated

biphenyl (PCB) containing oils, biological contaminants and microbial contaminants. Areas of concern were addressed by means of cleanup specifications.

- Conducted the initial assessment of a Former Nursing Home facility to identify all environmental concerns associated with the facility in preparation for demolition. Provided comprehensive environmental oversight services. Initial activities involved the inspection of the entire facility to inventory all environmental issues including: asbestos, lead paint, polychlorinated biphenyl (PCB) containing oils, and Chlorofluorocarbon (CFC) containing equipment. Areas of concern were addressed by means of cleanup specifications.

Representative Indoor Air Quality/Industrial Hygiene/Mold Project Experience

- Assisted in the performance of an Indoor Air Quality Assessment for a confidential Tier One Automotive Supplier. The client had three investigations done previously, with no significant findings. The facility consisted of approximately 120,000 SF of warehouse/manufacturing space and 30,000 SF of office space. As a result of the investigation, significant levels and quantities of heavy metal impacted dust was identified throughout the facility.
- Confidential Client, conducted compliance air monitoring and work area safety inspections daily at a former automotive manufacturing facility during product purging from an abandoned robotics paint line system. The project included personal monitoring for VOCs, oxygen level and combustible gas checks, and the selection of appropriate PPE during the removal of products from 50 paint mixing vats, 10 storage holding tanks, and over 10,000 linear feet of product and waste lines within the facility during a month long remediation project to allow demolition of the 250,000 square foot building.
- Assisted in the performance of an Indoor Air Quality Compliance Air Monitoring Program for a confidential Construction Company during broad scale renovations/demolition activities for an occupied, fully functioning Automotive Manufacturer. The client had PSI conduct daily work area/perimeter air sampling for multiple metals constituents to ensure the safety of the Automotive Manufacturer's employees. The facility consisted of approximately one million SF of active manufacturing space and 30,000 SF of office space throughout the facility.
- Assisted in the performance of an indoor air quality (IAQ) study identifying facility wide microbiological contamination caused by design/material installation flaws. The resulting remediation was conducted in a phased approach during off-hours; maintaining occupancy throughout the remediation process. Daily monitoring was conducted to verify the integrity of the containment(s) as well as, provide documentation of a safe working environment in an award winning "Green Building". Assisted in the completion of the project in an effective and efficient way and finished on time and within budget.
- Assisted in the performance of Leadership in Energy and Environmental Design (LEED) certification testing during the construction of a High School Facility within a

major metropolitan city. Air monitoring was conducted to provide documentation that the newly constructed facility met LEED certification criteria.

- Assisted in the performance of Leadership in Energy and Environmental Design (LEED) certification testing during the construction of a University's/Municipality's records/documents storage facility on the University's campus in Kalamazoo, MI. Air monitoring was conducted to provide documentation that the newly constructed facility met LEED certification criteria.

Representative Phase I, II, and III Project Experience

- Confidential Client; Royal Oak, Michigan - Phase I ESA identified a recognized environmental condition associated with the site. Phase II ESA was then proposed. Upon client authorization, a subsurface investigation proceeded that confirmed the presence of the suspected contaminants. A Phase III ESA was then recommended, to define the extent of contaminants. Phase III ESA was authorized/completed, delineating extent of on-site contaminants. Consulted with the client to evaluate options for the site. Conducted soil verification sampling during the remediation process to ensure site delineation and establishing a Due Care Plan for the client.
- Confidential Service Station Owner; Detroit, Michigan – Site Technician for UST closure assessment monitoring of UST removal, excavation of contaminated soils and soil testing for industrial facility.
- Confidential Service Station Owner; Dearborn, Michigan – Site Technician for UST closure assessment soil testing and monitoring of UST removal, excavation of contaminated soils at correctional facility.
- Convenience/Service Station Store, Detroit, Michigan - Project Scientist provided oversight for the drilling soil borings and the collection of soil and groundwater samples for laboratory analysis.
- Developers, Banks, and Private Clients in Michigan – Site assessor responsible for performing Phase I ESAs on various sizes of parcels from more than one acre to over 50 acres conforming to ASTM Standard E 1527.
- Property Developer; ESA I, II & III, Grand Rapids, Michigan
- Property Developer; ESA I & II, East Lansing, Michigan
- Taco Bell; ESA I / Phase II, Due Care Plan, BEA, multiple sites throughout Michigan
- Macomb County; Phase I & II, various sites throughout County
- Family Dollar; ESA I & II, multiple sites throughout Michigan
- Aldi, conducted various Phase I, II, and III work at multiple sites throughout Michigan. Project work has included comprehensive site remediation and site preparation for new development, in which Mr. Good was involved from Phase II activities through the demolition phase, for site redevelopment by the Client, including oversight of all remediation and demolition activities. For the Plainwell, MI site, PSI was awarded the contract to demo the two existing buildings at the site and remove all of the impacted soil connected with the former activities at the site and to prepare the site for the

General Contractor to construct the New Aldi's location. These activities were conducted with Mr. Good as the site representative.

Michigan Concrete Association
Certification Board of Examiners

hereby certifies that on 4/6/2017

Joe Tatum

did, by written and performance examinations, complete the requirements for

MCA Level II Advanced Concrete Technician

This certification expires on 4/15/2019

MCA Certification Board of Examiners

Michigan Department of Transportation
ACI – Greater Michigan Chapter
ACI – West Michigan Chapter
Alpena Community College

MCA Director of Technical Services/Training

Examiner – William Foster

Executive Director

AMERICAN CONCRETE INSTITUTE

This is to certify that

REGINALD J TATUM

has demonstrated knowledge and ability by successfully completing the ACI Certification requirements and is hereby recognized as an

ACI Concrete Field Testing Technician - Grade I

Certified Date: 12/16/2015 **Expires: 12/16/2020**

Examiner of Record: Mr Steven M Waalkes

ACI Managing Director of Certification

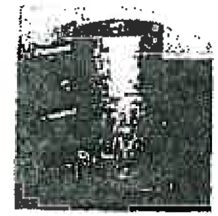
The Authenticity of this certification can be verified at www. ACICertification .org/verify

MDOT Michigan Department of Transportation

FERRIS STATE UNIVERSITY

Institute for Construction Education and Training

MDOT Michigan Department of Transportation



HEREBY CERTIFIES THAT

Reginald Tatum

Has demonstrated the ability and understanding of Density Technology,
and is therefore qualified to perform the following tests:

- Density In-Place (Nuclear)
- One-Point Michigan Cone
- One Point T-99
- Michigan Modified T-180
- Speedy Moisture Gage (Clay and Granular)

EXPIRES: May 31, 2019

IDENTIFICATION NUMBER: 11505-0519

Richard Endres, P.E.
Supervising Engineer
Michigan Department of Transportation

Michael Neuman, Managing Director
Michigan Mineral Resources Association

Brenda J. O'Brien, P.E.
Michigan Department of Transportation

Thomas C. Larabel, Interim Program Coordinator
Ferris State University, I.C.E.T.

MDOT Michigan Department of Transportation

FERRIS STATE UNIVERSITY
Institute for Construction Education and Training

MDOT Michigan Department of Transportation

HEREBY CERTIFIES THAT

Reginald J. Tatum

Has demonstrated though written and performance examinations, the ability to perform Local Agency HMA Sampling, and is therefore qualified as a

MICHIGAN CERTIFIED HOT MIX ASPHALT LOCAL AGENCY SAMPLING

Certification number: 20494

Expires: May 31, 2021

Thomas C. Larabel, Program Coordinator
Institute for Construction Education and Training
Ferris State University

A. John Becsey, P.E.
Managing Director
Michigan Asphalt Paving Association

Curtis Bleech,
Pavement Operations Engineer
Michigan Department of Transportation

AMERICAN CONCRETE INSTITUTE

This is to certify that

PAUL L WHEAT

has demonstrated knowledge and ability by successfully completing the ACI Certification requirements and is hereby recognized as an

ACI Concrete Field Testing Technician - Grade I

Certified Date: 05/18/2017 **Expires: 05/18/2022**

Examiner of Record: William L Foster

ACI Managing Director of Certification

The Authenticity of this certification can be verified at www. ACICertification .org/verify

Michigan Concrete Association
Certification Board of Examiners

Hereby certifies that on 5/18/2017

Paul Wheat

did, by written and performance examinations, complete the requirements for

Concrete Field Testing Technician Level I

This certification expires on 4/15/2020

MCA Certification Board of Examiners

Michigan Department of Transportation
ACI – Greater Michigan Chapter
ACI – West Michigan Chapter
Alpena Community College

MCA Director of Technical Services/Training

Examiner-William Foster

Executive Director-Daniel DeGraaf

MDOT Michigan Department of Transportation

FERRIS STATE UNIVERSITY

Institute for Construction Education and Training

MDOT Michigan Department of Transportation

HEREBY CERTIFIES THAT

Paul W. Wheat

Has demonstrated though written and performance examinations, the ability to perform Local Agency HMA Sampling, and is therefore qualified as a

MICHIGAN CERTIFIED HOT MIX ASPHALT LOCAL AGENCY SAMPLING

Certification number: 20499

Expires: May 31, 2021

Thomas C. Larabel, Program Coordinator
Institute for Construction Education and Training
Ferris State University

A. John Becsey, P.E.
Managing Director
Michigan Asphalt Paving Association

Curtis Bleech,
Pavement Operations Engineer
Michigan Department of Transportation

MDOT Michigan Department of Transportation

FERRIS STATE UNIVERSITY

Institute for Construction Education and Training

MDOT Michigan Department of Transportation

HEREBY CERTIFIES THAT

Eric M. Lindsay

Has demonstrated though written and performance examinations, the ability to perform Local Agency HMA Sampling, and is therefore qualified as a

MICHIGAN CERTIFIED HOT MIX ASPHALT LOCAL AGENCY SAMPLING

Certification number: 20508

Expires: May 31, 2021

Thomas C. Larabel, Program Coordinator
Institute for Construction Education and Training
Ferris State University

A. John Becsey, P.E.
Managing Director
Michigan Asphalt Paving Association

Curtis Bleech,
Pavement Operations Engineer
Michigan Department of Transportation

AMERICAN CONCRETE INSTITUTE

This is to certify that

ERIC LINDSAY

has demonstrated knowledge and ability by successfully completing the ACI Certification requirements and is hereby recognized as an

ACI Concrete Field Testing Technician - Grade I

Certified Date: 05/21/2015 **Expires: 05/21/2020**

Examiner of Record: Roger A Conrad

ACI Managing Director of Certification

The Authenticity of this certification can be verified at www. ACICertification .org/verify

RFP Number: 20-02_INK

Construction Inspection Services for John Daly Street Improvements

In compliance with the specifications contained herein, the undersigned hereby proposes to furnish construction inspection services for the price of:

ITEM	DESCRIPTION	UNIT COST
01	Standard Rate	$ 68.00 /Hr *(All inclusive)
02	Overtime Rate	$ 90.00 /Hr *(All inclusive)

IF VARIATIONS ARE PROPOSED, LIST VARIATIONS ON SEPARATE SHEET OF PAPER AND RETURN WITH THE BID RESPONSE FORM. ENCLOSE MANUFACTURER'S DESCRIPTIVE LITERATURE OR BROCHURE.

I hereby state that all of the information I have provided is true, accurate, and complete. I hereby state that I have the authority to submit this bid, which will become a binding contract, if accepted by the City of Inkster. I hereby agree to abide by all City ordinances, rules and regulations, including the suspension process for poor performance arising out of this contract, if awarded.

Professional Service Industries, Inc.	AbdulKareem Kuaryouti
COMPANY NAME	BY (Signature)
37483 Interchange Drive	Abdulkareem Kuaryouti
STREET ADDRESS OR P.O. BOX	(Print Name of Above)
Farmington Hills, Mi 48335	Construction Services Department Manager
CITY, STATE, ZIP	TITLE OF SIGNATORY
248-957-9911	09-20-2019
TELEPHONE NUMBER	DATE OF OFFER
TERMS OF PAYMENT	ESTIMATED DELIVERY AFTER RECEIPT OF ORDER

Bids shall be returned to the City Clerk, 26215 Trowbridge St, Inkster, MI 48141, no later than the time and date listed above. Sealed envelopes shall be marked with the bid number, title, and opening date.

If you desire a copy of the bid tabulation to be mailed to you, please enclose a self-addressed, stamped envelope with your bid response.

LATE BIDS WILL BE REJECTED.

* includes: Technician hourly rate, truck, and equipment.

Roterman, Susan

From:	Abdulkareem Kuaryouti <abdulkareem.kuaryouti@intertek.com>
Sent:	Thursday, September 26, 2019 10:01 AM
To:	Roterman, Susan
Cc:	Scott Stanley; Guastella, Daniel C.; Mahmoud El-Gamal
Subject:	RE: RFP 20-02_INK Construction Inspection for John Daly Street Improvements

Hi Susan,

Yes; our proposal includes all costs associated with the inspection and testing services as stated in the Scope of Work.

Please let me know if you have any questions or need anything else.

Thanks,

Abdulkareem Kuaryouti
Department Manager
Building & Construction Engineering
Intertek-PSI

Direct +1 248 957 9911
Mobile +1 248 939 6430
Email abdulkareem.kuaryouti@intertek.com
www.intertek.com/building

From: Scott Stanley <scott.stanley@intertek.com>
Sent: Thursday, September 26, 2019 9:09 AM
To: Abdulkareem Kuaryouti <abdulkareem.kuaryouti@intertek.com>
Subject: FW: RFP 20-02_INK Construction Inspection for John Daly Street Improvements

From: Roterman, Susan <SRoterman@benesch.com>
Sent: Wednesday, September 25, 2019 5:42 PM
To: Scott Stanley <scott.stanley@intertek.com>
Cc: Guastella, Daniel C. <DCGuastella@benesch.com>
Subject: RFP 20-02_INK Construction Inspection for John Daly Street Improvements

Scott,

For clarification on your submitted proposal for 20-02_INK Construction Inspection for John Daly Street Improvements, please confirm the submitted hourly rates include all costs associated with the inspection and testing services as stated in the Scope of Work section of the RFP.

Please also confirm that the hourly rate includes all costs for the equipment, vehicles, and other items as needed to complete this work.

Thank you,

Susan

Susan E. Roterman, EIT | Construction Representative
Alfred Benesch & Company | 615 Griswold Street, Suite 600, Detroit, MI 48226
O 313-963-0612 | **D** 313-234-0323 | **C** 517-582-4424 | **E** sroterman@benesch.com | **W** www.benesch.com [benesch.com]

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor **Date: October 1, 2019**

From: Jerome Bivins, DPS Director **Date for Council's Consideration: October 7, 2019**

ACTION REQUESTED: Consider authorizing administration to approve the contract with Pamar Enterprises for the John Daly Street Improvement in the amount of $1,374,810.75, plus a 15% contingency of $206,221.61 for a total of $1,581,032.36 for construction.

Current Action ___X___ Emergency ______ Future _______

Funds Budgeted: If Yes ____ Account # ______________ No ____ N/A ____

Mayor 's Approval Byron H. Nolen

BACKGROUND:

The City of Inkster has allocated funds for the improvement of John Daly Street from Michigan Avenue to the Rouge River for approximate length of one third (0.33) a mile. These funds shall be used for the construction of water main, sanitary and storm sewers, curb/gutter, concrete sidewalks including ADA ramps, material quality control testing, and concrete street reconstruction.

SCOPE OF SERVICES:

To do a total reconstruction of the John Daly Street from Michigan Avenue to the Rouge River.

JUSTIFICATION:

Improving the driving conditions on John Daly Street from Michigan Avenue to the Rouge River

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster

COSTS:

John Daly Street Improvements in the amount of $1,374,810.75, plus a 15% contingency of $206,221.61 for a total of $1,581,032.36 for construction.

PROJECTED TIME TABLE:

Estimated time table is (5) five months for reconstruction and improvements of the infrastructure.

RESOLUTION:

Authorization is hereby given to administration to approve the contract, with Pamar Enterprises, for the John Daly Street Improvements in the amount of $1,374,810.75, plus a 15% contingency of $206,221.61 for a total of $1,581,032.36 for construction.

Resolved by ____________________ Seconded by ____________________

Yes:
No:
Absent:

benesch

Alfred Benesch & Company
615 Griswold, Suite 600
Detroit, MI 48226
www.benesch.com
P 313-963-0612
F 313-963-2156

9/24/19

City of Inkster
Department of Public Services
26900 Princeton
Inkster, MI 48141

Attention: Jerome Bivins, Department of Public Services Director

Re: John Daly Street Improvements Bid Recommendation

Dear Mr. Bivins:

The John Daly Street Improvements was advertised on Michigan Inter-Governmental Trade Network (MITN) beginning August 30, 2019. A mandatory pre-bid meeting was held on September 4, 2019 at 3:00 pm at Inkster City Hall. A total of five companies attended this Mandatory pre-bid meeting. The Bid Opening for the above referenced project was held on Friday, September 20, 2019 at 10:00 a.m. at Inkster City Hall. A total of four contractors submitted bids on the John Daly Street Improvements Project. The following is a list of the four bidders on the project listed in order from lowest to highest bid:

	Bidder's Name	Bid	% Above Low Bid
1	Pamar Enterprises	$1,374,810.75	0%
2	Angelo Iafrate Construction*	$1,468,930.51	7%
3	Mark Anthony Contracting	$1,874,206.64	36%
4	Major Cement Co.	$1,940,348.75	41%

*Angelo Iafrate did not acknowledge addendum #1 in their quote. Only one pay item was added in this addendum and price is not significantly impacted.

All of the bid subtotals and total dollar amounts have been checked and verified for accuracy.

Pamar Enterprises has been identified as the bidder under consideration for award. Pamar Enterprises met all requirements of the project including bonds. attendance at the mandatory pre-bid meeting, and acknowledgement of addendum. Benesch agrees with the City that attendance at the mandatory pre-bid meeting was critical to the contractor understanding the complexity of the scope of work.

The engineer's estimate of probable construction cost is $1,466,966.25 with the recommended 15% contingency for unforeseen conditions during construction. In comparison, Pamar Enterprises' bid of $1,374,810.75 is 6% less than the engineer's estimate. The engineer's estimate of probable construction cost was developed using 2018 MDOT Average Unit Prices. In general, MDOT unit prices are higher than local, municipal projects due to overall project scale. Attached is the line item unit price bid tabulation along with the engineer's estimate.

Pamar Enterprises has demonstrated their ability to meet the minimum qualifications related to this work through satisfactory performance on other road projects of similar type and scale.

We recommend awarding this contract to Pamar Enterprises in the amount of $1,374,810.75. We further recommend the City approve a 15% contingency in amount of $206,221.61 for use at the City's discretion for unforeseen conditions related to the project.

John Daly Street Improvements

benesch

Pre-Bid Meeting 20-01_INK	Meeting Date: 9/4/2018
Facilitator: Jerome Bivins, DPS Director	Place/Room: Council Chambers

Name		Company		Email		Primary Phone
Mike Clarke		LM Clarke		LMAMMALA @LMclarke.com		734 481.1565
Josh Hetterscheidt		Pamar		josh@ pamarenterprises.com		734 513-9850
Desiree Mate		Major		Dmate@majorcementco.com		734 558 5808
Josh Hoop		Angelo Iafrate		estimating@iafrate.com		586-756-1070
Jim DeGroote		Mark Anthony		jim@macinc-mi.com		586-698 8942

RIPTION	QUANTITY	UNIT	ENGINEERS ESTIMATE UNIT PRICE	ENGINEERS ESTIMATE AMOUNT	Mark Anthony Construction UNIT PRICE	Mark Anthony Construction AMOUNT	Angelo Iafrate UNIT PRICE	Angelo Iafrate AMOUNT	Major Cement UNIT PRICE	Major Cement AMOUNT
	1	LS	$59,587.98	$59,587.98	$91,363.80	$91,363.80	$72,500.00	$72,500.00	$86,000.00	$86,000.00
	0.10	Acre	$11,929.69	$1,192.97	$10,900.00	$1,090.00	$10,000.00	$1,000.00	$10,000.00	$1,000.00
	4	Ea	$816.75	$3,267.00	$1,062.75	$4,251.00	$975.00	$3,900.00	$975.00	$3,900.00
	1.00	Ea	$1,565.00	$1,565.00	$2,725.00	$2,725.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00
	3	Ea	$274.54	$823.62	$299.75	$899.25	$275.00	$825.00	$275.00	$825.00
	9.00	Ea	$312.81	$2,815.29	$654.00	$5,886.00	$376.00	$3,384.00	$500.00	$4,500.00
	252	Ft	$14.54	$3,655.65	$21.80	$5,493.60	$16.70	$4,208.40	$36.00	$9,072.00
	506.00	Syd	$8.14	$4,113.96	$2.73	$1,381.38	$6.45	$3,263.70	$16.00	$8,096.00
	50	Ft	$8.14	$407.00	$272.50	$13,625.00	$36.40	$1,820.00	$40.00	$2,000.00
	6770.00	Syd	$6.95	$47,051.50	$13.08	$88,551.60	$9.40	$63,638.00	$18.00	$121,860.00
	380	Cyd	$6.21	$2,359.80	$43.60	$16,568.00	$6.15	$2,337.00	$21.00	$7,980.00
	1740.00	Cyd	$12.62	$21,958.80	$32.70	$56,898.00	$20.10	$34,974.00	$34.00	$59,160.00
	2100	Syd	$4.25	$8,925.00	$6.27	$13,167.00	$4.25	$8,925.00	$3.00	$6,300.00
	500.00	Cyd	$40.78	$20,390.00	$54.50	$27,250.00	$48.40	$24,200.00	$52.00	$26,000.00
ach	1	Ea	$593.42	$593.42	$272.50	$272.50	$1,124.00	$1,124.00	$1,200.00	$1,200.00
	768.00	Ft	$2.00	$1,536.00	$3.27	$2,511.36	$1.60	$1,228.80	$3.00	$2,304.00
	43	Ea	$100.00	$4,300.00	$81.75	$3,515.25	$111.00	$4,773.00	$100.00	$4,300.00
	829.00	Syd	$7.73	$6,403.53	$7.09	$5,877.61	$8.10	$6,714.90	$16.00	$13,264.00
	7104	Syd	$8.00	$56,827.20	$10.36	$73,597.44	$10.50	$74,592.00	$16.00	$113,664.00
	2.00	Ea	$200.00	$400.00	$817.50	$1,635.00	$1,010.00	$2,020.00	$1,400.00	$2,800.00
	1	Ea	$985.00	$985.00	$817.50	$817.50	$851.00	$851.00	$1,400.00	$1,400.00
P56	1.00	Lb	$1,040.00	$1,040.00	$21.80	$21.80	$825.00	$825.00	$400.00	$400.00
	680	Ft	$120.00	$81,492.00	$70.85	$48,178.00	$50.00	$34,000.00	$65.00	$44,200.00
	1.00	Ea	$8,000.00	$8,000.00	$10,900.00	$10,900.00	$7,500.00	$7,500.00	$10,000.00	$10,000.00
	39	Ft	$57.38	$2,237.82	$87.20	$3,400.80	$91.70	$3,576.30	$108.00	$4,212.00
	559.00	Ft	$55.00	$30,745.00	$59.95	$33,512.05	$71.40	$39,912.60	$104.00	$58,136.00
	652	Ft	$65.00	$42,380.00	$70.85	$46,194.20	$76.90	$50,138.80	$112.00	$73,024.00
	260.00	Ft	$95.00	$24,700.00	$81.75	$21,255.00	$105.00	$27,300.00	$116.00	$30,160.00
	6	Ea	$200.00	$1,200.00	$381.50	$2,289.00	$174.00	$1,044.00	$400.00	$2,400.00
	1.00	Ea	$100.00	$100.00	$179.85	$179.85	$10,760.00	$10,760.00	$16,000.00	$16,000.00
	4	Ea	$500.00	$2,000.00	$272.50	$1,090.00	$501.00	$2,004.00	$500.00	$2,000.00
	7.00	Ea	$420.00	$2,940.00	$272.50	$1,907.50	$407.00	$2,849.00	$500.00	$3,500.00
	2	Ea	$1,400.00	$2,800.00	$2,071.00	$4,142.00	$1,322.00	$2,644.00	$2,400.00	$4,800.00
	15.00	Ea	$2,100.00	$31,500.00	$4,142.00	$62,130.00	$1,768.00	$26,520.00	$3,200.00	$48,000.00
	1	Ea	$3,100.00	$3,100.00	$5,341.00	$5,341.00	$2,530.00	$2,530.00	$4,600.00	$4,600.00
	1.00	Ea	$4,600.00	$4,600.00	$7,085.00	$7,085.00	$3,286.00	$3,286.00	$8,100.00	$8,100.00
	8	Ea	$420.00	$3,360.00	$654.00	$5,232.00	$486.00	$3,888.00	$500.00	$4,000.00
	12.00	Ea	$520.00	$6,240.00	$599.50	$7,194.00	$455.00	$5,460.00	$400.00	$4,800.00
	10	Ea	$420.00	$4,200.00	$681.25	$6,812.50	$486.00	$4,860.00	$500.00	$5,000.00
	1.00	Ea	$70,000.00	$70,000.00	$81,750.00	$81,750.00	$51,130.00	$51,130.00	$76,000.00	$76,000.00
h	3242	Ft	$12.00	$38,904.00	$15.26	$49,472.92	$14.50	$47,009.00	$17.00	$55,114.00
f, 8 inch	6898.00	Syd	$50.00	$344,890.00	$49.05	$338,346.90	$61.25	$422,502.50	$68.00	$469,064.00
	575	Ft	$9.00	$5,174.10	$10.36	$5,957.00	$7.60	$4,370.00	$14.00	$8,050.00
	121.00	Ft	$13.00	$1,573.00	$21.26	$2,572.46	$18.40	$2,226.40	$16.00	$1,936.00

	1512.00	Sft	$5.00	$7,555.50	$4.91	$7,423.92	$4.95	$7,484.40	$4.60	$6,955.20
	593	Sft	$5.50	$3,261.50	$6.00	$3,558.00	$5.90	$3,498.70	$7.00	$4,151.00
	372.00	Sft	$5.50	$2,042.15	$7.90	$2,938.80	$7.20	$2,678.40	$10.00	$3,720.00
	196	Ft	$7.50	$1,470.00	$7.63	$1,495.48	$7.00	$1,372.00	$7.00	$1,372.00
	14.00	Sft	$25.00	$337.50	$27.25	$381.50	$25.00	$350.00	$25.00	$350.00
	19	Ea	$7.00	$133.00	$10.90	$207.10	$10.00	$190.00	$10.00	$190.00
	89.00	Sft	$15.00	$1,332.00	$21.80	$1,940.20	$20.00	$1,780.00	$20.00	$1,780.00
	1	Sft	$15.00	$15.00	$16.35	$16.35	$20.00	$20.00	$20.00	$20.00
lk	58.00	Ft	$2.50	$143.50	$16.35	$948.30	$15.00	$870.00	$15.00	$870.00
ır	19	Ft	$9.50	$180.50	$21.80	$414.20	$20.00	$380.00	$20.00	$380.00
h, Yellow	1709.00	Ft	$0.15	$256.35	$1.04	$1,777.36	$0.95	$1,623.55	$0.95	$1,623.55
kg, 4 inch	1709	Ft	$0.90	$1,538.10	$2.18	$3,725.62	$2.00	$3,418.00	$2.00	$3,418.00
g	96.00	Sft	$2.50	$240.00	$3.82	$366.72	$3.50	$336.00	$3.50	$336.00
uble Sided, Lighted, Furn	47	Ea	$80.00	$3,760.00	$81.75	$3,842.25	$75.00	$3,525.00	$75.00	$3,525.00
uble Sided, Lighted, Oper	47.00	Ea	$0.01	$0.47	$0.01	$0.47	$0.01	$0.47	$0.01	$0.47
	1	LS	$650.00	$650.00	$545.00	$545.00	$500.00	$500.00	$500.00	$500.00
	1.00	LS	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01
	65	Ea	$23.00	$1,495.00	$27.25	$1,771.25	$18.00	$1,170.00	$18.00	$1,170.00
	65.00	Ea	$0.01	$0.65	$5.45	$354.25	$0.01	$0.65	$0.01	$0.65
	3	Ea	$40.50	$121.50	$27.25	$81.75	$25.00	$75.00	$25.00	$75.00
	752.00	Sft	$5.00	$3,760.00	$5.45	$4,098.40	$5.00	$3,760.00	$5.00	$3,760.00
	752	Sft	$0.01	$7.52	$0.01	$7.52	$0.01	$7.52	$0.01	$7.52
P57 a um	355.00	Sft	$10.00	$3,545.00	$10.90	$3,869.50	$10.00	$3,550.00	$10.00	$3,550.00
al, Oper	355	Sft	$0.01	$3.55	$0.01	$3.55	$0.01	$3.55	$0.01	$3.55
	1.00	LS	$23,835.19	$23,835.19	$17,712.50	$17,712.50	$29,000.00	$29,000.00	$36,000.00	$36,000.00
	5	Syd	$60.00	$258.00	$272.50	$1,362.50	$203.00	$1,015.00	$100.00	$500.00
	645.00	Syd	$5.00	$3,222.50	$92.65	$59,759.25	$8.30	$5,353.50	$12.00	$7,740.00
	1	Ea	$2,500.00	$2,500.00	$1,090.00	$1,090.00	$1,007.00	$1,007.00	$800.00	$800.00
	3.00	Ea	$2,500.00	$7,500.00	$7,085.00	$21,255.00	$3,263.00	$9,789.00	$2,400.00	$7,200.00
	3	Ea	$340.00	$1,020.00	$654.00	$1,962.00	$649.00	$1,947.00	$500.00	$1,500.00
	9.00	Ea	$450.00	$3,600.00	$1,635.00	$14,715.00	$649.00	$5,841.00	$4,000.00	$36,000.00
	3	Ea	$3,800.00	$11,400.00	$8,175.00	$24,525.00	$2,644.00	$7,932.00	$5,000.00	$15,000.00
;	1756.00	Ft	$70.00	$122,920.00	$207.10	$363,667.60	$104.00	$182,624.00	$142.00	$249,352.00
	266	Ft	$70.00	$18,620.00	$152.60	$40,591.60	$105.00	$27,930.00	$132.00	$35,112.00
	280.00	Ft	$80.00	$21,280.00	$65.40	$18,312.00	$15.00	$4,200.00	$34.00	$9,520.00
	1	Ea	$4,000.00	$4,000.00	$3,815.00	$3,815.00	$5,208.00	$5,208.00	$3,100.00	$3,100.00
	3.00	Ea	$520.00	$1,560.00	$763.00	$2,289.00	$535.00	$1,605.00	$600.00	$1,800.00
	1	LS	$10,000.00	$10,000.00	$38,150.00	$38,150.00	$16,000.00	$16,000.00	$18,000.00	$18,000.00
Person	40.00	Hr	$4.36	$174.40	$174.40	$6,976.00	$0.01	$0.40	$0.01	$0.40
Person	24	Hr	$43.00	$1,032.00	$218.00	$5,232.00	$125.00	$3,000.00	$0.01	$0.24
Person	16.00	Hr	$0.65	$10.40	$272.50	$4,360.00	$0.01	$0.16	$0.01	$0.16
	1	LS	$1,000.00	$1,000.00	$1,199.00	$1,199.00	$1,100.00	$1,100.00	$1,100.00	$1,100.00
	10.00	Cyd	$60.00	$600.00	$272.50	$2,725.00	$262.00	$2,620.00	$500.00	$5,000.00
	220	syd	$2.00	$440.00	$7.09	$1,559.80	NA	$0.00	$7.00	$1,540.00
			Subtotal	$1,275,622.82	Mark Anthony Construction	$1,874,206.64	Angelo Iafrate (DQ'd)	$1,488,930.51	Major Cement	$1,940,348.75
			Contingency 15%	$191,343.42						

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Inkster, whose address is 26215 Trowbridge Rd., Inkster, MI, 48141 ("Owner") and ______________________________, whose address is ______________________________("Contractor").

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Contractor will provide all labor, equipment, and materials for new pavement, integral curb & gutter, intersection improvements, new sidewalk, signing, pavement markings, and utility adjustments "Section IV. Request."

All workmanship and materials shall be in accordance with the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction, MDOT Frequently Used Specifications listed in Appendix A, and City of Inkster Standards.

MDOT Prequalification requirements: The Contractor or Sub-contractor performing the following work shall be MDOT Prequalified:

Concrete Pavement (B)
Grading, Drainage Structures, and Aggregate Construction (Ea)
Sewers and Watermains (K)
Erosion Control Structures (N9-2C)
Construction Staking

The contractor shall bid the project based on the sequence of construction as described in the article titled "Sequence of Construction" located in the "Special Provisions." After award of the contract, the contractor may propose a different sequence, but any such proposal shall be subject to approval by the engineer and owner and may be rejected.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 20-01_INK - John Daly Street Improvements

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Alfred Benesch & Company

3.02 The Owner has retained Alfred Benesch & Company ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. Contractor shall begin work under this Contract after receipt of written Notice to Proceed and shale prosecute it in such a manner as will bring the work for Phase 1 of this contract to substantial completion, and prepared for winter, by November 15, 2019 and will resume no sooner than April 13, 2020 and completing this work by June 5, 2020, except as such time limits may be advance in accordance with the provisions herein. The time of beginning, rate of progress and date of completion are considered essential elements of the Contract. Weather permitting, contractor may operate between November 15, 2019 and April 13, 2020 at the discretion of the Owner and Engineer.

B. The Work will be substantially completed by the date outlined by Article 6 of the Bid Forms, when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by the date outlined by Article 6 of the Bid Forms section.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $1000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $1000 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in the contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. Ninety (90) percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. Zero (0)percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-five (95) percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less one hundred (100) percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

1. Contractor's completed Bid Form (page 19-28, inclusive)
2. This Agreement (page 33-39, inclusive).
3. General Conditions (pages 55-118, inclusive).
4. Supplementary Conditions (pages 119-134, inclusive).
5. Specifications as listed in the table of contents of this Project Manual.
6. Drawings (not attached but incorporated by reference) consisting of 43 sheets with each sheet bearing the following general title: 20-01_INK - John Daly Street Improvements.
7. MDOT 2012 Standard Specifications for Construction
8. Addenda (Inclusive).
9. Exhibits to this Agreement (Inclusive)
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 8.01. are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 8 and the Project Manual.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – TERMINATION

9.01 *Termination for Convenience*

A. City shall have the right to terminate this contract with or without cause, for the convenience of the City. In the event of termination for the City's convenience, compensation to the 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 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on ________________ (Effective Date of the Agreement)

OWNER:

City of Inkster

By: ______________________

Title: ______________________

Attest: ______________________

Title: ______________________

Address for giving notices:

26215 Trowbridge Rd

Inkster, MI 48141

____

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR:

____

By: ______________________

Title: ______________________

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: ______________________

Title: ______________________

Address for giving notices:

____

____

____

License No.: ______________________
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

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PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:
City of Inkster
26215 Trowbridge
Inkster, MI 48141

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description: 20-01_INK – John Daly Street Improvements

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☒ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

______________________________ *(seal)*
Contractor's Name and Corporate Seal

By: ______________________________
Signature

____
Print Name

____
Title

Attest: ______________________________
Signature

____
Title

SURETY

______________________________ *(seal)*
Surety's Name and Corporate Seal

By: ______________________________
Signature *(attach power of attorney)*

____
Print Name

____
Title

Attest: ______________________________
Signature

____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor **Date: September 26, 2019**

From: Jerome Bivins, DPS Director **Date for Council's Consideration: October 7, 2019**

ACTION REQUESTED: Consider authorizing Administration to enter into a purchase agreement with DTE Energy to replace the remaining mercury vapor and high pressure sodium bulbs within the boundaries of the City limits to more efficient LED bulbs.

Current Action ___X___ Emergency ______ Future _______

Funds Budgeted: If Yes ____ Account #________________ No ____ N/A ____

Mayor Approval Byron H. Nolen

BACKGROUND:

The City has been working over the last couple of years to upgrade its streetlights to more efficient and more cost effective LED bulbs. In 2017, the City was awarded a Financially Distressed Cities, Villages, and Townships (FDCVT) grant to replace outdated lights bulbs within the boundaries of the City limits. The City received a grant award in the amount of $325,000 for installing LED bulbs into the City's streetlights. The City worked with DTE Energy to design a plan to use these grant funds for the City to replace approximately 70% to 80% of the City's streetlights. Phase I of the LED upgrades were completed in October of 2017. This left the City with a remaining 20% to 30% of streetlights that needed to be upgraded. The City applied for another FDCVT grant for Phase II of the program to replace the remaining light bulbs throughout the City. The City was awarded earlier this year a FDCVT grant in the amount of $142,975.00 to complete Phase II of the project.

SCOPE OF SERVICES:

To allow DTE Energy to conduct Phase II of the City's LED streetlight upgrade and complete the LED upgrading project that first began in 2017. DTE will be replacing the final 20% - 30% of the City's streetlights with the more efficient LED bulbs.

JUSTIFICATION:

The City is looking to continue reducing the electricity costs for streetlights by completing the LED upgrade project that was started in 2017. Once Phase II is completed, the City expects to reduce its costs for electricity for these streetlights by approximately $40,000 per year.

PROJECT IMPROVEMENTS:

Improve and promote the image of Inkster

COSTS:

Total cost of the project is $163,854. The City will receive a $13,000 rebate from DTE that will lower the net cost of the project down to $150,764. Of the net cost, $142,975 will be reimbursed to the City by the FDCVT grant. That leaves the City's portion of the costs at approximately $8,000.

PROJECTED TIME TABLE:

Upon approval, it is projected that installation of the new light bulbs will take approximately two to three months.

RESOLUTION:

Authorization is hereby given to Administration to enter into a purchase agreement with DTE Energy to replace the remaining mercury vapor and high pressure sodium bulbs within the boundaries of the City limits to more efficient LED bulbs.

Resolved by ______________________ Seconded by __________________________

Yes:
No:
Absent:

Quantity UG	Annual Rate UG per lum	Invoice Totals	New Watt	Type	Quantity OH	Annual Rate OH per lum	Quantity UG	Annual Rate UG per lum	Invoiced Total
	$347.88	$0.00	58	LED		$153.48		$253.44	$0.00
	$403.68	$293.16	58	LED	2	$153.48		$253.44	$306.96
	$479.52	$0.00	136	LED		$247.68		$327.24	$0.00
7	$609.36	$4,744.56	136	LED		$247.68	7	$327.24	$2,290.68
	$1,166.16	$0.00	238	LED		$323.28		$411.48	$0.00
	$291.48	$0.00	58	LED		$153.48		$253.44	$0.00
15	$316.20	$9,808.56	58	LED	19	$153.48	19	$253.44	$7,731.48
	$356.52	$0.00	136	LED		$247.68		$327.24	$0.00
136	$429.72	$62,340.00	136	LED	12	$247.68	138	$327.24	$47,476.80
	$537.72	$32,359.44	238	LED	71	$323.28		$411.48	$23,599.44
	$1,013.64	$0.00	238	LED		$323.28		$411.48	$0.00
	$609.36	$0.00	238	LED		$323.28		$411.48	$0.00
35	$537.72	$19,263.48	136	LED	1	$247.68	35	$327.24	$11,701.08
43	$356.52	$15,330.36	60	LED		$153.48	43	$253.44	$10,897.92
	$316.20	$0.00	80	LED		$186.00		$279.36	$0.00
	$403.68	$0.00	80	LED		$186.00		$229.36	$0.00
28	$316.20	$8,853.60	72	LED		$174.96	28	$270.60	$7,576.80
	$429.72	$0.00	58	LED		$153.48		$253.44	$0.00
	$316.20	$0.00	39	LED		$132.24		$236.76	$0.00
	[illegible]	$0.00	[illegible]	[illegible]		[illegible]		[illegible]	$0.00

Currently	
Total Current Lums	375
Total Invoice with Current Rates	$152,993.16

Note: EO Rebate will be issued directly to customer. DTE will assist the customer with the EO application process.

Proposed Conversion	
Total Future Lums	375
Total Future Invoice with Curent Rates	$111,581.16
Annual Savings	$41,412.00
Cost to Convert (CTC)	$164,439.00
DTE labor contribution	$585.00
EO Rebate (EO)	$13,890.00
CTC less EO less DTE Contribution	$150,764.00
Payback is CIAC Amount less EO rebate (yrs) divide by Annual Savings	3.64

CIAC Amount due to DTE	$163,854.00

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Exhibit A to Master Agreement

Purchase Agreement

This Purchase Agreement (this "Agreement") is dated as of [_September 11, 2019] between DTE Electric Company ("Company") and [_City of Inkster] ("Customer").

This Agreement is a "Purchase Agreement" as referenced in the Master Agreement for Municipal Street Lighting dated [June 17, 2019] (the "Master Agreement") between Company and Customer. All of the terms of the Master Agreement are incorporated herein by reference. In the event of an inconsistency between this Agreement and the Master Agreement, the terms of this Agreement shall control.

Customer requests the Company to furnish, install, operate and maintain street lighting equipment as set forth below:

1. DTE Work Order Number:	1.54351969]	
	If this is a conversion or replacement, indicate the Work Order Number for current installed equipment: [####### or N/A]	
2. Location where Equipment will be installed:	[Various locations within the City], as more fully described on the map attached hereto as Attachment 1.	
3. Total number of lights to be installed:	[375]	
4. Description of Equipment to be installed (the "Equipment"):	[_1-175MV to 58W LED 8-400MV to 136LED 38-100HPS to 58LED 149 250HPS to 136LED 73-400HPS to 238LED 36-400HPS to 136LED 42-250HPS to 39LED 28-100HPS to 72LED ______________________]	
5. Estimated Total Annual Lamp Charges	$110,954.00	
6. Computation of Contribution in aid of Construction ("CIAC Amount")	Total estimated construction cost, including labor, materials, and overhead:	$163,543.00
	Credit for 3 years of lamp charges:	$0.00
	CIAC Amount (cost minus revenue)	**$163,543.00**
7. Payment of CIAC Amount:	Due promptly upon execution of this Agreement	
8. Term of Agreement	5 years. Upon expiration of the initial term, this Agreement shall continue on a month-to-month basis until terminated by mutual written consent of the parties or by either party with thirty (30) days prior written notice to the other party.	
9. Does the requested Customer lighting design meet IESNA recommended practices?	(Check One) ☐ YES ☒ NO If "No", Customer must sign below and acknowledge that the lighting design does not meet IESNA recommended practices ______________________	

Rev. 07/18

10. Customer Address for Notices:	[29600 Princeton] [Inkster, MI 48141] [Jerome Bivins]

11. Special Order Material Terms:

All or a portion of the Equipment consists of special order material: (check one) ☐YES ☒NO

If "Yes" is checked, Customer and Company agree to the following additional terms.

A. Customer acknowledges that all or a portion of the Equipment is special order materials ("SOM") and not Company's standard stock. Customer will purchase and stock replacement SOM and spare parts. When replacement equipment or spare parts are installed from Customer's inventory, the Company will credit Customer in the amount of the then current material cost of Company standard street lighting equipment.

B. Customer will maintain an initial inventory of at least 0 posts and 0 luminaires and any other materials agreed to by Company and Customer, and will replenish the stock as the same are drawn from inventory. Costs of initial inventory are included in this Agreement. The Customer agrees to work with the Company to adjust inventory levels from time to time to correspond to actual replacement material needs. If Customer fails to maintain the required inventory, Company, after 30 days' notice to Customer, may (but is not required to) order replacement SOM and Customer will reimburse Company for such costs. Customer's acknowledges that failure to maintain required inventory could result in extended outages due to SOM lead times.

C. The inventory will be stored at ______________________________. Access to the Customers inventory site must be provided between the hours of 9:00 am to 4:00 pm, Monday through Friday with the exceptions of federal Holidays. Customer shall name an authorized representative to contact regarding inventory: levels, access, usage, transactions, and provide the following contact information to the Company:

Name: ______________________ Title: ______________________

Phone Number:__________________ Email: ______________________

The Customer will notify the Company of any changes in the Authorized Customer Representative. The Customer must comply with SOM manufacturer's recommended inventory storage guidelines and practices. Damaged SOM will not be installed by the Company.

D. In the event that SOM is damaged by a third party, the Company may (but is not required to) pursue a damage claim against such third party for collection of all labor and stock replacement value associated with the damage claim. Company will promptly notify Customer as to whether Company will pursue such claim.

E. In the event that SOM becomes obsolete or no longer manufactured, the Customer will be allowed to select new alternate SOM that is compatible with the Company's existing infrastructure.

F. Should the Customer experience excessive LED equipment failures, not supported by LED manufacturer warrantees, the Company will replace the LED equipment with other Company supported Solid State or High Intensity Discharge luminaires at the Company's discretion. The full cost to complete these replacements to standard street lighting equipment will be the responsibility of the Customer.

****

Company and Customer have executed this Purchase Agreement as of the date first written above.

Company:	Customer:
DTE Electric Company	[City of Inkster]
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________

Attachment 1 to Purchase Agreement

Map of Location

[To be attached]

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor **Date:** October 2, 2019

From: Kaitlyn Hines,
Community Planner **Date for Council Consideration:** October 7, 2019

ACTION REQUESTED: Consider approval of offer to purchase (Case # LD 19-16) three (3) vacant residential lots which are located on the east side of Allen between Chestnut Ave and Beech Ave. and are legally described as *25U87* LOT 87 WOLVERNINE TRACTOR SUB T2S R9E L38 P34 WCR (Property I.D. 44 010 06 0087 000), *25U88* LOT 88 WOLVERNINE TRACTOR SUB T2S R9E L38 P34 WCR (Property I.D. 44 010 06 0088 000), and *25U89* 90 LOTS 89 AND 90 WOLVERNINE TRACTOR SUB T2S R9E L38 P34 WCR (Property I.D. 44 010 06 0089 000) in the amount of $1,000.00 to Sharrah Cooley.

Current Action ___X____ Emergency _______ Future _______

Funds Budgeted: If Yes _X_____ Account #_101.721.673.130_ No _______ N/A _______

Mayor's Approval __________________

BACKGROUND INFORMATION

Sharrah Cooley has made the application to purchase (Case # LD 19-16) three (3) vacant residential lots which are located on the east side of Allen between Chestnut Ave and Beech Ave. and are legally described as *25U87* LOT 87 WOLVERNINE TRACTOR SUB T2S R9E L38 P34 WCR (Property I.D. 44 010 06 0087 000), *25U88* LOT 88 WOLVERNINE TRACTOR SUB T2S R9E L38 P34 WCR (Property I.D. 44 010 06 0088 000), and *25U89* 90 LOTS 89 AND 90 WOLVERNINE TRACTOR SUB T2S R9E L38 P34 WCR (Property I.D. 44 010 06 0089 000). Ms. Cooley seeks to build a house on the lots.

SCOPE OF SERVICES

Preparation and execution of purchase agreement, quit claim deed, property transfer affidavit, and recording the deed. It is highly recommended by the Planning Division that the applicant complete a title search of the property.

JUSTIFICATION

The parcel is located in the R-1B, One Family Residential zoning district. The lots are all adjacent to each other, allowing for the building of a sizable house.

PROJECT OR IMPROVEMENT TASK

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

COST

The applicant made a deposit of $300.00 and is offering the total purchase price of $1,000.00.

RESOLUTION

Authorization is hereby given for the sale of three (3) vacant residential lots which are located on the east side of Allen between Chestnut Ave and Beech Ave. and are legally described as

25U87 LOT 87 WOLVERNINE TRACTOR SUB T2S R9E L38 P34 WCR (Property I.D. 44 010 06 0087 000), *25U88* LOT 88 WOLVERNINE TRACTOR SUB T2S R9E L38 P34 WCR (Property I.D. 44 010 06 0088 000), and *25U89* 90 LOTS 89 AND 90 WOLVERNINE TRACTOR SUB T2S R9E L38 P34 WCR (Property I.D. 44 010 06 0089 000), in the amount of $1000.00 for the lots to Sharrah Cooley , subject to the following conditions:

Complete closing on the property within thirty (30) days by paying the balance of the price of the sale ($700.00), paying the cost of recording the deeds ($54.00), entering into a purchase agreement and executing a property transfer affidavit.

Finally, it is highly recommended that the applicant completes a title search of the property.

Resolved by ____________________ Seconded by ____________________

Yes:
No:
Absent:

Deposit/Administrative Fee Received $300
Date Received 7-9-19 incomplete - 7-12-19
Case # 19-16

CITY OF INKSTER
APPLICATION TO PURCHASE CITY-OWNED PROPERTY

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name Sharrah Cooley

Applicant's Address 9352 E. Pickwick Circle Taylor Mi 48180

Applicant's Phone Number: 734 383-3001

Proposed Owner's Name (as indicated on deed): Same

PROPERTY INFORMATION -- Purchase Offer $250.00

Property Location: East side of Allen Street/Avenue

Between Street/Avenue Michigan Ave. and Carlyle Street/Avenue

Tax ID, Legal Description, and Address if Structure 44010060087000

25U87 LOT 87 WOLVERNINE TRACTOR SUB T2S R9E L38 P34 WCR

Parcel Size: _4,487__ (Width) ___35___ X (Length) ___128__Current Residential

☐ Additional Parcels/Lots (attach Request for Additional Property Form)

Summary of Proposed Use: Additional Property Next to House.
Use additional sheets as needed _____THE BUYER WOULD LIKE TO BUILD AND IS PURCHASING ADDITIONAL LOTS TO HAVE ADDITIONAL SPACE.

I understand and accept as evidenced by the good-faith deposit of $100.00 for the offer to purchase city-owned property. I also understand that the offer to purchase is subject to acceptance and approval by the City of Inkster City Council. I further understand that the Council can reject the offer in the best interest of the City, but that acceptance of this offer binds me to the specific use of the property as provided by the codes and ordinances of the City.

NOTE: All City-owned property is sold "AS IS". The City is not responsible for clear title.

Sharrah Cooley
Applicant's Signature

6/28/19
Date

Broker's Name

CITY OF INKSTER
PURCHASE AGREEMENT

This Purchase Agreement, dated and made effective as of this 28th day of June, 2019, by and between the City of Inkster, a Michigan Municipal Corporation, located at 26215 Trowbridge, Inkster, Michigan 48141, ("Seller") and Sharrah Cooley located at 9352 E. Pickwick Circle Taylor MI 48180, ("Purchaser"):

The undersigned purchaser, hereby agrees to purchase the following land situated in the City of Inkster, Wayne County, Michigan described as follows: 25U87 LOT 87 WOLVERNINE TRACTOR SUB T2S R9E L38 P34 WCR
Parcel ID:44010060087000

IN CONSIDERATION OF THE COVENANTS and AGREEMENTS contained in this Purchase Agreement, the parties hereto agree as follows:

CONDITIONS SUBSEQUENT TO THE SALE OF PROPERTY

1. All property taxes must be kept current on the Property.
2. Within 15 days of the closing, the Buyer must secure the Property and ensure that all debris, trash or other materials have been removed from the outside yard area and that the grass, yard, shrubs, plantings, etc have been trimmed or removed.
3. Within 180 days of closing, the Buyer must apply for and receive a Final Certificate of Occupancy for any structure on the property (if applicable).
4. The Property shall comply with all other local ordinances regarding property maintenance and conditions.
5. The failure of the Purchaser to comply with these conditions or to cure the default within 30 days of written notice of the failure to comply may result in the City filing a reverter action in Wayne County Circuit Court seeking to rescind the purchase and requesting that title to the Property revert to the City. In addition to losing title to the Property, the Purchaser shall forfeit the purchase price for the Property.

SALE OF PROPERTY

1. The Seller will execute a Quit Claim for the aforementioned property, within 30 days of approval by the Inkster City Council. Upon Closing of the aforesaid property, a Quit Claim Deed will be provided to the Purchaser by the Seller for recording at the Wayne County Register of Deeds at the Purchaser's expense.
2. The aforementioned property is sold in "As Is Condition" and the Seller makes no warranties, representations or guarantees as to the condition of the aforementioned property. This provision also applies to property identified as condemned, dangerous, or uninhabitable.
3. The Purchaser, at its own expense, shall be responsible for obtaining a policy of title insurance, hazard insurance and all necessary permits to bring the property into compliance with all applicable local and state laws, any and all required licenses and a Certificate of Occupancy (if required).
4. The Purchaser shall complete closing within 30 days by paying the balance of the price of the sale, paying the cost of recording the deed and executing a property transfer affidavit.

PURCHASE PRICE

4. The Purchaser shall complete closing within 30 days by paying the balance of the price of the sale, paying the cost of recording the deed and executing a property transfer affidavit.

PURCHASE PRICE

1. The Purchaser shall pay the Sum of TWO HUNDRED AND FIFTY Dollars ($250.00) USD for the aforesaid property, as follows:

2. Down payment of One Hundred Dollars ($100.00) USD
3. The remainder of the purchase price of ONE HUNDRED AND SIXTY EIGHT /DOLLARS ($168.00) USD shall be paid by CERTIFIED CHECK OR MONEY ORDER, made payable to: THE CITY OF INKSTER, 26215 Trowbridge, Inkster, MI 48141.

CLOSING

1. Closing on the aforesaid property shall take place at the City of Inkster offices located at 26215 Trowbridge, Inkster, MI 48141 within 30 days of Council approval of this Purchase Agreement.

2. Purchaser shall remit the balance of purchase price by CERTIFIED CHECK OR MONEY ORDER at the time of closing.

ADDITIONAL CONDITIONS (If Any):
THE EMD IS TOTALLY REFUNDABLE IF THE OFFER IS NOT ACCEPTED.

Purchasers Initials: SC

Sellers Initials: ________

PURCHASER:

By: Sharrah Cooley L.S.

By: ____________________ L.S.

Its:

Telephone No: (734) 383-3001
SHARRAH COOLEY
9352 E. PICKWICK CIRCLE
TAYLOR MI 48180

IN PRESENCE OF:
Murray's Real Estate Services LLC
Inkster MI 48141
Stephanie Taylor & Peggy Bishop
313 478-8526 734 306-1066

Dated: ____________________

ACCEPTANCE TO THE OFFER ABOVE BY THE NAMED SELLER: The foregoing offer is accepted in accordance with the terms stated.

SELLERS:
CITY OF INKSTER

By: ______________________L.S.

Its: ______________________

Seller's Address: 26215 Trowbridge
Inkster, MI 48141
Telephone No: 313-563-4232

IN PRESENCE OF:

____

____

Dated: ____________________

The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Purchase Agreement.

Dated: ____________ X ______________________________L.S.
Purchaser

Dated: ____________ X ______________________________L.S.
Purchaser

NOTICE: IT IS RECOMMENDED THAT ALL PARTIES TO THIS PURCHASE AGREEMENT SEEK THE ASSISTANCE OF A LAWYER OR OTHER QUALIFIED PERSON.

Deposit/Administrative Fee Received ____________
Date Received ______________________________
Case # ____________________________________

CITY OF INKSTER
APPLICATION TO PURCHASE CITY-OWNED PROPERTY

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name SHARRAH COOLEY

Applicant's Address 9352 E. PICKWICK CIRCLE TAYLOR MI 48180

Applicant's Phone Number: 734 383-3001

Proposed Owner's Name (as indicated on deed): SAME

PROPERTY INFORMATION – Purchase Offer $250.00

Property Location: EAST SIDE OR ALLEN Street/Avenue

Between Street/Avenue and MICHIGAN AVE and CARLYSLE Street/Avenue

Tax ID, Legal Description, **and Address** if Structure 44010060088000

25U88 LOT 88 WOLVERNINE TRACTOR SUB T2S R9E L38 P34 WCR

Parcel Size: _4487__ (Width) ___35___ X (Length) ___128__Current Residential

☐ Additional Parcels/Lots (attach Request for Additional Property Form)

Summary of Proposed Use: Additional Property Next to House.
Use additional sheets as needed _____THE BUYER WOULD LIKE TO BUILD AND IS PURCHASING ADDITIONAL LOTS TO HAVE ADDITIONAL SPACE.________________

I understand and accept as evidenced by the good-faith deposit of $100.00 for the offer to purchase city-owned property. I also understand that the offer to purchase is subject to acceptance and approval by the City of Inkster City Council. I further understand that the Council can reject the offer in the best interest of the City, but that acceptance of this offer binds me to the specific use of the property as provided by the codes and ordinances of the City.

NOTE: All City-owned property is sold "AS IS". The City is not responsible for clear title.

Sharrah Cooley
Applicant's Signature

6/28/19
Date

Broker's Name

CITY OF INKSTER
PURCHASE AGREEMENT

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The undersigned purchaser, hereby agrees to purchase the following land situated in the City of Inkster, Wayne County, Michigan described as follows: 25U88 LOT 88 WOLVERNINE TRACTOR SUB T2S R9E L38 P34 WCR
Parcel ID:44010060088000

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3. Within 180 days of closing, the Buyer must apply for and receive a Final Certificate of Occupancy for any structure on the property (if applicable).
4. The Property shall comply with all other local ordinances regarding property maintenance and conditions.
5. The failure of the Purchaser to comply with these conditions or to cure the default within 30 days of written notice of the failure to comply may result in the City filing a reverter action in Wayne County Circuit Court seeking to rescind the purchase and requesting that title to the Property revert to the City. In addition to losing title to the Property, the Purchaser shall forfeit the purchase price for the Property.

SALE OF PROPERTY

1. The Seller will execute a Quit Claim for the aforementioned property, within 30 days of approval by the Inkster City Council. Upon Closing of the aforesaid property, a Quit Claim Deed will be provided to the Purchaser by the Seller for recording at the Wayne County Register of Deeds at the Purchaser's expense.
2. The aforementioned property is sold in "As Is Condition" and the Seller makes no warranties, representations or guarantees as to the condition of the aforementioned property. This provision also applies to property identified as condemned, dangerous, or uninhabitable.
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4. The Purchaser shall complete closing within 30 days by paying the balance of the price of the sale, paying the cost of recording the deed and executing a property transfer affidavit.

PURCHASE PRICE

1. The Purchaser shall pay the Sum of TWO HUNDRED AND FIFTY Dollars ([illegible]) USD for the aforesaid property, as follows:
   250.00 SC
2. Down payment of One Hundred Dollars ($100.00) USD
3. The remainder of the purchase price of ONE HUNDRED AND SIXTY EIGHT /DOLLARS ($168.00) USD shall be paid by CERTIFIED CHECK OR MONEY ORDER, made payable to: THE CITY OF INKSTER, 26215 Trowbridge, Inkster, MI 48141.

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ADDITIONAL CONDITIONS (If Any):
THE EMD IS TOTALLY REFUNDABLE IF THE OFFER IS NOT ACCEPTED.

Purchasers Initials: SC

Sellers Initials: ________

PURCHASER:

By: ______________________ L.S.

By: ______________________ L.S.

Its:

Telephone No: (734) 383-3001
SHARRAH COOLEY
9352 E. PICKWICK CIRCLE
TAYLOR, MI 48180

IN PRESENCE OF:
Murray's Real Estate Services LLC
Inkster MI 48141
Stephanie Taylor & Peggy Bishop
313 478-8526 734 306-1066

Dated: ______________________

ACCEPTANCE TO THE OFFER ABOVE BY THE NAMED SELLER: The foregoing offer is accepted in accordance with the terms stated.

SELLERS:
CITY OF INKSTER

By: ________________________L.S.

Its: ________________________

Seller's Address: 26215 Trowbridge
Inkster, MI 48141
Telephone No: 313-563-4232

IN PRESENCE OF:

____

____

Dated: ______________________

The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Purchase Agreement.

Dated: _____________ X ______________________________L.S.
Purchaser

Dated: _____________ X ______________________________L.S.
Purchaser

NOTICE: **IT IS RECOMMENDED THAT ALL PARTIES TO THIS PURCHASE AGREEMENT SEEK THE ASSISTANCE OF A LAWYER OR OTHER QUALIFIED PERSON.**

Deposit/Administrative Fee Received ____________
Date Received ____________
Case # ____________

CITY OF INKSTER
APPLICATION TO PURCHASE CITY-OWNED PROPERTY

APPLICANT INFORMATION (Please Print Clearly)

Applicant's Name Sharrah Cooley

Applicant's Address 9352 E. Pickwick Circle Taylor Mi 48180

Applicant's Phone Number: 734 383-3001

Proposed Owner's Name (as indicated on deed): Same

PROPERTY INFORMATION – Purchase Offer $500.00

Property Location: East side of Allen Street/Avenue

Between Street/Avenue Michigan Ave. and Carlyle Street/Avenue

Tax ID, Legal Description, **and Address** if Structure 44010060089000

25U89 90 LOTS 89 AND 90 WOLVERNINE TRACTOR SUB T2S R9E L38 P34 WCR

Parcel Size: _8973__ (Width) ___70___ X (Length) ___128__Current Residential

☐ Additional Parcels/Lots (attach Request for Additional Property Form)

Summary of Proposed Use: Additional Property Next to House.
Use additional sheets as needed _____THE BUYER WOULD LIKE TO BUILD AND IS PURCHASING ADDITIONAL LOTS TO HAVE ADDITIONAL SPACE.

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Sharrah Cooley
Applicant's Signature

Date 6/28/19

Broker's Name

CITY OF INKSTER
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The undersigned purchaser, hereby agrees to purchase the following land situated in the City of Inkster, Wayne County, Michigan described as follows: 25U89 90 LOTS 89 AND 90 WOLVERNINE TRACTOR SUB T2S R9E L38 P34 WCR
Parcel ID:44010060089000

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4. The Purchaser shall complete closing within 30 days by paying the balance of the price of the sale, paying the cost of recording the deed and executing a property transfer affidavit.

PURCHASE PRICE

1. The Purchaser shall pay the Sum of FIVE HUNDRED AND FIFTY Dollars ($500.00) USD for the aforesaid property, as follows:

2. Down payment of One Hundred Dollars ($100.00) USD
3. The remainder of the purchase price of FOUR HUNDRED AND EIGHTEEN /DOLLARS ($418.00) USD shall be paid by CERTIFIED CHECK OR MONEY ORDER, made payable to: THE CITY OF INKSTER, 26215 Trowbridge, Inkster, MI 48141.

CLOSING

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Purchasers Initials: SC

Sellers Initials: ________

PURCHASER:

By: Sharrah Cooley L.S.

By: ______________________ L.S.

Its:

Telephone No: (734) 383-3001
SHARRAH COOLEY
9352 E. PICKWICK CIRCLE
TAYLOR, MI 48180

IN PRESENCE OF:
Murray's Real Estate Services LLC
Inkster MI 48141
Stephanie Taylor & Peggy Bishop
313 478-8526 734 306-1066

Dated: ______________________

ACCEPTANCE TO THE OFFER ABOVE BY THE NAMED SELLER: The foregoing offer is accepted in accordance with the terms stated.

SELLERS:
CITY OF INKSTER

By: _________________________L.S.

Its: _________________________

Seller's Address: 26215 Trowbridge
Inkster, MI 48141
Telephone No: 313-563-4232

IN PRESENCE OF:

____

____

Dated: ______________________

The undersigned Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Purchase Agreement.

Dated: ______________ X ______________________________________L.S.
Purchaser

Dated: ______________ X ______________________________________L.S.
Purchaser

NOTICE: <u>IT IS RECOMMENDED THAT ALL PARTIES TO THIS PURCHASE AGREEMENT SEEK THE ASSISTANCE OF A LAWYER OR OTHER QUALIFIED PERSON.</u>

Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address:	**Allen**	Property ID:	**44010060087000**
City/State/Zip:	**Inkster, Michigan, 48141**		
Owner Name:	**City Of Inkster**	Lat/Long:	**0.000000 / 0.000000**
Taxpayer Address:	**26215 Trowbridge Street**	Census Tract:	
City/State/Zip:	**Inkster, Michigan, 48141-2479**	Block Group:	
City/Village/Town:	**Inkster**	School District:	**Taylor**
Subdivision:	**WOLVERINE TRACTOR SUB**	Property Category:	**Government**
MLS Area:	**05080 - Inkster**	Land Use:	**703 - EXEMPT - COUNTY, CITY, TWP, VILL**
Legal Description:	**25U87 LOT 87 WOLVERNINE TRACTOR SUB T2S R9E L38 P34 WCR**		

Photos

Taxes

Year	Season	Total Ad Val	Admin Fee	Asmnt	CVT	Ttl Seasonal
2018	W	$0.00	$0.00	$0.00	$0.00	$0.00
2018	S	$0.00	$0.00	$0.00	$0.00	$0.00
2017	W	$0.00	$0.00	$0.00	$0.00	$0.00
2017	S	$0.00	$0.00	$0.00	$0.00	$0.00
2016		$0.00	$0.00	$0.00	$0.00	$0.00

Assessments

Year	Taxable Val	State Eq Val	Hmstd %	Ttl Taxes

Transfer Information

Grantor	Grantee	Record Date	Deed Date	Sale Price	Deed Type	Liber/Page

Other Recordings

Obligee	Obligor	Record Date	Doc Date	Amount	Doc Type	Liber/Page

Characteristics

#1 Porch/Dimensions:	/	Storm Sewer:	
#2 Porch/Dimensions:	/	Land Dimension:	**35.00X128.00**
Topography:		Land Sqft:	**4487**
Irregular:		Acres:	**0.10**

Search for MLS Listings

Click Arrow for Property History

Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address:	**Allen**	Property ID:	**44010060085000**
City/State/Zip:	**Inkster, Michigan, 48141**		
Owner Name:	**City Of Inkster**	Lat/Long:	**0.000000 / 0.000000**
Taxpayer Address:	**26215 Trowbridge Street**	Census Tract:	
City/State/Zip:	**Inkster, Michigan, 48141-2479**	Block Group:	
City/Village/Town:	**Inkster**	School District:	**Taylor**
Subdivision:	**WOLVERINE TRACTOR SUB**	Property Category:	**Government**
MLS Area:	**05080 - Inkster**	Land Use:	**703 - EXEMPT - COUNTY, CITY, TWP, VILL**
Legal Description:	**25U88 LOT 88 WOLVERNINE TRACTOR SUB T2S R9E L38 P34 WCR**		

Photos

Taxes

Year	Season	Total Ad Val	Admin Fee	Asmnt	CVT	Ttl Seasonal
2018	W	$0.00	$0.00	$0.00	$0.00	$0.00
2018	S	$0.00	$0.00	$0.00	$0.00	$0.00
2017	W	$0.00	$0.00	$0.00	$0.00	$0.00
2017	S	$0.00	$0.00	$0.00	$0.00	$0.00
2016		$0.00	$0.00	$0.00	$0.00	$0.00

Assessments

Year	Taxable Val	State Eq Val	Hmstd %	Ttl Taxes

Transfer Information

Grantor	Grantee	Record Date	Deed Date	Sale Price	Deed Type	Liber/Page

Other Recordings

Obligee	Obligor	Record Date	Doc Date	Amount	Doc Type	Liber/Page

Characteristics

#1 Porch/Dimensions:	/	Storm Sewer:	
#2 Porch/Dimensions:	/	Land Dimension:	**35.00X128.00**
Topography:		Land Sqft:	**4487**
Irregular:		Acres:	**0.10**

Search for MLS Listings

Click Arrow for Property History

Wayne County Public Records - Full Detail Report

Location & Ownership

Property Address:	**Allen**	Property ID:	**44010060059000**
City/State/Zip:	**Inkster, Michigan, 48141**		
Owner Name:	**City Of Inkster**	Lat/Long:	**0.000000 / 0.000000**
Taxpayer Address:	**26215 Trowbridge Street**	Census Tract:	
City/State/Zip:	**Inkster, Michigan, 48141-2479**	Block Group:	
City/Village/Town:	**Inkster**	School District:	**Taylor**
Subdivision:	**WOLVERINE TRACTOR SUB**	Property Category:	**Government**
MLS Area:	**05080 - Inkster**	Land Use:	**703 - EXEMPT - COUNTY, CITY, TWP, VILL**
Legal Description:	**25U89 90 LOTS 89 AND 90 WOLVERNINE TRACTOR SUB T2S R9E L38 P34 WCR**		

Photos

Taxes

Year	Season	Total Ad Val	Admin Fee	Asmnt	CVT	Ttl Seasonal
2018	W	$0.00	$0.00	$0.00	$0.00	$0.00
2018	S	$0.00	$0.00	$0.00	$0.00	$0.00
2017	W	$0.00	$0.00	$0.00	$0.00	$0.00
2017	S	$0.00	$0.00	$0.00	$0.00	$0.00

Assessments

Year	Taxable Val	State Eq Val	Hmstd %	Ttl Taxes

Transfer Information

Grantor	Grantee	Record Date	Deed Date	Sale Price	Deed Type	Liber/Page
COUNTY OF WAYNE	TREASURER CONTROLLER C	01/18/2011	01/18/2011		QCD	48939/1263
CITY OF INKSTER	SMITHON LASHAW	05/05/2004	01/26/2004	$1,000	QCD	40558/0175

Other Recordings

Obligee	Obligor	Record Date	Doc Date	Amount	Doc Type	Liber/Page

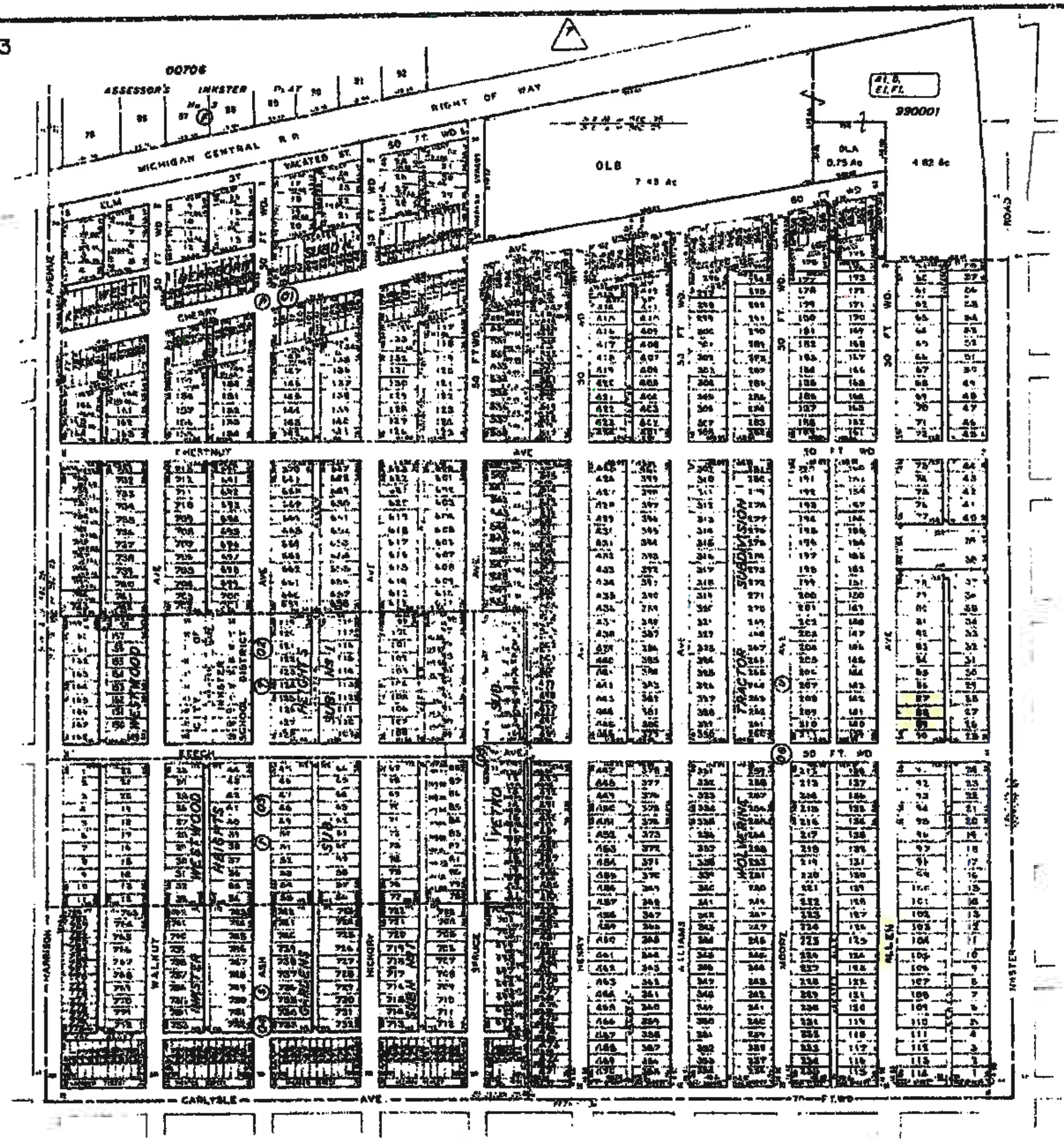
Characteristics

#1 Porch/Dimensions:	/	Storm Sewer:	
#2 Porch/Dimensions:	/	Land Dimension:	**70.00X128.00**
Topography:		Land Sqft:	**8973**
Irregular:		Acres:	**0.21**

Search for MLS Listings

Click Arrow for Property History

82-08-253



S.E. 1/4 SECTION 23

CITY OF INKSTER

T. 2 S. R. 9 E.

WAYNE COUNTY, MICHIGAN

DEPARTMENT of MANAGEMENT and BUDGET
ASSESSMENT and EQUALIZATION DIVISION

(c) 2005 COUNTY OF WAYNE, STATE OF MICHIGAN

Google Maps 44010060068000 44010090057000 44010040089000

Imagery ©2019 Google, Map data ©2019 50 ft

ISSUING AGENT

CVS/pharmacy MoneyGram. INTERNATIONAL MONEY ORDER 75-58 919

To Validate: Touch the stop sign, then watch it fade and reappear

06/28/2019

6972126838
MONEY ORDER

MONEY ORDER NUMBER 6972126838 6

PAY TO THE ORDER OF/ PAGAR A LA ORDEN DE: City of Inkster

IMPORTANT SEE BACK BEFORE CASHING

Sheater Cooley

PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR

PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

MONEY ORDER: ADDRESS / GIFT CERTIFICATE: RECIPIENT

Payable Through Wells Fargo Bank, N.A. Faribault, MN

ISSUER/DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC.

PAY EXACTLY $**$300.00

THREE HUNDRED **
DOLLARS 00 CENTS

27249710558105
18899031791168 38

⑆091900533⑆697 2126838 6⑈ 90

LETTER OF GOOD STANDING

Date: 6-28-19

In accordance with the City of Inkster Land Sale policy designed to ensure a buyer's ability to develop, use and maintain City-owned property in a manner acceptable to the City, the City of Inkster must verify that the buyer is in "good standing". Good standing means that the buyer(s) is/are not delinquent in real or personal property taxes, water assessments or other property-related assessments with the City of Inkster. Property-related assessments may include, but are not limited to, board-up charges, clean-up charges, weed cutting charges and other miscellaneous property maintenance charges. In addition, the buyer shall not own property that is being foreclosed upon, abandoned or otherwise code-deficient and all properties owned by the buyer must have a valid certificate of occupancy. The buyer shall not own any unsafe structures and is shall not be in default of a previous Purchase Agreement with the City.

I, SHARRAH COOLEY (buyer's printed name), certify having read, understand and agree to the aforementioned statement on the meaning of "Good Standing."

I, Sharrah Cooley (buyer's signature), certify that I am in "Good Standing" with the City of Inkster.

MURRAY'S REAL ESTATE SERVICES LLC

HOLD HARMLESS FORM

28057 MICHIGAN AVE

INKSTER, MICHIGAN 48141

313-478-8526

CAUTION PLEASE READ AND SIGN BEFORE ENTERING

MURRAY'S REAL ESTATE SERVICES LLC. AND STEPHANIE MURRAY TAYLOR AND PEGGY BISHOP HAS INFORMED THE BUYER, SELLER, ASSIGNEE, ASSIGNOR, AND ANY INSPECTOR, CONSULTANT, CONTRACTOR AND ATTORNEY. THAT STEPHANIE TAYLOR AND PEGGY BISHOP WHO WORKS FOR MURRAY REAL ESTATE SERVICES LLC IS WITNESSING SIGNATURES TO AN OFFER TO PURCHASE REAL ESTATE FROM THE CITY OF INKSTER. THE BUYERS HAS BEEN TOLD TO CONSULT THEIR ATTORNEY, TITLE COMPANY, HOME OWNER ASSOCIATION, TREASURER, REGISTER DEED ASSESSMENT AT THE CITY OF INKSTER TO COMPLETE A TRANSFER AFFIDAVIT WITHIN 45 DAYS OF THIS QUIT CLAIM DEED AND OBTAIN INSURANCE, AND TITLE SEARCH AND TITLE INSURANCE TO FIND OUT IF ANY ENTITIY THAT COULD HAVE AN INTEREST OR EFFECT TO THE TRANSFER OF THIS PROPERTY. PEGGY BISHOP AND STEPHANIE TAYLOR IS NOT APART OF THIS TRANSATION AND BOTH PARTIES HOLD MURRAY'S REAL ESTATE PEGGY BISHOP AND STEPHANIE TAYLOR HARMELESS AND FREE FROM ANY LEGAL LIABILITY.

SIGNATURE Sharrah Cooley DATE 10/28/19

PRINT NAME Sharrah Cooley DATE ____

SIGNATURE ____ DATE ____

PRINT NAME ____ DATE ____

WITNESS Peggy B DATE 6-28-19

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor **Date: October 2, 2019**

From: Darin Carrington, Treasurer **Date for Council's Consideration: October 7, 2019**

ACTION REQUESTED: Consider authorizing Administration to conduct promotional exams within the Police Department at a total estimated costs of $23,840.

Current Action __X__ Emergency _____ Future ______

Funds Budgeted: If Yes ____ Account # 101-301-960.000 No __X__

Mayor Approval Byron H Nolen

BACKGROUND:

The City's Police Department needs to administer promotional exams in order to ensure that it has in place officers to fill higher ranked roles as they become available.

SCOPE OF SERVICES:

To allow the Administration to contract with outside vendor to administer promotional exams including all related costs.

JUSTIFICATION:

The City is looking to ensure that promotional exams are done as needed to adequately address staffing within the Police Department to ensure effective operations. Additionally, the City want to take steps necessary to comply with labor agreements with police unions.

PROJECT IMPROVEMENTS:

Allow for effective operations within the Police Department and to ensure that there are adequate numbers of officers ready to move into higher ranked roles of responsibility.

COSTS:

Total cost of the project is an estimated $23,480.

PROJECTED TIME TABLE:

Following announcement of the exam and contracting with the vendor, officers would be provided with a 90 day period for studying. Exams would be scheduled soon after the conclusion of the study period.

RESOLUTION:

Authorization is hereby given to Administration to contract with a vendor for the purpose of administering promotional exams for the Police Department

Resolved by ____________________ Seconded by ________________________

Yes:
No:
Absent:

INKSTER POLICE DEPARTMENT
Inter-Office Memorandum
OFFICE OF THE CHIEF

To: Mayor Byron Nolen
Treasurer Darin Carrington

Date: 07/30/2019

Re: ***Anticipated Costs for Police Promotional Testing***

Please see the anticipated costs for police promotional testing below. We are utilizing EMPCO of Southfield, Michigan for the testing, including proctoring the test, issuing the syllabus, scoring, and oral board:

RANK	ESTIMATED NO. OF ELGIBLE EMPLOYEES	COST
CORPORAL	**15**	**$1650.00**
Detective	**15**	**$1650.00**
Sergeant	**15**	**$1650.00**
Lieutenant	**03**	**$0330.00**

Costs for proctoring four testing sessions @ $350.00 ea.	**$1400.00**
Costs for four oral board testing dates @ $4,000.00 ea.	**$16,000.00**
Costs for incidentals during oral board $200 ea. X4	**$0800.00**
TOTAL ANTICIPATED TESTING COSTS:	**$23,480.00**

William J. Ratliff
Assistant Chief of Police

REQUEST FOR COUNCIL ACTION

To: Byron Nolen, Mayor	**Date: October 2, 2019**
From: Darin Carrington, Treasurer	**Date for Council's Consideration: October 7, 2019**

ACTION REQUESTED: Consider authorizing the reduction of property taxes owed for property located at 3263 Moore St.

Current Action __X__ Emergency ______ Future _______

Funds Budgeted: If Yes ____ Account # 101-301-960.000 No __X__

Mayor Approval Byron H. Nolen

BACKGROUND:

3263 Moore Street is owned by Smith Chapel AME Church and had been exempt from taxes for several years. Upon review by the City Assessor, the tax-exempt status was changed due to no organization name being associated with the property. An Assessment notice was sent out in February 2019. Due to the timing of the action and notice, the owner did not have an opportunity to reverse the removal of the exemption.

SCOPE OF SERVICES:

To partially rectify this matter, the City is proposing to waive the City's portion of the property taxes owed for Summer 2019.

JUSTIFICATION:

The property owner, Smith Chapel AME, previously held tax-exempt status for this property. Additionally, the property has been used in part for tax exempt purposes.

PROJECT IMPROVEMENTS:

N/A

COSTS:

The City would be waiving its portion of the Summer Taxes. The amount of this is $755.58 .

PROJECTED TIME TABLE:

N/A

RESOLUTION:

Authorization is hereby given for the Administration to adjust the property taxes for 3263 Moore (Parcel # 44-010-06-0196-002) for the City's portion of 2019 Summer Taxes in the amount of $755.58.

Resolved by ____________________ Seconded by ________________________

Yes:
No:
Absent:

3263 Moore - Smith Chapel AME

Summer Tax Bill		1,623.72
City Portion:		
City	413.47	
Rubbish	62.01	
CSO Basin	185.68	
Advertising	5.94	
Solid Waste	81.00	
Total City		748.10
Quasi-City		
Parks & Rec	47.53	
Senior Services	23.99	
Total Quasi- City	NOT ADJ	71.52
Total Non-City	NOT ADJ	804.10
Adjusted Bill:		
Summer Taxes		1,623.72
Admin Fee		16.23
City Portion adj.		(748.10)
Admin Fee adj.		(7.48)
Adjusted Summer Tax Bill		**884.37**
Total Adjustment		755.58