1. PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. APPROVAL OF AGENDA

4. PRESENTATION
   4.A. Adoption of Resolution of Condolence for Former Mayor Robert Porter
   4.B. Adoption of Condolence Resolution for Nancy Goedert
   4.C. Ferndale Public Schools Update by Superintendent Dr. Dania Bazzi
   4.D. Boards and Commissions Public Portal Preview
   4.E. Update Presentation on the Cobalt Community Survey

5. CALL TO AUDIENCE
   Strict half-hour; excess of half-hour immediately prior to Call to Council.

   Time Limitations for Public Comments

   - Call to Audience 3 minutes
   - Public Hearings 3 minutes
   - Regular Agenda Items 3 minutes

6. PUBLIC HEARING

   6.A. Consideration of the Conditional Rezoning of 549 E Marshall from R-1 (Single Family Residential) to MXD-1 (Mixed Use 1), as Submitted by the Sustainability Planner

7. CONSENT AGENDA

   7.A. Approval of Minutes of Regular Council Meeting held January 27, 2020, as Submitted by City Clerk
7.B. **Approval by City Council to Proclaim the City of Ferndale a "Purple Heart City," as Submitted by Police Chief Palazzolo and Council Member Mikulski**

7.C. **Approval to Extend Contract with Hydro Corp, Inc. for the Commercial Cross Connection Control Program in the Amount Annually of $21,912.00, to be Charged to the Water Fund, Contractual Services, Account Number 592-000-818, as Submitted by the DPW Deputy Director**

7.D. **Approval of the Annual SMART Specialized Services Third-Party Contract for Fiscal Year 2020 in the Amount of $18,678, Charged to Account Number 288-000-681-001, and Authorization of the Mayor or City Manager to Sign the Contract, as Submitted by Parks & Recreation Director**

7.E. **Approval of Payment to Nationwide Lifts of Michigan, in the Amount of $2,563.00, for Elevator Repairs at City Hall, Charged to General Fund, Public Services, Facilities Maintenance, Account Number 101-441-931, as Submitted by the DPW Deputy Director**

7.F. **Approval of Tuition Coverage for Lieutenant Berousek to Attend Eastern Michigan University Fire Staff and Command Program for year 2020, Charged to Training, in the Amount of $3,250.00 from Account Number 101-336-873.000, as Submitted by the Fire Chief**

7.G. **Approval of Payment to Speed Tech Equipment for Emergency Compactor Motor Replacement, in the Amount of $3,181.18, to be Charged to Sanitation Fund, Repair and Maintenance, Account Number 226-000-775, as Submitted by the DPW Deputy Director**

7.H. **Approval of Contract No. 19-5621 by and Between the Michigan Department of Transportation and the City of Ferndale, for Asphalt Resurfacing, Concrete Curb and Gutter, Drive Approach, Sidewalk Ramps, Drainage Improvements, Structures Adjustments, Permanent Signing, Turf Establishment, and Pavement Markings on West Marshall Between Woodward Avenue and Allen Road, in the City of Ferndale, to be Funded from Local Roads, Account Number 450-000-977-000, in the amount of $712,200 and to Authorize the Mayor and City Clerk to Execute said Contract and to authorize estimated engineering costs in the amount of $173,000, as Submitted by the Planning Manager**

7.I. **Approval of the Purchase of Blue Card Command Classroom and Practical Training for 13 Members of the Fire Department, in the Amount of $8,507.50 to be Charged to Training, Account number 101-336-873.000, as Submitted by the Fire Chief**

7.J. **Approval of the Bills and Payrolls as Submitted by the City Manager's Office and Subject to Review by the Council Finance Committee**

**8.REGULAR AGENDA**

8.A. **Consideration of Mayoral Appointment to the Civil Service Board**
8.B. Consideration of the Online Records Management Bid Award to Jobes Technology Services

8.C. Consideration of the Bid Award for the W. Troy Water Main Replacement to D'Angelo Brothers Inc.

8.D. Consideration of Adenda to the AIA Agreement with Colasanti Construction

9.CALL TO COUNCIL

10.ADJOURNMENT
CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: Marne McGrath

SUBJECT: Adoption of Resolution of Condolence for Former Mayor Robert Porter

INTRODUCTION
Former Mayor Robert Porter passed away February 3, 2020 after a lengthy illness. City Council will adopt this Resolution of Condolence in his honor.

SUMMARY & BACKGROUND
Robert Porter was elected to Ferndale City Council in 1995, and assumed office on January 1, 1996. After serving two terms on City Council he was elected for three terms as Mayor in 2001, 2003, and 2005. Beyond Mr. Porter's service on Council, he was an active and engaged member of the Ferndale community. It is with great sadness that Ferndale City Council acknowledges Robert Porter's passing and recognizes his significant contributions to our community.

BUDGETARY CONTEXT

CIP#

ATTACHMENTS
2020 02 10 Robert Porter Condolence.doc

STRATEGIC PLANNING CONTEXT
Organizational and Financial Excellence

RECOMMENDED ACTION
Adoption of Resolution of Condolence for former Mayor Robert Porter, as submitted by City Clerk.
CITY OF FERNDALE
RESOLUTION OF CONDOLENCE
HONORING ROBERT PORTER

At a Regular meeting of the City Council of the City of Ferndale, Oakland County, Michigan, held in the Council Chambers at 300 E. Nine Mile Road, Ferndale, Michigan 48220 on the 10th of February, 2020

Mayor Melanie Piana, on behalf of the Ferndale City Council, extends the City’s condolences to the family of former Mayor Robert Porter.


Mr. Porter was elected to City Council in 1995, and assumed office on January 1, 1996. After serving two terms on City Council he was elected to three terms as Mayor in 2001, 2003, and 2005. Mr. Porter served on a variety of City boards and commissions and served as a member of Board of Zoning Appeals up until his death. He served on the State Fair Advisory Board and was appointed as Michigan’s State Fair Authority Manager in 2009 by Governor Granholm, managing Michigan’s last fair at the State Fairgrounds.

Beyond Mr. Porter’s service on Council, he was an active and engaged member of the Ferndale community. It is with great sadness that Ferndale City Council acknowledges Robert Porter’s passing and recognizes his significant contributions to the betterment of our community.

I, Marne McGrath, City Clerk of Ferndale, certify that this is a true copy of a Resolution duly adopted by the Ferndale City Council at a meeting held February 10, 2020.

________________________________
Marne McGrath, City Clerk
CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: Marne McGrath

SUBJECT: Adoption of Condolence Resolution for Nancy Goedert

INTRODUCTION
Former Ferndale Mayor Charles Goedert's mother, Nancy, recently passed away, and the City of Ferndale will adopt a Resolution of Condolence in her honor.

SUMMARY & BACKGROUND
Nancy Goedert was a long-time community activist and advocate for peaceful protest. She was a member of the Raging Grannies, a collective of mostly older ladies who protested and spoke out for peace.

BUDGETARY CONTEXT

CIP#

ATTACHMENTS
2020 02 10 Nancy Goedert Condolence Resolution

STRATEGIC PLANNING CONTEXT
Safe, Protected, Engaged Community

RECOMMENDED ACTION
Adoption of Condolence Resolution for Nancy Goedert
CITY OF FERNDALE
RESOLUTION OF CONDOLENCE
HONORING NANCY GOEDERT

At a Regular meeting of the City Council of the City of Ferndale, Oakland County, Michigan, held in the Council Chambers at 300 E. Nine Mile Road, Ferndale, Michigan 48220 on the 10th of February, 2020

Mayor Melanie Piana, on behalf of the Ferndale City Council, extends the City’s condolences to the family of Nancy Goedert.

Mrs. Goedert was the mother of former mayor Charles Goedert and a long-time community activist. She was well-known as a member of the Raging Grannies, an international group of peace activists who dress in clothes that mock the stereotypes of older women and sing songs to protest for social justice causes. For many years Mrs. Goedert could often be seen protesting war on Monday evenings at the corner of 9 Mile Road and Woodward. Her spirit and fervor for social justice will be long remembered.

It is with great sadness that Ferndale City Council acknowledges Nancy Goedert’s passing and recognizes her contributions to the betterment of our community.

I, Marne McGrath, City Clerk of Ferndale, certify that this is a true copy of a Resolution duly adopted by the Ferndale City Council at a meeting held February 10, 2020.

________________________________
Marne McGrath, City Clerk
CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: Barb Miller

SUBJECT: Ferndale Public Schools Update by Superintendent Dr. Dania Bazzi

INTRODUCTION
Dr. Bazzi has requested the opportunity to present an update.

SUMMARY & BACKGROUND
Dr. Bazzi has requested the opportunity to present an update.

BUDGETARY CONTEXT
NA

CIP#
NA

ATTACHMENTS

STRATEGIC PLANNING CONTEXT
Strong Regional Partnerships

RECOMMENDED ACTION
Ferndale Public Schools update by Superintendent Dr. Dania Bazzi
CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: Marne McGrath

SUBJECT: Boards and Commissions Public Portal Preview

INTRODUCTION
Granicus, the City's agenda management and video streaming software, has a boards and commissions module. The City Clerk's Office has been importing data and training with Granicus to implement a robust and interactive public portal which will include all boards, rosters, vacancies, description of boards, preferred application criteria, and an "apply" button within the module in one location for ease of access and transparency. Reapplication or dual board applications is simplified by saving past application information and tying to a user's email address.

SUMMARY & BACKGROUND
The City has been using a spreadsheet method for tracking board and commission vacancies. This method requires manual input of applicant information and appointment updates. Several years ago the City participated in a pilot project with OnBoard, a board and commission tracking module and public portal funded by the Knight Foundation and spearheaded by Metro Matters. Unfortunately the project was not expanded and we have been looking for a boards and commissions management solution since then. We included Granicus' boards and commissions module in our product suite and will be rolling out the public portal within the next month. We are working with the Communications Department to let the community know about the new portal and how to navigate it.

BUDGETARY CONTEXT
NA

CIP#
NA

ATTACHMENTS
2020_02_10_Boards_and_Commissions_Software_Preview

STRATEGIC PLANNING CONTEXT
Organizational and Financial Excellence

RECOMMENDED ACTION
The City Clerk recommends a new boards and commissions process going forward: all vacancies are posted and publicized, with a set application period of 14 days, to be followed by a review period by the appropriate appointing authority, who shall identify the appointment to city clerk for addition to the next Council agenda. Applications are only retained during the current vacancy period.
Current Boards and Commissions Process

- Manual website updates make it difficult to keep vacancies up to date
- Manual tracking of appointments via spreadsheet
- Email application vetting is inefficient and requires frequent follow-up
What happens to applications?

01 Clerk and Deputy receive app via Seamless Docs – Deputy forwards to pertinent staff and liaisons

02 Staff liaison, board chair, council liaison review and make recommendation – email to Mayor for consideration

03 Mayor notifies clerks to place confirmation of appointment on Council agenda

04 Applicants often linger in the system for months awaiting a response
New Boards and Commissions Process

- Board descriptions, preferred qualifications, vacancies, rosters, and applications in one location
- Easier applications: Apply button on landing page and every board page
- Applications forwarded to liaisons and staff - email reminders for quicker turnaround on applications
Ferndale Boards & Commissions

Accessibility and Inclusion Commission
The commission studies challenges relating to persons with visual, hearing, mental, or mobility impairments and their interaction with the community, and advises City Council on its findings.

Members are to include primarily visually, hearing, mentally and/or mobility impaired individuals or organizations representing them.

Preferred qualifications/areas of expertise:
- Advertising/marketing/public relations
- Architecture
- Building construction/engineering
- Accessibility issues
- Education
- Event planning

Arts and Cultural Commission
The commission promotes public art and cultural activities.

Members are appointed by the City Council, and should be persons who are interested and knowledgeable and who reflect the diversity of the community. In addition, members should have some background in the arts community.

Preferred qualifications/areas of expertise:
- Advertising/marketing/public relations
- Art
- Culture
- Education
- Event planning
- Music

Beautification Commission
The commission encourages and preserves the beauty of the City of Ferndale through outdoor education programs, recognition of residential and commercial beautification efforts, and recommendation and implementation of plantings in
<table>
<thead>
<tr>
<th>Members</th>
</tr>
</thead>
</table>
| Marsha Alther  
Sidewalks & Trails Committee  
1st Term: Oct 26, 2019 to Dec 31, 2021 |  
| Linda Ashley  
Arts and Cultural Commission  
2nd Term: Jan 01, 2020 to Jan 01, 2022 |  
| Art Ashley  
Construction Board of Appeals  
1st Term: Feb 26, 2018 to Dec 31, 2020 |  
| Dennis Augustson  
Parks and Recreation Advisory Commission  
2nd Term: Feb 13, 2017 to Dec 31, 2019 |  
| Christa Azar  
Planning Commission  
1st Term: Feb 25, 2004 to Dec 31, 2021  
Office: Commissioner |  
| Kate Baker  
Planning Commission  
1st Term: Feb 13, 2012 to Dec 31, 2020  
Office: Chair |  
| Michael Flores |
## Ferndale Boards & Commissions Vacancies

Feb 04, 2020 to May 04, 2020

### Accessibility and Inclusion Commission

<table>
<thead>
<tr>
<th>Immediate Vacancy</th>
<th>Term:</th>
<th>Appointing Authority:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/A</td>
<td>Mayor</td>
</tr>
</tbody>
</table>

### Arts and Cultural Commission

<table>
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<tr>
<th>Immediate Vacancy</th>
<th>Term:</th>
<th>Appointing Authority:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/A</td>
<td>Mayor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Immediate Vacancy</th>
<th>Term:</th>
<th>Appointing Authority:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/A</td>
<td>Mayor</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Immediate Vacancy</th>
<th>Term:</th>
<th>Appointing Authority:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N/A</td>
<td>Mayor</td>
</tr>
</tbody>
</table>
Thank you for your interest in serving. Your application will be forwarded to the appointing authority for the board or commission to which you applied for their review. If you are recommended for appointment, you will be contacted with the date of the Council meeting at which your appointment will be considered. Please plan to attend that meeting, if possible. Applications are only retained during the current vacancy period, but you can easily reapply for future vacancies by using the same email address you used on this application.
Where are agendas & minutes?

- You can easily access via the meetings page: ferndalemi.gov/council-meetings
- Correcting an existing process gap, boards and commissions minutes for all public meetings will be available by May 1
New Standard Operating Procedure Recommendation

1. Advertise all current vacancies through Communications
2. Set an application period – recommended fourteen days
3. All applications then sent to mayor or appointing authority for review
4. The appointing authority shall identify the appointment to city clerk for addition to the agenda
5. Timeline should be consistent so that applicants are not waiting months to hear whether they will be appointed

Suggest eliminating rolling applications. When a vacancy reopens interested parties can easily reapply in the future by using the same email address they did when they initially applied.
Timeline

March 1
- New boards and commissions module goes live with soft launch

April 1
- City Clerk to hold orientation session with staff liaisons, council liaisons, chairs, and recording secretaries

May 1
- Boards and commissions minutes will be available on the City Meetings page
Communications & Transparency

• Soft- and hard-launches of new Granicus module
• Website—news, homepage, and iframe module on Clerk’s site
• Social media
• Cable—Content will be highlighted in short video or featured graphics on City’s cable affiliate WFRN
• Local media
• FAQ launch—Kara will maintain office hours all day on day of launch, letting the public know they can call/text/Facebook/stop in/cARRIER pigeon questions and she/the Clerk’s Office will answer on the spot
• Monthly push via website and Facebook announcing open board and commission positions
FROM: Kyle Pollet

SUBJECT: Update Presentation on the Cobalt Community Survey

INTRODUCTION
A update on the status of the Cobalt Community Survey approved by City Council November 25, 2019.

SUMMARY & BACKGROUND
On November 25, 2019 City Council approved a community survey by Cobalt Community Research in order to receive updated demographic, community, and cultural information and preferences. The first wave of the survey was randomly sent to residents on January 30, with a due date of February 15. The second wave is expected by February 27, with the final report due at the end of March. Council approved the timing of the project to coincide with the budget process to reinforce critical decision making. Residents may participate in the study online at: cobaltcommunityresearch.org/ferndale.

BUDGETARY CONTEXT
N/A

CIP#
N/A

ATTACHMENTS
Cobalt_Community_Research_Upate 02 10 20.pptx

STRATEGIC PLANNING CONTEXT
Healthy, Connected, and Invested Neighborhoods

RECOMMENDED ACTION
Receive an update on the status of the Cobalt Community Survey approved by City Council on November 25, 2019.
Cobalt Community Research Survey Update

City Council
Feb. 10, 2020
What is Cobalt Community Research?

- A Michigan-based 501c3 nonprofit organization
- Serves local governments, schools, and other organizations
  - Provided services to Ferndale in 2009
- Mission is to provide research and education
- Provides high quality metrics, surveys, population segmentation, etc.
- Combine big data with local insights to assist with community engagement
Why Ferndale Selected Cobalt Community Research?

- To obtain a robust pulse of the community
- To ensure the privacy of the community’s information
- Inform the new City Council
- In accordance with the 2020 Census
What does the Cobalt Community Research include?

- Community survey
  - Budget allocation questions
  - Future project/program questions
  - Communication preference questions
  - Demographic questions
- Community metrics report
- Tapestry Segmentations
- Mail distribution
- Phone/text reminders
- Online survey link

### Statement of Work (Section 1)

<table>
<thead>
<tr>
<th>Count</th>
<th>Component</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Includes executive summary in PowerPoint, benchmarking questions, driver analysis, data entry, thematic map/crosstab, national/regional benchmarks, remote follow-up with Partner</td>
<td>$5,665</td>
</tr>
<tr>
<td>1</td>
<td>Community Survey</td>
<td>$0</td>
</tr>
<tr>
<td>1</td>
<td>Community Metrics Report</td>
<td>$770</td>
</tr>
<tr>
<td>1</td>
<td>Tapestry Segmentations</td>
<td>$0</td>
</tr>
<tr>
<td>1</td>
<td>Mail Distribution</td>
<td>$0</td>
</tr>
<tr>
<td>1</td>
<td>Phone/text reminders</td>
<td>$0</td>
</tr>
<tr>
<td>1</td>
<td>Online survey link</td>
<td>$0</td>
</tr>
</tbody>
</table>

### Additional Customization Modules/Options

<table>
<thead>
<tr>
<th>Count</th>
<th>Component</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Web link for completion online</td>
<td>$0</td>
</tr>
<tr>
<td>1</td>
<td>Email distribution via email list provided by partner (3 waves) per 1,000 recipients</td>
<td>$0</td>
</tr>
<tr>
<td>1</td>
<td>Phone/text message invitation (3 waves) per 1,000 recipients</td>
<td>$0</td>
</tr>
<tr>
<td>1</td>
<td>Mail Distribution: Production and postage for an initial mailing of up to a 6-page (3 sheet) survey with cover letter, plus a second mailing to those who have not responded. Includes business reply postage</td>
<td>$4,095</td>
</tr>
<tr>
<td>1</td>
<td>Append top 3 mosaic segments into crosstabs</td>
<td>$747</td>
</tr>
<tr>
<td>1</td>
<td>Include Community360™ Metrics Report</td>
<td>$925</td>
</tr>
</tbody>
</table>

**Total Cost:** $12,202.00
Timeline

Wave 1 – Paper copy arrived Jan. 30
Wave 2 – Paper copy arriving Feb. 27
Web survey – Online until March 16
What should you expect?

- Surveys with attached cover letter
- Return in the postage-paid envelope included before the due date listed
- STUDY ID is listed at the top of the cover letter
- Did not receive a survey in the mail? Use STUDY ID “Ferndale” online at cobaltcommunityresearch.org/ferndale

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2020 City of Ferndale Citizen Engagement and Priority Study
Thank you for your participation in this study; we value your opinion. All answers will remain completely confidential.

1. First, think about Ferndale’s fire and emergency medical services on the following attributes using a scale from 1 to 10, where 1 means “Poor” and 10 means “Excellent.” If you are not sure or have no opinion, please mark “Don’t Know.”

<table>
<thead>
<tr>
<th></th>
<th>Poor</th>
<th>Fair</th>
<th>Good</th>
<th>Excellent</th>
<th>Don’t Know</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall perception</td>
<td></td>
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<tr>
<td>Fire prevention/education</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Response time to fires</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>Response time to medical emergencies</td>
<td></td>
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</tbody>
</table>

2. Now, think about Ferndale’s local public school system and rate it on the following attributes:

<table>
<thead>
<tr>
<th></th>
<th>Poor</th>
<th>Fair</th>
<th>Good</th>
<th>Excellent</th>
<th>Don’t Know</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meeting the needs of the community</td>
<td></td>
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<tr>
<td>Preparation of students for solid careers</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preparation of students for college</td>
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<tr>
<td>Communication with the public</td>
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</table>

3. Please think about the transportation infrastructure in Ferndale and rate it on the following attributes:

<table>
<thead>
<tr>
<th></th>
<th>Poor</th>
<th>Fair</th>
<th>Good</th>
<th>Excellent</th>
<th>Don’t Know</th>
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</thead>
<tbody>
<tr>
<td>Street maintenance/repair</td>
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<tr>
<td>Road signage</td>
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<tr>
<td>Traffic congestion on the roads</td>
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<tr>
<td>Public transportation options</td>
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<tr>
<td>Accommodations for bicycle and foot traffic</td>
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<tr>
<td>Ease of finding parking</td>
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</table>

4. Next, rate the utility services (water, garbage, etc.) that you use on the following attributes:

<table>
<thead>
<tr>
<th></th>
<th>Poor</th>
<th>Fair</th>
<th>Good</th>
<th>Excellent</th>
<th>Don’t Know</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drinking water quality</td>
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<td></td>
<td></td>
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<tr>
<td>Garbage collection service</td>
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<tr>
<td>Brush and leaf disposal</td>
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<tr>
<td>Recycling service</td>
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</table>

5. Please rate Ferndale’s local law enforcement (police department) on the following attributes:

<table>
<thead>
<tr>
<th></th>
<th>Poor</th>
<th>Fair</th>
<th>Good</th>
<th>Excellent</th>
<th>Don’t Know</th>
</tr>
</thead>
<tbody>
<tr>
<td>Respectful treatment of citizens</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Fair and equitable enforcement</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Safety education</td>
<td></td>
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<td></td>
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<tr>
<td>Response time to emergencies</td>
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cobaltcommunityresearch.org/ferndale
Questions
CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: Erin Quetell

SUBJECT: Consideration of the Conditional Rezoning of 549 E Marshall from R-1 (Single Family Residential) to MXD-1 (Mixed Use 1), as Submitted by the Sustainability Planner

INTRODUCTION
Staff is requesting the consideration of a conditional rezoning of 549 E Marshall from R-1 (Single Family Residential) to MXD-1 (Mixed Use 1). Planning Commission recommended approval by City Council at the January 15, 2020 Planning Commission Meeting after a Public Hearing was held. The public was notified via public notification requirements by notice in local newspapers and letter mailing to community members in the 300 feet radius around the proposed project.

SUMMARY & BACKGROUND
Planning Commission recommended approval by City Council of the conditional rezoning of 549 E Marshall from R-1 (Single Family Residential) to MXD-1 (Mixed Use 1) at the January 15, 2020 Planning Commission Meeting. A full staff report is attached.

The property has historically been used as a church. The new owner, David Greylen, proposes a renovation of the building to include three (3) residential units and 1,942 sq. ft. of office space to be used by existing business Water Work Plumbing, which better fits the MXD-1 zoning versus R-1. The parking requirements for the development are 22 spaces (Multi-Family - 12, Business and Professional Office - 3, and Contractor Storage (plumbing) - 7), with 29 spaces provided for the project.

BUDGETARY CONTEXT
N/A

CIP#  
N/A

ATTACHMENTS
549 E Marshall Conditional Rezoning PH - City Council .docx


20200115-549_E_Marshall_rezone_ordinance.docx

549 East Marshall Conditional Rezoning Agreement - Revised - 20-0108 (1).pdf

20200115-549 E Marshall - Staff Report - updated.docx
STRATEGIC PLANNING CONTEXT
Healthy, Connected, and Invested Neighborhoods

RECOMMENDED ACTION
Consideration of the conditional rezoning of 549 E Marshall from R-1 (Single Family Residential) to MXD-1 (Mixed Use 1), as submitted by the Sustainability Planner.
CITY OF FERNDALE

NOTICE OF PUBLIC HEARING

The City of Ferndale City Council will hold a public hearing at City Hall, 300 East Nine Mile, Monday, February 10, 2020 at 7:00 PM, for the purpose of considering a conditional rezoning application, in accordance with the Michigan Zoning Enabling Act (Public Act 33 of 2008). The following is a summary of the amendments proposed:

Conditional rezoning of one parcel from R-1 (Single Family Residential) to MXD-1 (Mixed Use 1) to be located at: Sidwell number 25-34-278-053, T1N, R11E, SEC 34 WOODWARD GROVE SUB LOT 55, commonly known as 549 E Marshall Street.

The proposed Zoning Map amendment and rezoning application are consistent with the adopted 2017 Ferndale Master Plan and are available for public inspection at City Hall, during regular business hours between 8AM and 5:30PM, Monday through Thursday. Any resident or property owner may participate in the hearing, or submit written comments to the City prior to Monday, February 10th, 2020. For more information, please contact the Environmental Sustainability Planner at 248-336-4361.

Erin Quetell, Environmental Sustainability Planner
Community & Economic Development
248-336-4361
equetell@ferndalemi.gov
marshall church
549 east marshall / ferndale / michigan / 48220
revised site plan review drawings [01 / 27 / 2020]

architect:
five / eighths architecture
2393 hilton road
ferndale / michigan / 48220
contact / grant jeffries
t: 248 / 981 / 8744
e: grant@5-8ths.com

client / building owner:
grotto LLC
1049 hilton road
ferndale / michigan / 48220
contact / david greylen
t: 248 / 542 / 8022
e: david@waterworkplumbing.com

sheet index grid:
sheet index

Applicable codes:
2015 michigan building code, mbc 2015
2015 michigan mechanical code, mmc 2015
2015 michigan plumbing code, mpc 2015
2014 national electrical code w/ state amendments, nec 2014
ASHRAE 90.1 (2013) Standard

Project Title

Marshall Church
549 east marshall / ferndale / michigan / 48220

Site Plan Review Drawings

Revised

01 / 27 / 2020

Sheet List

Sheet Index

Project Directory

Title Sheet

General Notes

Code Review

Area Plan / Proposed

Site Plan / Proposed

Photometric Plan

Site Plan / Landscape

Landscape Plan

Floor Plan / Baseline

Floor Plan / Main Level

Floor Plan / Lower Levels

Elevations / Exterior

Elevations / Interior

G/ 0.01

G/ 0.02

G/ 0.03

G/ 1.10

G/ 1.20

G/ 1.30

C/ 1.10

C/ 1.20

C/ 1.30

A/ 1.00

A/ 1.01

A/ 1.02

A/ 2.01

A/ 2.02

A/ 3.01

A/ 3.02

Project Title: Marshall Church

549 East Marshall / Ferndale / Michigan / 48220

Contact: Grant Jeffries
Tel: 248-981-8744
Email: grant@5-8ths.com

Client / Building Owner: Grotto LLC
1049 Hilton Road
Ferndale / Michigan / 48220
Contact: David Greylen
Tel: 248-542-8022
Email: david@waterworkplumbing.com

Sheet Index:

Sheet Number

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Applicable Codes:

2015 Michigan Building Code, MBc 2015
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G/ 1.10

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A/ 1.00

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A/ 1.02

A/ 2.01

A/ 2.02

A/ 3.01

A/ 3.02

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This project will convert an existing church into two apartments and additional office space for waterwork plumbing, which is currently occupying a 1,023 SF building at 1049 Hilton Rd and is owned by the same person. Building improvements include cleaning and painting the CMU block at the rear of the building, cleaning the existing white front of the building. Accent material will be included in the window wells and in the places there is a well in the existing wall. Part of this project includes a submission to the Ferndale Planning Commission to rezone the lot from R-3 to MXD-1.
use and occupancy classification per chapter 2 of MBC:  

306.1 Business Group B. Business Group B occupancy includes, among other, the use of a building or structure, or a portion thereof, for office, professional or service type transactions, including storage of records and accounts. Business occupancies shall include, but not be limited to, the following:

Professional services

310.4 Residential Group R. Residential Group R occupancy includes sleeping units or more than two dwelling units where the occupants are primarily transient in nature. Including:

Apartment houses

occupant load calculations per chapter 10 of MBC:

Maximum floor area allowances per occupant per table 1004.1.2:

1. exercise rooms
2. bathrooms
3. residential areas

= 50 gross
= 100 gross
= 200 gross

1,170 SF
1,058 SF
1,265 SF
2,098 SF

= 1 occupant
2 (1,170 SF) = 2 occupants
3 (1,170 SF) = 3 occupants
16 (1,265 SF) = 16 occupants
14 (2,098 SF) = 28 occupants

106.4 Multiple Occupancies. Where a building contains two or more occupancies, the means of egress requirements shall apply to each portion of the building based on the occupancy of that floor. Where two or more occupancies utilize portions of the same means of egress system, those occupancies shall meet the more stringent requirements of all occupancies that are served.

Per section 24-103-Schedule of Regulations of the Ferndale Zoning Ordinance:

For MXD-1 Mixed Use Districts:

<table>
<thead>
<tr>
<th>Building Height (feet)</th>
<th>Lot Width (feet)</th>
<th>Lot Coverage</th>
<th>Total area of office (square feet)</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>64</td>
<td>43%</td>
<td>1,056 / 100 = 10.56 sq ft</td>
</tr>
<tr>
<td>45</td>
<td>90</td>
<td>43%</td>
<td>1,175 / 50 = 23.5 sq ft</td>
</tr>
<tr>
<td>55</td>
<td>100</td>
<td>43%</td>
<td>2,809 / 200 = 14.05 sq ft</td>
</tr>
</tbody>
</table>

Therefore, 22 parking spots are required for the three buildings that plans two parking lots in a 1200 square space. The existing parking lots have 29 spaces between the two of them (COMPLIES).
per of section 6-385(d) of the Ferndale Zoning Ordinance

(6) Light poles within 150 feet of a parcel used for residential purposes shall not exceed 18 feet tall; otherwise light poles shall not exceed 25 feet tall. Pole height is measured from grade to top of fixture.

(7) Lights in non-parking lot areas may be turned down or off between curfew hours of 10:00 p.m. and 6:00 a.m., in accordance with Lighting Table 1. Exceptions include code required lighting for walkways and entrances, motion-activated lighting, and illuminated signs that are open and operating.

(9) All site lighting shall be designed so that the level of illumination measured in footcandles (fc) meets the standards in Lighting Table 1 below. Additionally, each site shall have a maximum uniformity ratio of 1:4. Minimum luminance levels apply to off-street parking and pedestrian areas only.

Per Table 1

In non-residential zones of medium activity: Offices, medical facilities, shopping centers, cultural and recreational activities and similar uses

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Manufacturer</th>
<th>Model</th>
<th>Finish</th>
<th>Lamp</th>
</tr>
</thead>
<tbody>
<tr>
<td>LT-1</td>
<td>Wall Sconce</td>
<td>Lithonia Lighting</td>
<td>EVO4WC</td>
<td>WDGE1</td>
<td>LED</td>
</tr>
<tr>
<td>LT-2</td>
<td>Wall Sconce</td>
<td>Lithonia Lighting</td>
<td>22221-LED</td>
<td>RSX4</td>
<td>LED</td>
</tr>
<tr>
<td>LT-3</td>
<td>Area Light</td>
<td>Lithonia Lighting</td>
<td>22221-LED</td>
<td>RSX4</td>
<td>LED</td>
</tr>
</tbody>
</table>

NOTE:

10 lx = 1 fc
Per section 24-191 of the Ferndale Zoning Ordinance vegetated greenbelts:

1. Screening between residential and non-residential districts shall be constructed as follows:
   - In accordance with section 24-191, screening shall be constructed along all boundaries between non-residential and residentially zoned property.
   - Where a street, alley or public right-of-way separates non-residential and residentially zoned property, the planning commission may waive the requirement for a screening wall or landscaped greenbelt if it finds that screening between the two uses would be ineffective or unnecessary.

2. Vegetated greenbelts shall contain one deciduous tree per each 30 linear feet, or fraction thereof, of frontage onto a public right-of-way.
   - 64 feet of frontage / 30 feet = 2.133 trees required: 3
   - 0 existing + 3 proposed = 3 trees (complies)

Existing mature trees shall be protected during construction using the following measures:
- Area lights shall be located so as not to interfere with existing tree roots.
- Construction vehicles will not be driven over tree roots, and a protective guard shall be placed around the tree root zone.
- Trenching shall not take place in the tree root zone.
- Dead branches will be pruned as required.

<table>
<thead>
<tr>
<th>Tag</th>
<th>Quantity</th>
<th>Element</th>
<th>Species</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>TR-1</td>
<td>3</td>
<td>Deciduous Tree</td>
<td>Picea Pungens</td>
<td>refer to LS-1 for planting details</td>
</tr>
<tr>
<td>GR-1</td>
<td>100 LF</td>
<td>Arborvitae</td>
<td>Tilia Cordata</td>
<td>refer to LS-1 for planting details</td>
</tr>
</tbody>
</table>
landscape plan for parking expansion:
Waterworks Plumbing
City of Ferndale, Michigan

note:

plant material list

<table>
<thead>
<tr>
<th>key</th>
<th>quant.</th>
<th>botanical name</th>
<th>common name</th>
<th>size</th>
<th>components</th>
</tr>
</thead>
<tbody>
<tr>
<td>LS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

general landscape notes:

1. All dimensions are in feet and marked on plans. No scale is provided.
2. All plant material is native to Michigan. Pots shall be cut to 10' containers completely.
4. All plants shall be installed in individual holes. Plants shall not be excavated and backfilled with all of the rootball. Plant tree so root flare is at or above surrounding grade.
5. All shrubs planted in beds with approved plant mixture. Amend soils per site conditions and requirements of the plant material.
6. Weed control is required for all shrubs. Mulch 3" depth with shredded hardwood bark. Natural in color. Leave 3" circle of bare soil at base of tree trunk to expose root flare.
7. All saplings and shrubs shall bear label. Remove all non-biodegradable materials completely from the site upon completion of construction.
8. All underground utility lines shall be located and staked on the plans. The location and elevations of existing underground utilities as shown on this plan are for informational purposes only.

landscape maintenance notes:

1. Evergreen tree shall bear label. Landscapers shall stake evergreen tree as it bore originally or slightly higher than finish grade. Prune only dead or broken branches. Prune only terminal leader. Guy evergreen trees above 12' height. Stake evergreen tree upright, 18" if angled. Drive stakes a min. 36" above ground for trees over 20' tall. Allow for some minimal flexing of the tree. Remove stakes after one year.
2. Do not prune terminal leader. Remove all tags, string, plastics etc. Prune only dead or broken branches. Prune only terminal leader. Guy evergreen trees above 12' height. Stake evergreen tree upright, 18" if angled. Drive stakes a min. 36" above ground for trees over 20' tall. Allow for some minimal flexing of the tree. Remove stakes after one year.
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landscape plant material list

<table>
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<tr>
<th>key</th>
<th>quant.</th>
<th>botanical name</th>
<th>common name</th>
<th>size</th>
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<tbody>
<tr>
<td>LS</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>
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revised site plan review drawings [01 / 27 / 2020]

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This project will convert an existing church into two apartments and additional office space for waterwork plumbing, which is currently occupying a 1,023 SF building at 1049 Hilton Rd and is owned by the same person.

Building improvements include cleaning and painting the CMU block at the rear of the building, cleaning the existing white aluminum siding, and changing the cladding on the tower on the front of the building. Accent material will be included in the window wells and in the places there is a well in the existing wall.
Per section 24-102 of the Ferndale Zoning Ordinance, off-street parking requirements:

- bicycle facilities.

All developments shall be designed to accommodate bicycle traffic, including bike lanes. All parking structures and parking lots shall provide sufficient bike racks based on a minimum of one bike for every ten automobiles or one lane for every 3,000 square feet of building floor area, whichever is greater.

20 proposed parking spaces = 20
2010 = 2.0

Therefore, 3 bicycle parking spaces will be provided.

Per section 24-102 - Off-Street Parking Requirements of the Ferndale Zoning Ordinance:

Residential Uses:

- Multiple dwelling: 1.0 per dwelling unit, plus 1 per each 15 dwelling units for guest parking

Service, Rental and Office:

- Business and professional offices: 1 per each 300 SF of floor area

Personal service establishments: 1 per 300 SF of usable floor area or 2.5 per station, whichever is greater.

Contractor’s storage yards: 1 per 800 SF of floor area

Requirements shall apply to each portion of the building.

1,175 SF = 2.9
14.05 occupants

Where a building contains two or more occupancies, the requirements shall apply to each portion of the building containing two or more occupancies. Where two or more occupancies utilize portions of the same building owner of 549 E Marshall St owns the dumpster and enclosure directly across the alley at 1031 Hilton Road. Applicant proposes tenants of 549 E Marshall St shall provide sufficient bike racks based on a minimum of one bike for every ten automobiles or one lane for every 3,000 square feet of building floor area, whichever is greater.

Per section 24-103 - Schedule of Regulations of the Ferndale Zoning Ordinance:

- Existing conditions at 549 E Marshall Street

Maximum Height:

Addition height (feet): 25
Existing Lot Size:

Area (square feet): 9,977
Lot Width (feet): 64
Lot Coverage:

Building: 47%
Impervious Surfaces: 10%

Setbacks:

Front (feet): 17'-4" (complies)
Side (feet): 20'-0" (complies)
Rear (feet): 20'-0" (complies)

Lot Size:

Area (square feet): 9,977
Lot Width (feet): 64

Schedule of regulations

use and occupancy classification per chapter 3 of MBC:

20K.1 Business Group B. Business Group B-1 occupancies include, among other, the use of a building or structure, or a portion thereof, for office, professional or service type transactions, including storage of records and accounts. Business occupancies shall include, but not be limited to, the following:

Professional services:

- 310.B Residential Group R-2: Residential Group R-2 occupancies containing sleeping units or more than two dwelling units where the occupants are primarily permanent in nature, including:

Apartment houses

occupant load calculations per chapter 10 of MBC:

Maximum floor area allowances per occupant per table 10K.1.2:

<table>
<thead>
<tr>
<th>Occupancy</th>
<th>1.05 gross</th>
<th>1.67 gross</th>
<th>2.00 gross</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>1.00 SF</td>
<td>1.67 SF</td>
<td>2.00 SF</td>
</tr>
<tr>
<td>1.05 SF</td>
<td>1.05 SF</td>
<td>1.05 SF</td>
<td>1.05 SF</td>
</tr>
<tr>
<td>2.00 SF</td>
<td>2.00 SF</td>
<td>2.00 SF</td>
<td>2.00 SF</td>
</tr>
<tr>
<td>Total area of office (square feet)</td>
<td>716 gross x 0.8 = 573</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total area of garage (square feet)</td>
<td>357 gross x 0.8 = 286</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Required Parking Spots</td>
<td>3 x 1.5</td>
<td>4.5</td>
<td>4.5</td>
</tr>
<tr>
<td>3.06 SF</td>
<td>3.06 SF</td>
<td>3.06 SF</td>
<td></td>
</tr>
<tr>
<td>4.5 SF</td>
<td>4.5 SF</td>
<td>4.5 SF</td>
<td></td>
</tr>
<tr>
<td>6 SF</td>
<td>6 SF</td>
<td>6 SF</td>
<td></td>
</tr>
<tr>
<td>12 parking spaces</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,056 Hilton Rd</td>
<td>Total area of office (square feet)</td>
<td>1,000 gross x 0.8 = 800</td>
<td></td>
</tr>
<tr>
<td>Total area of garage (square feet)</td>
<td>1,000 gross x 0.8 = 800</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Required Parking Spots</td>
<td>1.82 SF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.82 SF</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1.82 SF</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>1.82 SF</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total area of front entry (square feet)</td>
<td>1,000 gross x 0.8 = 800</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Required Parking Spots</td>
<td>2.67</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.67</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.67</td>
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<td></td>
<td></td>
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<tr>
<td>2.67</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.67</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 parking spaces</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Therefore, 22 parking spots are required for the three buildings that share two parking lots and a common owner. The existing parking lots have 29 spaces between the two buildings (COMPLIES).

code review / bike parking

MXD-1 definition

24-61 - MXD-1 Mixed Use District

(a) The MXD-1 district is intended to encourage a complementary mix of small-scale uses including residential, local business and office uses that are compatible in a neighborhood setting. It is the purpose of these regulations to provide a mechanism for mixed use developments that share two parking lots and a common owner. The existing site plan review drawings shall provide adequate access to the facilities of the site and the ensures that the infrastructure will be adequate to accommodate the needs of the development.

Per section 24-118 of the Ferndale Zoning Ordinance:

3. "waste receptacles shall be located in the rear yard or non-required side yard unless otherwise approved by the planning commission."

Building owner of 549 E Marshall St owns the dumpster and enclosure directly across the alley at 1031 Hilton Road. Applicant proposes tenants of 549 E Marshall St shall provide sufficient bike racks based on a minimum of one bike for every ten automobiles or one lane for every 3,000 square feet of building floor area, whichever is greater.

- service, rental and office:

- business and professional offices:

- personal service establishments:

- contractor’s storage yards:

Requirements shall apply to each portion of the building.

1,175 SF = 2.9
14.05 occupants

Where a building contains two or more occupancies, the requirements shall apply to each portion of the building.

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14.05 occupants

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Per section 24-102 - Off-Street Parking Requirements of the Ferndale Zoning Ordinance:

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Service, Rental and Office:

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<tr>
<td>1.05 SF</td>
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<td></td>
</tr>
<tr>
<td>4.5 SF</td>
<td>4.5 SF</td>
<td>4.5 SF</td>
<td></td>
</tr>
<tr>
<td>6 SF</td>
<td>6 SF</td>
<td>6 SF</td>
<td></td>
</tr>
<tr>
<td>12 parking spaces</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,056 Hilton Rd</td>
<td>Total area of office (square feet)</td>
<td>1,000 gross x 0.8 = 800</td>
<td></td>
</tr>
<tr>
<td>Total area of garage (square feet)</td>
<td>1,000 gross x 0.8 = 800</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Required Parking Spots</td>
<td>1.82 SF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.82 SF</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1.82 SF</td>
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<tr>
<td>1.82 SF</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total area of front entry (square feet)</td>
<td>1,000 gross x 0.8 = 800</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Required Parking Spots</td>
<td>2.67</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.67</td>
<td></td>
<td></td>
<td></td>
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<td>2.67</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>2.67</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 parking spaces</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Therefore, 22 parking spots are required for the three buildings that share two parking lots and a common owner. The existing parking lots have 29 spaces between the two buildings (COMPLIES).

code review / use and occupancy
per of section 6-385(d) of the Ferndale Zoning Ordinance

(6) Light poles within 150 feet of a parcel used for residential purposes shall not exceed 10 feet tall, otherwise light poles shall not exceed 25 feet tall. Pole height is measured from grade to top of fixture.

(7) Lights in non-parking lot areas may be turned down or off between curfew hours of 10:00 p.m. and 6:00 a.m., in accordance with Lighting Table 1. Exceptions include code required lighting for walkways and entrances, motion activated lighting, and fixtures that are open and operating.

(8) All site lighting shall be designed so that the level of illumination measured in footcandles (fc) meets the standards in Lighting Table 1 below. Additionally, each site shall have a maximum uniformity ratio of 1:4. Minimum luminance levels apply to off-street parking and pedestrian areas.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Manufacturer</th>
<th>Model</th>
<th>Finish</th>
<th>Lamp</th>
</tr>
</thead>
<tbody>
<tr>
<td>LT-1</td>
<td>4 wall sconce</td>
<td>Lithonia Lighting</td>
<td>EVO4WC</td>
<td>WDGE1 LED</td>
<td>RSX4 LED</td>
</tr>
<tr>
<td>LT-2</td>
<td>3 wall sconce</td>
<td>Gotham Lighting</td>
<td>LED380</td>
<td>black</td>
<td>black</td>
</tr>
<tr>
<td>LT-3</td>
<td>3 area light</td>
<td>Gotham Lighting</td>
<td>LED300</td>
<td>black</td>
<td>black</td>
</tr>
</tbody>
</table>

NOTE:
10 lx = 1 fc

1. Code review / lighting requirements
2. Schedule / lighting fixtures
Per section 24-191 of the Ferndale Zoning Ordinance vegetated greenbelts:

e. screening between residential and non-residential districts.

(1) a vegetated greenbelt on screening wall in accordance with section 24-191, screening shall be constructed along boundaries between non-residential and residentially zoned property.

(2) where a street, alley or public right-of-way separates non-residential and residentially zoned property, the planning commission may waive the requirement for a screening wall or vegetated greenbelt if it finds that screening between the two uses would be ineffective or unnecessary.

g. vegetated greenbelts:

(1) vegetated greenbelts shall contain one deciduous tree per each 30 linear feet, or fraction thereof, of frontage onto a public right-of-way.

64 feet of frontage / 30 feet = 2.133
3 trees required:
0 existing + 3 proposed = 3 trees (complies)

Existing mature trees shall be protected during construction using the following measures:
- area lights shall be located as to not interfere with existing tree roots
- construction vehicles will not be driven over tree roots, and a protective guard shall be placed around the tree root zone
- trenching shall not take place in tree root zone
- dead branches will be pruned as required

**Code review / landscaping requirements**

<table>
<thead>
<tr>
<th>tag</th>
<th>quantity</th>
<th>element</th>
<th>species</th>
<th>notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>TR-1</td>
<td>3</td>
<td>deciduous</td>
<td>Picea pungens</td>
<td>refer to LS-1 for planting details</td>
</tr>
<tr>
<td>GR-1</td>
<td>100 LF</td>
<td>arbor vitae</td>
<td>Tilia cordata</td>
<td>refer to LS-1 for planting details</td>
</tr>
</tbody>
</table>

**Schedule / landscaping**

11-01-2020
general landscape notes:

1. Basis for choice of aquatic plant species and their placement shall be to create an ecosystem that will provide functional and aesthetic attributes to the project. To that end, aquatic plants shall be selected to achieve a balance of species diversity and functional composition in the aquatic plant matrix.

2. All aquatic plants shall be protected from mechanical damage, vandalism and human activities. If mechanical damage does occur, the contractor shall provide for repair.

3. Floating plants shall be protected from excessive shading and shall be planted in a manner that ensures their growth and survival.

4. All aquatic plants shall be planted in a manner that ensures their growth and survival.

landscape planting detail:

- Evergreen planting detail
- Shrub planting detail
- Perennial planting detail
- Tree planting detail

landscape plan for parking expansion:

Waterworks Plumbing
City of Ferndale, Michigan

perennial planting detail

shrub planting detail

evergreen planting detail

tree planting detail

plant material list

<table>
<thead>
<tr>
<th>Key</th>
<th>Plant Material</th>
<th>Common Name</th>
<th>Size</th>
<th>Varieties</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Plant Material</strong></td>
<td>Common Name</td>
<td>Size</td>
<td>Varieties</td>
</tr>
</tbody>
</table>

*included for reference
exterior elevation / north

exterior elevation / west
AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF FERNDALE, ORDINANCE 1087, OAKLAND COUNTY, MICHIGAN, TO REZONE THE PROPERTY DESCRIBED FROM R-1 (SINGLE-FAMILY RESIDENTIAL) TO MXD-1 (MIXED USE 1).

THE CITY OF FERNDALE ORDAINS:

Part I.

The zoning classification of the following described properties shall be amended from R-1 (Single-Family Residential) to MXD-1 (Mixed Use 1):

25-34-278-053

The zoning map attached to the Zoning Ordinance and made a part of the ordinance shall be amended to depict the amendment to the zoning classification for the properties described above from R-1 (Single-Family Residential) to MXD-1 (Mixed Use 1).

Part II. Savings Clause.

All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this ordinance takes effect are saved and may be consummated according to the law enforced when they are commenced.

Part III. Severability.

The various parts, sections and clauses of this ordinance are declared to be severable. If any part, sentence, paragraph, section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the ordinance shall not be affected.

Part IV. Repeal.

All regulatory provisions contained in other city ordinances which are inconsistent with the provisions of this ordinance, are repealed.

Part V. Effective Date; Publication.

This ordinance shall become effective seven (7) days after publication.

________________________________________
MELANIE PIANA, MAYOR

________________________________________
MARNE MCGRATH, CITY CLERK

Date of Adoption: _________________________

Date of Publication: _______________________

CERTIFICATE OF ADOPTION

I certify that the foregoing is a true and complete copy of the Ordinance passed at a meeting of the Ferndale City Council held on the ___ day of _____________, 2020.

________________________________________
MARNE MCGRATH, CITY CLERK
CITY OF FERNDALE
NOTICE OF ADOPTION
ORDINANCE ______

The City of Ferndale has adopted Ordinance No. ____ amending the Zoning Ordinance of the City of Ferndale, Ordinance No. 1087, to Rezone certain property R-1 (Single-Family Residential) to MXD-1 (Mixed Use 1).

25-34-278-053

This Ordinance shall become effective seven (7) days after publication. A true copy of the ordinance may be inspected or obtained at the office of the City Clerk.

MARNE MCGRATH, CITY CLERK
This Conditional Rezoning Agreement, (“Agreement”), submitted pursuant to Section 14.05 of the City of Ferndale Zoning Ordinance # 1087 and dated November 20, 2019 is entered by and between Grotto LLC. and/or IT’S ASSIGNEES, a company, whose address is 1049 Hilton Road Ferndale, MI 48220, (“Developer”), and the City of Ferndale, a Michigan Municipal Corporation, with principal offices at 300 E. Nine Mile Road, Ferndale, MI 48220, (“City”).

RECITALS:
A. Developer owns the property located in the City of Ferndale, Oakland County, Michigan, with the following legal description:

Parcel ID: 24-25-35-278-053
T1N, R11E, SEC 34 WOODWARD GROVE SUB LOT 55

Also known as 549 East Marshall Street, Ferndale, MI 48220, (“Property”).

B. Developer has applied for conditional rezoning of the Property pursuant to Article 14, Section 14.05 of the City’s Zoning Ordinance #1087, from the R-1 (Single-Family Residential District) District to MXD-1 (Mixed Use District) District.

C. As part of the rezoning of the Property from the R-1 (Single-Family Residential District) District to MXD-1 (Mixed Use District) District and with the City’s approval of this Agreement, Developer has offered and agrees to certain conditions with respect to the use of the Property. Any conditions, representations, or promises included in the Agreement have been voluntarily offered by the Developer to induce the City to rezone the Property to the proposed classification.

D. Developer agrees upon the following findings: (i) the conditional rezoning is consistent with the goals, policies and the City of Ferndale Master Plan; (ii) the conditional rezoning is compatible with the Property’s physical, geological, hydrological and other environmental features; (iii) with the conditional rezoning, the Property remains compatible with all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values; (iv) the capacity of the City infrastructure and services is sufficient to accommodate the uses permitted in the requested zoning district without compromising the health, safety and welfare of the City; (v) there is apparent demand for the types of uses permitted by the conditional rezoning in the City in relation to the amount of land in the City currently zoned to accommodate the demand; and (vi) due to the unique size and configuration of the Property and the building thereon, the conditional rezoning to MXD-1 (Mixed Use District) District, is more appropriate than another zoning district or than amending the list of permitted or special land uses within the R-1 (Single-Family Residential District) District. The parties further agree that the conditional rezoning satisfies legitimate objectives authorized under the Michigan Planning
Enabling Act, MCL 125.3801, et seq., the Michigan Zoning Enabling Act, MCL 125.3101, et seq., and Article 14, Section 14.04 and 14.05 of the City of Ferndale Zoning Ordinance # 1087.

E. For the purpose of confirming the rights, obligations and restrictions in connection with the improvements and development to be undertaken on the Property, the parties have entered into this Agreement. These Recitals constitute part of this Agreement.

F. The Ferndale Planning Commission held a duly noticed public hearing at its January 15, 2020 meeting. Formal discussion included the following:

a) The Conditional Rezoning Agreement is consistent with the intent of the City of Ferndale Zoning Ordinance # 1087;

b) The Conditional Rezoning Agreement bears a reasonable and rational connection or benefit to the property proposed for rezoning;

c) The Conditional Rezoning Agreement is necessary to ensure that the property develops in such a way that protects the surrounding neighborhood and minimizes any potential adverse impacts to adjacent properties;

d) The Conditional Rezoning Agreement is necessary to allow the rezoning to be approved, in that the property could not or would not be rezoned without the proposed Conditional Rezoning Agreement;

e) The Conditional Rezoning Agreement is in the public interest and is consistent with the recommendations of the Master Plan.

G. Based on these discussions we anticipate the City of Ferndale Planning Commission will pass a resolution recommending approval to the City Council of the Developer’s conditional rezoning request to rezone the Property from R-1 (Single-Family Residential District) District to MXD-1 (Mixed Use District) District.

H. Subsequently we anticipate the Ferndale City Council will pass a resolution approving the requested rezoning as recommended by the Planning Commission, and accept Developer’s offer to enter into this Conditional Rezoning Agreement.

NOW, THEREFORE, upon passage of resolutions G. and H. above, Developer and the City, for the good and valuable consideration outlined in this Agreement, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

ARTICLE 1

CONDITIONS FOR REZONING

1.1 Conditions: In consideration for the City’s rezoning of the Property from its current R-1 (Single-Family Residential District) District to MXD-1 (Mixed Use District) District, Developer offers and agrees to be bound by the following conditions:

1) Developer agrees to restrict the use of the property to the following permitted MXD-1 uses:
Residential:

- “Multi-family dwellings” as defined by the ordinance: ‘A building designed for and occupied by three or more families in separate units, living independently of each other’

Service, Retail and Office:

- “Office buildings”
- “Shops of building trades, caterers, blue printers and similar services”

Additionally, the Developer agrees to have at least three dwelling units in the building (i.e. it will not be solely used for office use).

2) If the existing building on the Property is razed, the Property shall automatically revert back to R-1 (Single-Family Residential District) zoning.

ARTICLE 2
REZONING

2.1 Rezoning Effective: It is anticipated that The City and City Council will pass a resolution to amend the City Zoning Ordinance and Zoning Map to rezone the Property from R-1 (Single-Family Residential District) District to MXD-1 (Mixed Use District) District, subject to the terms and conditions of this Agreement. The City’s Zoning Map shall be amended to reflect the new zoning classification, and that such new zoning classification is subject to this Agreement. The conditional rezoning approval and the amendment to the Zoning Map shall become effective when this Agreement is recorded with the Oakland County Register of Deeds.

ARTICLE 3
DEVELOPER’S RIGHTS AND OBLIGATIONS

3.1 Right to Develop: Developer shall have the right to use and develop the Property in accordance with this Agreement and Site Plan submitted on 1/8/2020 once approved by the Planning Commission. Developer has submitted a site plan showing proposed modifications and improvements to the Property to the Community Development Department for administrative approval by City Staff.

3.2 Compliance with Agreement: The Property shall not be developed or used in any manner that is not consistent with this Agreement and the Site Plan submitted 1/8/2020 once approved by the Planning Commission.

3.3 Applicability of MXD-1 District Requirements: This Agreement shall not permit any activity, use or condition other than multi-family residential and business construction on The Property.

3.4 Expiration: in the event that the rezoning under this Agreement expires and becomes void in accordance with Section 24-325 of the City Zoning Ordinance or this Agreement, no further
development shall take place on the Property and no permits shall be issued, and the Property shall automatically revert back to the R-1 (Single-Family Residential District) District.

3.5 Continuation: Pursuant to City of Ferndale Zoning Ordinance 24-325, provided that all development and/or use of the Property is in compliance with this Conditional Rezoning Agreement, the use and development hereby authorized may continue indefinitely, provided that all terms of this Agreement continue to be met.

ARTICLE 4
NOTICES

4.1 All notices, consents, approvals, requests and other communications, herein collectively referred to as “Notices” required or permitted under this Agreement shall be given in writing, signed by an authorized representative of the City or Developer and mailed by certified or registered mail, return receipt requested, personally delivered with affidavit of service, or sent by overnight courier to the following addresses:

To City: Director of Community Development
City of Ferndale
300 East Nine Mile Road
Ferndale, MI 48220

To Developer:
Grotto, LLC.
and / or It’s Assignees.
1049 Hilton Road
Ferndale, MI 48220

4.2 All such notices, certificates or other communications shall be deemed served upon the date of personal delivery, the day after delivery to a recognized overnight courier for next day delivery, or two days after mailing by registered or certified mail. Any party may, by notice given under this agreement, designate any further or different addresses or recipients to which subsequent notices, certificates or communications hereunder shall be sent.

ARTICLE 5
MISCELLANEOUS

5.1 Nonliability of City Officials and City Employees: No City official, officer, employee, board member, City Council member, elected or appointed official, attorneys, consultants, advisers, agents and representatives shall be personally liable to Developer for any default or breach
by the City of any obligation under this Agreement or in any manner arising out of the
performance of this Agreement by any party.

5.2 Successors - Provisions Running With the Land: This Agreement shall be binding upon,
and inure to the benefit of, the parties hereto and their respective heirs, successors, assigns,
receivers and transferees. The provisions of this Agreement shall be deemed benefits and
burdens which shall run with the Property.

5.3 Recording: This Conditional Rezoning Agreement shall be recorded with the Oakland
County Register of Deeds by Developer, at Developer’s expense. Developer shall provide the
City Clerk with a copy of the Agreement as recorded, showing the date of recording, Liber
and page numbers.

5.4 Complete Agreement: This Agreement constitutes the entire agreement between the
parties with respect to the subject of this Agreement and it may not be amended or
externally varied except in writing and signed by the authorized representatives for the
parties.

5.5 Default of Developer: Developer shall not be in default in any term or condition of this
Agreement unless and until the City has provided Developer with notice that developer has
failed to comply with an obligation under this Agreement, and Developer has failed to cure
such failure within 30 days of the notice of noncompliance, unless the nature of the
noncompliance is such that it cannot be cured with due diligence within such period, in
which case Developer shall be deemed to have failed to commence the cure within such
period and thereafter failed to diligently pursue the cure.

5.6 Default of City: The City shall not be in default in any term or condition of this Agreement
unless and until Developer has provided the City with notice that the City has failed to
comply with an obligation under this Agreement, and the City has failed to cure such failure
within 30 days of the notice of noncompliance, unless the nature of the noncompliance is
such that it cannot be cured with due diligence within such period, in which case the City
shall be deemed to have failed to commence the cure within such period and thereafter
failed to diligently pursue the cure.

5.7 Remedies: In the event a party believes the other party has defaulted under the terms of
this Agreement, specifically including but not limited to Sections 5.6 and 5.7, or is not acting
reasonably, or in conformity with this Agreement, then the aggrieved party may petition the
Oakland County Circuit Court to resolve such dispute and the party shall make themselves
available for a hearing on a date to be set by the Court. All remedies afforded under this
Agreement shall be taken and construed as cumulative, being in addition to every other
remedy provided by law or rules of equity.

5.8 Third-Party Beneficiaries: No term or provision of this is intended to be, or shall be, for the
benefit of any person not a party to the Agreement, and no such person shall have any right
or cause of action hereunder. This Agreement bestows no private right of action against the
City or the Developer.

5.9 Severability: The invalidity of any article, section, subsection, clause or provision of this
Agreement shall not have the effect of invalidating any other article, section, subsection,
clause or provision of this Agreement, all of which shall remain valid and enforceable to the fullest extent permitted by law.

5.10 Waiver of Breach: A party to this Agreement does not waive any default, condition, promise, obligation or requirement applicable to any other party hereunder, unless such waiver is in writing, signed by an authorized representative of that party, and expressly stated to constitute such a waiver.

5.11 Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan, both as to interpretation and performance. Developer agrees, consents and submits to the personal jurisdiction of the Oakland County Circuit Court for any action brought against it arising out of this agreement.

5.12 Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

This Agreement has been executed by the parties on the date set forth above.

Grotto, LLC.
and / or It’s Assignees,
A Michigan Limited Liability Company
By: _____________________________
David Greylen
Owner of Grotto, LLC.

STATE OF MICHIGAN

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COUNTY OF OAKLAND

The foregoing Conditional Rezoning Agreement was endorsed before me this _____ day of _____ 2019, by David Greylen, owner, Grotto, LLC., A Michigan Limited Liability Company, on behalf of the company.

----------------
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires ____________

CITY OF FERNDALE, MICHIGAN
A Michigan Municipal Corporation
By: ________________________________
Mayor ____________________________
By: ________________________________
City Clerk _________________________

STATE OF MICHIGAN

________________
________________

COUNTY OF OAKLAND
The foregoing Conditional Rezoning Agreement was endorsed before me this _____ day of
____, 2019, by Mayor ______________________, and City Clerk____________________, on
behalf of the City of Ferndale, Michigan

_____________________________
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My commission expires ____________

After recording, return to:
City Clerk
300 E. Nine Mile Rd
Ferndale, MI 48220
REQUEST
Site Plan Review & Conditional Rezoning

APPLICANT
five/eighths

LOCATION
549 E Marshall St

PARCEL NUMBER
25-34-278-053

ZONING
R-1 (Single-Family Residential)

STAFF
Erin Quetell, Environmental Sustainability Planner

ATTACHMENTS
Public Hearing Notice
Zoning Map link
Conditional Rezoning Agreement
Rezoning Application
Site Plan

Request Notes
- Review and approve the site plan, and conditional rezoning for 549 E Marshall St. from R-1 (Single-Family Residential) to MXD-1 (Mixed Use 1).
- The proposed plan includes a reuse of the former church to include 3 residential units and office space.
- The applicant provided two (2) voluntary conditions to limit uses to multiple-family residential, office, and shops of building trades, and that the property would automatically revert back to R-1 (Single-Family Residential) zoning if the building is raised.

Summary
The applicant is proposing to convert an existing church located at 549 E Marshall St. and utilize the adjacent parking lots and green space off Hilton Rd. into two apartments and additional office space for Waterwork Plumbing. Waterwork Plumbing, which is also owned by Mr. Greylen, is currently occupying a 1,023 sq. ft. building at 1049 Hilton Road.

The new office space will consist of individual offices, a kitchen/break room, and open office space. The footprint of the existing building will not change, and no additional floors will be added.

Building improvements include cleaning and painting the CMU block at the rear of the building, cleaning the existing white aluminum siding, and changing the cladding on the tower on the front of the building. Accent materials will be included in the window wells and in the places there is a well in the existing wall.

Part of this project includes a conditional rezoning request to the Planning Commission from R-1 (Single Family Residential) to MXD-1 (Mixed Use 1). Rezoning applications shall be referred to the Planning Commission for public hearing and recommendation prior to consideration by the City Council.
Adjacent Land Uses and Zoning

The subject site is zoned R-1 (Single Family Residential) and is requesting a rezoning to MXD-1 (Mixed Use 1). The properties to the west, north, and south are all zoned R-1 Single Family Residential and to the east MXD-1. The MXD-1 zoned properties are parking lots and vacant lots owned by Mr. Greylen.

Sec. 24-324. - Rezoning criteria.

The planning commission shall and the city council may consider the following criteria in making its findings, recommendations and decision:

1) Consistency with the goals, policies and future land use map of the City of Ferndale Master Plan, including any subarea or corridor studies. If conditions have changed since the current master plan was adopted, the consistency with recent development trends in the area.

2) Compatibility of the site's physical, geological, hydrological and other environmental features with the potential uses allowed in the proposed zoning district.

3) The compatibility of all the potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.

4) The capacity of city infrastructure and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety and welfare of the city.
5) The apparent demand for the types of uses permitted in the requested zoning district in the city in relation to the amount of land in the city currently zoned to accommodate the demand.

6) Where a rezoning is reasonable given the above criteria, a determination shall be made that the requested zoning district is more appropriate than another district or than amending the list of permitted or special land uses within a district.

Sec. 24-325. - Conditional rezoning.

(a) An applicant requesting a rezoning may voluntarily offer a conditional rezoning. An election to submit a conditional rezoning agreement shall be pursuant to the Zoning Act and this section.

1) The conditional rezoning shall be in writing, executed by the applicant and the city and recorded with the Oakland County Register of Deeds. All costs associated with the review and approval of the conditional rezoning agreement shall be the responsibility of the applicant.

2) The conditional rezoning may include limitations on: the uses permitted on the property in question; density or intensity of use; and location, size, height or other measure for buildings, structures, improvements, setbacks, landscaping, buffers, design, architecture and other features.

3) The conditional rezoning shall not authorize uses or developments of greater intensity or density than those permitted in the proposed zoning district; nor may a conditional rezoning agreement permit variations from height, area, setback or similar dimensional requirements that are less restrictive than the proposed zoning district.

4) The conditional rezoning may include conditions related to the use and development of the property that are necessary to:

   a. Serve the property with improvements, including but not limited to, the extension, widening or realignment of streets; construction or extension of utilities or other infrastructure improvements serving the site; or the construction of recreational facilities.
   b. Minimize the impact of the development on surrounding properties and the city overall.
   c. Preserve natural features and open space beyond what is normally required.

(c) Process

3) Following the public hearing for a proposed zoning amendment, the planning commission shall make a recommendation to the city council based upon the criteria listed in section 24-323, Criteria for amendment of the official zoning map (rezoning). In addition, the planning commission shall consider whether the proposed conditional rezoning agreement:

   a. Is consistent with the intent of this chapter.
   b. Bears a reasonable and rational connection or benefit to the property being proposed for rezoning.
   c. Is necessary to ensure that the property develops in such a way that protects the surrounding neighborhood and minimizes any potential impacts to adjacent properties.
   d. Is necessary to allow the rezoning to be approved, in that the property could not or would not be rezoned without the proposed conditional rezoning agreement.
   e. Is in the public interest and is consistent with the recommendations of the master plan.

Site Plan Considerations

Access and Circulation

The proposed plan has access to parking off of the adjacent north-south alley east of the property. The parking lot orientation includes a total of 29 spaces between the two parking lot locations including 2 accessible parking spots. Parking lot #1 has 12 spaces, plus 1 accessible space, and parking lot #2 has 15 spaces, plus 1 accessible space. The total required parking spaces are 22, which comply with the current
Applicant includes three bike parking locations on the east side of the building. Note that indoor bike parking and EV charging considerations must be met according to the new access management ordinance.

**Building Design**

The applicant proposes use of existing dumpster that was approved as part of a prior site plan to comply with waste management requirements. The applicant should indicate how landfill and recycling waste will be managed, specifically for the residential use. Building improvements include cleaning and painting the CMU block at the rear of the building in a darker color, cleaning the existing white aluminum siding, and changing the cladding on the tower on the front of the building to be new metal cladding. Accent materials will be included in the window wells and in the places there is a well in the existing wall, specifically wood inset detail. Design detail complies with recent architectural compatibility updates, and utilizes similar material to buildings along E Marshall as well as Hilton Rd.

**Dimensional Requirements**

The proposed site plan was reviewed based on the dimensional standards of the MXD – 1 (Mixed Use) district as indicated and compared in the table below. The proposed site plan meets all requirements for the zone.

<table>
<thead>
<tr>
<th>Proposed Use</th>
<th>Parking Standard</th>
<th>Parking Required</th>
<th>Parking Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Multi-Family Housing</td>
<td>1.5 per dwelling unit, plus 1 per each 10 dwelling units for guest parking</td>
<td>12 spaces</td>
<td>12 spaces</td>
</tr>
<tr>
<td>Business and Professional Offices</td>
<td>1 per each 300 sq. ft. of floor area</td>
<td>3 spaces</td>
<td>3 spaces</td>
</tr>
<tr>
<td>Contractor’s Storage Yards (plumbing contractor)</td>
<td>1 per 300 sq. ft. of office area; plus 1 per each 1,000 sq. ft. shop/storage</td>
<td>7 spaces</td>
<td>7 spaces</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Maximum Height</th>
<th>MXD – 1</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Height (ft)</td>
<td>35</td>
<td>28</td>
</tr>
<tr>
<td>Lot Size (minimum unless otherwise noted)</td>
<td>MXD – 1</td>
<td>Proposed</td>
</tr>
<tr>
<td>Area (sq ft)</td>
<td>-</td>
<td>6,977 sq ft</td>
</tr>
<tr>
<td>Lot Width (ft)</td>
<td>-</td>
<td>64</td>
</tr>
<tr>
<td>Maximum Lot Coverage</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Buildings</td>
<td>-</td>
<td>47%</td>
</tr>
<tr>
<td>Impervious Surfaces</td>
<td>-</td>
<td>92%</td>
</tr>
<tr>
<td>Maximum Density</td>
<td>MXD – 1</td>
<td>Proposed</td>
</tr>
<tr>
<td>Units per Acre</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Setbacks (minimum unless otherwise noted)</td>
<td>MXD – 1</td>
<td>Proposed</td>
</tr>
<tr>
<td>Front (ft)</td>
<td>-</td>
<td>17’-9”</td>
</tr>
<tr>
<td>Side (least)(ft)</td>
<td>-</td>
<td>4’-4”</td>
</tr>
<tr>
<td>Side (total)(ft)</td>
<td>-</td>
<td>5’-8”</td>
</tr>
</tbody>
</table>
Landscaping
The following table provides a review of the requirements of the plan in accordance with the standards of Section 24-191 and the Vegetation Ordinance:

<table>
<thead>
<tr>
<th>Type</th>
<th>Ordinance</th>
<th>Requirement</th>
<th>Proposed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Screening</td>
<td>Screening between residential and nonresidential uses</td>
<td>Vegetated greenbelt or screening wall required between residential and nonresidential properties</td>
<td>Arborvitae screening</td>
</tr>
<tr>
<td>Greenbelt</td>
<td>1 deciduous tree for every 30’ of road frontage</td>
<td>3 deciduous trees</td>
<td>3 deciduous trees</td>
</tr>
<tr>
<td>Parking</td>
<td>3 trees for every 25 parking spaces; Hedge row, 3’ brick wall, or 3’ wrought iron fence with hedge</td>
<td>2 trees and either a hedge row, 3’ brick wall, or 3’ wrought iron fence with hedge</td>
<td>satisfied by current trees</td>
</tr>
</tbody>
</table>

24-191 Vegetated Greenbelts
e. Screening between residential and nonresidential districts
   1. A vegetated greenbelt or screening wall in accordance with section 24-194, screening shall be constructed along all boundaries between nonresidential and residentially zoned property.
   3. Where a street, alley or public right of way separates nonresidential and residential zoned property, the planning commission may waive the requirement for a screening wall or vegetated greenbelt if it finds that screening between the two uses would be ineffective or unnecessary.

g. Vegetated Greenbelts
   1. Vegetated greenbelts shall contain one deciduous tree per 30 linear feet, or fraction thereof, of frontage onto a public right of way.

Lighting
Applicant intends to utilize existing lighting for parking lot lamination, as well as wall sconces on the side of the building at various entry/exit points on the building for safety.

Conditional Rezoning and Site Plan Recommendation
Staff recommends the application for Conditional Rezoning and Site Plan approval due to alignment with the Master Plan and feedback to date. Should the Planning Commission recommend approval of the conditional rezoning application, City Council will consider the application at a future public hearing.

Conditional Rezoning Recommendation Motion
MOTION by _______________, seconded by _______________, the Planning Commission RECOMMEND APPROVAL of the conditional rezoning of the parcel listed below from R-1 (Single Family Residential) to MXD-1 (Mixed Use 1) to City Council with the following findings, after a Public Hearing was held as set and published for this date and place:

Findings
1. The parcel to be rezoned from R-1 (Single Family Residential) to MXD - 1 (Mixed Use 1) are as follows:
   a. 25-34-278-053
2. The Planning Commission held a public hearing on January 15, 2020 to consider zoning map amendments to rezone the parcel from R-1 (Single Family Residential) to MXD-1 (Mixed Use 1).

3. The proposed zoning map amendments are consistent with the goals and objectives of the Ferndale Master Plan.

4. The compatibility of all the potential uses allowed in the proposed MXD-1 zoning district with surrounding uses and zoning in terms of land suitability, impacts on the environment, density, nature of use, traffic impacts, aesthetics, infrastructure and potential influence on property values.

5. The capacity of city infrastructure and services sufficient to accommodate the uses permitted in the requested district without compromising the health, safety and welfare of the city.

6. The apparent demand for the types of uses permitted in the requested zoning district in the city in relation to the amount of land in the city currently zoned to accommodate the demand.

**Conditions**

1. Developer agrees to restrict the use of the property to the following permitted MXD-1 uses:
   a. Multi-family dwellings as defined by the ordinance: A building designed for and occupied by three or more families in separate units, living independently of each other.
   b. Office buildings
   c. Shops of building trades, caterers, blue printers and similar services

2. If the existing building on the property is razed, the Property shall automatically revert back to R-1 (Single-Family Residential) district zoning.

**Site Plan Approval Motion**

**MOTION** by __________, seconded by __________, in the matter 549 E Marshall St., the Planning Commission APPROVE the Site Plan, based on plans dated received by the Planning Department on January 15, 2020 with the following findings and subject to the following conditions:

**Findings**

1. The site plan and supporting documents demonstrate that all applicable requirements of the Zoning Ordinance, as well as other City ordinances, standards, and requirements, can be met subject to the conditions noted below.

2. The proposed improvements should have a satisfactory and harmonious relationship with the redevelopment on-site as well as existing land uses in the adjacent vicinity.

3. The proposed redevelopment will not have an unreasonably detrimental or injurious effect upon the natural characteristics and features of the site or those of the surrounding area.

**Potential conditions:**

1. Final engineering details are submitted with building plans, including
   a. Detailed engineering design plans are required and must be sealed by a professional engineer.
   b. An OCWRC Soil Erosion and Sedimentation Control permit may be required.
   c. A long-term storm water maintenance agreement will be required.
   d. The applicant should schedule fire flow testing to ensure adequate water pressure and flow is available at this location.

2. Fire Department requirements shall be included as part of the building plan submittal.

3. Indoor bike parking and EV charging stations shall be included to comply with updated access management ordinance.
CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: Marne McGrath

SUBJECT: Approval of Minutes of Regular Council Meeting held January 27, 2020, as Submitted by City Clerk

INTRODUCTION
Approval of Minutes of Regular Council Meeting held January 27, 2020, as submitted by City Clerk

SUMMARY & BACKGROUND
Approval of Minutes of Regular Council Meeting held January 27, 2020, as submitted by City Clerk

BUDGETARY CONTEXT

CIP#

ATTACHMENTS
Minutes - January 27, 2020

STRATEGIC PLANNING CONTEXT
Organizational and Financial Excellence

RECOMMENDED ACTION
Approval of minutes of regular Council Meeting held January 27, 2020, as submitted by City Clerk.
1) PLEDGE OF ALLEGIANCE

2) ROLL CALL

COUNCIL PRESENT: Kat Bruner James
Raylon Leaks-May
Laura Mikulski
Greg Pawlica
Melanie Piana

COUNCIL ABSENT: None

3) APPROVAL OF AGENDA

Moved by Laura Mikulski, Seconded by Kat Bruner James to approve as amended to move item 6E to 4C and to table item 7B.

For: Kat Bruner James, Raylon Leaks-May, Laura Mikulski, Greg Pawlica, Melanie Piana
Against: None
Abstain: None
5 - 0 - 0

MOTION CARRIED

4) PRESENTATION

4.A Introduction of New Fire Department Staff: Fire Marshal and Two Firefighter/Paramedic Employees

Fire Chief Pesha introduced newly promoted Fire Marshal Dennis Barr and newly-hired members of the Fire Department Evan Chevala and David Kail.

4.B Ferndale Senior Group Presentation

Ferndale Seniors President Jeannie Davis announced upcoming events.
4. C) Adoption of Resolution acknowledging January as Human Trafficking Awareness Month in the City of Ferndale, as submitted by Mayor Pro Tem Leaks-May

Mayor Pro Tem Leaks-May read the declaration of January 2020 as Human Trafficking Awareness Month - unanimously approved by council.

4.C Marihuana Report Presentation

Planning Manager Lyons reported on the marihuana regulation history of recent years. 3 medical provisioning centers are operating, the reporting period opened on September 13, 2019 when the first facility opened to the public. Also 2 retailers permitted under Special Land Use under the MMMA who are still operating. Recommendation is required as part of the report - staff recommends increasing each use type by 2, to allow for 5 medical marihuana provisioning centers and 5 marihuana retailers.

Mayor opened the floor to public comments:

Todd Levy, on behalf of Gage, referenced a letter submitted to City Council from the owners of LIV Wellness, Gage, and Green Buddha, noting a shortage of product and asked Council to consider permitting processors and producers as well.

David Shafer of MI Health Collective noted the original MMMA restricted the number of applicants, asked to have the other applications judged on merit rather than the space in the queue for pre-qualification. Noted a shortage as well noting that many cities are not permitting growers.

Peter Tangalos, of Green Buddha, provided an overview of the market, noted recreational marihuana will expand the market, and asked for more time to determine how recreational will impact the marketplace.

Mayor Piana closed the floor and opened to discussion from Council, which concurred that review and recommendation by the Planning Commission was the appropriate next step.

Moved by Greg Pawlica, seconded by Laura Mikulski, to receive the Marihuana Report submitted by the City Manager’s designee, Justin Lyons, Planning Manager, in accordance with the ordinance requirement of Section 24-165(C) of the Ferndale Code and to direct staff to refer the Marihuana Report to the Planning Commission for review and recommendation of whether to increase the number of medical marihuana provisioning centers and marihuana retailers by two (2) additional permits, which would increase each permit type to a total of five (5) permits and requesting that Planning Commission undertake such review as soon as practical.

For: Kat Bruner James, Raylon Leaks-May, Laura Mikulski, Greg Pawlica, Melanie Piana
Against: None
Abstain: None

5 - 0 - 0

MOTION CARRIED
5) **CALL TO AUDIENCE**

Bechara Damouni noted he is wanting to open a UPS store in Ferndale and had questions about parking arrangements for the store.

6) **CONSENT AGENDA**

6.A Approval of January 13, 2020 Regular and Special Meeting Minutes, as submitted by the City Clerk

6.B Approval of the Reappointment of PJ Jacokes and Jerome Raska to the Downtown Development Authority Board, as submitted by City Clerk

6.C Approval of the Storm Water Drainage Facility Maintenance Agreement for the 409 on Nine Development, as Submitted by the Planning Manager

6.D Approval to Purchase One Year of Accreditation and Data Management Software and Service from PowerDMS for $4,496.80, from Account #101-301-818.410, as Submitted by the Police Captain

6.F Approval to Renew Annual Software Agreement with ESRI GIS Services in the amount of $4,201.37, Paid From Account Numbers 101-371-818-410 & 592-000-818-410, as Submitted by the GIS Technician

6.G Approval of the Bills and Payrolls as Submitted by the City Manager’s Office and Subject to Review by the Council Finance Committee

Moved by Raylon Leaks-May, Seconded by Greg Pawlica to approve the Consent Agenda as presented.

For: Kat Bruner James, Raylon Leaks-May, Laura Mikulski, Greg Pawlica, Melanie Piana

Against: None

Abstain: None

5 - 0 - 0

MOTION CARRIED

7) **REGULAR AGENDA**

7.A **Consideration to Appoint Sarah Brown to the Downtown Development Authority Board**

Moved by Greg Pawlica, Seconded by Raylon Leaks-May to approve to confirm the appointment of Sarah Brown to the Downtown Development Authority Board for a term ending December 31, 2023.
For: Kat Bruner James, Raylon Leaks-May, Laura Mikulski, Greg Pawlica, Melanie Piana
Against: None
Abstain: None
5 - 0 - 0

MOTION CARRIED

8) CALL TO COUNCIL

Police Chief Palazzolo noted Sgt Brown is moving along with accreditation at 68%, second phase is to collect the proof that the department is doing what they are saying.

Fire Chief Pesha introduced the File of Life program rollout coming this spring.

Parks and Recreation Director Wheeler announced the upcoming Daddy/Daughter Dance on February 8. Finance Director Stubblefield noted budget process was well underway and the water meter replacement program was progressing well.

CED Director Twardy announced upcoming events associated with Community Development.

HR Director Jacey noted his department was working with DPW on filling the Facility Manager position.

Republic Parking Manager Canze provided an update on the senior parking permit program.

City Clerk McGrath announced that AV ballots were now available and would be mailed soon to voters who had already requested them.

City Manager Gacioch noted his department was researching two study requests from the community.

Council Member James encouraged everyone to serve as a precinct inspector and acknowledged the need for more transparency in vacancies for boards and commissions.

Council Member Mikulski read a letter from Mike Flores regarding boards and commissions appointments, noted the public perception of lack of transparency in the appointment process, and noted an increase in the number of foxes and coyote wildlife sightings in Ferndale.

Mayor Pro Tem Leaks-May reiterated the importance of being vigilant on human trafficking and announced the upcoming All City event.

Mayor Piana announced she was recently in Washington DC to attend Congress of Mayors with a contingent of Michigan mayors to learn from each other.

9) ADJOURNMENT - 8:37pm
Melanie Piana, Mayor

Marne McGrath, City Clerk
FERNDALE CITY COUNCIL
PROCLAMATION

The people of the City of Ferndale have great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces; and

Veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm’s way for the good of all; and

The contributions and sacrifices of the men and women from the City of Ferndale who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

Many citizens of our community have earned the Purple Heart Medal as a result of being wounded while engaged in combat with an enemy force, construed as a singularly meritorious act of essential service; and

The City of Ferndale appreciates the sacrifices our Purple Heart recipients made in defending our freedoms and believe it is important that we acknowledge them for their courage and show them the support and honor they have earned.

NOW, THEREFORE, the Mayor and City Council for the City of Ferndale, do hereby proclaim the City of Ferndale as “A Purple Heart City” honoring the service and sacrifice of our nation’s men and women in uniform wounded or killed by the enemy while serving to protect the freedom enjoyed by all Americans.

______________________________
Melanie Piana, Mayor

______________________________
Kat Bruner James, Councilmember

______________________________
Laura Mikułski, Councilmember

______________________________
Greg Pawlica, Councilmember

______________________________
Rayon Leaks-May, Councilmember
CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: Dan Antosik

SUBJECT: Approval to Extend Contract with Hydro Corp, Inc. for the Commercial Cross Connection Control Program in the Amount Annually of $21,912.00, to be Charged to the Water Fund, Contractual Services, Account Number 592-000-818, as Submitted by the DPW Deputy Director

INTRODUCTION
The Department of Public Works would like to extend our contract with Hydro Corp, Inc. to continue our Commercial Cross Connection Control Program.

SUMMARY & BACKGROUND
The City of Ferndale is mandated by the State of Michigan’s Department of Environment, Great Lakes, and Energy (EGLE) to have a commercial cross connection program in place for our water system. This program makes sure that commercial properties have properly functioning back flow preventers installed. These mechanisms make it so water/other liquids are not able to be pushed back into the water system, causing possible contamination.

The Department of Public Works has been using Hydro Corp to conduct the monitoring and inspections for the Commercial Cross Connection Control Program since 2000. DPW has been pleased with the level of service provided by Hydro Corp. We would like to extend the contract for another three years with an option to extend the contract for two consecutive one-year periods. The cost of the program is $21,912.00 per year. This is an increase of $672.00 per year from our last three-year contract with Hydro Corp.

BUDGETARY CONTEXT
The Department of Public Works budgets for the contract with Hydro Corp in the Water Fund, Contractual Services, Account Number 592-000-818. We would need to amend the budget to reflect the cost increase.

CIP#
N/A

ATTACHMENTS
Hydro Corp Ferndale Letter.pdf
Ferndale_2020_NONRES.pdf

STRATEGIC PLANNING CONTEXT
Safe, Protected, Engaged Community

RECOMMENDED ACTION
Approve to extend contract with Hydro Corp, Inc. for the Commercial Cross Connection Control Program in the
amount annually of $21,912.00, to be charged to the Water Fund, Contractual Services, Account Number 592-000-818, as submitted by the DPW Deputy Director.
January 10, 2020

Dan Harper
Water Department Supervisor
City of Ferndale
521 Cambourne
Ferndale, MI 48220

RE: Cross Connection Control Program

To whom it may concern,

Since 2000, Hydro Corp Inc has been assisting the City of Ferndale with their Cross Connection Control Program. During that time Hydro Corp has inspected over 4,100 facilities. Sent out over 14,000 notices for inspections and testing. We have continued to assist the City of Ferndale in efforts to maintain compliance with the Michigan Department of Environmental, Great Lakes and Energy with the cross connection control requirements. HydroCorp is looking forward to continue their long relationship with The City of Ferndale.

Sincerely,

Jerry Ayers
Director of Operations

Happy
CONNECTION CONTROL PROGRAM PROPOSAL

DEVELOPED FOR

Dan Harper
City of Ferndale

521 Cambourne
Ferndale, MI 48220

January 8, 2020

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.
SCOPE OF WORK ..............................................................3

PROFESSIONAL SERVICE AGREEMENT ......................... 4-10

QUALIFICATIONS .............................................................11
SCOPE OF WORK

Based on our recent conversation, HydroCorp™ will provide the following services to the City of Ferndale. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within a three (3) year period. The components of the project include:

1. Annually, perform a minimum of 220 initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the City served by the public water supply for cross-connections. Inspections will be in accordance with the EGLE Water Bureau Cross Connection Control regulations.

2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.

3. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.

4. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.

5. Submit comprehensive management reports on a quarterly basis.

6. Conduct an annual review meeting to discuss overall program status and recommendations.

7. Provide up to six (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.


9. Assist the City with a community wide public relations program including general awareness brochures and customized web site cross connection control program overview content and resources.

10. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

| Monthly Amount: $1,826.00 | Annual Amount: $21,912.00 | Contract Total: $65,736.00 |

Contract Amount is based upon a 36-month period. HydroCorp will invoice in 36 equal amounts of $1,826.00
PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this DATE ____________ by and between the City of Ferndale, organized and existing under the laws of the State of Michigan, referred to as “Utility”, and HydroCorp™ a Michigan Corporation, referred to as “HydroCorp”.

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users’ facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquiries, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the “Scope of Services”). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
  - Inspection Notice
  - Compliance Notice
  - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility
- Prioritize Inspections (City owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities
• Establish facility inspection schedule
• Review/establish procedures and protocol for addressing specific hazards
• Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
• Review/establish program reporting procedures including electronic reporting tools
• Review/establish educational and public awareness brochures

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Environment, Great Lakes, and Energy Cross Connection Control Rules.

• Initial Inspection – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
• Compliance Inspection – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the Initial Inspection to verify that corrective action was completed and meets the program requirements.
• Re-Inspection – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five year re-inspection cycle).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility’s designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

• Prioritize and schedule inspections
• Notify users of inspections, backflow device installation and testing requirements if applicable
• Monitor inspection compliance using the HydroCorp online software management program.
• Maintain program to comply with all EGLE regulations

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

• Name, location and date of inspections
• Number of facilities inspected/surveyed
• Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

• Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards.
• Penalties for noncompliance.
2.7 **VACUUM BREAKERS.** HydroCorp will provide up to six (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.

2.8 **PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.

2.9 **SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.

2.10 **FACILITY TYPES.** The facility types included in the program are as follows:

- Industrial
- Institutional
- Commercial
- Miscellaneous Water users
- Multifamily

**Complex Facilities.** Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross connection control survey (at the business owner’s expense) may be required at these larger/complex facilities and the results submitted to the Utility to help verify program compliance.

2.11 **INSPECTION TERMS.** HydroCorp will perform a minimum of **660 Non-Residential** inspections over a **three (3)** year contract period. The total inspections include all initial inspections, compliance and re-inspections. **Vacant facilities that have been provided to HydroCorp, scheduled no show or refusal of inspection will count as an inspection/site visit for purposes of the contract.**

2.12 **COMPLIANCE WITH DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY (EGLE).** HydroCorp will assist in compliance with EGLE and Michigan Plumbing Code cross connection control program requirements for all commercial, industrial, institutional, residential, multifamily and public authority facilities.

2.13 **POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.

2.14 **INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.

2.15 **DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.

2.16 **ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.

2.17 **INSURANCE.** HydroCorp will provide all required copies of general liability, workers’ compensation and errors and omissions insurance naming the Utility as an additional insured if required.
ARTICLE III. Responsibilities of the Utility

3.1 **UTILITY’S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative (“Authorized Representative”) to administer this Agreement.

3.2 **COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.

3.3 **NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.

3.4 **FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of $80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.*

3.5 **LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high-quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope of Services

4.1 **TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on **[DATE]** and end three (3) year from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.

4.2 **RENEWAL.** Upon the expiration of this Agreement the utility will have the option to renew this contract for two (2) consecutive one (1) year periods. Any increases in pricing for each of the renewal periods will be equal to the Consumer Price Index at the time of renewal or 3%, whichever is less.

4.3 **TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.

4.4 **BASE COMPENSATION.** The Utility shall pay HydroCorp as compensation (“Base Compensation”) for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, $1,826.00 per month, $21,912.00 annually, for a three-year contract total of $65,736.00. Completed inspections shall consist of all initial inspections, re-inspections and compliance inspections as defined in section 2.2.
4.5 **PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.

4.6 **CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility’s water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.

4.7 **CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Public Records Law. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance under this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.

4.8 **ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.

4.9 **CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

**ARTICLE V. Risk Management and General Provisions**

5.1 **INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.

5.2 **LIMITATION OF LIABILITY.** HydroCorp’s liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.
5.3 **HYDROCORP INSURANCE.** HydroCorp currently maintains the following insurance coverage’s and limits:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Occurrence</th>
<th>Aggregate</th>
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<tbody>
<tr>
<td>Comprehensive General Liability</td>
<td>$1 Million</td>
<td>$2 Million</td>
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<tr>
<td>Excess Umbrella Liability</td>
<td>$5 Million</td>
<td>$5 Million</td>
</tr>
<tr>
<td>Automobile Liability (Combined Single Limit)</td>
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<tr>
<td>Worker’s Compensation/ Employer’s Liability</td>
<td>$1 Million</td>
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</tr>
<tr>
<td>Errors and Omissions</td>
<td>$2 Million</td>
<td>$2 Million</td>
</tr>
</tbody>
</table>

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

5.4 **UTILITY INSURANCE.** The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this Agreement.

5.5 **RELATIONSHIP.** The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

5.6 **ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.7 **HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

5.8 **WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.9 **ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

5.10 **FORCE MAJEURE.** A party’s performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

5.11 **AUTHORITY TO CONTRACT.** Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

5.12 **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.
5.13 **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.14 **NOTICES.** All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:
HydroCorp
c/o Mark Martin
5700 Crooks Road, Ste. 100
Troy, MI 48098

If to Utility:
City of Ferndale
c/o Dan Harper
521 Cambourne
Ferndale, MI 48220

5.15 **SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

**SIGNATURES**

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

**City of Ferndale**

______________________________
By:
Title:

**HydroCorp**

______________________________
By: Paul M. Patterson
Its: Senior Vice President
Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 30,000 Cross Connection Control Inspections annually.
- HydroCorp tracks and manages over 35,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed system and process that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.

- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross connection control training classes.
- HydroCorp currently serves over 200 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!

- HydroCorp and its’ staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.

- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.
CITY OF FERNDALE  
REQUEST FOR COUNCIL ACTION

FROM: LaReina Wheeler

SUBJECT: Approval of the Annual SMART Specialized Services Third-Party Contract for Fiscal Year 2020 in the Amount of $18,678, Charged to Account Number 288-000-681-001, and Authorization of the Mayor or City Manager to Sign the Contract, as Submitted by Parks & Recreation Director

INTRODUCTION

The Parks & Recreation Department seeks Council approval and execution of the annual 2020 SMART Specialized Services Operating Assistance Program Third-Party Contract.

SUMMARY & BACKGROUND

The Parks & Recreation Department (P&RD) Suburban Mobility Authority for Regional Transportation (SMART) program is funded by three different grant programs - Specialized Services Operating Assistance Program, Municipal Credit Funds, and Community Credit Funds, all of which are overseen by SMART. This request pertains to the annual Specialized Services Operating Assistance Program Third-Party contract between the City of Ferndale and SMART.

The purpose of this Contract is to allow Michigan Department of Transportation funding for Specialized Services to pass through SMART to the City of Ferndale. This contract assists with the facilitation of our SMART transportation program, which primarily provides transportation services to seniors and persons with disabilities as defined under Section 10e(4)(d)(ii) of Act 51, of the Public Actos of 951, as amended.

The contract period is October 1, 2019 through September 30, 2020.

BUDGETARY CONTEXT

The contract provides $18,678 in Specialized Services for the Parks & Recreation Departments SMART program. Funding will be deposited in revenue account #288-000-688-001.

CIP#

NA

ATTACHMENTS

Specialised Service Contract FYE2020.pdf

STRATEGIC PLANNING CONTEXT

Accessible Transportation Options

RECOMMENDED ACTION

Approve the annual SMART Specialized Services Third-Party Contract for Fiscal Year 2020 in the amount of $18,678, charged to Account Number 288-000-681-001, and authorize the Mayor or City Manager to sign the
contract.
SPECIALIZED SERVICES OPERATING ASSISTANCE PROGRAM
THIRD-PARTY CONTRACT

THIS AGREEMENT ("Agreement" or "Contract") is made and entered between the Suburban Mobility Authority for Regional Transportation (hereinafter referred to as "AUTHORITY"), whose address is 535 Griswold Suite 600, Detroit, Michigan 48226, and the City of Ferndale (hereinafter referred to as "SUBRECIPIENT"), whose address is 1201 Livernois, Ferndale MI 48220

SECTION 1. - DEFINITIONS

PROGRAM Means the Michigan Specialized Services Operating Assistance Program designed primarily for seniors and persons with disabilities as defined under Section 10e(4)(c)(i) of Act 51, of the Public Acts of 1951, as amended; MCL 247.660e(4)(c)(i).

DEPARTMENT Means the Michigan Department of Transportation.

BUREAU Means the Bureau of Urban and Public Transportation of the Michigan Department of Transportation.

AUTHORITY Means the Suburban Mobility Authority for Regional Transportation (SMART).

PROJECT Means the providing of SPECIALIZED SERVICES.

SPECIALIZED SERVICES Means public transportation services primarily designed for persons with disabilities or who are sixty-five (65) years of age or older.

STATE Means the State of Michigan.

SUBRECIPIENT Means City of Ferndale, which will provide the transit services with funds received under this Contract.

APPLICATION Means the AUTHORITY's application, submitted in cooperation with the SUBRECIPIENT, for funding from this PROGRAM for the period from October 1, 2019 to September 30, 2020.
SECTION 2. - PURPOSE

The purpose of this Contract is to pass through operating assistance funding received from the DEPARTMENT PROGRAM, to the SUBRECIPIENT. The transit services provided shall be as described in the APPLICATION submitted by the SUBRECIPIENT through the AUTHORITY and approved for funding by the DEPARTMENT.

SECTION 3. - FUNDING

The AUTHORITY is only obligated to provide funds under this Contract to the extent that funds for the PROGRAM are made available to it and approved by the DEPARTMENT as outlined in the Contract Authorization provided to us by the DEPARTMENT.

The SUBRECIPIENT is eligible for contract costs in the amount of $18,678.00.

The maximum amount of the AUTHORITY funds to be given the SUBRECIPIENT shall not be increased without a prior written amendment to this Contract. DEPARTMENT funds made available to the AUTHORITY, through legislative appropriation, are based on projected revenue estimates. In the event that revenue actually received is insufficient to support the appropriation, it may necessitate a reduction in the maximum amount of said funds available to the SUBRECIPIENT. In such event, the AUTHORITY reserves the right, without notice, to reduce the maximum obligation of funds for the SUBRECIPIENT by the amount of any reduction by the DEPARTMENT to the AUTHORITY.

SECTION 4. - BUDGET ADJUSTMENTS

Budget adjustments must be requested in writing by the SUBRECIPIENT. Upon receipt of the request, the AUTHORITY shall have thirty-five (35) business days to provide written approval or disapproval of the budget adjustment. If no action is taken within thirty-five (35) working days, the budget adjustment shall be deemed approved. Expenditure of funds in excess of any line-item will not be considered an eligible PROJECT cost. The addition of any new line-item, or any line-item changes which represent a deviation from the PROJECT as described in the APPLICATION, shall require a prior written amendment to this Contract.

SECTION 5. - PROJECT COSTS AND REVENUES

The SUBRECIPIENT shall complete and submit to the AUTHORITY the information required by the DEPARTMENT, on the quarterly reporting form (available online at SMARTbus.org), within ten (10) days after the end of each state of Michigan fiscal year quarter. Failure to provide the quarterly report within thirty (30) days after the end of each state of Michigan fiscal year quarter, may result in a loss of a portion of or all funding. The AUTHORITY reserves the right to withhold payment of PROJECT funds if the SUBRECIPIENT fails to file reports as required in this paragraph.

If the SUBRECIPIENT also receives funding under 1951 P.A. 51, Section 10e(4)(a); MCL 247.660e(4)(a), as amended as its cost allocation plans must be submitted to the BUREAU for
approval. Any PROJECT costs in excess of revenues reported on the quarterly reporting form will **not** be eligible under any other state and federal program administered by the AUTHORITY or the DEPARTMENT.

**Section 6. - BILLING, PAYMENTS AND QUARTERLY REPORTS**

Notwithstanding the provisions set-forth in Section 3 of this Contract, the AUTHORITY shall provide to the SUBRECIPIENT the STATE funds designated for the eligible project costs incurred in performance of this Contract within ten (10) business days of the receipt of said funds from the DEPARTMENT.

The AUTHORITY may appropriately reduce payments if written reports submitted by the SUBRECIPIENT as required under this section indicate that the level of service described in the APPLICATION has been reduced.

Actual reimbursement shall be based on a rate per mile, or one-way passenger trips of SPECIALIZED SERVICES up to the maximum amount provided for herein.

The actual reimbursement method selected by the SUBRECIPIENT is the amount allowed – currently $1.20 per mile, but subject to change.

Should the per-mile rate method be selected by SUBRECIPIENT, actual reimbursement may be subject to change, per BUREAU reimbursement rate modifications.

**SECTION 7. - TERMINATION OR SUSPENSION**

For any violation of this Contract or legislative change, the AUTHORITY may, by thirty (30) days written notice, suspend any and all of the rights and obligations under this Contract until such time as the event or condition resulting in such suspension has ceased or been corrected, or the AUTHORITY may, by thirty (30) days written notice to the SUBRECIPIENT, terminate any and all of the rights and obligations under this Contract.

**SECTION 8. - ACCOUNTING RECORDS, AUDITS, AND DOCUMENTATION**

(a) Establishment and Maintenance of Accounting Records

The SUBRECIPIENT shall maintain books, records, documents, and other accounting records in accordance with generally accepted governmental accounting principles. Said records shall be sufficient to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred in the performance of the identified PROJECT. To facilitate the administration of the PROJECT, separate records shall be established and maintained. The SUBRECIPIENT shall assure that the records to support the miles traveled and the passengers carried as reported pursuant to Section 6 of this Contract are established and maintained.
(b) **Audit**

The SUBRECIPIENT shall permit the AUTHORITY and/or the DEPARTMENT or the authorized representatives of the AUTHORITY to audit all data and records relating to the performance of this contract. The SUBRECIPIENT shall retain and allow access to, and require its contractors to retain and allow access to all data and records pertaining to the PROJECT for a period of not less than six (6) years after the final payment by the AUTHORITY pursuant to the Contract.

The period of access, examination, and retention of data and records which relate to litigation or the settlement, of claims arising out of the performance of this Contract, or costs of this Contract as to which exception has been taken by the AUTHORITY or the DEPARTMENT or the authorized representative of the AUTHORITY or the DEPARTMENT, shall continue until such litigation, claims, or exceptions have been disposed of.

(c) **Costs Supported by Documentation**

PROJECT costs shall be supported by properly executed canceled checks, invoices or vouchers evidencing the nature and propriety of the charges.

(d) **Accuracy of Financial Documentation**

If a third-party contract is required for rendering of the services herein, then the SUBRECIPIENT is responsible for the accuracy of the financial and non-financial data and reports submitted for reimbursement.

(e) **Revenue Expense Guidelines**

If the SUBRECIPIENT also receives funding under 1951 P.A. 51, Section 10e(4)(a); MCL 247.660e(4)(a), as amended, determination of PROJECT costs shall be in conformity with the criteria set forth in the DEPARTMENT’S Office of Passenger Transportation’s “Local Public Transit Revenue and Expense Manual.” All other providers of service shall use the “Specialized Services Manual” (effective October 1, 2015, and any subsequent revisions, amendments and replacements).

**SECTION 9. - THIRD-PARTY CONTRACT PROCEDURE**

The SUBRECIPIENT shall **not** enter into contracts with third parties for provision of services herein without prior written approval from the AUTHORITY; notice of potential third-party contracts shall be submitted to the AUTHORITY for approval in writing. Approval or denial of said third-party contract will be submitted, in writing, to SUBRECIPIENT by the AUTHORITY. The AUTHORITY shall approve any third-party contracts at its sole discretion.

Approval does not constitute an assumption of liability, a waiver or an estoppel to enforce any of the requirements of this Contract, nor shall any such approval by the AUTHORITY be construed as a warranty of the third-party’s qualifications, professional standards, ability to perform the work being subcontracted, or financial integrity.
SECTION 10 - ACCESS

SUBRECIPIENT agrees to provide, and will require its contractors to provide, access by the AUTHORITY and/or the DEPARTMENT to all technical data, reports, documents and work in progress pertaining to the PROJECT. Copies of technical data and reports shall be provided by the SUBRECIPIENT or its contractors to the AUTHORITY upon request.

SECTION 11. - INDEMNIFICATION

Notwithstanding any other provision in this Agreement, SUBRECIPIENT shall indemnify, defend and save harmless AUTHORITY, its officers, agents, employees, and members of its Board of Directors from any and all claims, losses and damages, including costs and attorney fees, occurring or resulting from any act or omission the SUBRECIPIENT or its officers, agents, employees, subcontractors, successors or assigns arising out of and/or pursuant to this Agreement without regard to the negligence of the SUBRECIPIENT.

SECTION 12. - ENTIRE AGREEMENT

This Contract, along with any exhibits, addendums, schedules, and amendments hereto, merges and concludes the entire agreement of SUBRECIPIENT and the AUTHORITY. Any previous communications, whether oral or written, are superseded through by this document. The SUBRECIPIENT and AUTHORITY acknowledge, by executing this document that said parties have not relied on any representation, assertion, guarantee, warranty, ancillary contract or other assurance, except those set out in this AGREEMENT. SUBRECIPIENT hereby waives all rights and remedies, at law or in equity, which may arise as the result of said party’s reliance on such representation, assertion, guarantee, warranty, ancillary contract or other assurance, provided that no clause herein shall be construed as a restriction or limitation of said party’s right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.

SECTION 13. - PROHIBITED DISCRIMINATION

The SUBRECIPIENT shall not discriminate against any passenger because of race, color, sex, age, handicap, religion, ancestry, marital status, national origin, place of birth or sexual orientation in accordance with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts”, dated August of 1985, which is hereby incorporated by reference.

The SUBRECIPIENT shall comply with FTA Circular C 9070.1G, as may be amended or updated, with respect to all provisions on Civil Rights and discrimination including, but not limited to, Chapter VIII, §9.

The SUBRECIPIENT shall require similar covenants on the part of any contractor or subcontractor employed in the performance of the PROJECT for which this Contract is made.

SECTION 14. - MBE/WBE

In accordance with 1980 P.A. 278, MCL 423.321 et seq; MCL 445.901 et seq, the SUBRECIPIENT, in the performance of this Agreement, shall not enter into a Contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the STATE, Department of Labor, of employers who have been found in contempt of court by a federal court of appeals, on not less than three (3) occasions involving different violations during the preceding seven (7) years, for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U.S.C. 158. The AUTHORITY may void this Contract if the name of the SUBRECIPIENT, or the name of a subcontractor, manufacturer, or supplier utilized by the SUBRECIPIENT in the performance of this Contract subsequently appears in the register during the performance period of this Contract.

SECTION 15. - MISCELLANEOUS PROVISIONS

(a) If any provision of this contract is held invalid, the remainder of this Contract shall not be affected, if any such remainder continues to conform to the provisions and requirements of applicable law.

(b) The SUBRECIPIENT shall commence, carry on, and complete the PROJECT in accordance with all applicable laws. Nothing in this Contract shall require the SUBRECIPIENT to observe, comply, or do any other thing in contravention of any STATE, Local or Federal law.

(c) The SUBRECIPIENT warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of SPECIALIZED SERVICES required to be performed under this Contract. The SUBRECIPIENT further warrants that in the performance of this Contract, no person having any such interest shall be employed.

(d) None of the funds, materials, property, or services obtained by the AUTHORITY or the SUBRECIPIENT under this Contract shall be used for any partisan political activity, or to further the election or defeat of any political activity or candidate for public office.

(e) The SUBRECIPIENT shall not assign any interest in this Contract without the prior written approval of the AUTHORITY, however, that compensation due to the SUBRECIPIENT under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment shall be furnished promptly to the AUTHORITY in writing. Any such assignment does not relieve the SUBRECIPIENT of its obligations under this Contract.
(f) If the SUBRECIPIENT enters into any contracts with other governmental agencies for the purposes of providing SPECIALIZED SERVICES outside of its jurisdictional boundaries, as defined and provided by law, it shall immediately provide the BUREAU with a copy of any contracts and true copies of any resolutions passed by its governing board which relate to the providing of service under such contracts.

SECTION 16. - TERM OF CONTRACT

Upon execution, this Contract shall cover the period commencing October 1, 2019, and extending through September 30, 2020.

The SUBRECIPIENT agrees to notify the AUTHORITY of any event which may have significant potential impact on PROJECT progress, direction, control or cost.

SECTION 17. - EXECUTION

This Contract shall become binding on the parties hereto upon the execution thereof by the duly authorized official(s) for the SUBRECIPIENT and the AUTHORITY; and upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective official(s) of the SUBRECIPIENT, a certified copy of which resolution shall be attached to this Contract.

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION

<table>
<thead>
<tr>
<th>Signature</th>
<th>Signature</th>
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<tbody>
<tr>
<td>John C. Hertel</td>
<td></td>
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<tr>
<td>General Manager</td>
<td></td>
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<tr>
<td>Date</td>
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CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: Dan Antosik

SUBJECT: Approval of Payment to Nationwide Lifts of Michigan, in the Amount of $2,563.00, for Elevator Repairs at City Hall, Charged to General Fund, Public Services, Facilities Maintenance, Account Number 101-441-931, as Submitted by the DPW Deputy Director

INTRODUCTION
Both elevators at City Hall were found to be in need of repairs to maintain compliance with the State of Michigan.

SUMMARY & BACKGROUND
In January, both of City Hall’s two elevators were found to need their light rays replaced to maintain compliance with the State of Michigan. Because of the critical need for working elevators, the Department of Public Works contracted with the Department's lift repair vendor to expedite repairs. The total cost was $2,563.00.

BUDGETARY CONTEXT
We budget for repairs of like this in General Fund, Public Services, Facilities Maintenance, Account Number 101-441-931.

CIP#
N/A

ATTACHMENTS
Nationwide Ferndale City Hall Gate Repair and light ray repair.pdf

STRATEGIC PLANNING CONTEXT
Supported Infrastructure

RECOMMENDED ACTION
Approval of payment to Nationwide Lifts of Michigan, in the amount of $2,563.00, for elevator repairs at City Hall, charged to General Fund, Public Services, Facilities Maintenance, Account Number 101-441-931, as submitted by the DPW Deputy Director.
# Invoice

**Nationwide Lifts of Michigan**  
938 Avon ct., Grosse Pointe Woods, MI 48236

Date: January 25, 2020  
Invoice #: 012520-5

**To:** City of Ferndale DPW  
521 E. Cambourne  
Ferndale  
48220

**Location:** City Hall VPL  
City Hall BFLD

Salesperson: Jim  
Device: VPL + BFLD  
Payment Terms: Due Date: 2/14/20

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<tr>
<td>2.00</td>
<td>Replace both sets of light rays on VPL</td>
<td>$1,192.00</td>
<td>$2,384.00</td>
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<tr>
<td>1.00</td>
<td>Repair Gate in elevator, multiple pegs missing</td>
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</tbody>
</table>

Subtotal $2,563.00  
Sales Tax $106.00  
Total $2,669.00

**Make all checks payable to:** Nationwide Lifts of Michigan  
938 Avon Ct.  
Grosse Pointe Woods, MI  
48236
CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: Jack Pesha

SUBJECT: Approval of Tuition Coverage for Lieutenant Berousek to Attend Eastern Michigan University Fire Staff and Command Program for year 2020, Charged to Training, in the Amount of $3,250.00 from Account Number 101-336-873.000, as Submitted by the Fire Chief

INTRODUCTION
Eastern Michigan University School of Fire Staff and Command is a high-level educational experience for executive fire officers. Lieutenant Berousek has been selected to attend the 2020 class from a very competitive application process. This is a nine-month program that meets one week per month. Higher educational credits are earned as well that can be utilized by the student for a BSA or MBA. Ferndale fire officers are required by contract to attend this program within two years of being promoted.

SUMMARY & BACKGROUND
To achieve personal organizational and career excellence, as well as meeting the Fire Department's organizational excellence goals, Lieutenant Berousek has applied to attend Eastern Michigan University School of Fire Staff and Command 2020. Classes commence in February and end in October 2020. Fire officers are required to attend this program or a similar program within two years of being promoted to a ranking officer position per contract language.

BUDGETARY CONTEXT
Pay $3,250.00 from account #: 101-336-873.000 Training.

CIP#
N/A

ATTACHMENTS
EMU Staff & Command Berousek 2020.pdf

STRATEGIC PLANNING CONTEXT
Organizational and Financial Excellence

RECOMMENDED ACTION
Approve paying the tuition fee to Eastern Michigan University School of Fire Staff and Command in the amount of $3,250.00, charged to Training, account number 101-336-873.000.
<table>
<thead>
<tr>
<th>Detail Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y100</td>
<td>S&amp;C Workshops(115675)</td>
<td>$3,250.00</td>
</tr>
</tbody>
</table>

Total: $3,250.00

Please include the following information when sending payment by ACH:
- Your Entity Name, Cust. ID and Invoice Number(s) being paid
- Your Name, Title, and Contact Information

EMU Bank Information:
- EMU Bank: JPMorgan Chase Bank
- Acct. No.: 816713127
- ABA. No.: 072000326

For wire transaction information please contact us at (734) 487-1321 or busfin_generalaccounting@emich.edu
FROM: Dan Antosik

SUBJECT: Approval of Payment to Speed Tech Equipment for Emergency Compactor Motor Replacement, in the Amount of $3,181.18, to be Charged to Sanitation Fund, Repair and Maintenance, Account Number 226-000-775, as Submitted by the DPW Deputy Director

INTRODUCTION
The Department of Public Works had to install a new motor and hydraulic pump at the compactor in Lot 7, utilizing Speed Tech Equipment for the work.

SUMMARY & BACKGROUND
The power unit at the compactor in lot 7 experienced some issues over the month of January. Despite Department of Public Works (DPW) staff troubleshooting the issue and making repairs to try and address the issue without replacing the motor, the power unit went down and the motor and hydraulic pump had to be replaced. This is the first time these components have been replaced on this compactor.

BUDGETARY CONTEXT
The Department of Public Works budgets for repairs like this in the the Sanitation Fund, Repair and Maintenance, Account Number 226-000-775.

CIP# N/A

ATTACHMENTS
SPEED_TECH_INVOICE_56929.pdf

STRATEGIC PLANNING CONTEXT
Supported Infrastructure

RECOMMENDED ACTION
Approval of payment to Speed Tech Equipment for emergency compactor motor replacement, in the amount of $3,181.18, to be charged to Sanitation Fund, Repair and Maintenance, Account Number 226-000-775, as submitted by the DPW Deputy Director.
Speed Tech Equipment
a division of Speed Wrench
3364 Quincy St
Hudsonville, MI 49426
616-669-2142

INVOICE

Invoice Number: 56929
Invoice Date: 1/31/2020
Credit Terms: 30 Days
PO: Q12420RLSAN

This Invoice contains items from Quote 8415 version 1

City of Ferndale DPW
521 E. Cambourne
Ferndale, MI 48220
248-546-2514

Work Order 56209
Roger Long approved this repair and provided a PO

<table>
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<tr>
<th>Units on Ticket</th>
<th>Brand</th>
<th>Model</th>
<th>Serial</th>
<th>Fleet</th>
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<tbody>
<tr>
<td>59195</td>
<td>CONTRACT WELD</td>
<td>X - 3503</td>
<td>(36601</td>
<td>Compactor</td>
</tr>
</tbody>
</table>

City of Ferndale (Lot 7 West Troy): 175 W Troy St. Ferndale, MI 48220

Technician Notes
ZCUDD01
Arrived at jobsite. Installed new motor, coupler insert and hydraulic pump. While on site also noticed seal tight running from panel to motor to be bad and seal tight running from electrical shut off to panel to be cut. Replaced seal tight and connectors for motor and repair seal tight from electrical shut off to panel and installed new connector. Tested operation several dozen times. Job complete.

LABOR $1,140.00
PARTS $1,829.53
EXPENSES (nontaxable) $211.65

Subtotal: $3,181.18

Work Order 56169
Roger Long called. Lot 7 compactor pump is shot. Fluid is coming out of end cap seal. Please service and contact Roger with ETA.

<table>
<thead>
<tr>
<th>Units on Ticket</th>
<th>Brand</th>
<th>Model</th>
<th>Serial</th>
<th>Fleet</th>
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</thead>
<tbody>
<tr>
<td>59195</td>
<td>CONTRACT WELD</td>
<td>X - 3503</td>
<td>(36601</td>
<td>Compactor</td>
</tr>
</tbody>
</table>

City of Ferndale (Lot 7 West Troy): 175 W Troy St. Ferndale, MI 48220

Technician Notes
ZCUDD01
Arrived at job site. Found pump to be gushing externally from back cover. Removed cover and found pump to be unrepairable. Customer asked to replace motor as well. Will quote repair. Unit is not operating at this time.

LABOR $0.00

Subtotal: $0.00

For payment options, you may:
- Pay online at https://speedtechequipment.com/payments
- Pay by check remitted to the address above
- Pay by phone at the number above

Subtotal $3,181.18
Sales Tax $0.00
Grand Total $3,181.18
CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: Justin Lyons

SUBJECT: Approval of Contract No. 19-5621 by and Between the Michigan Department of Transportation and the City of Ferndale, for Asphalt Resurfacing, Concrete Curb and Gutter, Drive Approach, Sidewalk Ramps, Drainage Improvements, Structures Adjustments, Permanent Signing, Turf Establishment, and Pavement Markings on West Marshall Between Woodward Avenue and Allen Road, in the City of Ferndale, to be Funded from Local Roads, Account Number 450-000-977-000, in the amount of $712,200 and to Authorize the Mayor and City Clerk to Execute said Contract and to authorize estimated engineering costs in the amount of $173,000, as Submitted by the Planning Manager

INTRODUCTION
West Marshall between Woodward Avenue and Allen is scheduled for resurfacing in spring/summer 2020 as part of the local streets program. City Council approved the Transportation Alternatives Program (TAP) grant award at the August 5, 2019 meeting. The West Marshall project includes federal TAP funds, capital improvement, and local road bond funds. For road projects where federal funds are involved, such as Pinecrest, Livernois, Woodward Heights, W. Marshall, etc., the Michigan Department of Transportation (MDOT) requires the City to approve a resolution and local government contract.

SUMMARY & BACKGROUND
The resurfacing project includes asphalt resurfacing, bio-retention areas for stormwater management, conventional bike lanes, striped on-street parking, mid-block pedestrian crossings, curb extensions, bicycle parking, and tree plantings. The $308,000 TAP grant funds were awarded to help improve a street that is part of the regional bike network, improve drainage, and improve pedestrian crossings. The project budget breakdown is below:

Construction Costs: $712,200 (includes $308,000 TAP award)
Engineering Costs: $173,000 (all paid by City)
Total Project Cost: $885,170 (Total City amount $577,170, includes construction and engineering)

The tentative construction schedule is June 1, 2020 through October 31, 2020. The street is slated to be open to traffic on or before August 8, 2020. The remaining items on the project, including sodding of lawn areas, tree planting, and site restoration, will be complete by October 31, 2020.

The attached contract has been reviewed by the City attorney. The project page (https://ferndalemoves.com/project/w-marshall-resurfacing-2020) will be updated as more information is finalized.

BUDGETARY CONTEXT
$577,170 from Local Roads, Account No. 450-000-977-000.
February 10, 2020
Community & Economic Development

CIP#
274

ATTACHMENTS
208933_19-5621-MDOT Funding Agreement.pdf
63000-208933 Engineer's Opinion of Costs.pdf
W Marshall MDOT Funding Agreement Meeting Minutes.docx

STRATEGIC PLANNING CONTEXT
Accessible Transportation Options

RECOMMENDED ACTION
Approval of Contract No. 19-5621 by and between the Michigan Department of Transportation and the City of Ferndale, for asphalt resurfacing, concrete curb and gutter, drive approach, sidewalk ramps, drainage improvements, structures adjustments, permanent signing, turf establishment, and pavement markings on West Marshall, between Woodward Avenue and Allen Road, in the City of Ferndale, to be funded from Local Roads, Account Number 450-000-977-000, in the amount of $712,200 and to Authorize the Mayor and City Clerk to Execute said Contract and to authorize estimated engineering costs in the amount of $173,000, as submitted by the Planning Manager.
PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF FERNDALE, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Ferndale, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated December 26, 2019, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION
Roadway safety improvement work along Marshall Street from Woodward Avenue to Allen Road; including installation of bike lanes, enhanced crosswalks and bumpouts with bio-retention islands at certain intersections; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION
Hot mix asphalt cold milling and resurfacing work within the limits as described in PART A; including irrigation system installation, and permit fees work; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of transportation enhancement activities; and

WHEREAS, it has been determined that the PROJECT qualifies for such funding by virtue of its direct relationship with the intermodal transportation system; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and
WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

TRANSPORTATION ALTERNATIVES PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

   No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

   The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

   The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to EGLE. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

   Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.
4. The REQUESTING PARTY, under the terms of this contract, shall:

A. At no cost to the PROJECT

   (1) Design or cause to be designed the plans for the PROJECT.

   (2) Appoint a project engineer who shall be in responsible charge of
       the PROJECT and ensure that the plans and specifications are
       followed.

   (3) Perform or cause to be performed the construction engineering,
       construction materials testing, and inspection services necessary
       for the completion of the PROJECT.

B. At least 10 days prior to any ceremony to be held in connection with the
   PROJECT, notify the DEPARTMENT.

C. When issuing any news release or promotional material regarding the
   PROJECT, give the DEPARTMENT and FHWA credit for participation
   in the PROJECT and provide a copy of such material to the
   DEPARTMENT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing
sequences for trunkline signals that, if any, are being made part of the improvement. No timing
adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without
prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A
Federal Funds shall be applied to the eligible items of the PART A portion of the
PROJECT COST up to the lesser of: (1) $308,000, or (2) an amount such that
81.85 percent, the normal Federal participation ratio for such funds, for the PART
A portion of the PROJECT is not exceeded at the time of the award of the
construction contract. The balance of the PART A portion of the PROJECT
COST, after deduction of Federal Funds, shall be charged to and paid by the
REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B
The PART B portion of the PROJECT COST is not eligible for Federal
participation and shall be charged to and paid 100 percent by the REQUESTING
PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole
responsibility of the REQUESTING PARTY.
6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY’S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. It is understood that the REQUESTING PARTY is responsible for the facilities constructed as the PROJECT and that said facilities may require special or unusual operation and/or maintenance. The REQUESTING PARTY certifies, by execution of this contract, that upon completion of construction and at no cost to the PROJECT or the DEPARTMENT, it will properly maintain or provide for the maintenance and operation of the PROJECT, making ample provisions each year for the performance of such maintenance work as may be required. Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the construction contract documents.

On projects involving the mobility for bicyclists, the REQUESTING PARTY will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT except those for maintenance or emergency assistance purposes, or mobility for persons with disabilities.

On projects involving the restoration of historic facilities, the REQUESTING PARTY agrees that the project will not be awarded until the owner of such facilities has an Historic Preservation Covenant, which includes an Historic Preservation Easement, or an Historic Preservation Agreement, as appropriate, with the Michigan State Historic Preservation Office in accordance with 1995 PA 60 for the purpose of ensuring that the historic property will be preserved. The REQUESTING PARTY also agrees that such facilities shall be maintained and repaired by the REQUESTING PARTY or owner, as applicable, at no cost to the DEPARTMENT or the PROJECT, in such a manner as to preserve the historical integrity of features, materials, appearance, workmanship, and environment.

On projects which include landscaping, the DEPARTMENT, at PROJECT COST, agrees to perform or cause to be performed, the watering and cultivating necessary to properly establish the plantings for a period of two growing seasons, in general conformance with Section 815.03(L) of the DEPARTMENT’S Standard Specifications for Construction. The REQUESTING PARTY shall maintain all plantings following completion of said period of establishment.
Failure of the REQUESTING PARTY to fulfill its responsibilities as outlined herein may disqualify the REQUESTING PARTY from future Federal aid participation in Transportation Alternatives Program projects or in other projects on roads or streets for which it has maintenance responsibility. Federal aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation
with the Department of Environmental Quality and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections, and recommendations by the DEPARTMENT shall not relieve the REQUESTING PARTY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control, or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of any of their highways and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with applicable law.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of any REQUESTING PARTY highway for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and
has made itself aware of the applicable laws, regulations, and terms of this contract that apply to
the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising
out of its own acts and/or omissions during the performance of the contract, as provided by this
contract or by law. In addition, this is not intended to increase or decrease either party’s liability
for or immunity from tort claims. This contract is also not intended to nor will it be interpreted
as giving either party a right of indemnification, either by contract or by law, for claims arising
out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in
defending and resolving any claims brought against the DEPARTMENT by the contractor,
vendors or suppliers as a result of the DEPARTMENT’S award of the construction contract for
the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims
shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for
the construction of the PROJECT to provide insurance in the amounts specified and in
accordance with the DEPARTMENT’S current Standard Specifications for Construction and to:

A. Maintain bodily injury and property damage insurance for the duration of
the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State
of Michigan, the Michigan State Transportation Commission, the
DEPARTMENT and its officials, agents and employees, the
REQUESTING PARTY and any other county, county road commission,
or municipality in whose jurisdiction the PROJECT is located, and their
employees, for the duration of the PROJECT and to provide, upon request,
copies of certificates of insurance to the insureds. It is understood that the
DEPARTMENT does not assume either ownership of any portion of the
PROJECT or jurisdiction of any REQUESTING PARTY highway as a
result of being named as an insured on the owner's protective liability
insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of
insurance set forth in the current standard specifications for construction
and to provide, upon request, copies of notices and reports prepared to
those insured.
19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF FERNDALE

By __________________________
Title: ________________________

By __________________________
Title: ________________________

MICHIGAN DEPARTMENT OF TRANSPORTATION

By __________________________
Department Director MDOT
EXHIBIT I

CONTROL SECTION  TAU 63000
JOB NUMBER     208933CON
PROJECT         20A0(158)

ESTIMATED COST

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<th>PART B</th>
<th>TOTAL</th>
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<tr>
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<td>$272,200</td>
<td>$712,200</td>
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COST PARTICIPATION

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<tr>
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<th>PART A</th>
<th>PART B</th>
<th>TOTAL</th>
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<tr>
<td>GRAND TOTAL ESTIMATED COST</td>
<td>$440,000</td>
<td>$272,200</td>
<td>$712,200</td>
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<tr>
<td>Less Federal Funds*</td>
<td>$308,000</td>
<td>$0</td>
<td>$308,000</td>
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<tr>
<td>BALANCE (REQUESTING PARTY’S SHARE)</td>
<td>$132,000</td>
<td>$272,200</td>
<td>$404,200</td>
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*Federal Funds for the PART A portion of the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT
PART II

STANDARD AGREEMENT PROVISIONS

SECTION I  COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II  PROJECT ADMINISTRATION AND SUPERVISION

SECTION III  ACCOUNTING AND BILLING

SECTION IV  MAINTENANCE AND OPERATION

SECTION V  SPECIAL PROGRAM AND PROJECT CONDITIONS
SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering
   a. FAPG (6012.1): Preliminary Engineering
   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
   c. FAPG (23 CFR 635A): Contract Procedures
   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs

2. Construction
   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
   b. FAPG (23 CFR 140B): Construction Engineering Costs
   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
   d. FAPG (23 CFR 635A): Contract Procedures
   e. FAPG (23 CFR 635B): Force Account Construction
   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement
g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs

3. Modification Or Construction Of Railroad Facilities
   a. FAPG (23 CFR 1401): Reimbursement for Railroad Work
   b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

   1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

   2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

   3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.
SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.
F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than $100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.
J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.
SECTION III
ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate
arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of $500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.
The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than $500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
   Accounting Service Center
   Hannah Building
   608 Allegan Street
   Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department’s federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final
or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number ______", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than $1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.
2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof; and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.
4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.
SECTION IV
MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

   Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

   a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

   b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

      With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

   c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

   d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.
B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.
SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.

B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.

C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.

D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.
APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual’s ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual’s ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual’s ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers’ representative of the contractor’s commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.
7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011
During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

   a. Withholding payments to the contractor until the contractor complies; and/or

   b. Canceling, terminating, or suspending the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

*Revised June 2011*
APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
# Engineer's Opinion of Costs

**Project Number:** 63000-208933  
**Estimate Number:** 1  
**Project Type:** Resurfacing  
**Location:** City of Ferndale, W. Marshall - Allen to Woodward  
**Description:** 0.38 MILES OF HMA COLD MILLING AND RESURFACING, CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT, DRAINAGE IMPROVEMENTS, STRUCTURE ADJUSTMENTS, PAVEMENT MARKINGS, TREE PLANTINGS, PERMANENT SIGNS, FLASHING BEACONS AND LAWN RESTORATION.

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11/15/2019 9:38:24 AM
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<td>$5.00</td>
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</tr>
<tr>
<td>0087</td>
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</tr>
<tr>
<td>0088</td>
<td>4037050</td>
<td>Dr Structure Cover, Adj, Case 1, Modified</td>
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<td>Ea</td>
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<tr>
<td>0089</td>
<td>4037050</td>
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<td>Dr Structure, Temp Lowering, Modified</td>
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<td>Ea</td>
<td>$400.00</td>
<td>$3,600.00</td>
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<tr>
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<td>4040063</td>
<td>Underdrain, Subbase, 6 inch</td>
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<td>Ft</td>
<td>$30.00</td>
<td>$9,000.00</td>
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<td>5010001</td>
<td>Pavt, Cleaning</td>
<td>1.000</td>
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<td>$2,500.00</td>
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<tr>
<td>0093</td>
<td>5010002</td>
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<td>$3.50</td>
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<td>Ton</td>
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<tr>
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<td>5010051</td>
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<td>5010057</td>
<td>HMA, 5E3</td>
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<tr>
<td>0097</td>
<td>5010061</td>
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<td>Ton</td>
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<td>$5,250.00</td>
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<tr>
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<td>Pavt Repr, Nonreinf Conc, 8 inch</td>
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<td>$10,000.00</td>
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<tr>
<td>0099</td>
<td>6037011</td>
<td>Pavt Repr, Rem, Modified</td>
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<td>$20.00</td>
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<tr>
<td>0100</td>
<td>8030048</td>
<td>Sidewalk, Conc, 8 inch</td>
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<td>$8.00</td>
<td>$3,520.00</td>
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<tr>
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<td>8120012</td>
<td>Barricade, Type III, High Intensity, Double Sided, Lighted, Furn</td>
<td>12.000</td>
<td>Ea</td>
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<td>0102</td>
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<td>Barricade, Type III, High Intensity, Double Sided, Lighted, Oper</td>
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<td>Ea</td>
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<td>$12.00</td>
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<tr>
<td>0103</td>
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<td>$25.00</td>
<td>$450.00</td>
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<td>0104</td>
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<tr>
<td>0105</td>
<td>8120031</td>
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<td>Ea</td>
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<td>$122.00</td>
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<td>0106</td>
<td>8120170</td>
<td>Minor Traf Devices</td>
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<td>$2,500.00</td>
<td>$2,500.00</td>
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<tr>
<td>0107</td>
<td>8120235</td>
<td>Pavt Mrkg, Wet Reflective, Type NR, Paint, 4 inch, White, Temp</td>
<td>3,450.000</td>
<td>Ft</td>
<td>$0.50</td>
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<tr>
<td>0108</td>
<td>8120250</td>
<td>Plastic Drum, High Intensity, Furn</td>
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<td>$19.00</td>
<td>$570.00</td>
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<td>Line</td>
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<td>Description</td>
<td>Quantity</td>
<td>Units</td>
<td>Unit Price</td>
<td>Total</td>
</tr>
<tr>
<td>------</td>
<td>-----------</td>
<td>------------------------------------------------------------------------------</td>
<td>----------</td>
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<tr>
<td>0109</td>
<td>8120251</td>
<td>Plastic Drum, High Intensity, Oper</td>
<td>30.000</td>
<td>Ea</td>
<td>$1.00</td>
<td>$30.00</td>
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<tr>
<td>0110</td>
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<td>Ea</td>
<td>$30.00</td>
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<td>0111</td>
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<tr>
<td>0114</td>
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<td>$70.00</td>
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<td>8120370</td>
<td>Traf Regulator Control</td>
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<td>$5,000.00</td>
<td>$5,000.00</td>
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<tr>
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<td>$1,500.00</td>
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<td>8230391</td>
<td>Gate Box, Adj, Temp, Case 1</td>
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<td>Ea</td>
<td>$300.00</td>
<td>$300.00</td>
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<tr>
<td>0118</td>
<td>8507001</td>
<td>Irrigation System Repr, Pipe, Modified</td>
<td>500.000</td>
<td>Ft</td>
<td>$5.00</td>
<td>$2,500.00</td>
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<tr>
<td>0119</td>
<td>8507050</td>
<td>Irrigation System Repr, Head, Modified</td>
<td>25.000</td>
<td>Ea</td>
<td>$50.00</td>
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<td>0120</td>
<td>8507050</td>
<td>Irrigation System Repr, Valve, Modified</td>
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<td>$100.00</td>
<td>$500.00</td>
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<tr>
<td>0121</td>
<td>8507060</td>
<td>Reimbursed Permit Fees</td>
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<td>$1,200.00</td>
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Category 0003 Total:  $272,170.00
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<th>Line</th>
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<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Total</th>
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</thead>
</table>

Estimate Total: $712,170.00
Consent Agenda

Item 7.I.

7.I.) Approval of Contract No. 19-5621 by and between the Michigan Department of Transportation and the City of Ferndale, for asphalt resurfacing, concrete curb and gutter, drive approach, sidewalk ramps, drainage improvements, structures adjustments, permanent signing, turf establishment, and pavement markings on West Marshall, from Woodward Avenue to Allen Road, in the City of Ferndale, to be funded from Local Roads, Account Number 450-000-977-000, and to authorize the Mayor and City Clerk to execute said Contract as submitted by the Planning Manager.

Moved by Council Member ____________________, seconded by Council Member ______________ to approve the Consent Agenda as presented.

AYES:
NAYS:
ABSENT:
MOTION CARRIED / NOT CARRIED

I, Marne McGrath, the duly appointed City Clerk of the City of Ferndale, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the City Council of the City of Ferndale at a meeting held on February 10, 2020, the original of which is on file in the City Clerk’s Office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this ____ day of __________, 2020

____________________________________
Marne McGrath, City Clerk
FROM: Jack Pesha

SUBJECT: Approval of the Purchase of Blue Card Command Classroom and Practical Training for 13 Members of the Fire Department, in the Amount of $8,507.50 to be Charged to Training, Account number 101-336-873.000, as Submitted by the Fire Chief

INTRODUCTION
The Fire Department is seeking the opportunity for Blue Card Incident Command training—essential education for first responders—for both classroom and practical modules for 13 firefighter/paramedics.

SUMMARY & BACKGROUND
Incident command training is critical for first responders. Blue Card training is recommended and used by the OAKWAY collective, as well as at the national level, for incident command of all size incidents—whether it be fire, EMS, or large-scale emergency disaster situations.

This training integrates accountability of personnel and simulates scenes for instruction of general safety and mitigation through communication. This training consists of two parts: 40 hours of online interaction and 24 hours of practical training. An OAKWAY licensed Blue Card simulation lab will host the practical portion. This training will be instituted in the Spring of 2020.

BUDGETARY CONTEXT
Training budget 101-336-873.000 in the amount of $8,507.50

CIP#
N/A

ATTACHMENTS
Blue Card Quote 01-2020.pdf

STRATEGIC PLANNING CONTEXT
Safe, Protected, Engaged Community

RECOMMENDED ACTION
Approve the purchase of Blue Card Command classroom/practical training for 13 memberships in the amount of $8,507.50, charged to Training, account number 101-336-873.000.
January 9, 2020

Steven Light, Capt.
Training Coordinator
Ferndale Fire Department

RE: Quote for Blue Card Online Training
Blue Card Online Access & CE Renewal Quote

Thank you for the opportunity to work with you and the Ferndale Fire Department. I am pleased to offer the following quote outlined below for the Blue Card online training and your current student’s online access and CE access renewal.

<table>
<thead>
<tr>
<th>Service</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructor Renewal</td>
<td>1</td>
<td>$</td>
</tr>
<tr>
<td>Unactivated Accounts</td>
<td>2</td>
<td>$</td>
</tr>
<tr>
<td>Students/IC’s: Online &amp; CE Access</td>
<td>6</td>
<td>$750.00</td>
</tr>
<tr>
<td>Total before Prorate and Discount</td>
<td></td>
<td>$750.00</td>
</tr>
<tr>
<td>Pro-rating</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Bundled Discount</td>
<td></td>
<td>(150.00)</td>
</tr>
<tr>
<td>Total Individual Pricing</td>
<td></td>
<td>$600.00</td>
</tr>
</tbody>
</table>

5 — New Online Subscriptions @ $346.50/each .................................................. $1,732.50
TOTAL COST ........................................................................................................ $2,332.50

Please feel free to contact our Blue Card office if you should have any further questions.

Sincerely,

Jennifer Schabbel

Office Manager
January 21, 2020

**RAFT Blue Card 3-Day Certification Program**

$475.00 per student

13 Students @ $475.00

Total - $6175.00

* - These programs are offered at the RAFT Blue Card CTC in West Bloomfield; ideal for individual students or for certifying/recertifying a limited number of students at one time. Classes are held six (6) times per year, with a minimum of six (6) students and a maximum of 10. Extra classes may be added as necessary. Certification programs may also be taught at your location for the same price. Minimum class size of six (6), maximum class size of 10.

† - Certification program fees include “continental breakfast” and lunch each day, water, and snacks.
FROM: Barb Miller

SUBJECT: Approval of the Bills and Payrolls as Submitted by the City Manager’s Office and Subject to Review by the Council Finance Committee

INTRODUCTION
Approval of the bills and payrolls as submitted by the City Manager’s office and subject to review by the Council Finance Committee

SUMMARY & BACKGROUND
Approval of the bills and payrolls as submitted by the City Manager’s office and subject to review by the Council Finance Committee

BUDGETARY CONTEXT
N/A

CIP#
N/A

ATTACHMENTS

STRATEGIC PLANNING CONTEXT
Organizational and Financial Excellence

RECOMMENDED ACTION
Approve the bills and payrolls as submitted by the City Manager’s office and subject to review by the Council Finance Committee
FROM: Marne McGrath

SUBJECT: Consideration of Mayoral Appointment to the Civil Service Board

INTRODUCTION
On January 27 Council tabled the appointment of Dennis Whittie to the Civil Service Board and request a more transparent process to advertise the vacancy. Social media posts and the City website advertised the vacancy with a closing date of February 5 in order to allow enough review time for council to reconsider the appointment on February 10.

SUMMARY & BACKGROUND
The position will be appointed by the Mayor, by and with the advice and consent of the Council. We have received applications from Rolanda Kelley, Dennis Whittie, and Cheryl Yapo, which are attached for Council's consideration.

BUDGETARY CONTEXT

CIP#

ATTACHMENTS
CSB - Kelley, Rolanda_Redacted

CSB - Whittie, Dennis_Redacted

CSB - Yapo, Cheryl_Redacted

STRATEGIC PLANNING CONTEXT
Organizational and Financial Excellence

RECOMMENDED ACTION
Consideration of the Mayoral appointment of ______________ to the Civil Service Board to fill the unexpired term vacated by Kathryn Bruner James, term ending December 31, 2024
A separate application is required for each board or commission you wish to join. Applications remain active for at least one year from the date of submittal. Resumes are encouraged and may be attached to your completed application.

<table>
<thead>
<tr>
<th>Name of Board or Commission for which you are applying:</th>
<th>Civil Service Commission</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Rolanda Kelley</td>
<td></td>
</tr>
<tr>
<td><strong>Home Address:</strong></td>
<td><strong>Work Address:</strong></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Home Phone:</strong></td>
<td><strong>Work Phone:</strong></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cell Phone:</strong></td>
<td><strong>Email:</strong></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Ferndale residency is required for most boards and commissions.

- [ ] I am a Ferndale resident. If so, for how many years? 4

**Describe experiences you have had that led to your desire to serve the City.**

In 2019, I ran for the 2-year seat on Ferndale's City Council. In my time campaigning for council, door to door canvassing, researching city laws and ordinances, networking with candidates and city leaders and engaging with residents, it has fueled my passion even further for our city and its people. I am an engaged member of the community and desire to share my time and talents to continue to bring value and make a difference in our great city.

**Provide a brief biography including your skills, background and expertise, as well as involvement in the community, professional or other non-profit organizations that are specifically applicable to this board or commission.**

In my career as senior level manager at Costco, I have much experience in human resources, employee/labor relations, and staff level management. I also lead a women in business empowerment program; a program designed to help women in the workplace succeed through equal opportunity, education, mentoring and networking. I possess strong business strategy knowledge, problem solving abilities, leadership and people skills that I believe would be an asset to the Civil Service Commission.

I am an advocate within Ferndale’s LGBTQIA community and a volunteer for Ferndale Pride. In 2019, I coordinated with local businesses and business owners all around around our city, to create what ended up being the most successful raffle fundraiser that Ferndale Pride has ever had. I am a member of the Ferndale Area Democrats and The Elks.
**Employment:** List your three most recent employment experiences.

<table>
<thead>
<tr>
<th>Dates</th>
<th>Company Name / Location</th>
<th>Position</th>
<th>Job Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009-2013</td>
<td>Costco Wholesale - 27118 Gratiot, Roseville</td>
<td>Marketing Manager</td>
<td>Developing marketing strategies,</td>
</tr>
<tr>
<td>2014-present</td>
<td>Costco Wholesale-13700 Middlebelt Livonia</td>
<td>Senior Manager</td>
<td>Manages 300+ employees, facilitates</td>
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</tbody>
</table>

**Education:** List your three most recent educational experiences.

<table>
<thead>
<tr>
<th>Educational Institution / School</th>
<th>Degree Received</th>
<th>Area(s) of Study</th>
</tr>
</thead>
<tbody>
<tr>
<td>Athens State</td>
<td>Associates</td>
<td>Early Childhood Development</td>
</tr>
<tr>
<td>Dale Carnegie Business</td>
<td>Management &amp;</td>
<td>Management &amp; Leadership</td>
</tr>
</tbody>
</table>

Some boards and commissions are a mix of citizens with certain qualifications and other citizens representing the general public. Even if you do not have any of the experience or professional background listed below, City Council urges you to apply for consideration. Ferndale needs citizens with diverse backgrounds on its boards and commissions.

**Important Public Records Information:** All information submitted in this application is public information and subject to disclosure in response to a public records request made pursuant to the Freedom of Information Act. Please contact the City Clerk at 248-546-2384 if you have any questions or concerns about the disclosure of specific information.

**Truth and Accuracy:** I certify that the information contained on this form is accurate and complete to the best of my knowledge. I understand that all information disclosed on this form will be available to the public as part of a Freedom of Information Act request.

![Signature](https://example.com/signature.png)

February 5, 2020

Applicant’s Signature

Date

Return completed forms to:

Marne McGrath, City Clerk  
City of Ferndale  
300 E Nine Mile Rd  
Ferndale, MI 48220  
248-546-2381  
mmcgrath@ferndalemi.gov
Name of Board or Commission for which you are applying:
Civil Service Board

Name: Dennis G. Whittie

Home Address:  
Work Address:  

Home Phone:  
Work Phone:  

Cell Phone:  
Email:  

Ferndale residency is required for most boards and commissions.
☑️ I am a Ferndale resident. If so, for how many years? 34+

Describe experiences you have had that led to your desire to serve the City.
I have been involved within the Ferndale community for decades. I recently was appointed to fulfill a vacancy on the City Council. I would like to continue my service to the City as a member of the Civil Service Board.

Provide a brief biography including your skills, background and expertise, as well as involvement in the community, professional or other non-profit organizations that are specifically applicable to this board or commission.
Please see supplemental materials being sent by email.
Employment: List your three most recent employment experiences.

<table>
<thead>
<tr>
<th>Dates</th>
<th>Company Name / Location</th>
<th>Position</th>
<th>Job Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/2015 - Present</td>
<td>Whittle Law Center, Royal Oak, MI</td>
<td>Attorney/Owner</td>
<td>Attorney</td>
</tr>
<tr>
<td>06-2008 - 3-2016</td>
<td>City of River Rouge/River Rouge, MI</td>
<td>Police Officer</td>
<td>Patrol &amp; Field Training Ofc</td>
</tr>
</tbody>
</table>

Education: List your three most recent educational experiences.

<table>
<thead>
<tr>
<th>Educational Institution / School</th>
<th>Degree Received</th>
<th>Area(s) of Study</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wayne State University</td>
<td>Master of Public Admin.</td>
<td>Concentration: Fiscal &amp; HR Mgt</td>
</tr>
<tr>
<td>Thomas M. Cooley Law School</td>
<td>Juris Doctor</td>
<td>Law</td>
</tr>
<tr>
<td>Wayne State University</td>
<td>Bachelor, Political</td>
<td>Political Science</td>
</tr>
</tbody>
</table>

Some boards and commissions are a mix of citizens with certain qualifications and other citizens representing the general public. Even if you do not have any of the experience or professional background listed below, City Council urges you to apply for consideration. Ferndale needs citizens with diverse backgrounds on its boards and commissions.

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Truth and Accuracy: I certify that the information contained on this form is accurate and complete to the best of my knowledge. I understand that all information disclosed on this form will be available to the public as part of a Freedom of Information Act request.

Applicant’s Signature __________________________ Date __________

Return completed forms to:

Marne McGrath, City Clerk
City of Ferndale
300 E Nine Mile Rd
Ferndale, MI 48220
248-546-2381
mmcgrath@ferndalemi.gov
QUALIFICATIONS

Michigan licensed attorney with a diverse personal and professional background experienced in the areas of law, administration, criminal justice, emergency management, and health care. Experience with managing human, fiscal, and other resources. Experience with representing clients with diverse backgrounds and low-income status.

PROFESSIONAL EXPERIENCE

Attorney
THE WHITTIE LAW CENTER, PLLC, Royal Oak, Michigan 2015 – Present

- Practice in the areas of criminal defense and family law, focusing in indigent clients
- Pro Bono attorney volunteering through the Family Law Assistance Project.

Emergency Management Coordinator
HENRY FORD HEALTH SYSTEM, Sterling Heights, Michigan 2006 – Present

- Maintain grant funding, manage and train personnel.
- Develop and implement emergency management plans, policies, and directives.
- Maintain inventory of all emergency management equipment including federal and state resources.

Police Officer

- Served as a Field Training Officer; implemented new training & instruction process.
- Coordinator of the River Rouge Police Auxiliary Program

EDUCATION

Master of Public Administration, 2019 (3.95 GPA)
WAYNE STATE UNIVERSITY, Detroit, Michigan

Juris Doctor, 2014 (Cum Laude)
WMU/THOMAS M. COOLEY LAW SCHOOL, Auburn Hills, Michigan

Bachelor of Arts in Political Science, 2006
WAYNE STATE UNIVERSITY, Detroit, Michigan

Associate Degrees in Criminal Justice and Liberal Arts, 1999 & 2000 (Magna Cum Laude)
OAKLAND COMMUNITY COLLEGE, Auburn Hills, Michigan
CERTIFICATIONS & PROFESSIONAL LICENSES

- *CPR Instructor*, American Heart Association, 2017
- *Licensed Advanced Emergency Medical Technician*, 2016
- *Licensed Emergency Medical Technician*, 1996

BOARDS AND ASSOCIATIONS

- *Member of Board of Directors*, FernCare
- *Councilmember*, City of Ferndale
- *Volunteer*, FernCare fundraisers
- *Member*, Michigan Bar Association, 2015 - Present
- *Member*, Oakland County Bar Association, 2015 - Present
- *Member*, Wayne County Criminal Defense Bar Association, 2015 - Present
- *Member*, Detroit Metropolitan Bar Association, 2015 – Present
- *Member*, Macomb County Medical Control Authority, 2016 – Present
- *Member*, Region 2 North Healthcare Coalition Board of Directors, 2010 - Present
- *Member*, Region 2 North Health Care Coalition, Hospital Committee, 2010 - Present
- *Member*, Trial Lawyers’ College, 2014 – Present
- *Co-Chair*, Yes to Ferndale’s Future Campaign, 2011
- *Member*, City of Ferndale Fiscal Review Advisory Committee, 2010-2011
- *Instructor & Advisor*, Madison Heights Police Department Explorer Division, 2000-2009
A separate application is required for each board or commission you wish to join. Applications remain active for at least one year from the date of submittal. Resumes are encouraged and may be attached to your completed application.

**Name of Board or Commission for which you are applying:**
Civil Service Board

**Name:** Cheryl Yapo

**Home Address:**

**Work Address:**

**Home Phone:**

**Work Phone:**

**Cell Phone:**

**Email:**

Ferndale residency is required for most boards and commissions.

☑ I am a Ferndale resident. If so, for how many years? 17 years

**Describe experiences you have had that led to your desire to serve the City.**
I have more than 20 years in the specialized practice of labor and employment law. I worked for Wayne County for 19 years in the labor and employment group. At the time of my retirement, I was the Principal Attorney leading this team. I handled all types of administrative hearings and matters, including appeals before the Wayne County Civil Service Commission. I am familiar with civil service rules and Home Rule Charters. I have sat on several boards and have knowledge as to the roles of directors and the Open Meetings Act.

**Provide a brief biography including your skills, background and expertise, as well as involvement in the community, professional or other non-profit organizations that are specifically applicable to this board or commission.**
My involvement in the community centers around the Ferndale Public Schools. I served as the PTA President for the elementary schools from September 2011 to May 2013. I simultaneously served as the Open Classroom President during those same years. I am currently the PTO Vice President for Ferndale Middle and High School. I am the parent volunteer for the Boys High School Varsity Team. I have organized dozens of fundraisers over the years to benefit our Ferndale students. I volunteer and donate for every event that my time allows.

I am active in the local bar events, volunteering for various pro bono work, such as for Legal Aid to avoid tax foreclosures in Wayne County, the Joseph Project to assist victims of human trafficking, and donation drives for women and children shelters.

I am a trained mediator and facilitator; I have negotiated and settled labor contracts and other employment matters.

I am the mom of two children, ages 16 and 12, who attend Ferndale Public Schools.

I believe I am qualified to serve on the Civil Service Board. I am ready to serve in this capacity.
Employment: List your three most recent employment experiences.

<table>
<thead>
<tr>
<th>Dates</th>
<th>Company Name / Location</th>
<th>Position</th>
<th>Job Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/10/2017-Present</td>
<td>Great Lakes Water Authority/Detroit, MI</td>
<td>Director/Attorney</td>
<td>HR/Labor/Legal Admin</td>
</tr>
<tr>
<td>1/19/1999-10/09/2017</td>
<td>Wayne County Corporation Counsel</td>
<td>Principal Attorney</td>
<td>Labor/Employment Group</td>
</tr>
<tr>
<td>1997-1999</td>
<td>JAWGM Legal Services</td>
<td>Staff Attorney</td>
<td>Member Benefits</td>
</tr>
</tbody>
</table>

Education: List your three most recent educational experiences.

<table>
<thead>
<tr>
<th>Educational Institution / School</th>
<th>Degree Received</th>
<th>Area(s) of Study</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wayne State Law School</td>
<td>LL.M</td>
<td>Labor</td>
</tr>
<tr>
<td>University of Detroit Mercy</td>
<td>JD</td>
<td>General Law</td>
</tr>
<tr>
<td>Oakland University</td>
<td>BA</td>
<td>Political Science</td>
</tr>
</tbody>
</table>

Some boards and commissions are a mix of citizens with certain qualifications and other citizens representing the general public. Even if you do not have any of the experience or professional background listed below, City Council urges you to apply for consideration. Ferndale needs citizens with diverse backgrounds on its boards and commissions.

Important Public Records Information: All information submitted in this application is public information and subject to disclosure in response to a public records request made pursuant to the Freedom of Information Act. Please contact the City Clerk at 248-546-2384 if you have any questions or concerns about the disclosure of specific information.

Truth and Accuracy: I certify that the information contained on this form is accurate and complete to the best of my knowledge. I understand that all information disclosed on this form will be available to the public as part of a Freedom of Information Act request.

February 3, 2020

Applicant’s Signature

Return completed forms to:

Marie McGrath, City Clerk
City of Ferndale
300 E Nine Mile Rd
Ferndale, MI 48220
248-546-2381
mmcgrath@ferndalemi.gov
FROM: Marne McGrath

SUBJECT: Consideration of the Online Records Management Bid Award to Jobes Technology Services

INTRODUCTION
In October 2019, the City released an RFP for an online records management (ORM) system to organize and provide greater access to the City's electronic and paper records. We received five bids using four different hosting platforms. The ORM evaluation team discussed the RFPs and requested product demos from four of the vendors; the fifth being a proprietary platform which did not appeal to the team as it was not cloud based.

After the demos the team determined that the Laserfiche platform was the best fit for Ferndale’s needs. Two of the vendors are licensed Laserfiche vendors. Of the two, the team determined Jobes Technology Solutions was best suited to address Ferndale’s needs. Jobes is based in Holly. Founder Bill Jobes and Implementation Manager Sean Fitzgerald are former Oakland County employees. Their team understands that Ferndale is just beginning its records management journey and will need a partner to not only provide the software, but also to be there as our system grows. Their proposed timeline fit well with our expectations and their commitment to realistic training schedules made the team feel confident that Jobes understands our needs.

SUMMARY & BACKGROUND
This is Ferndale’s opportunity to not only increase transparency and public access in the short term, but also to set up future generations of records keepers for success. Over the past 100 years there have been a number of City Clerks using various methods and naming conventions to categorize records. Due to the permanency of many city records this requires a large time and manpower commitment to implement this project. The flood of August 2014 adds another dimension to the project, given that hundreds of boxes that were stored in City Hall are now housed offsite. These records must be reviewed for retention and either scanned or sent for disposition if they are no longer required to be stored.

Our goal with this project is to bring all City Hall departments and DPW records into the ORM system. Once we have accomplished that, we will include Recreation records as well. We will then work with Fire and Police to determine if this platform is appropriate for their particular records series given the confidential nature of many of their documents. Human Resources records are also mostly confidential and having HR as part of the initial implementation will give us a better idea of how Jobes and Laserfiche can help us manage our non-public records.

The first phase is to begin by creating a public portal housing meeting agendas, packets, and minutes going back five years. We are targeting March or April to open access to the public portal. We also will implement Laserfiche’s FOIA module to improve our processes for requesting public records. Building and tax records are currently available through the BS&A public portal from the City’s website. We do not intend to change how the public accesses those records, but will be using Laserfiche as a resource to back up those records. Finance is looking forward to using Laserfiche to assist them open records that take longer to access using BS&A.
We estimate that the time staff spends searching for documents will decrease once Laserfiche in is place. Currently the City receives an average of eight FOIAs per week. Some of these are answered quickly but many take several hours to research and compile responses due to the various methods of categorization and physical locations of existing records. Some of the records we search for are for internal use to create or research historical timelines for projects and processes. All of this takes time that can be better utilized serving the community once the ORM system in is place. We forecast a time savings of 10-15 hours a week in the City Clerk’s Office alone, and most departments spend a similar amount of time researching and documenting records.

Implementing an online records management system to catalog our records and increase the public’s access to those records has been a longtime goal of City Council. The project aligns with the City’s strategic plan critical success factor of organizational and financial excellence and serves our mission to be stewards of progress, anticipating needs, engaged with our community, serving with excellence. Ferndale’s vision to be the benchmark for a modern community will be well-served bringing together the last 100 years of records into a platform that can move us confidently into the future.

**BUDGETARY CONTEXT**

This project has been budgeted in the City Clerk Capital Outlay account 101-215-977. Initial implementation costs are $158,104 to be paid in the amount of $63,901 upon execution in FY19/20 with the remaining $94,203 paid as the project progresses into FY20/21. After the first year, annual licensing and data storage not to exceed $99,914 will be charged to City Clerk contractual account 101-215-818.

**CIP#**

CIP #68, 2017-2021

**ATTACHMENTS**

Laserfiche EULA.pdf

ORM Presentation Council 02 10 20.pptx

City of Ferndale ORM RFP 2019.pdf

Ferndale Jobes MSA 02 10 20.pdf

**STRATEGIC PLANNING CONTEXT**

Organizational and Financial Excellence

**RECOMMENDED ACTION**

Approve the bid award to Jobes Technology Services of Holly in the amount of $158,104 charged to account 101-215-977 for the implementation of an online records management system using the Laserfiche platform and approval of an amount not to exceed $99,914 for ongoing costs after the first year of implementation to
101-215-818, as submitted by City Clerk.
LASERFICHE END USER LICENSE AGREEMENT

This Laserfiche End User License Agreement (“EULA”) is between you and Compulink Management Center, Inc. dba Laserfiche or its affiliates (“Laserfiche,” “Licensor,” “we,” “our,” and “us”) and governs your use of the accompanying Laserfiche software, which includes updates or upgrades, if any, provided by us for such software (collectively, “Laserfiche Software” or “Software”), and associated Documentation (as defined below) (the Software and Documentation together, the “Laserfiche Product”). “You” and “your” and “Licensee” means the individual, company or other legal entity licensing the Laserfiche Product under this EULA.

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time-control disabling functionality in the Evaluation Product that causes the Evaluation Product to cease functioning upon the expiration of the Evaluation Period. With respect to Evaluation Products, except to the extent this Section modifies this EULA, all other provisions stand and remain unaltered. This Section shall apply only with respect to Evaluation Products.

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6. **Usage Limitations.** Your Use of the Software is subject to the usage limitations described at https://www.laserfiche.com/eula/usage6.6.2018 and set forth in the License Requisition (each, a “Usage Limitation”).

7. **Subscription Software**

7.1 **Subscription License.** A subscription license to on-premises Laserfiche Software allows you to Use such Software on a subscription basis (a “Subscription”, and such license, a “Subscription License”). If you purchase a Subscription License, subject to your compliance with the terms and conditions of this EULA, you may Use the Software covered by the Subscription (the “Subscription Software”) for the term of the Subscription set forth in your License Requisition until the Subscription expires or is otherwise terminated. After the Subscription expires or is
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7.5 Updates and Support. The Subscription includes Software updates, access to online support resources, and Basic or Premium support as described in the Laserfiche Software Assurance Plan (“LSAP”) during the term of the Subscription.

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13. LIMITATION OF LIABILITY

13.1 EXCLUSION OF CERTAIN TYPES OF DAMAGES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL LASERFICHE OR ITS AFFILIATES, RESELLERS, DISTRIBUTORS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CONSULTANTS, OR SUPPLIERS (COLLECTIVELY, "REPRESENTATIVES") BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOSSES FROM BUSINESS INTERRUPTION, LOSS OF BUSINESS REVENUES, GOODWILL, INFORMATION OR DATA, COSTS OF RECREATING LOST OR CORRUPTED INFORMATION OR DATA, OR COSTS OF SUBSTITUTE SOFTWARE, PRODUCTS, OR SERVICES, REGARDLESS OF WHETHER LASERFICHE OR ITS REPRESENTATIVES HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, AND WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING FROM OR RELATED TO THIS EULA, THE LASERFICHE PRODUCT, ANY SERVICES, DELIVERY OF SUPPORT, OR THE PERFORMANCE OR NON-PERFORMANCE OF THE LASERFICHE PRODUCT OR ANY SERVICES.

13.2 LIMITATIONS ON DAMAGES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, ANY AND ALL DAMAGES SUFFERED BY YOU, ANY USER, AND ANYONE ELSE, FOR WHICH LASERFICHE OR ITS REPRESENTATIVES ARE LIABLE, WHETHER ARISING FROM OR RELATING TO THIS EULA, THE LASERFICHE PRODUCT, ANY SERVICES, OR THE PERFORMANCE OR NON-PERFORMANCE OF THE LASERFICHE PRODUCT OR ANY SERVICES, WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, WILL BE STRICTLY LIMITED TO THE DOLLAR AMOUNT THAT YOU ACTUALLY PAID FOR THE DEFECTIVE SOFTWARE COMPONENT WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT LASERFICHE RECEIVES NOTICE OF AN EXISTING OR POTENTIAL CLAIM OR SUIT AGAINST IT. NO CLAIM OR SUIT MAY BE BROUGHT AGAINST LASERFICHE OR ITS REPRESENTATIVES BASED ON A BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, MORE THAN 1 YEAR AFTER YOU FIRST DISCOVERED OR SHOULD HAVE DISCOVERED ANY OF THE FACTS THAT GAVE RISE TO THE CLAIM OR SUIT. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. THIS LIMITATION APPLIES EVEN IF THE DAMAGES AVAILABLE TO YOU OR ANY OTHER CLAIMANT DO NOT FULLY COMPENSATE THEM FOR ANY OR ALL OF THEIR LOSSES OR LASERFICHE WAS ADVISED, KNEW OR SHOULD HAVE KNOWN, ABOUT THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

14. Application of Limitations and Disclaimers to Consumers. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages with respect to consumers (i.e., a person acquiring goods otherwise than in the course of a business), so the exclusions set forth in Sections 12.3 and 13 above may not apply to you if you are a consumer. The limitations or exclusions of warranties and liability contained in this EULA do not affect or prejudice the statutory rights of a consumer. If you are a consumer, the limitations or exclusions of warranties and remedies contained in this Agreement shall apply to you only to the extent such limitations or exclusions and remedies are permitted under the laws of the jurisdiction
where you are located.

15. **Basis of Bargain.** The warranty disclaimer in Section 12.3 and limitation of liability set forth in Section 13 are fundamental elements of the basis of the agreement between Laserfiche and you. Laserfiche would not be able to provide the Laserfiche Product on an economic basis without such limitations. The warranty disclaimer and limitation of liability inure to the benefit of Laserfiche’s Representatives.

16. **Interoperability.** To the extent required by applicable law, Laserfiche shall provide you with the interface information needed to achieve interoperability between the Software and another independently created program. Laserfiche will provide this interface information at your written request after you pay Laserfiche’s licensing fees. You will keep this information in strict confidence and strictly follow any applicable terms and conditions upon which Laserfiche makes such information available.

17. **Audit Rights.** During the term of this EULA and for 1 year thereafter, you agree that we or our designated agent may inspect and audit the use of the Laserfiche Product licensed by you, including inspecting and auditing your and your affiliates’, and each of your and your affiliates’ contractors’, facilities, systems, and records, to verify compliance with this EULA. Any such inspection and audit will take place only during your and your affiliates’ normal business hours and upon no less than 10 days prior written notice to you. Laserfiche will give you written notice of any non-compliance, including any underpayment of fees, and you will have 15 days from the date of such notice to make payment to Laserfiche for such underpayment. If the shortfall in the amount payable by you exceeds 5% of the total amount that would otherwise be payable by you, you will also pay us for the cost of such inspection and audit. You will promptly pay us for any amounts shown by such audit to be due and owing to us plus interest at 1.5% per month, or the maximum amount permitted by applicable law, whichever is lower, from the due date until paid. You agree to take reasonable steps to maintain complete and accurate records of the use of the Laserfiche Product sufficient to verify compliance with this EULA.

18. **Miscellaneous**

18.1 **Waiver; Severability.** The failure of either party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. All waivers by Laserfiche must be in writing to be effective. If any provision of this EULA is for any reason held unenforceable or invalid, then this EULA will be construed as if such provision were not contained in this EULA. No course of performance, course of dealing, or usage of trade will override the written terms of this EULA.

18.2 **Entire Agreement and Order of Precedence.** This EULA is the entire agreement between you and us regarding your use of the Laserfiche Product and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the License Requisition and (2) this EULA. Any agreement between you and Laserfiche’s authorized reseller or distributor: (a) does not modify the terms and conditions of this Agreement, the License Requisition, or any document
comprising the License Requisition, and (b) does not create obligations for, or otherwise bind, Laserfiche.

18.3 Modifications to the EULA. If you install a new version of the Software, or any update, modification, or upgrade of the Software, the EULA applicable to the new updated, modified or upgraded version of the Software will modify this EULA upon such installation, if or to the extent that the new EULA is different than this EULA. A revised version of the EULA will be available at www.laserfiche.com/eula/home. By continuing to use the Software after the effective date of any modifications to this EULA, you agree to be bound by the modified terms.

18.4 Limitation on Actions. Any suit, claim, action or proceeding based on or related to this EULA, its terms, provisions or warranties, or arising out of its performance or breach, whether in contract or tort, must be instituted by you against us within 1 year after the occurrence of any 1 or more of the acts, omissions, facts, conduct, events, claims or allegations upon which the action, proceeding or claim is based. You waive the benefit of any statute of limitations which specifies a period longer than 1 year for filing an action or proceeding.

18.5 U.S. Government End Users. Laserfiche Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are part of the US Government or are a contractor for the U.S. Government, you shall receive only those rights with respect to the Software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

18.6 Export Restrictions. You acknowledge that Laserfiche Software and Documentation may be subject to applicable U.S. and international import and export restrictions, including restrictions imposed by the U.S. Export Administration Regulations as well as end-user, end-use and destination restrictions issued by the U.S. government and the governments of other nations. You agree to comply with all applicable national and international laws that apply to the transport of the Software across national borders or to its use in any such jurisdiction.

18.7 Notices. Should you have any questions concerning this EULA, or if you desire to contact Laserfiche for any reason, please write to either: Laserfiche, 3545 Long Beach Blvd., Long Beach, CA 90807, U.S.A. or notices@laserfiche.com.

18.8 Governing Law, Arbitration, Jurisdiction and Venue. If you acquired Laserfiche Software in a country or territory listed below, this table identifies your Laserfiche “Licensor,” the law that governs the EULA and the specific arbitration venue that have exclusive jurisdiction over any claim arising under this EULA. Except as otherwise specified below, you and your Licensor agree to arbitrate any and all disputes in any way related to this EULA by final and binding
arbitration as set forth below. You further waive the right to bring a class action against Laserfiche, or to serve as a representative of a class in a class action against Laserfiche, whether in arbitration or in court. This EULA will not be governed by the following, the application of which is hereby expressly excluded: (x) the conflict of law rules of any jurisdiction, (y) the United Nations Convention on Contracts for the International Sale of Goods, and (z) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction. All arbitration proceedings will be held and a transcribed record prepared in English. The number of arbitrators shall be 1. The seat, or legal place, of arbitration shall be as indicated below. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorney's fees and reasonable costs for expert and other witnesses, and judgment on such award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing nothing in this Addendum will be deemed to prevent Laserfiche/Licensor from seeking injunctive relief (or any other provisional remedy) from any court of competent jurisdiction as necessary to protect its rights pursuant to this EULA. The prevailing party in any suit will recover its reasonable attorney's fees and costs, including expert costs, from the other party.

Country or Territory: United States and its territories, Latin America (except Mexico), or the Caribbean
Licensor: Compulink Management Center, Inc., 3545 Long Beach Blvd., Long Beach, CA 90807 USA
Governing Law: State of California, United States of America
Arbitration: The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.

Country or Territory: Canada
Licensor: Laserfiche Strategic Services Canada Corporation, 306, 1 Valleybrook Drive, North York, Toronto, Ontario, M3B2S7 CANADA
Governing Law: State of California, United States of America
Arbitration: The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.

Country or Territory: Mexico
Licensor: Laserfiche Solutions Mexico, S. de R.L. De C.V., Av. Patria 2085, Piso Mezzanine, Colonia Puerta de Hierro, Zapopan, Jalisco, 45116 MEXICO
Governing Law: State of California, United States of America
Arbitration: The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.

Country or Territory: Asia and Australia
Licensor: Laserfiche International Limited, 2307, Westlands Centre, 20 Westlands Road, Quarry Bay, HONG KONG
Governing Law: Hong Kong
Arbitration: The arbitration will be heard at the Hong Kong International Arbitration Centre in accordance with its Domestic Arbitration Rules in effect at the time of the arbitration.
18.9 **Legal Effect.** This EULA describes certain legal rights. You may have other rights under the laws of your state or country. This EULA does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

18.10 **Assignment.** Neither this EULA, nor the rights or obligations arising under this EULA, are assignable by you, and any such attempted assignment or transfer shall be void and without effect. We may assign or transfer this Agreement without your consent.

18.11 **Construction.** The headings of Sections of this EULA are for convenience and are not to be used in interpreting this EULA. As used in this EULA, the word “including” means “including but not limited to.” You agree that this EULA will not be construed against Laserfiche by virtue of having drafted them. The official text of this EULA (and any License Requisition, Addendum, or notice submitted hereunder) will be in English. The parties acknowledge that they require that this Agreement be drawn up in the English language only. Les parties reconnaissent qu’elles ont exigé que la présente convention soit rédigée en language anglaise seulement. In the event of any dispute concerning the construction or meaning of this Agreement, reference will be made only to this Agreement as written in English and not to any translation into another language.

* * * * * * *

October 2018.
Outline

1. ORM Introduction
2. Increase Transparency+
3. Vendor: Jobes Technology Solutions - Laserfiche
4. Costs and Timeline
5. Discussion

Capital Improvement Project #68, 2017-2021
Online Record Management

Request for Proposal – October 2019

Received five qualified proposals: 3/5 proposals from Michigan companies

Requirements of the RFP included:

• Bring an innovative record storage system to Ferndale which meets industry standards
• Assist the city with the online storage and integrity of records
• Provide tools to improve public inclusivity and access
• Reduce process duplication
• Minimize costs and inspire confidence in Ferndale’s municipal records management standards
Benefits of ORM

1. **Transparency: Build a system accessible by public anytime anywhere**
   Action: Integrate searchable public portal into City website

2. **Reduce physical storage in city buildings (prevent record damage)**
   Action: Scan and remove file cabinets, bank boxes, and other paper files which are vulnerable to decay and or damage (2014 flood).

3. **Improve Freedom of Information Act response times and reduce response cost to city**
   Action: Store records in searchable online depository, improve document organization, remove need to travel offsite for documents in other city buildings.

4. **Preserve Ferndale History**
   Action: Scan and organize legacy minutes, agendas, documents from 1920 to now.
Jobes Tech
1016 N. Saginaw St., Suite C
Holly, MI 48442

President Bill Jobes

Sean Fitzgerald, Director of Implementation

Area Laserfiche users:
◦ Oakland County
◦ Farmington Hills
◦ Washtenaw County
◦ Southfield
◦ Livonia
◦ City of Detroit
◦ GLWA
◦ Macomb Twp.
## Implementation and Ongoing Costs

<table>
<thead>
<tr>
<th>Timeline</th>
<th>Feb. 17 - Jul. 17</th>
<th>2021 onward annual costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receivable</td>
<td>Implementation Cost</td>
<td></td>
</tr>
<tr>
<td>Data Hosting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- NTE 2TB Storage</td>
<td>$64,164</td>
<td>$64,164</td>
</tr>
<tr>
<td>Software Licensing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- 35 City users</td>
<td></td>
<td>$35,750</td>
</tr>
<tr>
<td>- Public Portal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- City Software Integration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Services</td>
<td></td>
<td>$58,190</td>
</tr>
<tr>
<td>- 506 hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Implementation Total</td>
<td></td>
<td>$158,104</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$99,914</td>
</tr>
</tbody>
</table>
Detailed Timeline

Feb. 10
Council Consideration

Mar. 2
Scanning and Importing

Mar. 30
Laserfiche install

May 11
Council Agenda manager migration

Jun. 12
Public Portal training

Jul. 17
Laserfiche launched

Feb. 17
If approved, kickoff meeting

Mar. 9
System Infrastructure Setup

Apr. 20
Staff Workflows Configured

May 25
Further City integration (BS&A, Shared Drives, etc.)

Mid-June
Public Portal launch goal

Jul. 17
Laserfiche launched

186
Discussion
VISION
For our community
Ferndale: The benchmark for a modern community that embraces the richness of diversity and brings inclusive hospitality to life.

MISSION
For our organization
Stewards of progress, anticipating needs, engaged with our community, serving with excellence.

GUIDING PRINCIPLES
Progressive
Equitable
Sustainable
Resilient

VALUES
Inspired
Integrity
Inclusiveness
Innovative

City of Ferndale, Michigan

Online Records Management Request for Proposal
# Contents

GENERAL INFORMATION: ............................................................................................................... 2

BACKGROUND: .................................................................................................................................... 2

CURRENT SYSTEM INTERFACES: ..................................................................................................... 3

PURPOSE: ....................................................................................................................................... 3

PROPOSAL CONTENTS: ..................................................................................................................... 4

1. Letter of Transmittal .................................................................................................................... 4

2. Table of Contents ........................................................................................................................ 4

3. Professional Service Agreement ............................................................................................. 4

4. Approach to Scope of Services ............................................................................................... 4

5. Team Experience / Capacity ..................................................................................................... 5

6. References .................................................................................................................................. 5

7. Cost Proposal ............................................................................................................................... 6

8. Document Conversion ................................................................................................................. 6

PRELIMINARY SCHEDULE: ............................................................................................................ 6
GENERAL INFORMATION:

The City of Ferndale is seeking proposals from qualified vendors to provide a software solution and implementation of an Electronic Record Management (ERM) system that will:

1. Comply with industry-recognized standards relating to security techniques and information security management, and provide administrative users with controls to prevent stored records from being overwritten, deleted, or altered, and

2. Provide tools and features to enable workflow efficiencies, improve knowledge and information sharing, improve document findability, decrease the duplication of records, improve public access and minimize costs for carrying out the governance of an effective Records and Information Management (RIM) program.

This RFP seeks to solicit proposals from qualified vendors for a hosted system to provide document management, document workflow, and records management capabilities.

Additionally, the City is interested in proposals for professional services to convert or migrate documents currently stored in the City's shared drives as well as scanning existing paper records to the proposed solution.

Any and all changes in the RFP will be made by written addendum, which shall be issued by the City and posted to the City's website as noted under DEADLINE FOR WRITTEN QUESTIONS, it is the responsibility of vendors to carefully review this RFP and any addenda including checking the City website regularly.

The bidder, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding an aspect of this RFP. Although, it is the City's intent to choose only a small number of most qualified consulting teams to interview with the City, the City reserves the right to choose any number of qualified finalists.

BACKGROUND:

The City of Ferndale is an active community of 20,000 located in southeast Oakland County, Michigan, just north of Detroit. The city has a total area of 3.88 square miles. Known for its mix of small-town neighborhoods and vibrant downtown district, residents and visitors choose Ferndale for its unique shopping and dining, innovative art scene, peaceful parks, and safe homes and streets. Ferndale is a community in the truest sense of the word—a place where neighbors, artists, entrepreneurs, foodies, friends, and families come together to live, work, and play.

The City of Ferndale's Strategic Plan identifies outcomes that help us set budget priorities and guide our high expectations for quality service delivery.
The City of Ferndale’s [FYE 2019-20 operating budget](#) is $23 million.

**CURRENT SYSTEM INTERFACES:**

<table>
<thead>
<tr>
<th>System</th>
<th>Version</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agenda &amp; Council Meeting Management</td>
<td>Granicus</td>
<td>Manages meeting agendas &amp; minutes</td>
</tr>
<tr>
<td>GIS</td>
<td>ArcGIS Online – online service updated by Esri</td>
<td>Geographic Information System</td>
</tr>
<tr>
<td></td>
<td>Arc Map 10.6 (GIS Desktop)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Arc Pro 2.4 – updated frequently by Esri</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ArcCatalog 10.6</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ArcGlobe 10.6</td>
<td></td>
</tr>
<tr>
<td></td>
<td>ArcScene 10.6</td>
<td></td>
</tr>
<tr>
<td>Financial &amp; Budgeting</td>
<td>BS&amp;A</td>
<td>General Ledger &amp; cashiering</td>
</tr>
<tr>
<td>Licensing &amp; Regulatory</td>
<td>BS&amp;A, Seamless Docs</td>
<td>Business licensing</td>
</tr>
<tr>
<td>Permitting &amp; Land Management</td>
<td>BS&amp;A</td>
<td>Rental housing &amp; building</td>
</tr>
<tr>
<td>Citizen Self Service E-Portal</td>
<td>SeeClickFix, Seamless Docs, Envisio</td>
<td>Online dashboard, service requests &amp; FOIA submissions</td>
</tr>
<tr>
<td>Infrastructure Asset Management System</td>
<td>(new software yet to be implemented)</td>
<td>Public Works maintenance</td>
</tr>
<tr>
<td>Email</td>
<td>Microsoft Outlook 2016</td>
<td>City email service</td>
</tr>
</tbody>
</table>

**PURPOSE:**

The objectives of this project are:

- To implement an Online Records Management System
- To enable the migration of documents from shared drives to the new system
- To enable workflow capabilities
- To provide robust search capabilities
- To position the City for future integrations between the Online Records Management System and other enterprise applications (e.g., Finance, Land Management)
- To enable the automation of records management rules and requirements
- To provide scanning services for legacy documents
PROPOSAL CONTENTS:

Vendor proposal must include the following and follow directions outlined in each section below:

1. Letter of Transmittal
Describe your firm or team’s interest in and commitment to providing vendor services for the City of Ferndale.
   a. This Letter of Transmittal must state that the proposal is valid for at least a 120-day period.
   b. An officer of the vendor who is authorized to contractually bind the firm and to negotiate a contract with the City shall sign the letter. Provide name, title, address, email, and telephone number of this officer.
   c. Provide name, title, address, mail, and telephone number of key contact for the City during the RFP and award process.

2. Table of Contents

Each proposal shall include an index to the major topics contained in the proposal and all pages shall be numbered.

3. Professional Services Agreement

The vendor shall provide a professional services agreement which shall be reviewed and may be amended by the City.

4. Approach to Scope of Services
      i. Discuss your firm’s understanding of the Scope of Services to be performed.
      ii. Describe the method for management of overall project costs, schedule, quality assurance/quality control, responsiveness to City requests and inquiries, and other issues critical to this project. Specifically address your firm’s approach to resolving unanticipated issues efficiently and effectively while maintaining project budget and schedule. In addition, explain your team’s ability to adapt to changes in environment and/or existing conditions throughout the process that may affect the program outcome and schedule.
      iii. Describe the needs from City staff. For example, what City staff expertise is needed and how much time to you anticipate.
      iv. Identify any “value-added” services that your firm may provide.

v. Identify location where most work activity is anticipated to take place.

b. Schedule: Outline a proposed project schedule starting from a kickoff meeting to development of draft documents and final report. Include any significant milestone and resource needs such as staff, meeting space, reports, etc. from the City.

5. Team Experience / Capacity

Provide the information listed below, especially highlighting successful projects with cities or clients with similar demographics, quality of work, success in meeting project timelines, project budget, and related criteria.

a. Experience: Describe your experience and capacity to manage projects of size and scope similar to the study in this RFP. Identify any current projects or anticipated projects for other clients that vendor anticipates will run concurrently with work for the City. Identify how vendor will ensure that project staff is available for City meetings when needed.

b. Key Personnel Background: Name, position, summary of qualifications, resumes, related experience and proposed relationships and responsibilities of project manager, key personnel, and subcontractors. Provide proposed organization chart for project team.

c. Sub vendors: Identify any sub vendors that would be used and their specific role. (All sub vendor costs, including any markup, must be included in vendor’s cost proposals.)

d. Provide a listing of similar projects performed within the last five (5) years. Include the following information:

i. Clients name, point of contact, addresses, and telephone numbers

ii. Description of study and year of completion

iii. Key personnel involved

e. Location: Identify the location of the office(s) where work will be performed

6. References

Provide at least three references of Michigan agencies. At least two references must have worked with the proposed project manager and other key staff proposed to be assigned to the City’s project. References should include the following:

a. Name, address, email address and telephone number of the agency

b. Time period for the project
c. Brief description of the scope of the review

d. Recommended procedures

e. Reference contact name, email, and telephone number

7. Cost Proposal
Each Costs Proposal must be provided in a separate attachment marked “Costs / Fees” which shall breakdown all fees associated with the project.

8. Document Conversion
Conversion/migration of electronic files (e.g., documents, images, photos) into the new system will be required. The City will also require assistance from the new solution provider to get select paper records scanned into the new system. Further, the City may request the new system provider to assist with the conversion of historical records from a legacy Information system so that various records are available and fully searchable in the new ORM.

PRELIMINARY SCHEDULE:
The following is a preliminary schedule for the project.
Distribution of RFP October 3, 2019
Deadline to Submit Written Questions October 17, 2019
City responses to Questions and Comments October 21, 2019
Deadline to submit proposals November 15, 2019 at 3:00 PM
Vendor presentations/demo with finalist Week of December 2, 2019
Negotiations with top ranked vendor(s) December 2019
Recommendation presented to the City Council January 2020
Project to commence January/February 2020
Note that this schedule is preliminary. The schedule may be adjusted, as needed, by the City.

Questions can be directed to City Clerk, Marne McGrath, at:
mmcgrath@ferndalemi.gov with the subject line “Question Re: Ferndale RFP”. Questions will be accepted until Thursday, October 17, 2019.

Qualified firms must provide the following information via PDF, emailed to mmcgrath@ferndalemi.gov, no later than Friday, November 15, 2019.

Firms should obtain email confirmation to guarantee receipt of submittal. Hard copies will not be accepted except in extreme circumstances.
SERVICE CONTRACT

This Contract for Services is made effective as of <insert effective date> (“Effective Date”), by and between the City of Ferndale, Michigan (“City”), and Jobes Technology Solutions, LLC of 1016 N Saginaw Street, Suite C, Holly, Michigan 48442 (“Jobes Tech).

1. DESCRIPTION OF SERVICES. Beginning on the Effective Date, Jobes Technology Solutions will provide the City with the following services (collectively, the "Services"):

Using advanced smart technology, Jobes Tech to capture data for an Online Records Management system as requested in the RFP of October 2019. Jobes Tech to meet the objectives of the project as detailed in the RFP through the processes offered in Jobes Tech’s proposal submission. Any additional services and or changes to the RFP services to be addressed in an addendum to this document upon mutual agreement of the involved parties. See SOW for further details on Services (Exhibit A).

Jobes Tech expressly warrants that the method or medium to reproduce the records is configurable by the City to enable full compliance with a standard, issue, directive or rule that has been adopted by the Michigan Department of Technology, Management, and Budget.

2. PAYMENT. The City agrees to pay Jobes Tech in the amounts mutually agreed upon by this MSA. The final payment amount is subject to change based upon the number of users the City requests accessing the information along with the permission level determined by the City. All invoices are billed to the City with payment due Net 15.

The City agrees that all third-party vendor products or services including but not limited to hardware, software, and other services, are to be obtained through Jobes Tech for this project. In addition, the City agrees to pay in full all third-party products or services prior to Jobes Tech submitting the request to the third-party vendor or integrating into the project’s SOW.

Up-front payment is required upon execution of contract for the following items:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount Billed</th>
<th>Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hosting</td>
<td>$10,694</td>
<td>March and April (Any hosting in Feb is covered by Jobes Tech)</td>
</tr>
<tr>
<td>Software</td>
<td>$35,750</td>
<td>100% of total cost</td>
</tr>
<tr>
<td>Professional Services</td>
<td>$17,457</td>
<td>30% of total cost</td>
</tr>
<tr>
<td><strong>Total due upon execution</strong></td>
<td><strong>$63,901</strong></td>
<td></td>
</tr>
</tbody>
</table>

The remainder of Professional Services are billed as project progresses. Total project cost is detailed in Project Cost (page 14).
3. **TERM.** This agreement is in effect for one (1) year from the initial date and renewable thereafter for one (1) year periods in perpetuity. City may terminate the Service Contract at the end of the then current term with 30 days written notice to Jobes Tech. License agreements for the specified number of users selected by the City with Compulink Management Center, Inc. dba Laserfiche shall be in the name of the City and shall be portable by and to the City in the event that the contract with Jobes Tech ends or is terminated.

4. **CONFIDENTIALITY.** Jobes Tech, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Jobes Tech, or divulge, disclose, or communicate in any manner, any information that is proprietary to the City. Jobes Tech and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by the City of these confidentiality obligations which allows Jobes Tech to disclose the City’s confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

5. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

   a. The insolvency or bankruptcy of either party.
   b. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
   c. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

6. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

7. **FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include,
without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

8. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

9. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

10. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

11. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

12. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Michigan, Oakland County.

13. NOTICE. The parties shall deliver any notice required by this contract by personal delivery; certified U.S. Mail return receipt; or established, reputable expedited delivery carrier providing proof of delivery service; and will be deemed given upon confirmed delivery to the party to whom it is intended at its recorded address. Either party may change its record address by giving written notice of such change to the other party.
The record addresses of the parties are:

City Jobes Tech
City of Ferndale, MI Jobes Technology Solutions, LLC
14. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

15. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

16. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

17. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

18. MUTUAL INDEMNIFICATION. Jobes Tech hereby agrees to indemnify and hold the other Party, its Affiliates, its licensees, its licensors, and its and their officers, directors, employees, consultants, contractors, sublicensees and agents (and, in case of such licensors, their trustees, faculty, medical and professional staff and students) (collectively, “Representatives”) harmless from and against any and all damages or other amounts payable to a Third Party claimant, as well as any reasonable attorneys’ fees and costs of litigation (collectively, “Damages”) arising out of or resulting from any claim, suit, proceeding or cause of action (each, a “Claim”) brought by a Third Party against a Party or its Representatives based on: (a) breach of any representation or warranty by the Indemnifying Party contained in this Agreement, (b) breach of any applicable Law by such Indemnifying Party, or (c) gross negligence or willful misconduct by such Indemnifying Party, its Affiliates, or their respective employees, contractors or agents.
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date first above written.

CITY:
The City of Ferndale, Michigan

By: ________________________________________
   <TBD>
Date: ________________________________

JOBES TECH:
Jobes Technology Solutions, LLC

By: ________________________________________
    William M. Jobes, CEO
Date: ________________________________
EXHIBIT A: STATEMENT OF WORK

This Statement of Work (SOW) defines the professional services ("Services") that Jobes Technology Solutions ("Jobes Tech") will provide for the City of Ferndale ("City") Laserfiche Implementation project. This SOW is subject to, and will be governed by, the terms and conditions of the Professional Services Agreement between Jobes Tech and City.

Please note that all City responsibilities and project assumptions contained in the SOW will apply to any SOW addendum(s) and change order(s).

Project Scope and Objectives
City seeks to implement an Online Records Management System to enable migration of documents from shared drives to the new system, enable workflow capabilities, provide robust search capabilities, positions the City for future integrations between Online Record Management system and other enterprise applications, and enable automation of records management rules and requirements. The following project Tasks are included in the Services:

<table>
<thead>
<tr>
<th>SOW Tasks</th>
<th>Major Activities Included</th>
</tr>
</thead>
</table>
| 1. Infrastructure Setup and Installation      | 1. Configure Amazon VPC  
                                             | 1.2 Set Security  
                                             | 1.3 Configure S3 storage  
                                             | 1.4 Configure DNS  
                                             | 1.5 Install and configure the following Laserfiche applications in City development and production environments:  
                                             | 1.5.1 Laserfiche Directory Server  
                                             | 1.5.2 Laserfiche Rio  
                                             | 1.5.3 Laserfiche Server  
                                             | 1.5.4 Laserfiche Workflow  
                                             | 1.5.5 Laserfiche Forms  
                                             | 1.5.6 Laserfiche Web Access  
                                             | 1.5.7 Laserfiche Audit Trail  
                                             | 1.5.8 Laserfiche Public Portal  |
| 2. Laserfiche Platform Configurations and Setup | 2.1 Configure the Laserfiche Platform to support the City Solution:  
                                             | 2.1.1 Setup users/groups with security  
                                             | 2.1.2 Create Laserfiche Repository and folder structure  
                                             | 2.1.3 Configure Laserfiche Public Portal  
                                             | 2.1.4 Configure Laserfiche Audit Trail  |
| 3. iCompass/Granicus and BS&A Integration      | 3.1 Develop migration methodology to migrate files from iCompass/Granicus and BS&A to Laserfiche  
                                             | 3.2 Develop utilities required to process iCompass/Granicus and BS&A files and metadata (if available) into a Laserfiche repository:  
                                             | 3.2.1 Process will allow for the bulk of the files to be migrated before a switch over to Laserfiche  
                                             | 3.2.2 Process will then allow for delta migration of files to process files that are added after the migration begins  
                                             | 3.2.3 Final results will be reconciled between both systems to check that files were captured correctly  |
### 4. SharePoint/Legacy Digital File Storage Migration

| 4.1 | Develop migration methodology to migrate documents from SharePoint/shared drives to Laserfiche. |
| 4.2 | Develop utilities required to process SharePoint/shared drives images and metadata (if available) into a Laserfiche repository. |
| 4.2.1 | Process will allow for the bulk of the documents to be migrated before a switch over to Laserfiche |
| 4.2.2 | Process will then allow for delta migration of documents to process documents that are added after the migration begins. |
| 4.2.3 | Final results will be reconciled between both systems to check that documents were captured correctly. |

### 5. Workflow Configuration

| 5.1 | Create Laserfiche Workflows: |
| 5.1.1 | Auto-indexing workflow for document import |
| 5.1.2 | FOIAA Workflow for ingesting and processing |
| 5.1.3 | FOIAA requests, automatically applying metadata when possible, routing for approval, and filing documents based on records retention rules. |

### 6. Training and Transition to City Support

| 5.2 | Jobes Tech will train City using a Train the Trainer method: |
| 5.2.1 | Train City Admin on the Laserfiche Platform |
| 5.2.2 | Train City Trainers on navigating Laserfiche environment |
| 5.2.3 | Develop High Level Training Outline for City |
| 5.3 | Jobes Tech will turn over installation, Laserfiche Administration, Laserfiche Workflow, and User Administration. |

*Note: Order of SOW Task completion subject to change based on project timeline.*

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### Project Approach: Major Activities and Tasks

To complete this project, Jobes Tech will employ a five-phase implementation approach, as shown in the diagram below. Each phase includes ongoing project governance, project management, and weekly status reporting. As part of project governance activities, City acceptance of deliverables for each phase is required prior to starting the next phase.

<table>
<thead>
<tr>
<th>Ongoing Project Governance, Management and Status Reporting</th>
</tr>
</thead>
</table>

The remainder of this document includes the major activities and deliverables for each phase.

**Phase 1. Requirements/Design**
Major Activities
This phase consists of the establishment of project practices and templates, as well as the creation, review, and approval of a Requirements and Design document. Specific major activities/tasks for this phase include:

1. Conduct a project kick-off meeting with City and key personnel.
2. Develop a project plan for the engagement.
3. Conduct three to five workshops and interviews over a one-week period with the project executive sponsor, IT administrators, and subject matter experts (e.g., System Administrators) to confirm requirements.
4. Draft a Requirements and Design document by using information gathered in the workshops and interviews. The document will include:
   - A plan to install Laserfiche and the following software components in the AWS Environment:
     - Laserfiche Repository/Server
     - Laserfiche Workflow
     - Laserfiche Forms
     - Laserfiche Audit Trail
     - Laserfiche Connector
     - Laserfiche WebLink
   - A Laserfiche repository file plan that includes:
     - Universal folder structure for the following departments:
       - City Clerk
       - Finance
       - Human Resources
       - Community and Economic Development
       - City Manager
       - DPW
     - Six metadata templates (One per department)
     - High-level security for up to 10 user groups
5. Review the Requirements and Design document and make one round of updates based on City feedback. Note: additional iterations may be made but may affect timeline and budget.

Major Deliverables
Deliverables for Requirements/Design will include:
- **Requirements and Design Document**: A high-level requirements and design document on the installation and configuration of the system.
• **Project Plan**: A high-level project plan that contains tasks, as well as the estimated hours and duration for each task.

• **Status Report Template**: A template that summarizes completed activities for the period; planned activities; project-related issues that could impact scope, budget and timing; and other information. This template captures key decisions with City on scope areas.

Phase 2. Development

**Major Activities**
This phase consists of implementing the solution in accordance with the Requirements and Design document created in Phase 1. Specific major activities/tasks for this phase include:

1. Coordinate with City to obtain VPN access to the network SharePoint, iCompass, and BS&A are on.
2. Setup Amazon Web Services (AWS) Virtual Private Cloud (VPC)
3. Install and activate licenses for all purchased Laserfiche software required by the project.
4. Develop and configure the solution per the specifications set forth in the Requirements and Design document.
5. Provide periodic solution demonstrations to City to obtain feedback.
6. Develop a Test Plan to conduct testing in the next phase.

**Major Deliverables**
Deliverables for Development will include:

- **Deployed System**: Laserfiche system deployed in AWS VPC environment per the Requirements and Design document and solution demonstrations.
- **Test Plan**: Test scripts to be used by Jobes Tech and City to test system functionality.

Phase 3. Testing

**Major Activities**
This phase consists of a coordinated effort between Jobes Tech and City to test the system. Specific major activities/tasks for this phase include:

1. Test the system using the Test Plan and remediate issues as necessary.
2. Coordinate with City to onboard users.
3. Provide guidance to City personnel who will perform User Acceptance Testing (UAT).
– Address issues identified during UAT that are in scope for the Services.
– New or modified requirements will be addressed in a separate SOW to minimize impacting the project timelines for the Services.

4. Obtain City approval of the system.
5. Prepare for training and go-live.

Major Deliverables
Deliverables for Testing will include:

- **Deployment-Ready Solution**: Laserfiche solution that is tested for functionality by both Jobes Tech and City.

### Phase 4. Deployment

#### Major Activities
This phase consists of deploying the tested system for go-live production and user training. Specific major activities/tasks for this phase include:

1. Provide a train-the-trainer approach for training end-users and administrators on the developed solution.
2. Address issues that occur.
3. Inform City that the system is available for end-users to use the system.

Major Deliverables
Deliverables for Deployment will include:

- **User Training**: A User Training Plan outline that City can use to train end-users and administrators.
- **Deployed System**: A deployed Laserfiche system.
- **System Documentation**: Project documentation on the administrative aspects of the system.

### Phase 5. Transition to Support

#### Major Activities
This phase consists of transitioning the system to City system administrators and providing knowledge transfer. Specific major activities/tasks for this phase include:

1. Perform post-deployment support activities.
   - Provide guidance to City on monitoring and documenting issues that may arise.
   - Coordinate with City administrators for up to five business days to help diagnose and resolve identified issues.
2. Transfer day-to-day system maintenance to City.

3. Walk City through the System documentation created in the Deployment Phase.

4. Introduce Jobes Tech Support services to City’s post-project support team via an email.

**Major Deliverables**

Deliverables for Transition to Support will include:

- **Closeout Notification:** An email that contains a high-level summary deliverables provided by Jobes Tech to City, to be acknowledged by City indicating final acceptance of the system.

[The remainder of this page intentionally left blank]
## Project Timeline

<table>
<thead>
<tr>
<th>Task</th>
<th>Detail</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Planning</td>
<td>Project Kick-off, Confirm Schedule, and Milestones</td>
<td>Feb 17 - March 6</td>
</tr>
<tr>
<td>Infrastructure Setup and Installation</td>
<td>Configure infrastructure to support and install Laserfiche</td>
<td>March 9 - March 27</td>
</tr>
<tr>
<td>Laserfiche Platform Configurations and Setup</td>
<td>&quot;Configure the Laserfiche Platform to support the City Solution&quot;</td>
<td>March 30 - April 17</td>
</tr>
<tr>
<td>Workflow Configuration (2)</td>
<td>&quot;Auto-indexing workflow for document import FOIAA Workflow for ingesting and processing FOIAA requests&quot;</td>
<td>April 20 - May 8</td>
</tr>
<tr>
<td>iCompass/Granicus Migration</td>
<td>Migrate files from iCompass/Granicus to Laserfiche</td>
<td>May 11 - June 12</td>
</tr>
<tr>
<td>Admin Training on Public Portal and FOIA Workflow (Train the Trainer for Admins)</td>
<td>Train City Admin on the Public Portal and FOIA Workflow</td>
<td>June 12</td>
</tr>
<tr>
<td>Public Portal &amp; FOIA Workflow Live - June 12 or When Testing Sign-off Received from the City</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Integration with BS&amp;A</td>
<td>Migrate files from BS&amp;A to Laserfiche</td>
<td>May 25 - June 26</td>
</tr>
<tr>
<td>SharePoint/Legacy Digital File Storage Migration</td>
<td>Migrate documents from SharePoint/shared drives to Laserfiche</td>
<td>June 15 - July 17</td>
</tr>
<tr>
<td>Laserfiche System Testing &amp; Training (Trainer for Admins)</td>
<td>Train City Admin on the Laserfiche Platform</td>
<td>July 17</td>
</tr>
<tr>
<td>Remainder of Laserfiche System Live (excluding department specific functionality) - July 17 or When Testing Sign-off Received from the City</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Department On-boarding (Repeatable for each City Department in scope starting July 17)</td>
<td>I. Requirements Design</td>
<td>TBD</td>
</tr>
<tr>
<td></td>
<td>II. Development</td>
<td>TBD</td>
</tr>
<tr>
<td></td>
<td>III. Testing</td>
<td>TBD</td>
</tr>
<tr>
<td></td>
<td>IV. Deployment &amp; Training</td>
<td>TBD</td>
</tr>
<tr>
<td></td>
<td>V. Transition to Support</td>
<td>TBD</td>
</tr>
<tr>
<td>Project Closeout</td>
<td>Completion of Project</td>
<td>TBD</td>
</tr>
<tr>
<td>Ongoing Activities</td>
<td>&quot;Project Management Tasks Infrastructure and Architecture Tasks Database Support Tasks &quot;</td>
<td>Project Duration</td>
</tr>
</tbody>
</table>

Project Duration: 206
NOTE: Timeline estimates are subject to change based upon additional information and/or City requests during discovery and implementation. Any changes of a significant nature to be pre-approved by the City.

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### Project Cost

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Unit/Hours</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Software Licensing</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laserfiche Annual Subscription Full User</td>
<td>$540</td>
<td>35</td>
<td>$18,900</td>
</tr>
<tr>
<td>Laserfiche Public Portal - 25 Concurrent Connections</td>
<td>$12,130</td>
<td>1</td>
<td>$12,130</td>
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<tr>
<td>Laserfiche SDK</td>
<td>$1,220</td>
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<td>$1,220</td>
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<tr>
<td>BS&amp;A Integration License</td>
<td>$3,500</td>
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<td>$3,500</td>
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<tr>
<td><strong>Software Total</strong></td>
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<td>$35,750</td>
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<tr>
<td><strong>Hosting</strong></td>
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<tr>
<td>Annual Hosting, 3 Environments, 2TB Storage (Average $5,347/m, see Appendix A for detail)</td>
<td>NTE $64,164</td>
<td>1</td>
<td>NTE $64,164</td>
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<tr>
<td><strong>Hosting Total</strong></td>
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<td>$64,164</td>
</tr>
<tr>
<td><strong>Professional Services</strong></td>
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<td></td>
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<tr>
<td>Laserfiche Install</td>
<td>$115</td>
<td>16</td>
<td>$1,840</td>
</tr>
<tr>
<td>WebLink (Public Portal) Install</td>
<td>$115</td>
<td>32</td>
<td>$3,680</td>
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<tr>
<td>File Structure</td>
<td>$115</td>
<td>96</td>
<td>$11,040</td>
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<tr>
<td>Integration with iCompass/Granicus</td>
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<td>172</td>
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<tr>
<td>Integration with BS&amp;A</td>
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<td>$12,420</td>
</tr>
<tr>
<td>Training</td>
<td>$115</td>
<td>16</td>
<td>$1,840</td>
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<tr>
<td>Project Management</td>
<td>$115</td>
<td>66</td>
<td>$7,590</td>
</tr>
<tr>
<td><strong>Professional Services Total</strong></td>
<td></td>
<td>506</td>
<td>$58,190</td>
</tr>
<tr>
<td><strong>Project Total</strong></td>
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<td></td>
<td>$158,104</td>
</tr>
<tr>
<td><strong>Year 2+ Subscription &amp; Hosting, and Support</strong></td>
<td></td>
<td></td>
<td>$99,914</td>
</tr>
<tr>
<td>Post-implementation support of up to 15 hours/month included, then billed at $115/hr.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
NOTE: Cost factors previously unknown at the time of the RFP response have caused a change to the total cost. This is primarily due to:

1. Requested number of servers were decided on DEV, QA and Production.
2. Storage Requirements were sufficiently defined.
3. Type of data and security needed adapted in the Virtual Private Cloud.

Jobes Tech will work with the City of Ferndale on lessening server requirements and potential storage needs. The hosting cost is an estimate: We will work with the City to define downtimes and if we can purchase a commitment that could lead to a lower cost of hosting for the City.

City Responsibilities

The following are City responsibilities for the Services.

1. City will make available, and provide access to (e.g., within two to three business days), necessary personnel to ensure project success. This includes:
   a. A designated project manager to help schedule meetings, facilitate project governance, coordinate document requests, and other tasks.
   b. IT personnel such as system administrators, database administrators, or help desk.
   c. Subject matter specialists (e.g., Granicus and SharePoint System Administrators, Network Administrators with rights to shared drives) to provide information on the systems and desired future state file structure.
   d. Personnel to execute the test scripts and document results for User Acceptance Testing (“UAT”). Personnel will be made available per the project schedule and plan. Any delays in UAT may involve additional hours or fees.

2. City will provide any necessary technical resources and support. This includes:
   a. Providing timely access and user credentials to City network, applications, database, and related resources, including remote access.
   b. Configuring security policies as required for the implementation.
   c. Performing and testing backups of the Laserfiche configuration, database and other systems as needed.
   d. Completing any testing (e.g., system, integration, user acceptance testing) as needed.
   e. Providing requested documentation and acceptance of key deliverables within two to three business days. If City does not respond in writing to Jobes Tech request for acceptance within five business days of Jobes Tech’s request, or City does not reasonably refuse such approval within the five-day period, City will be deemed to have accepted.
   f. Providing tier 1/helpdesk support for system post-implementation

3. City will be responsible for licensing all software necessary for completing the Services.

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Key Assumptions
The following are key assumptions for the Services.

1. The scope of the engagement will include the Services described in this SOW. Any additional scope requests will be provided in a separate SOW or change order.
   a. Any onsite work will be performed as needed at City’s offices in Ferndale, MI.
   b. Other than basic installation activities and configuring a FOIA workflow, other custom Laserfiche software components are not in scope.
   c. Integrations with third party applications, data migration/conversion and Laserfiche installations on more than one production instance are out of scope.
   d. All physical content pending scanning is considered out of scope.
   e. Any security currently applied to SharePoint documents/network drive documents will need to be documented and applied to Laserfiche.
   f. Jobes Tech will make a determination on the best way to OCR imported documents from Granicus/iCompass/SharePoint/shared drives during development of the migration utility.
   g. Grancis/iCompass documents are not stored in a proprietary format and are easily ingestible (PDF or similar).
   h. Granicus will be considered the source of truth of documents, with documents accessible in Laserfiche.
   i. Jobes Tech engineers will make the determination on when to convert PDF files to TIFF as required of certain projects. PDF to TIFF conversion make take place as part of the migration or it may take place after the migration process.
   j. Data in Granicus/iCompass/SharePoint/shared drives will be migrated in its current form. Any corrections should be made in advance of the actual migration.
   k. Images and electronic documents (Word, PDF, etc.) stored in the legacy systems are stored in a non-proprietary format. Non-proprietary refers to the ability to open documents and read their contents without any additional programming.
   l. Images and electronic documents are stored on standard disk read/write disk media and not on read-only media (e.g., magneto-optical, WORM, CD, DVD, etc.). If images are stored on slower media, vendor timelines for the migration may change potentially adding to the overall cost of the project.
   m. There is only one version of Granicus, iCompass, SharePoint, and shared drives currently in use at City.

2. On-boarding City departments is not included in the SOW, and will be handled in a systematic phased approach upon the successful completion of previous efforts.

3. Any delays and additional hours incurred because of City’s failure to fulfill its responsibilities will be billed to City.

4. All Laserfiche Software Products and Support are sold subject to the terms and conditions of Laserfiche's Software License Agreement, which accompanies the software.

[The remainder of this page intentionally left blank]
Jobes Tech will utilize three hosted environments (DEV, QA, PROD) for this project. QA and PROD are active during the development phase, when work is ready to be promoted. Post development and User Acceptance Testing (UAT), the QA and DEV environments will be no longer be in use.

The City’s hosting is billed based on total storage required. Jobes Tech anticipates up to 2 TB of storage to be required based on the City’s current need. The total monthly server cost is reflected as a “Not to Exceed” amount. Any amount over this would require prior approval from the City.

<table>
<thead>
<tr>
<th>Description</th>
<th>Storage</th>
<th>Monthly NTE Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 TB</td>
<td>500 GB</td>
<td>$4993.00</td>
</tr>
<tr>
<td>1 TB</td>
<td>1 TB</td>
<td>$5111.00</td>
</tr>
<tr>
<td>500 GB</td>
<td>2 TB</td>
<td>$5347.00</td>
</tr>
</tbody>
</table>

The hosting cost is all inclusive and includes server related support and maintenance (server patching, security and encryption, weekly snapshots). Any fluctuation in hosting cost is solely dependent on storage utilization.

[The remainder of this page intentionally left blank]
EXHIBIT B: SERVICE LEVEL AGREEMENT

Jobes Technology Solutions (“Company”) as an organization will provide support for the Laserfiche Solution. Support shall include (i) assist in diagnosis of problems, after the Customer has attempted to resolve. (ii) a resolution of the problem or performance deficiencies of the Software. The Company will provide telephone software support on a business day basis. Business day is defined as 8:00 am through 5:00 pm eastern time. The Company will use its best efforts to cure, as described below, reported and reproducible errors in the Software. The Company uses the following four (4) levels of support.

SEVERITY 1 CRITICAL BUSINESS IMPACT

The impact of the reported deficiency is such that the Customer is unable to either use the Software or reasonably continue work using the Software. The Company will commence work on resolving the deficiency within four (4) hours of notification and will engage staff during business hours until an acceptable resolution is achieved.

SEVERITY 2 SIGNIFICANT BUSINESS IMPACT

Important features of the Software are not working properly and there are no acceptable, alternative solutions. While other areas of the Software are not impacted, the reported deficiency has created a significant, negative impact on the Customer's productivity or service level. The Company will commence work on resolving the deficiency within eight (8) hours of notification and will engage staff during business hours until an acceptable resolution is achieved.

SEVERITY 3 SOME BUSINESS IMPACT

Important features of the Software are unavailable, but an alternative solution is available or non-essential features of the Software are unavailable with no alternative solution. The Customer impact, regardless of product usage, is minimal loss of operational functionality or implementation resources. The Company will commence work on resolving the deficiency within three (3) business days of notification and will engage staff during business hours until an acceptable resolution is achieved.

SEVERITY 4 MINIMAL BUSINESS IMPACT

Customer submits a Software information request, software enhancement or documentation clarification which has no operational impact. The implementation or use of the Software by the Customer is continuing and there is no negative impact on productivity. The Company will provide an initial response regarding the request within one (1) business week. On behalf of the Customer, the Company will submit requests to Laserfiche’s Development team and return the feedback.

[The remainder of this page intentionally left blank]
CITY OF FERNDALE  
REQUEST FOR COUNCIL ACTION  

FROM: Dan Antosik  

SUBJECT: Consideration of the Bid Award for the W. Troy Water Main Replacement to D'Angelo Brothers Inc.  

INTRODUCTION  
The Department of Public Works invited six contractors to bid on the W. Troy water main replacement. We invited reputable contractors who we have worked with in the past or came highly recommended.  

SUMMARY & BACKGROUND  
The Department of Public Works (DPW) received three bids from the following contractors:  

D'Angelo Brothers, Inc. - $163,176.00  
Superior Excavating, Inc. - $209,512.00  
DiPonio Contracting, Inc. - $209,895.00  

The DPW recommends awarding the contract to the low bidder, D'Angelo Brothers, Inc. for a per unit cost amount of $163,176. The City has worked with D'Angelo Brothers, Inc. and their company provided a high quality of work while remaining on schedule. This scope of work will be integrated into the reconstruction of W. Troy Street as part of The dot project.  

BUDGETARY CONTEXT  
This project was budgeted in Water/Sewer Fund, Capital Outlay, Account Number 592-000-977.  

CIP#  
N/A  

ATTACHMENTS  
2020 01 31 West Troy WM Replacement Bid Recommendation with Enclosure.pdf  

STRATEGIC PLANNING CONTEXT  
Supported Infrastructure  

RECOMMENDED ACTION  
Approve the bid award for the W. Troy Water Main Replacement to D'Angelo Brothers Inc., for the low bid per unit cost amount of $163,176, to be charged to Water/Sewer Fund, Capital Outlay, Account Number 592-000-977, and approval for the DPW Director to sign contract documents following the approval of the City Attorney.
January 31, 2020

BID RECOMMENDATION

Carlos Kennedy, DPW Director
City of Ferndale
521 E. Cambourne Street
Ferndale, MI 48220

RE: City of Ferndale
2020 West Troy Water Main Replacement
Contract WM-2020-1

Dear Mr. Kennedy:

Bids for the 2020 West Troy Water Main Replacement project were received at 2:00 p.m. on January 30th, 2020 and were opened publicly and read aloud.

Due to the nature, sensitivity, and timing of this project with respect to the Development on Troy (D.O.T), invitations to bid were sent to six highly qualified underground contractors who have previously performed work for the City of Ferndale or were highly recommended.

A total of three (3) bids were received ranging from $163,176 to $209,895. The low bid was submitted by D'Angelo Brothers, Inc., 21213 Equestrian Trail, Northville, MI 48167. The second low bid was submitted by Superior Excavating, Inc. at $209,512.

D'Angelo Brothers have been in business since 1955 and have previously contracted with the City of Ferndale in 2018 for the lead and copper service lead replacement project on Pilgrim. We have also contacted several references who had positive comments regarding their work.

As part of this project, Colasanti Constructions Services will be crediting $17,000 to the D.O.T. project for water main work being performed under this contract. The total estimated cost to the City of Ferndale is therefore $146,176.

On the basis of positive references and the submittal of the low bid, we recommend that the contract be awarded to D'Angelo Brothers, Inc. at the contract amount of $163,176.

Final payment will be based on final field measurements at the unit prices quoted.

Due to the timing of this work, we strongly recommend that the recommendation to Council allow for City staff to sign the contract following the City Attorneys review and approval.
Please feel free to contact me if you any questions or need additional information.

Respectfully,

Giffels Webster

Scott A. Ringler, P.E.
Partner

Enclosure: Bid Tabulation
### A. Water Main Construction

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Mobilization, Max 5%</td>
<td>1.00</td>
<td>LS</td>
<td>$6,000.00</td>
<td>$6,000.00</td>
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<td>2</td>
<td>Water Main, DI, CL 54,12 inch</td>
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<td>Ft</td>
<td>$100.00</td>
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<td>Water Main, DI, CL 54, 8 inch</td>
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<td>Ft</td>
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<tr>
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<td>64.00</td>
<td>Ft</td>
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<td>$8,000.00</td>
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<tr>
<td>5</td>
<td>12&quot; x 12&quot; TSGV&amp;W</td>
<td>1.00</td>
<td>Ea</td>
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<tr>
<td>6</td>
<td>12&quot; GV&amp;W</td>
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<td>Ea</td>
<td>$6,500.00</td>
<td>$6,500.00</td>
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<tr>
<td>7</td>
<td>8&quot; GV&amp;B</td>
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<td>$3,000.00</td>
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<tr>
<td>8</td>
<td>6&quot; GV&amp;B</td>
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<td>$11,000.00</td>
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<td>9</td>
<td>Fire Hydrant, Complete</td>
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<td>$3,000.00</td>
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<tr>
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<td>$1,000.00</td>
<td>$1,000.00</td>
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**Total Water Main Construction:** $132,250.00

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**Bid Review Performed by:** S. Ringler on 01/30/2020
FROM: Joseph Gacioch

SUBJECT: Consideration of Adenda to the AIA Agreement with Colasanti Construction

INTRODUCTION
Colasanti and City's design team, WGI, and Fusco, Schaffer & Pappas, have recently advised the City that a substantial portion of the fourth-floor design of the Development on Troy, or The dot, had not been priced, as it was an alternate bid request when there was not certainty whether the project would expand beyond the parking facility. This portion of the fourth-floor design is critical to supporting the W. Troy facade and essentially serves as the foundation for the future office space. This has resulted in previously unknown costs for the City as well as the developer, Versa Wanda LLC.

SUMMARY & BACKGROUND
Colasanti and City's design team, WGI, and Fusco, Schaffer & Pappas, have recently advised the City that a substantial portion of the fourth-floor design for the Development on Troy, or The dot, had not been priced, as it was an alternate bid request when there was not certainty whether the project would expand beyond the parking facility. This portion of the fourth-floor design is critical to supporting the W. Troy facade and essentially serves as the foundation for the future office space. This has resulted in previously unknown costs for the City as well as the developer, Versa Wanda LLC.

Multiple options were vetted and we believe that the best solution to deliver on the vision of the project would be for the developer (Versa Wanda) to accept an amended bid package from Colasanti that includes the missing portion of the fourth floor. Costs would be distributed to each party: City and developer. City costs will cover the portion of the project that supports the facade, while the developer's costs will consider the floor and foundation. This amount is included/reflected in the change order package. If this option is approved by the parties, construction of the office structure will continue towards completion this summer and tenant recruitment will continue as planned. Versa Wanda has reported substantial interest in the space from prospective office tenants.

The construction crane is currently scheduled to be demobilized on February 12. Approval of the attached change order will enable the crane to remain and construction crews to continue working toward completing the office and the parking facility. It is expected there may be additional office-related change orders requested prior to the completion of the project. The attached log of change directives describes the adjustments associated with the scope of work that deal with the parking deck, new sanitation enclosure, water system, and reimbursable expenses by the developer, Versa Wanda LLC. City Council approved of a development agreement (attached) on July 8, 2019. The agreement (attached) enumerates terms and conditions for reimbursement for developer-related project costs. All expenses reimbursable by the developer will be transferred back into the Auto Parking Fund.

From the beginning, the City Manager's Office contemplated that the success of this project would rely on the use of cash reserves that has been accrued for the Parking Fund. The Auto Parking Fund's balance was about
$1.2 million as noted in the 2019 year-end financial audit. The entirety of those cash reserves will be applied toward changes in the project. As the project is completed over the next few months, if final project costs exceed available Parking Fund reserves, Council can consider approval of an inter-fund loan between the General Fund and the Parking Fund. The loan would be treated as an investment in a city project. Terms would include a short-term payback period and interest rate. To be prudent, capital projects previously planned/budgeted from the Parking Fund will be deferred as necessary. The use of fund balance for the change order will not impact the City's annual debt service payments.

**BUDGETARY CONTEXT**
Auto Parking Fund
Sanitation Fund
Water Fund
Developer Reimbursement Agreement

**CIP#**

**ATTACHMENTS**
Versa Wanda LLC Signed Development Agreement.pdf
CCD Descriptive Packet.pdf

**STRATEGIC PLANNING CONTEXT**
Economic Prosperity

**RECOMMENDED ACTION**
Approval to authorize the City Manager to execute adenda to the AIA agreement with Colasanti Construction in an amount not to exceed $2,000,000, to be charged to the capital funds as assigned below.
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Development Agreement") is made and entered into as of the 8th day of July, 2019 ("Effective Date"), by and among the City of Ferndale, a Michigan municipal corporation with offices at 300 East Nine Mile Road, Ferndale, Michigan 48220 (the "City"), and Versa Wanda, LLC, a Michigan limited liability company, whose address is 326 East Fourth Street, Suite 200, Royal Oak, MI 48067 (the "Developer").

RECITALS

A. The City currently owns a parcel of property located in the City known as Parcel 24-25-34-128-001 (the "Property").

B. The legal description of the Property is attached as Exhibit A.

C. The City desires to coordinate the development of the Property with the Developer to facilitate the development of (i) affordable housing, (ii) a market for leasable office space and (iii) street level Retail (as defined below) for lease to local small businesses in a manner which does not create disruption through an accelerated escalation of Retail rental rates within the current rental market for Ferndale's retail tenants.

D. On October 23, 2017, the City approved a Planned Unit Development ("PUD"). Special Land Use and Site Plan Approval for the Property, which was prepared by Fusco Schafer & Pappas, Inc., Architects, which identifies the components of the development, and this plan was subsequently updated, with the final update dated May 31, 2018, and the plan, as updated, was approved by the City on June 25, 2018, and a copy is attached hereto as Exhibit B (the "Project Plan").

E. A Brownfield Plan for the Property ("Brownfield Plan") was approved by the City of Ferndale Brownfield Redevelopment Authority ("BRA") on December 6, 2018, and by the Ferndale City Council on January 9, 2019.

F. On January 9, 2019, the Ferndale Downtown Development Authority and the BRA entered into a Reimbursement Agreement ("City Reimbursement Agreement") a copy of
which is attached as Exhibit C, which authorized the BRA to capture certain Tax Incremental Revenues ("TIR") with respect to the Property.

G The Project Plan includes a parking deck and mixed use projects including street level retail, office and residential units.

H To facilitate the construction of the Project, the City intends to establish a site condominium on the Property including four units, each as described in the Project Plan, as follows:

a. the multi-story approximately 400 space parking garage ("Parking Garage");
b. a street level Retail unit including approximately 15,000 square feet ("Retail Unit");
c. a multi-story office building on the fourth and fifth floors including approximately 20,000 square feet ("Office Unit"); and
d. a multi-story residential building comprised of not less than 12 residential apartments ("Residential Unit"; the Retail, Office and Residential Units are sometimes referred to herein as the "Developer Units").

I Upon satisfaction of the conditions set forth herein, and pursuant to the terms and conditions described below, the City expects to convey the Developer Units to the Developer, subject to the agreement by the Developer to construct, lease and operate the Private Project in accordance with the terms of this Development Agreement.

J As an additional incentive to the Developer to undertake the Project, the City intends to enter into a reimbursement agreement with the Developer ("Developer Reimbursement Agreement") pursuant to which the Developer will be reimbursed for certain costs related to the construction of the Private Project from TIR received by the City during the Reimbursement Period (as defined in the City Reimbursement Agreement) subject to the terms of the Developer Reimbursement Agreement.

K The City and Developer wish to establish the terms and conditions pursuant to which the Developer Units will be conveyed to the Developer and the Developer will construct, operate and lease said units.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties contained in this Development Agreement, the receipt, adequacy and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

ARTICLE 2
DEFINITIONS

In addition to the terms defined in other sections of this Development Agreement, the following definitions and covenants shall apply to this Development Agreement:
2.1 "City Council" mean the City of Ferndale, Michigan City Council.

2.2 "City Ordinances" means all ordinances, enactments, rules, regulations and policies of the City, including, but not limited to, zoning and land use ordinances and requirements (specifically including the zoning ordinance for the Project); building codes, ordinances, uses and requirements; safety and health ordinances and requirements; site plan and building plan review and approval guidelines, procedures, requirements and conditions; ordinances, rules and regulations governing utilities, roads, curb cuts, site improvements, sidewalks, lighting and similar improvements; ordinances and rules assessing tap-in fees, connection charges, use fees, and any other fees, charges and expenses; and police, safety and traffic rules and regulations.

2.3 "Closing" means the closing of the transaction conveying the Developer Units to the Developer.

2.4 "Development Agreement" means this Development Agreement by and among the City and Developer.

2.5 "Developer Units" has the definition provided in the Recitals.

2.6 "Effective Date" means the date set forth at the beginning of this Development Agreement.

2.7 "Encumbrance" shall mean any covenant, license, right-of-way, easement, limitation, condition, reservation, restriction, right or option, mortgage, pledge, lien, construction lien, mechanic’s lien, charge, conditional sale or other title retention agreement or arrangement, encumbrance, lease, sublease, security interest, or trust interest.

2.8 "Improvements" means any improvement(s) which may be constructed from time to time on the Property including but not limited to, roads, driveways and walkways, utilities, storm water systems, buildings, and landscaping and rights-of-way improvements.

2.9 "Laws" means all laws, statutes, orders, ordinances, codes, rules, regulations or standards of any federal, state, city or similar governmental agency or authority having jurisdiction thereof, including, without limitation, building and use codes and requirements, Americans with Disabilities Act, handicap and similar legislation, safety and health laws and requirements, and environmental laws.

2.10 "Party" means the City or Developer, individually. "Parties" means both the City and Developer.

2.11 "Person" means an individual, corporation, partnership (either general or limited), trust, limited liability company, limited liability partnership, entity or other form of organization, or one or more of them, as the context may require.

2.12 The term "Private Project" is used herein to refer to the improvements to be constructed by the Developer within the Retail, Office and Residential Units and the Required Infrastructure. Any reference to plans for, and construction of, the Retail, Office and/or Residential Units shall be a reference to construction of the Private Project within those units.
2.13 "Retail" means

(i) traditional retail, experiential1 retail, and/or active commerce or

(ii) such other specific activity that can be conducted in full compliance with all
applicable zoning ordinances and other applicable Law without the payment of
additional dollars that has been approved by the City Administrator following the
Developer’s reasonable request.

2.14 "Required Infrastructure" means:

1. All utility runs
2. Costs of design/engineering, acquisition and installation of the following
   items along with any and all utilities and infrastructure supporting or used in
   the operation of such item
   a. Fire Pump
   b. Generator
   c. Elevator (along with the costs of the fit out of the elevator car/cabin,
      exterior lobby, and elevator shaft)

2.15 Residential Construction: Construction of quality residential apartments
constructed in good and workmanlike manner, in full compliance with all applicable building
codes and applicable municipal regulations and policies, where the residents of such
apartments could be eligible for federal assistance in the payment of rent.

2.16 "SBA" means the United States Small Business Administration

2.17 "Small Business Tenant" means
• a business concern or concern primarily engaged in Retail that is eligible for
  assistance from the SBA as a small business (as established within § 121.105 of
  Title 13, Code of Federal Regulations, part 121 "SBA Regulations"), and

• which, when taken together with
  o all other affiliates; and
  o all other franchises of the same business or operations of which the
    potential tenant is a franchise; and
  o all other businesses doing business under the same general trademark or
    name (other than a generic name used by many business for unrelated
    businesses, e.g. "Acme" or other similar names); and

• employs, either directly or indirectly, less than 100 individuals and qualifies as
  "small" at 51% or less of the applicable monetary size standards established as a
  part of the SBA regulations.
Further Qualifications of a Small Business Tenant

- A business concern or concern that operates under a trademark used by more than five other franchises or by five other operating sites shall not qualify as a Small Business Tenant.

- If an entity would qualify as a Small Business Tenant (a "Small Co.") except that the Small Co., is a part of a much larger corporate family of businesses, then so long as the operations of the Small Co., are not similar or duplicative of its parent company(ies) or any of its affiliates, Developer may request that the City Administrator make the determination of whether the Small Co qualifies as a Small Business Tenant without including its affiliates in the calculation of employment and monetary size ("Affiliate Requirement"). Upon such request, the City Administrator may reasonably waive the Affiliate Requirement if it reasonably determines that the entity supports the City’s goals.

2.18 “Term” is defined in Section 10.1 below.

ARTICLE 3
DESCRIPTION OF PROJECT
and
DEVELOPER OBLIGATIONS

3.1 Project Description. The Project involves the development of the Property as described in the Project Plan. The Project shall be constructed in compliance with the approved Project Plan and owned, operated, maintained and used in compliance with this Development Agreement and any and all Laws and City Ordinances. Before Closing, the City will prepare, execute and record a Master Deed, converting the Property into a condominium, with four (4) units, as outlined above. The terms of the Master Deed and other documents relating to the establishment of the condominium shall be subject to approval by the Developer, such approval not to be unreasonably withheld, conditioned or delayed.

3.2 Development and Construction.

(a) Within 10 business days after the Closing, Developer shall provide the City a redacted copy of the following fully executed agreements: (i) an architectural / engineering agreement with Edge Design (which will be working in tandem with Fusco) for design of the Private Project and (ii) a construction management agreement with Colasanti Construction Services, Inc., for the construction of the Private Project.
(b) The City has commenced construction of the Parking Garage and the Parking Garage Infrastructure generally in accordance with plans and specifications prepared by WGI and Fusco, Shaffer and Papas ("Fusco," and the plans, the "Parking Garage Plans"), which have been approved by all parties, and the City shall pay all construction costs relating to the completion thereof. The City expects to complete the Parking Garage and the Parking Garage Infrastructure on or before May 31, 2020.

(c) On or before September 1, 2019, the Developer shall submit to the City plans and specifications for the construction of the Retail Unit and the Office Unit and Required Infrastructure for review and approval by the City.

(d) On or before November 1, 2019, Developer shall commence construction of the (i) Retail Unit, (ii) Office Unit and (iii) all Required Infrastructure related to these units pursuant to plans and specifications which have been reviewed and approved by the City.

(e) On or before August 1, 2020, the Developer shall complete the initial construction of the Office Unit, the Retail Unit and complete construction and installation of all Required Infrastructure for these units. Completion of the initial construction shall mean that the spaces within the Unit have been built out to a warm shell condition and are fully ready to be marketed in a manner comparable to the manner in which spec retail and office space would otherwise be marketed in Oakland County.

(f) On or before December 1, 2020 the Developer shall submit to the City plans and specifications for the construction of the Residential Unit and the Required Infrastructure for this unit for review and approval by the City.

(g) On or before April 1, 2021, the Developer shall commence construction of the Residential Unit and all Required Infrastructure related to this unit pursuant to plans and specifications which have been reviewed and approved by the City.

(h) On or before September 1, 2021 the Developer shall complete the construction of the Residential Unit as evidenced by a certificate of occupancy for each apartment (or temporary certificate of occupancy if applicable) and the Required Infrastructure for this unit.

3.2.1 Plans: The plans and specifications for the Office Unit, the Retail Unit and the Residential Unit shall be in accordance with both the Project Plan and the Brownfield Plan as well as with all City Ordinances and all applicable Laws and any requirements of the City of Ferndale Planning Commission. Developer shall obtain all permits, licenses and approvals required by the Laws and City Ordinances for the construction of the Developer Units.

3.3 Terms for Construction:

(a) Minimum Investment:
(i) With respect to the Office and Retail Units, Developer, on or before September 1, 2020, shall make a minimum capital investment of Nine Million, Four Hundred Thousand Dollars ($9,400,000) in "Eligible Costs" as defined in the Brownfield Plan in connection with the construction of the Private Project.

(ii) With respect to the Residential Units, on or before September 1, 2021, Developer shall make a minimum capital investment in Eligible Costs equal to the Required Residential Unit Investment, where the Required Unit Investment is equal to the product of (a) the number of total square feet constructed within the Residential Units multiplied by the average market rate per square foot cost of Residential Construction within the City of Ferndale.

(b) Standards: Developer shall construct the Developer Units and the related Required Infrastructure in a good and workmanlike manner using new and first-class materials and in accordance with the (i) plans approved and permitted by the City, (ii) all Laws and City Ordinances, (iii) prevailing industry standards and (iv) this Development Agreement. At all times the Developer shall ensure that the Developer Units and Required Infrastructure is kept lien free (provided that Developer may enter into a mortgage or mortgages to finance the cost of the Developer Units). In the event that a lien is filed, Developer shall remove such lien by payment or bonding off within twenty (20) days of the date of Developer’s receipt of the recorded lien.

(c) Insurance: Developer covenants and agrees it shall maintain at its expense insurance coverage under such policies and in such amounts as the City reasonably requires given the work being performed (or following completion of such work, the use of the premises). Developer agrees that it will obtain a similar covenant with respect to the above insurance requirements from any consultant, contractor, subcontractor, or any other party engaged by Developer and the agents and employees of said parties engaged by Developer to undertake any of the activities associated with the performance of the activities contemplated by this Agreement. The insurance policies shall name Developer as the insured and include the City as an additional insured and shall, to the extent obtainable, be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days’ prior notice to the City. As to the additional insureds, the insurance provided shall be primary and non-contributory. Certificates of insurance evidencing such coverage shall be submitted to the City prior to the commencement of a Project. If Developer fails to obtain the insurance required under this Section or provide sufficient proof that it has obtained the required insurance, the City may obtain said insurance on behalf of the Developer and invoice Developer for the cost of such insurance, which invoice Developer shall pay within thirty (30) days of its receipt of same.

(d) Costs / Reimbursement: Developer shall be solely responsible for, and shall pay in a timely manner, all costs and expenses of the construction of the Developer Units and Required Infrastructure, including without limitation all filing fees, inspection, and other fees and expenses, and post all bonds, letters of credit or other assurances as required by the City relative to the construction of the Developer Units. The Developer acknowledges that the City has and will continue to incur costs for the Required Infrastructure. Developer shall reimburse the City for such costs within 30 days of the City's submission to the Developer of an invoice for such costs. To the extent that any costs incurred by the Developer under this subsection are
“Eligible Costs” as defined in the Brownfield Plan, Developer may receive certain reimbursements of its costs for the Development Units pursuant to the terms of the Developer Reimbursement Agreement. Developer shall also reimburse the City, at Closing, for all of the City's out of pocket costs related to the Closing, the Master Deed and converting the Property to a condominium, and this Development Agreement. Notwithstanding the above, in the event that the total costs Developer is required under this Agreement to reimburse the City for exceeds $750,000, then Developer shall only be required to reimburse the City for 50% of the amounts in excess of the $750,000.

(e) **Good Faith Attempt to Use Local Subcontractors:** Developer shall use good faith commercially reasonable efforts to ensure that qualified sub-contractors and construction material suppliers based within the limits of the City have the opportunity to provide labor and materials for the construction of the Developer Units. Such commercially reasonable good faith efforts include (i) providing requests for proposals and/or bid solicitations to those subcontractors and suppliers, whose names and addresses have been provided to the Developer by the City and (ii) a reasonable review of bids submitted by such subcontractors and suppliers. The City may provide any names of City residents seeking employment in the construction field to the Developer for consideration of their qualifications to participate in the development of the Developer Units.

(f) **Design Change:** Developer has asked the City to approve design changes within the Project Plans for the Parking Garage. In consideration for the City’s approvals, and to reimburse the City for the loss of future parking revenues, Developer agrees to tender to the City, within 30 days of invoice the "Parking Adjustment Charge." The Parking Adjustment Charge shall be an amount equal to $25,000 multiplied by the net number of full size parking spaces originally reflected within the Project Plans that are either eliminated or reduced as a result of the approved design change.

3.4 **Operation and Leasing of Developer Units.**

(a) **City Goals for Office and Retail:** Developer acknowledges that:

(i) The City desires to facilitate the development of a local market for office rental ("Office Goal") and to enhance and improve accessibility to the local Ferndale market for rental of Retail space without disrupting the current Retail rental market by accelerating the escalation of Retail rental rates within the local area of the Project. ("Retail Goal").

(ii) The City desires to facilitate the Retail Goal by the development of Retail space for lease, at the rental rates established in Section 3.4(c) of this Agreement to Small Business Tenants.

(iii) To facilitate the satisfaction of these goals, the City will agree to convey the Developer Units to the Developer pursuant to the terms and provisions set forth herein, which include a price of $1.00 for each Developer Unit, which Developer acknowledges is materially below market value.
(vi) The City has, and continues to develop, a business gentrification management policy, and that leases to Retail tenants other than Small Business Tenant will impede and frustrate the City’s goals.

(b) **Retail Tenant Requirements.** In consideration of the acquisition of the Developer Units at the prices set forth herein, the Developer hereby agrees to

(i) lease the Retail Units to Small Business Tenants (with a strong preference for those Small Business Tenants operating within the City of Ferndale) at the gross rental rates below. The gross rental rates (not including utilities) below do not include any separate amortized costs of any tenant allowance provided for the buildout of the premises.

<table>
<thead>
<tr>
<th>Range of Annual Rent</th>
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<tbody>
<tr>
<td>$18 – 22 per rentable square foot</td>
</tr>
</tbody>
</table>

(iii) make a full commercially reasonable good faith effort to market the Retail Units to Small Business Tenants

(c) **Leases to Tenants Other than Small Business Tenants.** In the event that Developer has taken commercially reasonable steps to market to, and create a lease market, for Small Business Tenants, then Developer can request a waiver from the City Administrator allowing certain portions of the Retail Unit be leased to an entity other than a Small Business Tenant. As a part of its request, Developer must:

(i) show to the satisfaction of the City Administrator that Developer has taken commercially reasonable steps to secure Small Business Tenants within the rent ranges established above, and that no Small Business Tenant has a bonafide interest in leasing space in the Retail Units pursuant to commercially reasonable terms and conditions and the rents established above; and

(ii) provide both the name of the proposed tenant and a copy of the proposed lease. The proposed tenant shall not be tenant operating under a name or trademark that may be recognizable outside of the midwestern region of the United States. In the event that the Developer has a confidentiality agreement with the potential tenant, the City will enter into a reasonable non-disclosure confidentiality agreement which shall be subject to all municipal policy and state statutes.

If the City Administrator, in its reasonable discretion, determines that Developer has taken commercially reasonable steps to secure a Small Business Tenant for the applicable space, and that the lease will not cause a disruption to the retail rental market within the City of Ferndale, then the Developer may enter into the proposed lease with the proposed tenant without being in violation of Section 3.4 (a) above.

(d) **Retail Target Rents:** The Developer shall market the space with the Retail Units and lease the Retail space at the following applicable target base rents (along with reasonable reimbursement provisions for insurance, taxes and common area costs):
Retail Units: $18-22 per rentable square foot, and

(e) **Affordable Housing:** Not less than 50% of the individual apartments or dwelling units within the Residential Unit (each a “Dwelling Unit”), shall comply with all standards and requirements established by both the City of Ferndale and HUD for “Affordable Housing” with the more stringent standard or requirement being the applicable standard or requirement if there is any conflict or ambiguity between the two. In addition, no less than the applicable minimum percentage of total Dwelling Units may be leased to Households earning an Annual Income in excess of the correlating percentage of the AMI.

<table>
<thead>
<tr>
<th>Minimum Percentage of Dwelling Units</th>
<th>Correlating Percentage of AMI</th>
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</thead>
<tbody>
<tr>
<td>10%</td>
<td>50%</td>
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<tr>
<td>20%</td>
<td>60%</td>
</tr>
<tr>
<td>20%</td>
<td>80%</td>
</tr>
</tbody>
</table>

**AMI** shall mean the median income for the Detroit-Warren-Dearborn Metropolitan Statistical Area as annually reported by the United States Department of Housing and Urban Development (along with any successor United States Government department or agency, “HUD”), or by any successor United States Government department or agency, for the primary metropolitan statistical area that includes the City of Ferndale, Michigan.

**Annual Income** shall mean annual income as determined in accordance with 24 CFR 92.203 (a)(1)(i).

**Gross rent** shall mean the cumulative monthly amount of all rents, utility charges, management fees and all other fees and charges (other than late fees) charged by Landlord for the Dwelling Unit.

**Household** shall mean all household members, including the tenant applicant and any persons living with the applicant in a single housekeeping unit, whether the individuals are related or unrelated. However, the above notwithstanding, a household whose income increases above the limits set forth above after he or she has become an occupant of an Affordable Housing Unit may be allowed to continue occupancy until the end of the lease period but must vacate the unit at the end of the term of the lease.

The Gross Rent charged each Dwelling Unit, for the initial term and every renewal term thereafter, shall not exceed the lesser amount of:

(i). The fair market rent for existing housing for comparable units in the area as established by HUD pursuant to 24 CFR 888.111; or
(ii) A rent that does not exceed 30 percent of the adjusted income of a family whose annual income equals 65 percent of the median income for the area, as determined by HUD. The tenant’s income must be determined in accordance with 24 CFR 92.203 (a)(1)(i)

3.5 **Taxes:** After Closing, Developer shall timely pay all real and personal property taxes and municipal assessments that are due on the Developer Units and the Private Project or any portion thereof provided that any payments tendered to the City by tenants of any of the Developer’s Units for such taxes will be credited toward Developer’s obligation to pay such real and personal property taxes.

3.6 **Compliance with All Law and City Ordinances:** At all times, Developer shall construct, maintain and operate the Developer Units in full compliance with all Laws (including, without limitation, any statutes related to hazardous materials and waste) and City Ordinances.

3.7 **Affirmative Covenants** Developer also:

(a) **Maintenance of Business and Existence.** Do all things necessary to preserve, renew, and keep in full force and effect its corporate, partnership, joint venture, limited liability company or sole proprietorship existence (as applicable) and rights and franchises necessary to continue such business and preserve and keep in force and effect all licenses and permits necessary for the proper conduct of its business.

(b) **Payment of Obligations.** Pay and discharge all its indebtedness for borrowed money relating to the Developer Units and Private Project, and all liabilities, judgments, taxes, assessments, and governmental charges applicable to the Developer Units and Private Project, except where the same (other than taxes) may be contested in good faith and maintain adequate reserves for all contingent liabilities; provided, that if the City has reasonable grounds to believe that Developer will not timely discharge any such taxes, assessments, and governmental charges, the City may, upon written notice to Developer and without waiving any of its rights hereunder, pay either before or after delinquency, any or all of the said taxes, assessments, and governmental charges and all sums so advanced or paid by the City shall become a lien upon the Property and every payment so made shall bear interest from the date of such failure to pay to the date of repayment to the City at the interest rate applicable to a federal income tax deficiency or penalty.

(c) **Books and Records.** Maintain, at all times, true and complete books, records, and accounts, in which true and correct entries shall be made of its transactions concerning this Agreement and/or the Project, and such books, records and accounts shall be prepared in accordance with generally accepted accounting principles or another recognized comprehensive accounting basis consistently followed.

(d) **Notification of Defaults.** Promptly notify the City any default or Event of Default under or pursuant to this Agreement or the Developer Reimbursement Agreement, whether or not any requirement of notice or lapse of time, or both, or any other condition has been satisfied or has occurred.
(e) **Access to Records and Premises.** Afford access by the City to the Developer Units at all reasonable times for purposes of inspection with reasonable advance notice, subject to the rights of tenants under leases, and permit the City to inspect and make and take away copies of any and all of its records relative to this Agreement and/or the Project. Developer shall provide City will full access to all books, records and accounts required to be maintained in Section 3.7(c) above and with access to any other information that the City requires to verify the Developer's compliance with all terms of this Agreement, provided that following completion of construction of the Developer Units, the City will not make such a request more than twice in any given year unless Developer is in default under this Agreement.

(f) **Further Information.** Promptly furnish the City from time to time such other information regarding this Agreement, the Developer Units, the Developer, the Private Project and/or the financing therefor that the City may reasonably request.

(g) **Further Assurance.** Upon request, execute and deliver, or cause to be executed and delivered, such further instruments, and do or cause to be done such further acts, as may be reasonably necessary or proper to carry out the intent and purpose of this Agreement and/or Project Plan.

(h). **Pass Down Obligations.** Developer shall include as part of any contracts entered into or issued pursuant to this Agreement that any contractor or other third-parties engaged by Developer a requirement that such contractor or 3rd party satisfy the requirements established by Section 3.3(c) and 3.3(e) above.

3.8 **Developer Reimbursement Agreement.** Developer shall comply with and satisfy all the obligations, covenants, representations and warranties of the Developer Reimbursement Agreement.

3.9 **No Circumvention.** Developer shall not perform any act directly or indirectly that would act to subvert or otherwise circumvent any of the terms and conditions contained in this Agreement.

3.10 **Conditions Precedent:** The Developer’s obligation to construct the Private Project is subject to the condition precedent that it has secured from the MEDC, State of Michigan and other lenders, with terms and conditions and with lenders satisfactory to Developer, in Developer's sole discretion, funds sufficient to construct the Private Project. Prior to October 31, 2019, Developer shall provide a letter to the City representing and warranting for the City's reliance that Developer has secured all necessary financing and funds to construct the Private Project along with such reasonable evidence that the City shall require ("Finance Letter"). In the event that Developer is unable or does not provide such representation and warranty on or before October 31, 2019, then the City shall have the right to terminate this Agreement by notice to Develop, and except for such obligations that survive the termination of the Agreement, each party shall be released from its obligations here under.

**ARTICLE 4**

**CITY’S COVENANTS AND OBLIGATIONS**
4.1 **Conveyance of Property:** Subject to the satisfaction of the conditions precedent set forth in Section 4.3 below, the City, concurrent with the Developer’s closing on its construction financing, will convey the Developer Units to Developer by executing and delivering a quit claim deed at Closing. Developer shall be responsible for all fees and costs related to such conveyance including payment of premiums for title insurance, property taxes (if any) and costs related to the Master Deed and Development Agreement. As such Developer shall take the Developer Units “AS-IS, WHERE-IS” and the City makes no implied or express representations or warranties at to the condition or construction of the Parking Garage whatsoever.

4.1.1 **Deed In Escrow**  At Closing, the Developer shall execute a covenant deed and bill of sale reasonably acceptable to the City and deliver it to the City pursuant to an escrow agreement reasonably agreed upon by the City and Developer which provide the terms by which such covenant deed and bill of sale can be released to the City if, following a default triggering a Reconveyance Remedy, the Developer does not otherwise provide a covenant deed and bill of sale in accordance with the requirements of this Agreement (such agreed upon escrow agreement “Escrow Agreement”). Execution of such escrow agreement and the deed and bill of sale shall be deemed a condition precedent to the conveyance of the Developer Units.

4.2 **Construction of the Parking Garage:** The City shall construct the Parking Garage and the Parking Garage Infrastructure generally in accordance with the Parking Garage Plans and the Project Plan.

4.3 **Conditions Precedent:** The City’s obligation to convey the Property and to construct the Parking Garage shall be subject to the following conditions precedent:

(a) Approval of the Brownfield Plan by all applicable State of Michigan authorities (and by the Ferndale Brownfield Redevelopment Authority to the extent required) on such requirements and terms as are acceptable to both Developer and City, and

(b) Such final approvals and grants awards and agreements issued by (and, to the extent applicable, executed) by the Michigan Economic Development Corporation and the Michigan Strategic Fund which are deemed necessary by the City to support the Project, and

(c) Such further approval of the City of Ferndale Downtown Development Association and Ferndale Brownfield Redevelopment Authority which the City deems necessary for the Project, and

(d) Payment of one dollar ($1.00) for each of the Developer Units.

(e) Developer’s delivery to the City of the Finance Letter and such reasonable evidence of its sufficient funding to complete the Private Project,

(g) Developer has closed its construction financing concurrent with the Closing and conveyance of the Developer’s Units.
ARTICLE 5
GENERAL PROVISIONS

5.1 The City’s Representations and Warranties. The City hereby makes the
following representations and warranties to Developer, which representations and warranties
shall be true and correct as of the Effective Date of this Development Agreement,

5.1.1 Authority. The City has the authority to enter into this Development
Agreement and to perform and carry out all obligations, covenants and provisions
hereof subject the satisfaction of the listed conditions precedent. The City’s authority
shall be evidenced by appropriate resolution(s) by the City Council.

5.1.2 Zoning Compliance. The extent to which Property may be used for
office, Retail and residential is currently established by Code Of Ordinances, City of
Ferndale, Michigan, Codified through Ordinance No. 12209 enacted June 11, 2018.

5.1.3 Litigation. To the knowledge of the City’s Interim City Administrator
without any duty to investigate, the City has no notice of and there is no pending or
threatened litigation, administrative action or examination, claim or demand before
any court or any federal, state or municipal governmental department, commission,
board, bureau, agency or instrumentality thereof which would affect the City or its
principals from carrying out the covenants and promises made herein.

5.2 Developer Representations and Warranties. Developer hereby makes the
following representations and warranties to the City, which representations and warranties
shall be true and correct as of the Effective Date hereof, shall be deemed to have been renewed
and restated as of the date of the Closing, and shall survive and shall continue as long as the
obligations of Developer under this Development Agreement:

5.2.1 Organization. Developer is duly organized and validly existing, in good
standing under the laws of the State of Michigan and has all requisite power and
authority to own and operate its assets and properties, to carry on its business as
now being conducted, and to enter into and perform the terms of the Development
Agreement. Developer is in compliance with all existing laws and regulations
applicable to the Developer.

5.2.2 Authorization. The execution and delivery of this Development
Agreement and consummation of the transactions contemplated hereby have been
duly authorized by Developer. Developer has the power to make, deliver, and perform
its obligations under this Agreement and the Developer Reimbursement Agreement.

5.2.3 Restraints. Neither the execution nor delivery of this Development
Agreement nor the consummation of the transaction contemplated hereby is in
violation of any provision of any existing law or regulation, order or decree of any
court or governmental entity, Developer's organizational documents, or any agreement to which Developer is a party or by which either of them is bound.

5.2.4 Disclosure. No representation or warranty by Developer, or any statement or certificate furnished to the City pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or will omit to state any fact necessary to make the statements contained herein or therein not misleading.

5.2.5 Litigation. Developer does not have any notice of and there is no pending or threatened litigation, administrative action or examination, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof which would affect Developer or its principals from carrying out the covenants and promises made herein.

5.2.6 Financial. Prior to the execution of this Agreement, Developer has provided to the State of Michigan and the Michigan Economic Development Corporation certain financial documents and statements and financial commitments ("Financial Statements") for the review. Developer represents and warrants that such Financial Statements are, as of the Effective Date: (1) complete and correct in all material respects; (2) an accurate presentation of its financial condition as of the dates, and the results of its operations for the periods, for which same have been furnished; and (3) to the extent applicable have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods covered thereby.

5.2.7 Utilities and Public Rights of Way. Developer has either (a) determined that all lines, systems and facilities for storm water, sanitary sewer, gas, electricity, telephone, cable and all other utilities (collectively "Utility Lines") are of sufficient size and capacity for the development of the Developer Units, or (b) committed to construct, improve, expand or otherwise install sufficient and adequate Utility Lines to serve the Developer Units at the sole cost and expense of Developer. Developer acknowledges and agrees that, to the extent any Utility Lines must be relocated in order to develop the Developer Units, then Developer shall relocate all such Utility Lines and refurbish same, as deemed desirable by the City's Community and Economic Development Department. Nothing herein shall limit Developer's obligation for the Required or Residential Unit Infrastructure.

5.2.8 Conflict of Interest: Developer represents and warrants that no member of the City Council and no other officer, employee or agent of the City who exercises any function or responsibility in connection with the carrying out of this Agreement has any personal interest, direct or indirect in the Developer or any affiliate or beneficial owner of Developer. Developer covenants and agrees that no employee, agent, consultant, officer, or elected official or appointed official of the City who exercises or has exercised any functions or responsibilities with respect to this Development Agreement or the Project, or who is in a position to participate in a decision making process or gain inside
information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business, during or after their tenure.

5.2.9 Developer represents that its undertakings pursuant to this Agreement are for the purpose of developing the Property in accordance with the Project Plan and the City’s stated goals and not for speculative sale purposes (though the City acknowledges that the various premises will be spec built)

5.3 Force Majeure: If, for any of the reasons listed below (“Force Majeure”), either Party shall be delayed in the performance of any obligation under this Development Agreement, other than for the payment of any amount due by such Party, then the performance of such obligation shall be excused for the period of such delay, and the period for the performance of such obligation shall be extended by the number of days equivalent to the number of days of such delay. Force Majeure shall be defined as (a) area wide (i) strikes, (ii) lockouts or (iii) shortage of materials which are not related to the respective party’s acts or omissions, (b) delays as a result of any governmental approval or lack thereof, (c) acts of God, and (d) fire or other casualty. Each party agrees to provide prompt written notice to the other party of any conditions beyond the notifying party’s control which may result in the notifying party’s inability to perform any act or obligation by the required date.

Delays in government approval or lack thereof shall only be deemed Force Majeure to the extent that (i) the delayed Party had done what was reasonably necessary to secure such governmental approval prior to its request for such approval and (ii) the period for approval exceeded the typical period of approval for such request by more than five business days and (iii) the delayed Party has notified the other Party of such delay within five business days of the commencement of such delay. For purposes of the Developer’s obligation to provide the Finance Letter delay in government approvals or lack thereof shall not apply.

5.4 Survival. Developer acknowledges and agrees that during the Term all of the obligations of Developer under this Development Agreement survive and shall be covenants running with the land and binding upon Developer and its Transferees, for the benefit of the City and the respective successors and assigns of the Parking Garage.

ARTICLE 6
EVENTS OF DEFAULT AND REMEDIES

6.1 Default by Developer. The Developer shall be in default of this Development Agreement if at any time it has breached or defaulted on any representation, warranty, obligation or covenant of this Agreement or the Developer’s Reimbursement Agreement. Such default shall be deemed an “Event of Default” in accordance with the provisions below.

(a) Bankruptcy: Developer shall make an assignment for the benefit of creditors, any petition shall be filed by or against the Developer under any section or chapter of the U.S. Bankruptcy Code, as amended, or under any similar law or statute of the United States or any State thereof; or Developer becomes a “debtor” as defined in 11 U.S.C. Section 101 or any
successor statute or is adjudged bankrupt or insolvent in proceedings filed thereunder, or a receiver or trustee shall be appointed for all or substantially all of the assets of Developer; or the Developer admits in writing its inability to pay its debts generally as they become due, the attachment, execution or other judicial seizure of substantially all of the Developer's assets located at the Property or of the Developer's interest in this Agreement or Developer's voluntary or involuntary dissolution. Defaults pursuant to subsection (a) are hereby deemed to be material, non-curable Events of Default without the necessity of any notice by the City to the Developer thereof and the City may exercise the Reconveyance Remedy provided below and such Event of Default shall result in an automatic termination of this Agreement upon the City’s written notification of such automatic termination to Developer.

(b) any default by Developer in timely satisfying the obligations established in Section 3.2 and 3.2.1 which is not cured within 30 days of Developer’s receipt of written notice of such default from the City (“Development Event of Default”).

(c) Developer enters into any Lease for any portion of the Private Project or Developer Units which does not fully satisfy the requirements with respect to rental amounts or tenancy, if any (“Lease Event of Default” and such lease, the “Defaulting Lease”).

(d) Developer shall fail to maintain the insurance required hereunder and has failed to cure such default within two (2) business days of Developer’s receipt of written notice of default from the City.

(e) During the Restricted Transfer Period Developer shall Transfer any interest in the Developer’s Units or the Private Project in breach of Section 10.12 below (“Transfer Event of Default”).

(f) Developer does not cure any other default or breach following notice from the City within the time specified below. In the event of any other default or breach by the Developer, the City shall provide Developer notice and a period of 15 days to cure such default, to the extent such is curable. If such default is not reasonably curable within said 15 days, then, so long as the Developer has commenced cure of such default within such 15 days, the City shall provide Developer a reasonable period of time to cure such default and such shall not be deemed an Event of Default. Any default or breach not cured within such permitted time period shall be deemed an Event of Default and all remedies including the Reconveyance Remedy shall be available to City on a cumulative basis and exercising any one right or remedy for such Event of Default shall not restrict the City from exercising any other right or remedy.

### 6.2 Remedies for an Event of Default by Developer

(a) **City Remedy for Development Default:** If a Development Event of Default (or any other Event of Default for which a Reconveyance Remedy may be applied) shall continue beyond the 30th day following the City’s notice to Developer of such default, then the City may send a notice of written demand and within thirty (30) days following receipt of the City’s written demand, the City may exercise its Reconveyance Remedy.

(i) The **Reconveyance Remedy** is described as follows: This Agreement and any rights of the Developer arising hereunder or otherwise with respect to
the Developer Units and all improvements constructed therein or installed thereon and any related Required Infrastructure to which Developer may have rights ("Total Private Project") shall be terminated by the City by notice to the Developer. Upon receipt of such notice, Developer shall convey the Total Private Project to the City by a covenant deed (and to the extent applicable, bill of sale) in a form reasonably acceptable to the City. Such conveyance shall be free and clear of any encumbrances or impositions arising out of the acts or omissions of Developer or the development of the Developer Units (except for any such encumbrances consented to by the City in writing ("Permitted Encumbrance")). The City's consideration for such conveyance shall be the same $1 per Unit amount paid by the Developer to the City and shall not be increased for any reason or cost incurred by Developer. Further, Developer shall be responsible to the City for any costs and expenses incurred by the City to (i) remove any mortgages or other liens (irrespective of whether such mortgages or other liens were Permitted Encumbrance), (ii) remove any encumbrances not permitted under this Agreement and/or (iii) satisfy any unpaid impositions, including but not limited to, unpaid property taxes and water and sewer bills. In the event Developer fails to convey any Unit or portion of the Total Private Project back to the City in accordance with this Section 6.2, Developer hereby irrevocably appoints the City's counsel as its attorney in-fact with power to issue, execute or release from escrow (but only in accordance with the Escrow Agreement) any and all documents necessary to convey the applicable real and personal property by covenant deed and bill of sale from Developer to the City and to assign any leases related to the Developer Units.

The Reconveyance Remedy stated herein shall be in addition to any other remedies that the City may have in law or equity with respect to such default.

(b) City Remedy for Lease Event of Default: In the event of a Lease Event of Default, in addition to any other remedy provided for either herein or in law or equity, Developer shall tender to the City an Excess Rental Reimbursement within 30 days of the City's demand. The Excess Rental Reimbursement shall be defined as the sum of the Rental Delta plus the Additional Reimbursement. The Rental Delta shall be the difference between the total rents which could be due under the Defaulting Lease, as such is reasonably determined by the City Administrator and the total rents that would have been due in the same term for a lease with a base rent at the lowest range of the target rent stated in the Section 3.4 (b) and (e) above. The Additional Reimbursement shall be 30% of all rents due under the lease. The parties agree that (i) it would be impracticable and extremely difficult to ascertain the actual damages suffered by the City in fulfilling its goals specified in the Recitals and Section 3.4 above, as a result of a Lease Event of Default, and that under the circumstances existing as of the Effective Date, the Excess Rental Reimbursement represents a fair and reasonable estimate of the damages which City will incur as a result of such default. The parties acknowledge that the payment of such Excess Rental Reimbursement will go toward the City fulfilling its stated goals and is not intended as a forfeiture or penalty but is intended to constitute liquidated damages to City.

6.3 City Remedy for a Transfer Event of Default: In the event of a Transfer Event of Default, such Transfer shall be deemed void, and the City may exercise its Reconveyance Remedy.
6.4 **Remedy for all other Defaults:** In the Event of Default by Developer which was not timely cured in accordance with 6.1(f) or was not curable the City shall have all remedies available to City on a cumulative basis and exercising any one right or remedy shall not restrict the City from exercising any other right or remedy.

6.5 **Remedies Cumulative.** The rights and remedies of the City, whether provided by law or by this entire Agreement, shall be cumulative, and the exercise by the City of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach. No waiver made by the City shall apply to obligations beyond those expressly waived in writing.

6.6 **Waiver of Defense.** Developer, for itself and its successors and assigns, and all other persons who are or who shall become, whether by express or implied assumption or otherwise, liable upon or subject to any obligation or burden under this Agreement, hereby waives, to the fullest extent permitted by law and equity, all claims or defenses otherwise available on the ground of its or their being or having become a person in the position of a surety, whether real, personal, or otherwise, or whether by agreement or operation of law. Such waiver shall include, but shall not be limited to, all claims and defenses based upon extensions of time, indulgence, or modification of terms of this Agreement.

6.7 **Reimbursement of Costs.** Developer shall reimburse the City for its out-of-pocket expenses, including actual attorney fees (whether for inside or outside counsel), incurred by the City in connection with the enforcement of or the preservation of any rights under this Agreement including, but not limited to, any costs, damages, and expenses related to the recapture of the Property.

**ARTICLE 7**
**DEFAULT BY CITY**

It shall be a default of the City if it is unable to construct the Parking Garage on or before June 30, 2020. In the event of such default, the days for Developer to complete the construction of the Office and Retail Units shall be extended on a day for day basis. However, if the City is unable to complete the Parking Garage by July 30, 2020, then Developer shall give the City notice of such default and its intent to terminate this Development Agreement if the Parking Garage is not completed within 90 days of such notice. In the event of a default by the City, subject to any period for notice and cure, if applicable, then as its sole remedy for the City's default, Developer shall have the right to terminate this Development Agreement by conveying the Property back to the City by way of a covenant deed for the consideration of $1 dollar for each unit.

**ARTICLE 8**
**FINANCING**
8.1 “Permitted Financing” shall mean any loan or credit arrangement obtained by Developer for the purpose of financing the development of Developer Units and Private Project, the construction of Improvements within Developer Units in accordance with the Project Plan, the furnishing of fixtures and equipment and tenant improvements and reasonable leasing expenses, provided that any such loan or other credit arrangement shall not exceed the amount contemplated by the Project Plan or the Brownfield Plan or such greater amount as the City may approve in its sole but reasonable discretion.

8.2 “Permitted Financing Liens” shall mean any mortgage, assignment of rents or other assignments or liens securing Permitted Financing.

8.3 “Permitted Encumbrance” shall mean (i) any Permitted Financing Liens, (ii) any leases permitted under the Agreement, and any other encumbrance or imposition (“Additional Encumbrance”).

8.4 Limitation on Financing. Neither Developer during the Term of this Agreement shall engage in any financing or any other transaction creating any mortgage or other encumbrance upon the Property, whether by express agreement or operation of law, or suffer any encumbrance to be made on or attach to the Property, except for Permitted Financings or in connection with any Permitted Encumbrance. Developer shall notify the City in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the Property or any part thereof, and in any event it shall promptly notify the City of any Encumbrance that has been created on or attached to the Property, whether by voluntary act of Developer or otherwise, except for Permitted Financings and Permitted Encumbrances.

8.5 Copy of Notice of Default to Mortgagee. Whenever the City shall deliver any notice or demand to Developer with respect to any default by Developer in its obligations or covenants under this Agreement, the City shall at the same time forward a copy of such notice or demand and to each holder of any mortgage authorized by this Agreement at the last address of such holder shown in the records of the City. In this regard, any such holder shall be permitted to deliver to the City written notice of such holder’s lien (which shall be accompanied by a recorded copy of the instrument establishing such liens) and of such holder’s address for any notices contemplated by this Agreement.

8.6 Mortgagee’s Option to Cure Default. After any Event of Default, each such mortgage holder shall (insofar as the rights of the City are concerned) have the right, at its option, to cure or remedy such Event of Default (to the extent that such Event of Default relates to the part of the Developer Units or Required Infrastructure covered by its mortgage) and to add the cost thereof to the mortgage debt and the lien of its mortgage; provided that, if the Event of Default is with respect to construction of the Developer Units or Improvements, nothing contained in this Section or any other Section of this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or completion of the Developer Units or Improvements (beyond emergency measures necessary to conserve or protect Improvements or construction already made) without first having expressly assumed all obligations under this Agreement and the Developer Unit, by written agreement satisfactory to the City Administrator, to complete, in the manner provided in this Agreement, the Developer Units and the Required Infrastructure and Improvements therein or the part thereof to which the lien or title of such holder relates. The rights of the holder of any mortgage to cure an
Event of Default by Developer shall be limited to the period of time afforded herein to Developer to cure such Default.

8.7 **Mortgage and Holder.** For the purposes of this Agreement, the term “mortgage” shall include a deed of trust, or other instrument creating an encumbrance or lien upon the Property, or any part thereof, as security for a loan. The term “holder” in reference to a mortgage shall include any insurer or guarantor of any obligation or condition secured by such mortgage or deed of trust.

**ARTICLE 9**

**NOTICES**

All notices, consents, approvals, requests and other communications, herein collectively called "Notices," required or permitted under this Development Agreement shall be given in writing, signed by an authorized representative of the City or Developer and mailed by certified or registered mail, return receipt requested, personally delivered, or sent by overnight courier to a party as follows:

To City:  
City Clerk  
City of Ferndale  
300 East Nine Mile Road  
Ferndale, Michigan 48220  
Tel: (248) 546-2525

City Manager  
City of Ferndale

With a Copy to:  
300 East Nine Mile Road  
Ferndale, Michigan 48220  
Tel: (248) 546-2525

City Attorney  
City of Ferndale  
300 East Nine Mile Road  
Ferndale Michigan 48220  
Tel: (248) 546-2525
To Developer: Gregory J. Erne
Versa Wanda LLC
326 East Fourth Street, Suite 200
Royal Oak, MI
Tel: (248) 979-7587
greg@versacos.com

with a copy to:
Clifford J. Dovitz, Esq.
Versa Wanda LLC
326 East Fourth Street, Suite 200
Royal Oak, MI
Tel: (248) 514-8121
cliff@versacos.com

All such notices, certificates or other communications shall be deemed served upon the date of personal delivery, the day after delivery to a recognized overnight courier, the date of the transmission by facsimile or two days after mailing by registered or certified mail. Any party may by notice given under this Development Agreement designate any further or different addresses or recipients to which subsequent notices, certificates or communications hereunder shall be sent.

ARTICLE 10
MISCELLANEOUS

10.1 Duration. The Term of this Agreement shall commence on the Effective Date and shall expire as to the last day of the Fifteenth 15th Year (i.e. 365 day period) following the Effective Date, unless this Agreement is terminated earlier pursuant to its terms.

10.2 Entire Agreement. This Development Agreement and the attached exhibits set forth all of the covenants, agreements, stipulations, promises, conditions and understandings between Developer and the City concerning the Project Plan. Neither the City, nor Developer, nor their respective partners, members, board and commission members, elected and appointed officials, employees and volunteers, attorneys, consultants, advisors, agents and representatives, and boards, commissions and authorities, shall be bound by any covenant, agreement, stipulation, promise, condition or understanding, warranty or representation, either oral or written, other than set forth herein.

10.3 Amendment. This Development Agreement shall not be modified, altered or amended except by written agreement duly executed by Developer and City as authorized by the City Council.

10.4 Third-Party Beneficiaries. No term or provision of this Development Agreement is intended to be, or shall be, for the benefit of any Person not a Party hereto, and no such Person shall have any right or cause of action hereunder.
10.5 **Invalidity of Particular Provision.** The invalidity of any article, section, subsection, clause or provision of this Development Agreement shall not affect the validity of the remaining articles, sections, subsections, clauses or provisions hereof which shall remain valid and be enforced to the fullest extent permitted by law.

10.6 **Captions.** The captions in this Development Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope or intent of this Development Agreement nor in any way shall affect this Development Agreement or the construction of any provision hereof.

10.7 **Waivers.** A Party may not waive any default, condition, promise, obligation or requirement applicable to the other Party hereunder, unless such waiver is in writing signed by an authorized representative of such Party and expressly stated to constitute such waiver. Such waiver shall only apply to the extent given and shall not be deemed or construed to waive any such or other default, condition, promise, obligation or requirement in any past or future instance. No failure by the City or Developer to insist upon strict performance of any covenant, agreement, term or condition of this Development Agreement or to the exercise any right or remedy in the event of default, shall constitute a waiver of any such default of such covenant, agreement, term or condition.

10.8 **Conflicts.** In the event of any conflict between this Development Agreement and any agreement attached as an exhibit, or any other document executed pursuant to or in furtherance of this Development Agreement or the Project, this Development Agreement shall control, unless such other agreement is signed by the City and expressly provides to the contrary.

10.9 **Recording.** This Development Agreement shall be recorded by Developer with the Oakland County Register of Deeds as soon as is practical after execution. The City, Developer, its successors and assigns (including any Condominium Owner(s) and Permitted Transferees as applicable) may, acting together by an approved writing signed by all parties, terminate this Development Agreement by recording a Notice of Termination with the Oakland County Register of Deeds, at the expense of the City.

10.10 **Governing Law.** This Development Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Michigan. Developer agrees, consents and submits to the personal jurisdiction of any competent court of jurisdiction in Oakland County, Michigan for any action brought against it arising out of this Development Agreement. Developer also agrees not to commence any action against the City because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation and enforcement of this Development Agreement, in any courts other than those in the County of Oakland, State of Michigan.

10.11 **Successors and Assigns.**

**Restricted Transfer Period** shall be defined as that period commencing as of the date of this Agreement through the end of the seventh (7th) year (365 day period) of this agreement.
Permitted Business Agreements shall be defined as (i) Permitted Encumbrances, (ii) leases of space within the Office Units, (iii) residential leases for the apartments within the Residential Units that maintain Developer's compliance with Section 3.4(e) and (iv) leases of space within the Retail Units which are in compliance with the terms of this Agreement, provided that Permitted Business Agreements shall not include any agreement, transaction, lien or lease which is used as subterfuge or structure in order to avoid the prohibitions against Transfers below but shall only include agreements, transactions, liens and leases made solely for the legitimate business purpose of securing financing for the construction and operation of the Private Project and/or for leasing space within the Private Project for operational or residential use.

10.11.1 No Transfers During The First Five Years Any Transfers other than Permitted Business Agreements are prohibited under this Agreement until the expiration of the fifth (5th) year (with each year a 365 day period) immediately following the date in which Developer has constructed the Office, Retail and Residential Units in accordance with the terms of this Agreement and 90% of the Private Development is leased.

10.11.2 Transfers Allowed With City Council Approval During the Restricted Transfer Period, other than Permitted Business Agreements, Developer may not convey, assign or transfer any of its interest or share in the (i) Developer or (ii) Developer Units, (iii) Private Project or (iv) this Agreement ("Transfer" and recipients of a Permitted Transfer, "Transferee"), and no Transfer shall be effective unless consented to in writing by the City (such a "Permitted Transfer"), which approval shall be in the City's sole discretion and be based on the City determination that such Transfer is in keeping with the goals of the City and facilitates such rather than for profit or speculation. Any liquidation, dissolution, or transfer of the ownership of Developer or any membership interests in Developer or change in control of Developer whether by increased capitalization, merger with another corporation, corporate or other amendments, issuance of additional or new interest, or otherwise, or any corporate conversion of Developer shall constitute a Transfer for purposes of this Development Agreement. The covenants, conditions and agreements in this Development Agreement shall be binding upon and inure to the benefit of Developer and the City, and their respective successors and assigns. Developer and Transferees agree that this Development Agreement shall not be assigned except to the extent that the City in its sole discretion consents to such assignment in writing. Any proposed Transferee of any of Developer's obligations under this Agreement shall have the qualifications and financial responsibility, as determined by the City in its sole discretion, necessary and adequate to fulfill the obligations undertaken in this Agreement and the Project Plan by Developer and shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of Developer under this Agreement and the Project Plan and agree to be subject to all conditions and restrictions to which Developer is subject. The consent of the City to a Transfer in any one case shall not relieve Developer or the Transferee of the obligation to obtain the consent of the City for any additional assignments or transfers.

10.11.3 Death of Individual Notwithstanding the above, nothing herein shall prevent the Transfer of any individual's ownership interest or share in the Developer following the death of such individual, and such Transfer shall be deemed a Permitted
Transfer provided that the Developer shall notify the City of such Transfer within 30 days of such Transfer.

10.12 Prior to the City's approval of any Transfer, Developer and proposed Transferee shall certify to the City that the consideration paid for the Transfer does not exceed an amount representing the actual cost (including carrying charges) incurred by Developer the construction of any Improvements within the Developer Units and accompanying Required Infrastructure (or allocable to the part or interest transferred); it being the intent of this Section to preclude any Transfer for profit. The Developer represents that its undertakings pursuant to this Agreement are for the purpose of developing the Property in accordance with the Project Plan and operating the Private Project in accordance with the terms hereof and not for speculation prior to the expiration of the Term. In the event Developer transfers any such interest at a profit without the prior approval of the City as provided in Section 10.11.2 above, said profit shall belong to and forthwith be paid to the City.

10.13 **Legal Fees.** All reasonable costs incurred by the City in reviewing any request for amendment to this Agreement or Transfer shall be paid by the Developer.

10.14 **Indemnity.** Developer will indemnify, hold harmless and defend the City from all liability, including reasonable actual attorney fees, resulting from, or arising in connection with this Agreement, the condition of any Private Project Developer Unit, the construction and operation of any Developer Unit, including but not limited to the failure of the Developer to perform its obligations pursuant to this Agreement, irrespective of whether or not the City provided any consent or approval requested by the Developer (including without limitation, plans, drawings, zoning, leases or transfers) (but excluding any such liability to the extent said liability is incurred by reason of the gross negligence or willful misconduct of the City or the City’s material breach of this Agreement). Subject to the limitations of this Section 10.14, this indemnification shall extend to any future liability associated with the failure of Developer to comply with the requirements of applicable environmental laws, but does not cover any liability associated with the failure of the City to comply with such environmental laws. This indemnification shall also extend to liability that may arise under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), or the Michigan Natural Resources and Environmental Protection Act ("EPA"), for releases of contaminants caused or first introduced by Developer to the Property, as well as liability for any costs specifically attributable to exacerbation of contamination caused by Developer. The obligations imposed by this Section 10.14 shall survive the termination of this Agreement. In the event that any action or proceeding is brought against the City or the City’s agents, employees, officers or elected officials by reason of any claim covered hereunder, Developer, upon notice from the City, shall, at Developer's sole expense and with counsel of the Developer's choice, subject to approval of the City (which approval shall not be unreasonably withheld or delayed), resist and defend such action or proceeding on the City's behalf. Any liability of the Developer under this Section 10.14 shall not constitute Eligible Costs.

10.15 **Restrictive Covenant.** This Development Agreement shall be deemed a restrictive covenant which shall be deemed to run with the Property during the Term. Up
the expiration of the Term, so long as there is no uncured default under this Development Agreement, the City shall record with the Oakland County Register of Deeds a termination of this Agreement.

10.16 **No Merger.** None of the provisions of this Development Agreement shall be merged by reason of the execution and delivery of the quit claim deed by the City to the Developer and neither such deed nor the conveyance shall be deemed to affect, alter or impair the provisions of this Development Agreement.

10.15 **Joint Drafting.** This Development Agreement has been negotiated by the parties and each Party has joined in and contributed to the drafting of this Development Agreement. Accordingly, there shall be no presumption favoring or burdening any one or more of the parties hereto based upon draftsmanship.

10.16 **Disputes.** The Developer and the City agree that in the event there shall be any dispute between the Developer and the City with regard to the character or requirements of the Project Plan or the requirements of the terms and conditions of this Agreement, the reasonable interpretation and determination of the City shall govern.

10.17 **Counterparts.** This Development Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Development Agreement, but all of which will be considered one instrument and will become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other party. A facsimile of this Development Agreement bearing a party’s signature or a printed copy of the original, signed document scanned in ".pdf" or ".tiff" format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.

*(signatures are on next page)*
IN WITNESS WHEREOF, the City and Developer by and through their duly authorized representatives, have executed this Development Agreement as of the day and year first above written.

THE CITY OF FERNDALE
a Michigan municipal corporation

By: 
David Coulter, Mayor

and

By: 
Marne McGrath, City Clerk

STATE OF MICHIGAN          } ss.
COUNTY OF OAKLAND              }

The foregoing instrument is hereby acknowledged before me this 8th day of July, 2019, by David Coulter, Mayor of The City of Ferndale, on behalf of the City.

Print Name: * Barbara Miller
Notary Public, Oakland County,
Acting in Oakland County,
My commission expires: 11-30-21

STATE OF MICHIGAN          } ss.
COUNTY OF OAKLAND              }

The foregoing instrument is hereby acknowledged before me this 8th day of July, 2019, by Marne McGrath, City Clerk of The City of Ferndale, on behalf of the City.

Print Name: * Barbara Miller
Notary Public, Oakland County,
CPL 11-30-21
Michigan

Acting in Oakland County,

My commission expires: 11·30·21

VERSA WANDA, LLC,
a Michigan limited liability company

By: GREGORY J. ERNE

Its: MANAGER

STATE OF MICHIGAN )
) ss.
COUNTY OF OAKLAND )

The foregoing instrument is hereby acknowledged before me this 14th day of August, 2019, by GREGORY J. ERNE, the Manager of Versa Wanda, LLC, a Michigan limited liability company, on behalf of the company.

Notary Public, Oakland County,

Acting in Oakland County,

My commission expires: 11·30·21

Exhibits:
A - Legal Description of the Property
B - Project Plan
C - City Reimbursement Agreement
Drafted by and when recorded return to:
Clifford J. Dovitz, Esq.
326 East Fourth Street
Suite 200
Royal Oak, Michigan 48067
EXHIBIT A

Legal Description of the Property

Land and improvements located in the City of Ferndale, Oakland County, Michigan described as:

T1N, R11E, Section 34, Greenwood Park, Lots 42 to 50, inclusive

Commonly known as 221 West Troy Street

Tax Parcel # 24-25-34-128-001
EXHIBIT B

Project Plan
EXHIBIT C

City Reimbursement Agreement
CONSTRUCTION CHANGE DIRECTIVE NO. 14

Project: The dot – Mixed Use Development
[The Development on Troy]
Location: Ferndale, Michigan
WGI Project #: 23179017.00
Owner: City of Ferndale
Contractor: Colasanti Construction Services, Inc.
Prepared By: John Berbiglia, PE & Gary Minito
Berbiglia Associates, Inc.
Date of Issue: October 16, 2019

The Contractor is hereby directed to make the change(s) to the Contract Documents as described herein.

GENERAL DESCRIPTION: Plumbing, mechanical and electrical updates.

PERTAINING TO SPECIFICATIONS

None.

PERTAINING TO DRAWINGS (Dated October 15, 2019)

MECHANICAL DRAWINGS:

1. Refer to sheet M100 (REISSUED):
   A. Revised supply air duct routing and sizes in heated plenum as shown.

2. Refer to sheet P100 (REISSUED):
   A. Revised sanitary to office toilet room as shown.
   B. Revised floor drain (FD-1) locations and associated sanitary piping as shown.
   C. Added 12 Ø hub out let for center elevator pumped storm.
   D. Revised sanitary sewer as shown.
   E. Revised pumped sanitary connection location to sanitary main as shown.
   F. Revised location of SP-1 and SP-2 location to match field condition.
   G. Revised Plumbing Keyed Notes #15, #23, and #26 as noted.

3. Refer to sheet P101 (REISSUED):
   A. Revised floor drain location and associated sanitary piping as shown.
   B. Added two gas meters and revised gas piping as shown
   C. Revised Plumbing Keyed Notes #15, #23, and #26 as noted.

4. Refer to sheet P102 (REISSUED):
   A. Revised Plumbing Keyed Notes #15, #23, and #26 as noted.
   B. Revised floor drain location and associated sanitary piping as shown.
   C. Revised gas piping risers as shown.
5. Refer to sheet P103 (REISSUED):
   A. Revised floor drain location and associated sanitary piping as shown.
   B. Revised gas piping as shown.
   C. Revised Plumbing Keyed Notes #15, #23, and #26 as noted.

6. Refer to sheet P104 (REISSUED):
   A. Revised floor drain location as shown.
   B. Revised Plumbing Keyed Notes #15, #23, and #26 as noted

ELECTRICAL DRAWINGS:

1. Refer to sheet E100 (REISSUED):
   A. Revised Electrical Symbol List as indicated.
   B. Revised Electrical Sheet Index as indicated.
   C. Revised Lighting Fixture Schedule as indicated.

2. Refer to sheet E300 (REISSUED):
   A. Revised Level B1 Plan – Lighting as indicated.
   B. Added Key Note #7 as indicated.

3. Refer to sheet E301 (REISSUED):
   A. Added Enlarged Level 1 Plan – Lighting as indicated.

4. Refer to sheet E400 (REISSUED):
   A. Revised Key Notes as indicated.
   B. Added junction boxes for technology cabling as indicated.
   C. Removed receptacle as indicated.
   D. Added power for pay on foot stations as indicated.
   E. Added raceways for cameras as indicated.
   F. Added raceways for emergency call station as indicated.
   G. Added car count system raceways and 120-volt power as indicated.
   H. Revised conduit locations serving power and communications as indicated.
   I. Added fire alarm strobes as indicated.
   J. Added Miscellaneous Conduit Schedule as indicated.

5. Refer to sheet E401 (REISSUED):
   A. Revised Key Notes as indicated.
   B. Added junction boxes for technology cabling as indicated.
   C. Relocated receptacle as indicated.
   D. Removed receptacle as indicated.
   E. Relocated power for pay on foot station as indicated.
   F. Added raceways for cameras as indicated.
   G. Added car count system raceways and 120-volt power as indicated.
   H. Revised conduit locations serving power and communications as indicated.
   I. Added fire alarm strobes as indicated.
   J. Added Miscellaneous Conduit Schedule as indicated.

6. Refer to sheet E402 (REISSUED):
   A. Revised Key Notes as indicated.
   B. Added Enlarged Level 2 Plan – Power and Systems as indicated.
C. Added junction boxes for technology cabling as indicated.
D. Added raceways for cameras as indicated.
E. Added car count system raceways and 120-volt power as indicated.
F. Added conduits up from first level serving power and communications as indicated.
G. Added raceways for pay on foot stations as indicated.
H. Relocated receptacles as indicated.

7. Refer to sheet E403 (REISSUED):
   A. Revised Key Notes as indicated.
   B. Added raceways for cameras as indicated.
   C. Added junction boxes for technology cabling as indicated.
   D. Added car count system raceways and 120-volt power as indicated.
   E. Revised location of raceways for emergency call station as indicated.
   F. Added raceways for pay on foot stations as indicated.
   G. Added receptacles as indicated.

8. Refer to sheet E404 (REISSUED):
   A. Revised Key Notes as indicated.
   B. Added car count system raceways and 120-volt power as indicated.
   C. Added raceway for camera as indicated
   D. Added raceway for pay on foot station as indicated.

9. Refer to sheet E500 (REISSUED):
   A. Removed Level 1 Enlarged Entry Plan – Electrical from Sheet.
   B. Added raceways for entry / exit sign control cabinet as indicated.
   C. Added winch power as indicated.
   D. Revised trash compactor power and control wiring raceway and location as indicated.

10. Refer to sheet E501 (ADDED):
    A. Added Level 1 Enlarged Entry Plan at Floor – Electrical as indicated.
    B. Added Level 1 Enlarged Entry Plan Overhead – Electrical as indicated.

11. Refer to sheet E604 (REISSUED):
    A. Revised Power Riser Diagram as indicated.

12. Refer to sheet E700 (REISSUED):
    A. Revised Power Panel PP-SBAA schedule as indicated.
    B. Revised LP-AA schedule as indicated.

13. Refer to sheet E701 (REISSUED):
    A. Revised Panel RP-A schedule as indicated.
    B. Revised Panel RP-B schedule as indicated.

**PROPOSED ADJUSTMENTS**

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - [X] Lump Sum - $0.00
   - [ ] Unit Price
As follows:

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is 0 days.

When signed by the Owner and Architect (Engineer), these changes shall become effective immediately and the Contractor shall proceed with the work. The Contractor shall acknowledge and accept these instructions as a Change to the Scope of Work by signing and returning to WGI Michigan, Inc. The Contractor shall submit a breakdown of changes with supporting documentation for schedule and cost, if any, for each item (addition or deduction) within fourteen (14) days for Architect review prior to issuance of a Change Order.
CONSTRUCTION CHANGE DIRECTIVE NO. 15

Project: The dot – Mixed Use Development
[The Development on Troy]
Location: Ferndale, Michigan
WGI Project #: 23179017.00
Owner: City of Ferndale
Contractor: Colasanti Construction Services, Inc.
Prepared By: Emma Floyd, E.I.
WGI Michigan, Inc.
Date of Issue: September 20, 2019

The Contractor is hereby directed to make the change(s) to the Contract Documents as described herein.

GENERAL DESCRIPTION: Updated structural drawings.

PERTAINING TO SPECIFICATIONS
No Changes

PERTAINING TO DRAWINGS (Dated September 20, 2019)

ITEM # D1: Replace Drawing S-001, GENERAL NOTES - STRUCTURAL
- Replaced Components and Cladding Design Pressures for Roof Zone 1, 2 and 3 from +12.2 PSF to +16 PSF.

ITEM # D2: Replace Drawing S-003, GENERAL NOTES - STRUCTURAL
- Replaced Components and Cladding Table with updated roof pressures for Roof Zone 1, 2 and 3 from +12.2 PSF to +16 PSF.

ITEM # D3: Replace Drawing S-101, LEVEL B1 PLAN - STRUCTURAL
- Added the floor drain location for the water service room.
- Added doorway in wall along grid 9 between grids B-C.

ITEM # D4: Replace Drawing S-102, LEVEL 1 PLAN - STRUCTURAL
- Added the floor drain locations for the bike parking room.
- Revised the area of the traffic bearing membrane.
- Revised the dimension from grid line 11 to CJ to 4'-6".
- Revised Bottom of beam elevations for beam B90 along grid 4.

ITEM # D5: Replace Drawing S-104, LEVEL 3 PLAN - STRUCTURAL
- Revised the location of the center jump stair to the west to be adjacent to grid 7.
- Revised B21 to B31 along grid 8.
- Revised wash lines at northeast stair.

ITEM # D6: Replace Drawing S-114, LEVEL 3 REINFORCEMENT PLAN - STRUCTURAL
- Revised PT slab tendon CGS’s between grids 13-14.
ITEM # D7: Replace Drawing S-401, ENLARGED NORTHWEST STAIR PLANS - STRUCTURAL
- Added the floor drain location for the northwest stair.
- Revised stair/elevator lobby elevation callouts to read TO Wash instead of TOFF at level B1.
- Revised TOW elevation at the front wall of the elevator shaft at level B1.

ITEM # D8: Replace Drawing S-402, ENLARGED NORTHWEST STAIR PLANS - STRUCTURAL
- Added hatch for area of tile for the stair/elevator lobby at level 1.
- Added note “Depress Conc ½”. Refer to Arch” at level 1.
- Added section cut 7/S-528 at grid 2.4 on level 1.
- Revised stair/elevator lobby elevation callouts to read TO Wash instead of TOFF at level 2.
- Revised TOW elevation at the front wall of the elevator shaft at level 2.
- Revised wall location along grid A.3 between grids 1.5-2.

ITEM # D9: Replace Drawing S-403, ENLARGED NORTHWEST STAIR PLANS - STRUCTURAL
- Revised stair/elevator lobby elevation callouts to read TO Wash instead of TOFF at levels 3 and 4.
- Revised TOW elevation at the front wall of the elevator shaft at level 3 and 4.
- Added HSS beam at level 4 along grid A between grids 1.5 and 2.8 and along grid 1.5 between grids A and A.3.

ITEM # D10: Replace Drawing S-411, ENLARGED NORTHEAST STAIR PLANS - STRUCTURAL
- Added the floor drain location for the northeast stair.
- Revised stair/elevator lobby elevation callouts to read TO wash instead of TOFF at levels B1 and 2.
- Revised TOW elevation at the front wall of the elevator shaft at level B1, 1 and 2.
- Added hatch for area of tile for the stair/elevator lobby at level 1.
- Added note “Depress Conc ½”. Refer to Arch” at level 1.
- Revised level 1 stair landing to have 3” cut out.
- Revised TOB elevation for RB13 along grid A between grids 13 and 14 at level 2.

ITEM # D11: Replace Drawing S-412, ENLARGED NORTHEAST STAIR PLANS - STRUCTURAL
- Revised TOS elevation at stair/elevator landing to 675'-1”.
- Revised TOB elevations for RB14 along grid A between grids 13 and 14 and B53 along grid 14.
- Revised stair/elevator lobby elevation callouts to read TO Wash instead of TOFF.
- Revised TOW elevation at the front elevator shaft at level 3.

ITEM # D12: Replace Drawing S-421, ENLARGED CENTER STAIR PLANS - STRUCTURAL
- Revised elevation of north and east wall of elevator shaft from 638'-7” to 637'-11”.
- Revised elevation of north and west elevator lobby walls from 635'-2” to 637'-11”.
- Revised west elevator shaft wall from temporary CMU to CIP curb at an elevation of 635'-3”.
- Added elevator door opening dimensions at levels B1 and 1.
- Removed note that HSS divider beam was NIC.
- Added section 10/S-562 in west elevator shaft wall.

ITEM # D13: Replace Drawing S-433, ENLARGED PARKING OFFICE PLANS - STRUCTURAL
- Revised level 3 center jump stair plan for new location.
- Revised floor drain locations in refuse room to the center of the room.
- Revised refuse room elevations for new floor drain locations.
- Added hatch for area of tile for the parking office lobby at level 1.
• Added note “Depress Conc ½”. Refer to Arch” at level 1.
• Added CMU wall, curb, bollards and section cut 3/S-525 at gas meters.
• Revised dimensions of north wall of refuse room.

ITEM # D14: Replace Drawing S-503, FOUNDATION DETAILS - STRUCTURAL
• Revised details 1 and 3/3A to have 8” concrete curb at the expansion joint.
• Revised details 2 and 6/6A to have concrete paving instead of brick pavers at expansion joint.
• Revised detail 4 to have expansion joint cover plate.

ITEM # D15: Replace Drawing S-504, FOUNDATION DETAILS - STRUCTURAL
• Revised details 4 and 5 to have concrete paving instead of brick pavers at expansion joint.
• Revised detail 6/6A to have 8” concrete curb at the expansion joint.

ITEM # D16: Replace Drawing S-507, FOUNDATION DETAILS - STRUCTURAL
• Revised detail 1 to include CMU above CIP wall and removed the form savers.
• Revised detail 4/4A to have 8” concrete curb at the expansion joint.

ITEM # D17: Replace Drawing S-509, FOUNDATION DETAILS - STRUCTURAL
• Revised detail 7 to include CMU above CIP wall and adjust TOW elevation.

ITEM # D18: Replace Drawing S-510, FOUNDATION DETAILS - STRUCTURAL
• Revised detail 1 to include CIP curb with permanent CMU above.

ITEM # D19: Replace Drawing S-527, STEEL DETAILS – STRUCTURAL
• Added detail 5 for steel beam connection.

ITEM # D20: Add Drawing S-528, PT FRAMING DETAILS - STRUCTURAL
• Added detail 7 for section cut through RB33 at eh northwest stair at level 1.

ITEM # D21: Replace Drawing S-621, PT BEAM & GIRDER SCHEDULES - STRUCTURAL
• Added beam B96 to beam schedule.

ITEM # D22: Replace Drawing AP-101, LEVEL B1 PLAN – ARCHITECTURAL PARKING
• Revised Space Tabulation chart.

ITEM # D23: Replace Drawing AP-104, LEVEL 3 PLAN – ARCHITECTURAL PARKING
• Revised location of center jump stair and adjusted the space count.

ITEM # D24: Replace Drawing AP-105, LEVEL 4 PLAN – ARCHITECTURAL PARKING
• Revised location of center jump stair and office entrance.
• Revised space count and dimensions of spaces.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   ☒ Lump Sum - $0.00
   ☐ Unit Price
   ☐ As follows:

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is 0 days.
When signed by the Owner and Architect (Engineer), these changes shall become effective immediately and the Contractor shall proceed with the work. The Contractor shall acknowledge and accept these instructions as a Change to the Scope of Work by signing and returning to WGI Michigan, Inc. The Contractor shall submit a breakdown of changes with supporting documentation for schedule and cost, if any, for each item (addition or deduction) within fourteen (14) days for Architect review prior to issuance of a Change Order.
The Contractor is hereby directed to make the change(s) to the Contract Documents as described herein.

**GENERAL DESCRIPTION:** Architectural updates for B1 separation, bike rack, refuse room and toilet room.

**PERTAINING TO DRAWINGS** (Dated October 16, 2019)

**A.C.003 GENERAL NOTES, MOUNTING HEIGHTS**
Added toilet room details

**A.100 LEVEL B1 PLAN**

**East Stair**
- Added burnished block pier
- Added fire rated aluminum storefront and windows
- Added fire rated glass door
- Added one pipe bollards
- Added ‘Guardrail’ components to close off bottom of stair between the underside of the stringer and the floor.
- Added access gate to space under stair.

**West Stair**
- Added burnished block pier
- Added fire rated aluminum storefront and windows
- Added fire rated glass door
- Deleted two pipe bollards
- Added ‘Guardrail’ components to close off bottom of stair between the underside of the stringer and the floor.
- Added access gate to space under stair.
- Added 003 Ramp Storage

**A.101 LEVEL 1 PLAN**
- Deleted Helix Bike Rack
- Added Round Bike Rack
- Added toilet room
- Revised Refuse Room
- Deleted Bike Racks in Bike Parking
- Deleted Housekeeping Pad in Bike Parking
A.102 LEVEL 2 PLAN
Deleted a portion of metal panels

A.103 LEVEL 3 PLAN
Deleted a portion of metal panels
Revised Jump Stair location

A.201 ELEVATIONS
Deleted Metal Panels
Added count signage

A.321 EAST STAIR PARTIAL PLANS
Added burnished block pier
Added fire rated aluminum storefront and windows
Added fire rated glass door
Added one pipe bollard
Added ‘Guardrail’ components to close off bottom of stair between the underside of the stringer and the floor.
Added access gate to space under stair.

A.324 WEST STAIR PARTIAL PLANS
Added burnished block pier
Added fire rated aluminum storefront and windows
Added fire rated glass door
Deleted two pipe bollards
Added ‘Guardrail’ components to close off bottom of stair between the underside of the stringer and the floor.
Added access gate to space under stair.

A.325 WEST STAIR PARTIAL PLANS
Added burnished block pier
Added fire rated aluminum storefront and windows
Added fire rated glass door
Deleted two pipe bollards

A.329 EXIT ACCESS STAIR PLANS AND SECTION
Relocated exit stairs

A.502 PARTIAL FLOOR PLANS
Deleted Bike Racks
Deleted Housekeeping pad

A.503 PARTIAL FLOOR PLANS
Deleted Helix Bike Rack
Added Round Bike Rack
Added Toilet room
Revised Refuse room

A.711 DOOR DETAILS AND SCHEDULE
Added head, jamb and sill details
Revised door schedule
Added room finish schedule
PERTAINING TO SPECIFICATIONS

08 4123    FIRE RATED STEEL FRAMED ENTRANCES AND STOREFRONTS
            Added specification section.

08 8117    FIRE-RATED GLASS
            Added specification section.

09 3000    TILING
            Added tile for toilet room.

09 9123    INTERIOR PAINTING
            Added specification section.

12 9313    DERO BIKE RACK
            Deleted Helix Bike Rack
            Added Round Bike Rack
            Flange mounted, hot-dipped galvanized finish, powder coated.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   ☑ Lump Sum - $0.00
   □ Unit Price
   □ As follows:

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is 0 days.

When signed by the Owner and Architect (Engineer), these changes shall become effective immediately and the Contractor shall proceed with the work. The Contractor shall acknowledge and accept these instructions as a Change to the Scope of Work by signing and returning to WGI Michigan, Inc. The Contractor shall submit a breakdown of changes with supporting documentation for schedule and cost, if any, for each item (addition or deduction) within fourteen (14) days for Architect review prior to issuance of a Change Order.
CONSTRUCTION CHANGE DIRECTIVE NO. 18.1

Project: The dot – Mixed Use Development
[The Development on Troy]
Location: Ferndale, Michigan
WGI Project #: 23179017.00
Owner: City of Ferndale
Contractor: Colasanti Construction Services, Inc.
Prepared By: Emma Floyd, E.I.
WGI Michigan, Inc.
Date of Issue: October 30, 2019

The Contractor is hereby directed to make the change(s) to the Contract Documents as described herein.

GENERAL DESCRIPTION: Updated structural drawings from CCD #18 to include the slab for monolithic construction of office level 1.

PERTAINING TO SPECIFICATIONS
No Changes

PERTAINING TO DRAWINGS (Dated October 30, 2019)

ITEM # D1: Replace Drawing S-106, OFFICE LEVEL 1 PLAN - STRUCTURAL
• Revised office floor to include the 6” monolithic slab infill.
• Revised center core shaft size.

ITEM # D2: Replace Drawing S-116, OFFICE LEVEL 1 REINFORCEMENT PLAN - STRUCTURAL
• Revised slab reinforcement from dowel bar substitutes to mild reinforcement.
• Revised E/W reinforcement to #4 @8” from #6 @18”.
• Revised center core shaft size.

ITEM # D3: Replace Drawing S-412, ENLARGED NORTHEAST STAIR PLANS - STRUCTURAL
• Added section cuts 2/S-528 and 4/S-528 on level 4 plan.

ITEM # D4: Replace Drawing S-421, ENLARGED CENTER STAIR PLANS - STRUCTURAL
• Added beam RB30 at office level 1.
• Revised center core shaft size.
• Added section cuts 6/S-528.

ITEM # D5: Add Drawing S-528, PT FRAMING DETAILS - STRUCTURAL
• Revised details 2-6 for monolithic construction including slab mild reinforcement instead of dowel bar substitutes.

ITEM # D6: Replace Drawing S-561, ENLARGED PLAN DETAILS - STRUCTURAL
• Revised detail 7 for monolithic construction including slab mild reinforcement instead of dowel bar substitutes.
PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - [ ] Lump Sum - $0.00
   - [ ] Unit Price
   - [ ] As follows:

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is 0 days.

When signed by the Owner and Architect (Engineer), these changes shall become effective immediately and the Contractor shall proceed with the work. The Contractor shall acknowledge and accept these instructions as a Change to the Scope of Work by signing and returning to WGI Michigan, Inc. The Contractor shall submit a breakdown of changes with supporting documentation for schedule and cost, if any, for each item (addition or deduction) within fourteen (14) days for Architect review prior to issuance of a Change Order.
CONSTRUCTION CHANGE DIRECTIVE NO. 19.1

Project: The dot – Mixed Use Development
[The Development on Troy]
Location: Ferndale, Michigan
WGI Project #: 23179017.00
Owner: City of Ferndale
Contractor: Colasanti Construction Services, Inc.
Prepared By: Emma Floyd, E.I.
WGI Michigan, Inc.
Date of Issue: October 31, 2019

The Contractor is hereby directed to make the change(s) to the Contract Documents as described herein.

GENERAL DESCRIPTION: Updated structural drawings for the new east stair, refuse room updates and other miscellaneous changes.

PERTAINING TO SPECIFICATIONS
No Changes

PERTAINING TO DRAWINGS (Dated October 31, 2019)

ITEM # D1: Replace Drawing S-104, LEVEL 3 PLAN - STRUCTURAL
  • Added walls at new east stair location.
  • Added section cut 4/S-522 along grid 4 and revised location of section cut 1A/S-521.
  • Added TOW elevation call outs at east stair.

ITEM # D2: Replace Drawing S-201, FRAMING ELEVATIONS - STRUCTURAL
  • Revised Z-girt height on the east elevation and Z-girt locations on the west elevation.

ITEM # D3: Replace Drawing S-403, ENLARGED NORTHWEST STAIR PLANS - STRUCTURAL
  • Revised TOB elevations along grids A and 1.5 for levels 3 and 4.
  • Revised beam along grid 2.8 to RB35 at level 4.
  • Revised beam along grid 3 to B40-S at level 4.

ITEM # D4: Replace Drawing S-411, ENLARGED NORTHEAST STAIR PLANS - STRUCTURAL
  • Revised level B1 and level 2 wall dimensions to match architectural drawings.
  • Revised level 2 door dimensions to match architectural drawings.

ITEM # D5: Replace Drawing S-433, ENLARGED PARKING OFFICE PLANS - STRUCTURAL
  • Removed the wall over RB27 along grid A.6 in the refuse room.
  • Removed the bollards in the refuse room.
  • Added the thickened slab and reinforcement for the thickened slab for the winch in the refuse room.
  • Added section cut 3/S-508 through thickened slab.
  • Revised width of skid plates to 6’-6”.
ITEM # D6: Replace Drawing S-508, FOUNDATION DETAILS - STRUCTURAL
• Added detail 3 for the thickened slab.

ITEM # D7: Replace Drawing S-528, PT FRAMING DETAILS - STRUCTURAL
• Revised detail 1 to remove couplers and include a CIP and CMU wall for the east stair.
• Revised detail 8 to remove couplers and include a CMU wall for the east stair.

ITEM # D8: Replace Drawing S-621, PT BEAM & GIRDER SCHEDULES - STRUCTURAL
• Revised beam mark B40 to B40/B40-S.

ITEM # D9: Replace Drawing S-631, RC BEAM SCHEDULES & DETAILS - STRUCTURAL
• Revised beam mark RB35.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   ☑ Lump Sum - $0.00
   ☐ Unit Price
   ☐ As follows:

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is 0 days.

When signed by the Owner and Architect (Engineer), these changes shall become effective immediately and the Contractor shall proceed with the work. The Contractor shall acknowledge and accept these instructions as a Change to the Scope of Work by signing and returning to WGI Michigan, Inc. The Contractor shall submit a breakdown of changes with supporting documentation for schedule and cost, if any, for each item (addition or deduction) within fourteen (14) days for Architect review prior to issuance of a Change Order.

WGI Michigan, Inc.  City of Ferndale  Colasanti Construction Services, Inc.
ARCHITECT  (Firm Name)  OWNER  (Firm Name)  CONTRACTOR  (Firm Name)
5136 Lovers Lane, Suite 200  300 East Nine Mile Road  407 E. Fort Street, Suite 104
Kalamazoo, MI 49002  Ferndale, Michigan 48220  Detroit, MI 48226

ADDRESS  ADDRESS  ADDRESS

BY  (Signature)  BY  (Signature)  BY (Signature)
Emma Floyd  Joseph Gacioch  (Typed Name)  (Typed Name)  (Typed Name)
(Typed Name)  (Typed Name)  (Typed Name)

10/31/2019  DATE  DATE  DATE
CONSTRUCTION CHANGE DIRECTIVE NO. 20.1

Project: The dot – Mixed Use Development
        [The Development on Troy]
Location: Ferndale, Michigan
WGI Project #: 23179017.00
Owner: City of Ferndale
Contractor: Colasanti Construction Services, Inc.
Prepared By: Dan Mooney, AIA & Heather Buffone, NCIDQ
            Edge Design Associates
Date of Issue: November 28, 2019

The Contractor is hereby directed to make the change(s) to the Contract Documents as described herein.

GENERAL DESCRIPTION: Updated architectural drawings at level 1 wall near southwest storage.

PERTAINING TO SPECIFICATIONS

No Changes

PERTAINING TO DRAWINGS (Dated November 27, 2019)

ITEM # D1: Replace Drawing A.101, LEVEL 1 PLAN - ARCHITECTURAL
            • Added wall near southwest storage areas.

ITEM # D2: Replace Drawing A.502, PARTIAL FLOOR PLANS
            • Added wall in detail 1/A.502.
            • Added Additional Wall Type Legend.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   □ Lump Sum - $0.00
   □ Unit Price
   □ As follows:

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is 0 days.

When signed by the Owner and Architect (Engineer), these changes shall become effective immediately and the Contractor shall proceed with the work. The Contractor shall acknowledge and accept these instructions as a Change to the Scope of Work by signing and returning to WGI Michigan, Inc. The Contractor shall submit a breakdown of changes with supporting documentation for schedule and cost, if any, for each item (addition or deduction) within fourteen (14) days for Architect review prior to issuance of a Change Order.

WGI Michigan, Inc. City of Ferndale Colasanti Construction Services, Inc.
The dot – Mixed Use Development
[The Development on Troy]

Construction Change Directive No. 20.1
November 28, 2019

ARCHITECT (Firm Name)
5136 Lovers Lane, Suite 200
Kalamazoo, MI 49002
ADDRESS

OWNER (Firm Name)
300 East Nine Mile Road
Ferndale, Michigan 48220
ADDRESS

CONTRACTOR (Firm Name)
407 E. Fort Street, Suite 104
Detroit, MI 48226
ADDRESS

BY (Signature)
Emma Floyd
(Typed Name)
11/14/2019
DATE

BY (Signature)
Joseph Gacioch
(Typed Name)

BY (Signature)

DATE
The Contractor is hereby directed to make the change(s) to the Contract Documents as described herein.

GENERAL DESCRIPTION: Updated structural drawings for the addition of a precast façade, the new east stair opening and other miscellaneous items.

PERTAINING TO SPECIFICATIONS
No Changes

PERTAINING TO DRAWINGS (Dated November 20, 2019)

ITEM # D1: Replace Drawing S-106, OFFICE LEVEL 1 PLAN - STRUCTURAL
- Updated beam markups along grids 8.5, 9.5, 10.5, 11.5, 12.5 and 13.
- Added slab opening for new east stair.
- Added reinforced beams at new east stair.
- Added columns along grid 12.5 at grids A and B.
- Revised section cut along south edge to 6A/S-528.
- Added façade elements note.

ITEM # D2: Replace Drawing S-114, LEVEL 3 REINFORCEMENT PLAN - STRUCTURAL
- Revised slab CGS to the east and west of the center elevator and by the northeast stair.

ITEM # D3: Replace Drawing S-116, OFFICE LEVEL 1 REINFORCEMENT PLAN - STRUCTURAL
- Added slab opening for new east stair and updated slab steel arrangement around opening.
- Added columns along grid 12.5 at grids A and B.

ITEM # D4: Replace Drawing S-201, FRAMING ELEVATIONS - STRUCTURAL
- Added column at grid 12.5 in the North Framing Elevation detail.

ITEM # D5: Replace Drawing S-301, BUILDING SECTIONS - STRUCTURAL
- Added column at grid 12.5 in the Building Section at Grid B-B.3 Looking North detail.

ITEM # D6: Replace Drawing S-421, ENLARGED CENTER STAIR PLANS - STRUCTURAL
- Revised beam mark to RB02 at the elevator shaft.
ITEM # D7: Replace Drawing S-528, PT FRAMING DETAILS - STRUCTURAL
  • Added detail 6A for façade elements.

ITEM # D8: Replace Drawing S-612, CIP COLUMN SCHEDULE - STRUCTURAL
  • Added column C28 to the CIP Column Schedule.

ITEM # D9: Replace Drawing S-621, PT BEAM & GIRDER SCHEDULES - STRUCTURAL
  • Revised beam marks B02, B03, B11, B20, B21, B26, B27, B29, B30, B67, B69 and B74 in the PT Beam Schedule.
  • Revised girder marks G10 and G31-G39 in the PT Girder Schedule.

ITEM # D10: Replace Drawing S-631, RC BEAM SCHEDULES & DETAILS - STRUCTURAL
  • Revised beam marks RB06, RB21, RB22 and RB 49 to the Reinforced Concrete Beam Schedule.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - Lump Sum - $0.00
   - Unit Price
   - As follows:

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is 0 days.

When signed by the Owner and Architect (Engineer), these changes shall become effective immediately and the Contractor shall proceed with the work. The Contractor shall acknowledge and accept these instructions as a Change to the Scope of Work by signing and returning to WGI Michigan, Inc. The Contractor shall submit a breakdown of changes with supporting documentation for schedule and cost, if any, for each item (addition or deduction) within fourteen (14) days for Architect review prior to issuance of a Change Order.
CONSTRUCTION CHANGE DIRECTIVE NO. 22

Project: The dot – Mixed Use Development

[The Development on Troy]

Location: Ferndale, Michigan

WGI Project #: 23179017.00

Owner: City of Ferndale

Contractor: Colasanti Construction Services, Inc.

Prepared By: Emma Floyd, E.I.

WGI Michigan, Inc.

Date of Issue: November 28, 2019

The Contractor is hereby directed to make the change(s) to the Contract Documents as described herein.

GENERAL DESCRIPTION: Updated structural beam/girder schedule.

PERTAINING TO SPECIFICATIONS

No Changes

PERTAINING TO DRAWINGS (Dated November 27, 2019)

ITEM # D1: Replace Drawing S-621, PT BEAM & GIRDER SCHEDULES - STRUCTURAL

• Revised beam mark B73 in the PT Beam Schedule.
• Revised girder marks G51 and G52 in the PT Girder Schedule.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   ☑ Lump Sum - $0.00
   ☐ Unit Price
   ☐ As follows:

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is 0 days.

When signed by the Owner and Architect (Engineer), these changes shall become effective immediately and the Contractor shall proceed with the work. The Contractor shall acknowledge and accept these instructions as a Change to the Scope of Work by signing and returning to WGI Michigan, Inc. The Contractor shall submit a breakdown of changes with supporting documentation for schedule and cost, if any, for each item (addition or deduction) within fourteen (14) days for Architect review prior to issuance of a Change Order.

WGI Michigan, Inc. City of Ferndale Colasanti Construction Services, Inc.
ARCHITECT (Firm Name) OWNER (Firm Name) CONTRACTOR (Firm Name)

5136 Lovers Lane, Suite 200 300 East Nine Mile Road 407 E. Fort Street, Suite 104
<table>
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<tr>
<th>Kalamazoo, MI 49002</th>
<th>Ferndale, Michigan 48220</th>
<th>Detroit, MI 48226</th>
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<td>BY (Signature)</td>
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<td>Emma Floyd</td>
<td>Joseph Gacioch</td>
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CONSTRUCTION CHANGE DIRECTIVE NO. 23

Project: The dot – Mixed Use Development
[The Development on Troy]
Location: Ferndale, Michigan
WGI Project #: 23179017.00
Owner: City of Ferndale
Contractor: Colasanti Construction Services, Inc.
Prepared By: John Berbiglia, PE & Gary Minito
Berbiglia Associates, Inc.
Date of Issue: December 20, 2019

The Contractor is hereby directed to make the change(s) to the Contract Documents as described herein.

GENERAL DESCRIPTION: Plumbing, mechanical and electrical updates.

PERTAINING TO SPECIFICATIONS

MECHANICAL SPECIFICATIONS:
1. Refer to specification section 223300 ELECTRIC DOMESTIC WATER HEATERS:
   A. Added specification section.
2. Refer to specification section 224200 COMMERCIAL PLUMBING FIXTURES:
   A. Added specification section.
3. Refer to specification section 233423 HVAC POWER VENTILATORS:
   A. Added specification section.
4. Refer to specification section 237413 PACKAGED ROOFTOP UNITS:
   A. Added specification section.
5. Refer to specification section 238126 SPLIT-SYSTEM AIR-CONDITIONERS:
   A. Added specification section.

PERTAINING TO DRAWINGS (Dated December 20, 2019)

MECHANICAL DRAWINGS:
1. Refer to sheet M100 (REISSUED):
   A. Added ventilation system in Water Service Room as shown on drawing.
   B. Revised Mechanical Key Notes #12, #13 and #16 as noted on drawing.
   C. Added Mechanical Key Notes #38-#40.
2. Refer to sheet M101 (REISSUED):
   A. Added exhaust fan (EF-6) and associated ductwork in Office Toilet Room as shown on drawing.
   B. Revised Mechanical Key Notes #12, #13 and #16 as noted on drawing.
   C. Added Mechanical Key Notes #38-#40.

3. Refer to sheet M1003 (REISSUED):
   A. Deleted AC-3 and ACCU-3 serving East Elevator shaft.
   B. Added supply air and return air duct to East Elevator shaft as shown on drawing.
   C. Revised Mechanical Key Notes #12, #13 and #16 as noted on drawing.
   D. Added Mechanical Key Notes #38-#40.

4. Refer to sheet M104 (REISSUED):
   A. Revised AC-4 and ACCU-4 serving West Elevator shaft as shown on Level 4 Plan-Mechanical drawing.
   B. Added supply air and return air duct to East Elevator shaft as shown on Level 4 Plan-Mechanical drawing.
   C. Added Level 5 Partial Plan-Mechanical with supply air and return air duct serving RTU-1 and East Elevator shaft shown.
   D. Added Level 5 Roof Partial Plan-Mechanical with RTU-1 serving East Elevator shaft shown.
   E. Revised Mechanical Key Notes #12, #13 and #16 as noted on drawing.
   F. Added Mechanical Key Notes #38-#40.

5. Refer to sheet M501 (REISSUED):
   A. Added EF-6 and EF-7 to Fan Schedule.
   B. Deleted AC-3 and AC-4 to Split Air Conditioning Unit Schedule.
   C. Added Air Conditioning Unit Schedule with AC-4.
   D. Added Air Cooled Condensing Unit Schedule with ACCU04.
   E. Added Rooftop Unit Schedule with RTU-1.

6. Refer to sheet M601 (REISSUED):
   A. Added Exhaust Fan (EF-7) Control Diagram as shown on drawing.

7. Refer to sheet P100 (REISSUED):
   A. Added sanitary plumbing for floor drain for FD-2 as shown.
   B. Added Plumbing Key Notes #29-#30.

8. Refer to sheet P101 (REISSUED):
   A. Added plumbing fixtures and associated plumbing piping as shown.
   B. Added electric water heater and associated plumbing piping as shown.
   C. Added 1 ½” cold water to serve Office Toilet Room as shown.
   D. Added Plumbing Key Notes #29-#30.

9. Refer to sheet P501 (REISSUED):


A. Added Floor Drain (FD-2), Water Closer (WC-1) and Lavatory (LAV-1) to Plumbing Fixture Schedule as noted.
B. Added Domestic Water Heater (Electric) Schedule for EWH-1 as shown.

ELECTRICAL DRAWINGS:

1. Refer to sheet E402 (REISSUED):
   A. Revised West Elevator Equipment Room Level 2 Plan as indicated.
   B. Revised East Elevator Equipment Room Level 2 Plan as indicated.
   C. Revised Key Notes as indicated.

2. Refer to sheet E403 (REISSUED):
   A. Revised Level 3 Plan – Power and Systems as indicated.
   B. Revised Key Notes as indicated.

3. Refer to sheet E404 (REISSUED):
   A. Revised Level 4 Plan – Power and Systems as indicated.
   B. Revised Key Notes as indicated.

4. Refer to sheet E500 (REISSUED):
   A. Revised Level B1 Water Room Enlarged Plan - Electrical as indicated.
   B. Revised Level 1 Enlarged Plan - Electrical as indicated.
   C. Revised Key Notes as indicated.

5. Refer to sheet E600 (REISSUED):
   A. Added Motorized Smoke Damper Wiring Diagram as indicated.

6. Refer to sheet E604 (REISSUED):
   A. Revised Power Riser Diagram as indicated.

7. Refer to sheet E700 (REISSUED):
   A. Revised Power Panel PP-SBAA schedule as indicated.
   B. Added Wireway-1 and Wireway-2 schedules as indicated.

8. Refer to sheet E701 (REISSUED):
   A. Revised Panel RP-A schedule as indicated.
   B. Revised Panel RP-B schedule as indicated.
   C. Revised Panel RP-SBB schedule as indicated.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - [X] Lump Sum - $0.00
   - [ ] Unit Price
   - [ ] As follows:

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is 0 days.
When signed by the Owner and Architect (Engineer), these changes shall become effective immediately and the Contractor shall proceed with the work. The Contractor shall acknowledge and accept these instructions as a Change to the Scope of Work by signing and returning to WGI Michigan, Inc. The Contractor shall submit a breakdown of changes with supporting documentation for schedule and cost, if any, for each item (addition or deduction) within fourteen (14) days for Architect review prior to issuance of a Change Order.
CONSTRUCTION CHANGE DIRECTIVE NO. 24.1

Project: The dot – Mixed Use Development
[The Development on Troy]
Location: Ferndale, Michigan
WGI Project #: 23179017.00
Owner: City of Ferndale
Contractor: Colasanti Construction Services, Inc.
Prepared By: Emma Floyd, E.I.
WGI Michigan, Inc.
Date of Issue: December 20, 2019

The Contractor is hereby directed to make the change(s) to the Contract Documents as described herein.

GENERAL DESCRIPTION: Updated miscellaneous items on architectural parking and structural drawings.

PERTAINING TO SPECIFICATIONS
No Changes

PERTAINING TO DRAWINGS (Dated December 20, 2019)

ITEM # D1: Replace Drawing AP101, LEVEL B1 PLAN – ARCHITECTURAL PARKING
- Added R13 sign to space at grids C-4.

ITEM # D2: Replace Drawing AP513, SIGNAGE DETAILS – ARCHITECTURAL PARKING
- Revised detail 9 Sign Detail.

ITEM # D3: Replace Drawing S-106, OFFICE LEVEL 1 PLAN - STRUCTURAL
- Revised east stair opening dimensions.

ITEM # D4: Replace Drawing S-412, ENLARGED NORTHEAST STAIR PLANS - STRUCTURAL
- Revised level 4 dimensions.
- Revised level 3 shaft to show dimensions.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - [X] Lump Sum - $0.00
   - [ ] Unit Price
   - [ ] As follows:

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is 0 days.

When signed by the Owner and Architect (Engineer), these changes shall become effective immediately and the Contractor shall proceed with the work. The Contractor shall acknowledge and accept these
instructions as a Change to the Scope of Work by signing and returning to WGI Michigan, Inc. The Contractor shall submit a breakdown of changes with supporting documentation for schedule and cost, if any, for each item (addition or deduction) within fourteen (14) days for Architect review prior to issuance of a Change Order.

WGI Michigan, Inc.  
ARCHITECT (Firm Name)  
5136 Lovers Lane, Suite 200  
Kalamazoo, MI 49002  
ADDRESS  
BY (Signature)  
Emma Floyd  
(Typed Name)  
12/20/2019  
DATE  

City of Ferndale  
OWNER (Firm Name)  
300 East Nine Mile Road  
Ferndale, Michigan 48220  
ADDRESS  
BY (Signature)  
Joseph Gacioch  
(Typed Name)  
DATE  

Colasanti Construction Services, Inc.  
CONTRACTOR (Firm Name)  
407 E. Fort Street, Suite 104  
Detroit, MI. 48226  
ADDRESS  
BY (Signature)  
DATE  

WGI MICHIGAN, INC.  
PROJECT NO. 23179017.00  
Page CCD24.1 - 2
The Contractor is hereby directed to make the change(s) to the Contract Documents as described herein.

GENERAL DESCRIPTION: Updated structural beam/girder schedule.

PERTAINING TO SPECIFICATIONS

No Changes

PERTAINING TO DRAWINGS (Dated December 16, 2019)

ITEM # D1: Replace Drawing AP101, LEVEL B1 PLAN – ARCHITECTURAL PARKING
  • Revised Space Tabulation Table.
  • Added R13 to the Regulatory Signs Table.

ITEM # D2: Replace Drawing AP102, LEVEL 1 PLAN – ARCHITECTURAL PARKING
  • Added R13 to the Regulatory Signs Table.

ITEM # D3: Replace Drawing AP103, LEVEL 2 PLAN – ARCHITECTURAL PARKING
  • Revised parking space layout near center elevator for future lobby.
  • Added R13 to the Regulatory Signs Table.

ITEM # D4: Replace Drawing AP104, LEVEL 3 PLAN – ARCHITECTURAL PARKING
  • Revised parking space layout near center elevator for future lobby.
  • Added R12 signs at spaces near center elevator.
  • Revised parking space layout along ramp up to level 4.
  • Added R12 signs along ramp up to level 4.
  • Added R13 to the Regulatory Signs Table.

ITEM # D5: Replace Drawing AP105, LEVEL 4 PLAN – ARCHITECTURAL PARKING
  • Revised parking space layout along ramp down to level 3.
  • Added R12 signs along ramp down to level 3.
  • Added R13 signs along ramp.
  • Added bollards at hatched area.
  • Added R13 to the Regulatory Signs Table.
ITEM # D6: Replace Drawing AP401, ENLARGED PLANS – ARCHITECTURAL PARKING
  • Added R13 to the Regulatory Signs Table.

ITEM # D7: Replace Drawing AP411, ENLARGED PLANS – ARCHITECTURAL PARKING
  • Added R13 to the Regulatory Signs Table.

ITEM # D8: Replace Drawing AP513, SIGNAGE DETAILS – ARCHITECTURAL PARKING
  • Added detail 14 Sign Detail.

ITEM # D9: Replace Drawing S-001, GENERAL NOTES - STRUCTURAL
  • Revised General Notes section 1.4.

ITEM # D10: Replace Drawing S-004, LOAD MAPS - STRUCTURAL
  • Revised Load Schedule marks H and J.
  • Added Load Schedule marks M and N.
  • Revised table notes 9 and 10.

ITEM # D11: Replace Drawing S-005, LOAD MAPS - STRUCTURAL
  • Revised Load Schedule marks H and J.
  • Added Load Schedule marks M and N.
  • Revised table notes 9 and 10.

ITEM # D12: Replace Drawing S-006, LOAD MAPS - STRUCTURAL
  • Revised Load Schedule marks H and J.
  • Added Load Schedule marks M and N.
  • Revised table notes 9 and 10.
  • Revised office level 1, office level 2 and office roof plan load maps.

ITEM # D13: Replace Drawing S-104, LEVEL 3 PLAN - STRUCTURAL
  • Revised wash layout near northeast stair.
  • Added wall along grid 13 at east stair.

ITEM # D14: Replace Drawing S-105, LEVEL 4 PLAN - STRUCTURAL
  • Added bollards along ramp.
  • Added pilasters for site lighting and detail 11/S-511 callout along grid 1.
  • Added top of column elevations for new pilasters.

ITEM # D15: Replace Drawing S-106, OFFICE LEVEL 1 PLAN - STRUCTURAL
  • Added bollard near grid A and revised bollard spacing.
  • Removed section cut 5/S-521 for barrier strand connection.
  • Revised wash along grid A from 7-7.5.
  • Removed slab depression between grids 7.5-8 near grid A.
  • Revised section cut 7A/S-561 to 10/S-528 between grids 8-9 along grid A.
  • Revised cantilever length south of grid B to 9'-3".
  • Added floor drains at northeast slab depression.
  • Added slab openings along grid 14 between grids A.3 and A.5.

ITEM # D16: Replace Drawing S-114, LEVEL 3 REINFORCEMENT PLAN - STRUCTURAL
  • Added wall along grid 13 at east stair.
ITEM # D17: Replace Drawing S-116, OFFICE LEVEL 1 REINFORCEMENT PLAN - STRUCTURAL
  • Removed slab depression at northwest corner.
  • Added floor drains at northeast slab depression.

ITEM # D18: Replace Drawing S-201, FRAMING ELEVATIONS - STRUCTURAL
  • Removed barrier strand between grids 7 and 8 on level 4/office level 1.

ITEM # D19: Replace Drawing S-412, ENLARGED NORTHEAST STAIR PLANS - STRUCTURAL
  • Added east stair to detail 1 Level 3 – NE Stair Plan.
    ▪ Revised section cuts through east stair and storage room walls.
    ▪ Revised TOW elevations.
    ▪ Revised wash at grid B.
  • Revised wash at northeast stair.
  • Added note SIM to section cuts 4&5/S-561 at the north elevator shaft wall on level 3.
  • Added floor drains and dimensions in slab depression on level 4.
  • Revised hoist beam to W6x15.
  • Added slab openings along grid 14 on level 4.
  • Removed note SIM from section cut 4/S-528 along grid 14 on level 4.

ITEM # D20: Replace Drawing S-511, CIP COLUMN DETAILS - STRUCTURAL
  • Added detail 11 Stub Column Detail.

ITEM # D21: Replace Drawing S-528, PT FRAMING DETAILS - STRUCTURAL
  • Added details 9-11.
  • Revised detail 8 to add curb.
  • Revised detail 4 to add CMU curb with dowels.
  • Revised detail 2 to add CMU curb with dowels.
  • Revised detail 1 to add horizontal wall reinforcement and cove sealant.

ITEM # D22: Replace Drawing S-561, ENLARGED PLAN DETAILS - STRUCTURAL
  • Removed detail 7A and notes related to 7A.

ITEM # D23: Replace Drawing S-562, ENLARGED PLAN DETAILS - STRUCTURAL
  • Revised detail 3 embed plate and hoist beam.
  • Revised detail 4 connection plate, bolt and hoist beam.

ITEM # D24: Replace Drawing S-631, RC BEAM SCHEDULES AND DETAILS - STRUCTURAL
  • Revised reinforced beam RB36 in the Reinforced Concrete Beam Schedule.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   ☒ Lump Sum - $0.00
   ☐ Unit Price
   ☐ As follows:

2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is 0 days.

When signed by the Owner and Architect (Engineer), these changes shall become effective immediately and the Contractor shall proceed with the work. The Contractor shall acknowledge and accept these instructions as a Change to the Scope of Work by signing and returning to WGI Michigan, Inc. The Contractor shall submit a breakdown of changes with supporting documentation for schedule and cost, if
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WGI Michigan, Inc.          City of Ferndale          Colasanti Construction Services, Inc.
ARCHITECT (Firm Name)       OWNER (Firm Name)       CONTRACTOR (Firm Name)
5136 Lovers Lane, Suite 200 300 East Nine Mile Road 407 E. Fort Street, Suite 104
Kalamazoo, MI 49002          Ferndale, Michigan 48220 Detroit, MI 48226
ADDRESS

BY (Signature)
Emma Floyd
(Typed Name)
12/16/2019
DATE

BY (Signature)
Joseph Gacioch
(Typed Name)
DATE

BY (Signature)
DATE
CONSTRUCTION CHANGE DIRECTIVE NO. 25

Project: The dot – Mixed Use Development
[The Development on Troy]
Location: Ferndale, Michigan
WGI Project #: 23179017.00
Owner: City of Ferndale
Contractor: Colasanti Construction Services, Inc.
Prepared By: Emma Floyd, E.I.
WGI Michigan, Inc.
Date of Issue: January 14, 2020

The Contractor is hereby directed to make the change(s) to the Contract Documents as described herein.

GENERAL DESCRIPTION: Updated Northwest stair roof beam for proper hoistway clearance.

PERTAINING TO SPECIFICATIONS
No Changes

PERTAINING TO DRAWINGS (Dated January 14, 2020)

ITEM # D1: Replace Drawing S-403, ENLARGED NORTHWEST STAIR PLANS - STRUCTURAL
• Revised reinforced beam along grid 2.8 to RB50 at the roof level.

ITEM # D2: Replace Drawing S-631, RC BEAM SCHEDULES & DETAILS - STRUCTURAL
• Added beam RB50 to the Reinforced Concrete Beam Schedule.

PROPOSED ADJUSTMENTS

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WGI Michigan, Inc. City of Ferndale Colasanti Construction Services, Inc.
ARCHITECT (Firm Name) OWNER (Firm Name) CONTRACTOR (Firm Name)
CONSTRUCTION CHANGE DIRECTIVE NO. 16.1

Project: The dot – Mixed Use Development
[The Development on Troy]
Location: Ferndale, Michigan
WGI Project #: 23179017.00
Owner: City of Ferndale
Contractor: Colasanti Construction Services, Inc.
Prepared By: Dan Mooney, AIA & Heather Buffone, NCIDQ
Edge Design Associates
Date of Issue: December 11, 2019

The Contractor is hereby directed to make the change(s) to the Contract Documents as described herein.

GENERAL DESCRIPTION: Added spec section for toilet room accessories.

PERTAINING TO SPECIFICATIONS

10 2800 TOILET AND BATH ACCESSORIES
Added specification section.

PERTAINING TO DRAWINGS
No Changes

PROPOSED ADJUSTMENTS

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5136 Lovers Lane, Suite 200 300 East Nine Mile Road 407 E. Fort Street, Suite 104
Kalamazoo, MI 49002 Ferndale, Michigan 48220 Detroit, MI. 48226
ADDRESS ADDRESS ADDRESS

Form #PM-11J
The dot – Mixed Use Development  
[The Development on Troy]  

Construction Change Directive No. 16.1  
December 11, 2019

BY (Signature)  
Emma Floyd  
( Typed Name)  
12/11/2019  
DATE

BY (Signature)  
Joseph Gacioch  
( Typed Name)  

BY (Signature)  

DATE

BY (Signature)  

DATE

BY (Signature)  

DATE