

City Council

Regular Meeting Agenda

Monday, October 3, 2016
7:00 p.m., Council Chambers



1. Call to Order
2. Invocation – Pastor Craig Massey – Hope Reformed Church
3. Roll Call
4. Approval of Agenda
5. **Consent Agenda: Items A through F (Roll Call Vote Required)**

(All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. Unless requested by a Council Member or a citizen, there will be no separate discussion on these items. If discussion is required regarding an item, that item will be removed from the Consent Agenda and considered separately.)

- A. Council will be asked to approve the regular City Council minutes for September 19, 2016.
- B. Council will be asked to approve invoices totaling \$5,698,348.54 for the period ending October 2, 2016 to be approved and forwarded to the Clerk and Treasurer for payment.
- C. Council will be asked approve the State of Michigan Salt Bid for the 2016/17 winter season with Morton Salt, Inc. of Chicago, Illinois, for 700 tons of salt at \$48.43 per ton, delivered, for a total amount of \$33,894.00.
- D. Council will be asked to approve the payments for bond issuance costs to (1) Dickinson Wright in the amount of \$39,500.00 and (2) Robert W. Baird & Co. in the amount of \$33,575.00.
- E. Council will be asked to take the following actions with regard to the purchase of new City vehicles:
 - 1) Award the purchase of the four vehicles described in this item's supporting documentation to Woodhams Ford in the amount of \$101,077.44.
 - 2) Award the purchase of one F-350 with service body to Fox Ford in the amount of \$37,541.00.
- F. Council will be asked to accept the following meeting minutes:
 - 1) April 12, 2016 Parks Commission minutes;
 - 2) August 8, 2016 Brownfield Redevelopment Authority minutes;
 - 3) August 8, 2016 Local Development Finance Authority minutes;
 - 4) August 9, 2016 Parks Commission workshop minutes.

If a member of the public wishes to address any of the following items listed on the agenda, they will be given a chance to speak prior to Council discussing the item. They will be given up to 5 minutes to address their concerns.

NEW BUSINESS

6. Council will be asked to consider a motion to approve the change in the city's banking services provider, from Fifth Third Bank to Huntington Bank.
7. Council will be asked to consider a motion to introduce an ordinance amendment which, if approved, would allow for the continued operation of off road vehicles (ORV) on public streets.
8. Council will be asked to approve Special Event 2016-42, South Haven Festival of Cars / Kruisin' for Kylie, to be held on June 3, 2017 at the Huron Street parking lot and pavilion and from Hogan's Alley to Café Julia, from 5:30 a.m. until 4:00 p.m.
9. Interested Citizens in the Audience Will Be Heard on Items Not on the Agenda
10. City Manager's Comments
11. Mayor and Councilperson's Comments
12. Adjourn

RESPECTFULLY SUBMITTED,



Brian Dissette, City Manager

City Council

Regular Meeting Minutes

Monday, September 19, 2016
7:00 p.m., Council Chambers



1. **Call to Order by Mayor Burr at 7:02 p.m.**
2. **Invocation – Rev. Aaron Cobbs – Spiritual Church of Christ**
3. **Proclamation for Pastor Joe Wilkins**
4. **Roll Call**

Present: Jeff Arnold, Andy Klavins, Vickiy Kozlik-Wall, Steve Schlack, Scott Smith, Robert Burr

Absent: Clark Gruber

Moved by Arnold, seconded by Klavins, to excuse Councilmember Gruber due to personal reasons.

Voted Yes: All. Motion carried.

5. **Approval of Agenda**

Moved by Kozlik-Wall, seconded by Smith, to approve the agenda.

Voted Yes: All. Motion carried.

6. **Consent Agenda: Items A through I (Roll Call Vote Required)**

Moved by Smith, seconded by Arnold, to approve the Consent Agenda as follows:

- A. Council will be asked to approve the regular City Council minutes for September 6, 2016.
- B. Council will be asked to approve invoices totaling \$2,617,138.33 for the period ending September 18, 2016 be approved and forwarded to the Clerk and Treasurer for payment.
- C. Council will be asked to approve an invoice from Compton Excavating in the amount of \$22,278.42 for emergency repairs to the fire hydrant at the corner of Le Grange and Aylworth.
- D. Council will be asked to approve the master planning contract for Main Street Planning Company in the amount of \$47,000, plus expenses.
- E. Council will be asked to approve Resolution 2016-81, a resolution to designate William Hunter as the single Street Administrator for the City of South Haven in all transactions with the State Transportation Department as provided in Section 13 of the Act.

- F. Council will be asked to approve a professional services agreement with Abonmarche to begin implementing the planned Water Street Streetscape Improvements.
- G. Council will be asked to award the purchase of three SR 7 Revised Bumper Cranes to Sto-away Power Cranes, Inc. of Crown Point, Indiana in the amount of \$22,147.98 per Quotation No. 0550579555CC.
- H. Council will be asked to approve an engineering services proposal for Digester Mixing Improvements Design with Hubbell, Roth and Clark, Inc. of Grand Rapids, Michigan in the amount of \$25,600.
- I. Council will be asked to approve the following meeting minutes:
 - 1) March 22, 2016 South Haven Area Recreation Authority minutes;
 - 2) July 14, 2016 Board of Public Utilities minutes

A Roll Call Vote was taken:

Yeas: Arnold, Klavins, Kozlik-Wall, Steve Schlack, Smith, Burr

Nays: None

Motion carried.

OLD BUSINESS

- 7. Council will be asked to consider adoption of an ordinance amendment which tightens the penalties for violations of the fireworks ordinance.**

City Manager Brian Dissette summarized the current ordinance, along with the proposed changes. Mr. Dissette also mentioned a previously approved resolution of support for amendment to or repeal of the current State of Michigan consumer fireworks law.

Moved by Kozlik-Wall, seconded by Arnold, to consider adoption of an ordinance amendment which tightens the penalties for violations of the fireworks ordinance.

Voted Yes: All. Motion carried.

- 8. Council will be asked to consider adoption of an ordinance to protect animals in unattended motor vehicles.**

Acting Police Chief Natalie Thompson and Officer Michaela Pauly summarized the proposed ordinance, as well as the need for protection of vulnerable animals. Lisa Galdikas of the Al-Van Humane Society also spoke in support of the proposed ordinance.

Moved by Smith, seconded by Arnold, to consider adoption of an ordinance to protect animals in unattended motor vehicles.

Voted Yes: All. Motion carried.

NEW BUSINESS

- 9. Council will be asked to consider approval of the following resolutions, which provide the legal authority to move forward with the next piece of funding the city's 2016 capital improvement projects:**

City Manager Dissette briefed the Council on this step in the capital improvement funding process, as well as explained a refinancing option that the City is taking advantage of regarding 2007 project bonds.

A. Resolution 2016-82, a resolution to authorize issuance of general obligation limited tax and refunding bonds, series 2016 (GOLT Bonds.)

Moved by Arnold, seconded by Kozlik-Wall, to approve Resolution 2016-82, a resolution to authorize issuance of general obligation limited tax and refunding bonds, series 2016 (GOLT Bonds).

Voted Yes: All. Motion carried.

B. Resolution 2016-83, a resolution to authorize issuance of Michigan transportation fund bonds, series 2016 (MTF Bonds.)

Moved by Smith, seconded by Klavins, to approve Resolution 2016-83, a resolution to authorize issuance of Michigan transportation fund bonds, series 2016 (MTF Bonds).

Voted Yes: All. Motion carried.

10. Council will be asked to approve Resolution 2016-84, a resolution amending the Gift Policy for the City of South Haven.

Public Works Director Bill Hunter explained that the last update to the Gift Policy was made in 2004. The proposed update presents a much more robust and clarified policy.

Rosalie Plechaty, 559 Monrie Boulevard, asked if there will be an opportunity for older gift items to be refurbished.

Dorothy Appleyard, 806 Wilson Street, asked whether or not the policy address the City's previous attempt at uniformity of gift items (specifically benches), and whether or not there is a way to determine whether maintenance requests are necessary, or are simply a request for a change.

Moved by Kozlik-Wall, seconded by Schlack, to approve Resolution 2016-84, a resolution amending the Gift Policy for the City of South Haven.

Voted Yes: All. Motion carried.

11. Council will be asked to consider introduction of a proposed amendment to Zoning Ordinance Section 1901, related to nonconforming lots.

Assistant City Manager Kate Hosier explained that the present section of the Zoning Ordinance is very confusing, and that this rewrite provides clarity. Ms. Hosier emphasized that this is the same ordinance, but in clearer wording.

Moved by Smith, seconded by Kozlik-Wall, to consider introduction of a proposed amendment to Zoning Ordinance Section 1901, related to nonconforming lots.

Voted Yes: All. Motion carried.

12. Council will be asked to approve the following special events:

- A. Special Event 2016-34: South Haven High School Homecoming Parade to be held on October 7, 2016 in downtown South Haven along Center Street and Phoenix Street from 5:30 p.m. until 6:00 p.m.**

Moved by Arnold, seconded by Smith, to approve Special Event 2016-34 – South Haven High School Homecoming Parade to be held on October 7, 2016 in downtown South Haven along Center Street and Phoenix Street from 5:30 p.m. until 6:00 p.m.

Voted Yes: All. Motion carried.

- B. Special Event 2016-40: Haven Harvest to be held from October 22, 2016 at 10:00 a.m. to October 23, 2016 at 5:00 p.m. at the Huron Street Pavilion.**

City Manager Dissette informed the Council that City staff has no concerns with this event.

Moved by Arnold, seconded by Smith, to approve Special Event 2016-40 – Haven Harvest to be held from October 22, 2016 at 10:00 a.m. to October 23, 2016 at 5:00 p.m. at the Huron Street Pavilion.

Voted Yes: All. Motion carried.

- C. Special Event 2016-41: “ZOM-Beach” Fun Run Obstacle Course and Fundraiser to be held on October 22, 2016 at the South Beach from 4:00 p.m. until 9:00 p.m.**

Rosalie Plechaty, Board President of the Youth Development Company, addressed the Council to summarize the event.

Moved by Smith, seconded by Kozlik-Wall, to approve Special Event 2016-41 – “ZOM-Beach” Fun Run Obstacle Course and Fundraiser to be held on October 22, 2016 at the South Beach from 4:00 p.m. until 9:00 p.m.

Voted Yes: All. Motion carried.

13. Interested Citizens in the Audience Will Be Heard on Items Not on the Agenda

Bob Overhuel, 451 Hubbard Street, addressed the Council regarding his candidacy for Van Buren County Sherrif.

Mike McKay introduced his candidacy for Van Buren County District Court judge.

Dorothy Appleyard, 806 Wilson St., spoke about her concerns regarding the City's FOIA policy. Ms. Appleyard explained the importance of ease of access with regard to the Freedom of Information Act.

Rosalie Plechaty, 559 Monroe Boulevard, asked about the sunset for the golf cart ordinance. City Manager Dissette responded.

14. City Manager's Comments

City Manager Dissette emphasized that information regarding the North Shore Drive project has been available on the City's website since May. Mr. Dissette also summarized the weekly tailgate talks taking place in areas affected by the construction. Mr. Dissette also informed the Council of notices that are going out regarding upcoming projects.

15. Mayor and Councilperson's Comments

Councilmember Jeff Arnold gave an update on the construction taking place at South Haven High School, as well as gave information on the school's upcoming open house event.

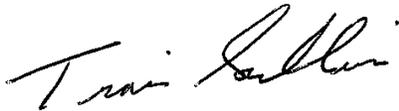
Councilmember Scott Smith encouraged the public to communicate with the Council and with City staff during the upcoming construction projects.

Councilmember Andy Klavins commended City staff for its adequate detour signage in the areas of construction projects.

16. Adjourn

Moved by Kozlik-Wall, seconded by Smith, to adjourn the meeting.
Voted Yes: All. Motion carried, meeting adjourned at 8:00 p.m.

RESPECTFULLY SUBMITTED,



Travis Sullivan
City Clerk

**CITY OF SOUTH HAVEN
OCTOBER 3, 2016**

	PREPAID	CURRENT	TOTAL
101-GENERAL FUND	\$ 94,821.38	\$ 46,839.38	\$ 141,660.76
202-MAJOR STREET FUND	\$ 80.24	\$ 22,278.42	\$ 22,358.66
203-LOCAL STREET FUND	\$ -	\$ -	\$ -
204-STREET FUND	\$ -	\$ 336,417.43	\$ 336,417.43
226-GARBAGE/REFUSE FUND	\$ 36,404.52	\$ -	\$ 36,404.52
250-DOWNTOWN DEVELOPMENT	\$ -	\$ 23.83	\$ 23.83
251-LDFA #1	\$ -	\$ -	\$ -
252- LDFA #2	\$ -	\$ -	\$ -
253-LDFA #3	\$ -	\$ -	\$ -
260-BROWNFIELD AUTHORITY	\$ -	\$ -	\$ -
265-NARCOTICS UNIT	\$ -	\$ -	\$ -
266-POLICE TRAINING	\$ -	\$ -	\$ -
296-RIVER MAINTENANCE	\$ -	\$ -	\$ -
363- CAPITAL BOND	\$ -	\$ -	\$ -
370- BUILDING AUTHORITY #2	\$ -	\$ -	\$ -
371-CAPITAL BOND DEBT SERV	\$ -	\$ -	\$ -
372-WATER PLANT FUND	\$ -	\$ -	\$ -
395-DDA DEBT SERVICE	\$ -	\$ -	\$ -
396- DDA DISTRICT #2	\$ -	\$ -	\$ -
401-CAPITAL PROJECTS	\$ -	\$ 14,174.48	\$ 14,174.48
402-CAPITAL PROJECTS #2	\$ -	\$ -	\$ -
466- PAVILION AND ICE RINK	\$ -	\$ -	\$ -
498-BUILDINGS/ADDITIONS IMPR	\$ -	\$ -	\$ -
545-BLACK RIVER PARK	\$ 610.77	\$ 1,956.09	\$ 2,566.86
577-BEACH FUND	\$ 123.02	\$ 20.92	\$ 143.94
582-ELECTRIC FUND	\$ 2,687.37	\$ 36,252.58	\$ 38,939.95
591-WATER FUND	\$ 7,333.28	\$ 56,107.52	\$ 63,440.80
592-SEWER FUND	\$ 4,297.54	\$ 63,962.61	\$ 68,260.15
594-MUNICIPAL MARINA	\$ 3,488.87	\$ 7,892.01	\$ 11,380.88
636-INFORMATION SERVICES	\$ 713.25	\$ 10,324.03	\$ 11,037.28
661-MOTOR POOL	\$ 2,847.08	\$ 3,657.00	\$ 6,504.08
677-SELF INSURANCE	\$ -	\$ -	\$ -
703-TAX FUND	\$ 4,945,034.92	\$ -	\$ 4,945,034.92
718-TRUST & AGENCY	\$ -	\$ -	\$ -
750-EMPLOYEE WITHHOLDING	\$ -	\$ -	\$ -
TOTAL	\$ 5,098,442.24	\$ 599,906.30	\$ 5,698,348.54

09/28/2016 11:42 AM
User: MARGUE
DB: South Haven

CHECK REGISTER FOR CITY OF SOUTH HAVEN
CHECK DATE FROM 09/16/2016 - 09/16/2016

Page: 1/1

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 1 FIFTH THIRD BANK						
09/16/2016	1	55440	000136	APPROVED PROTECTION SYSTEMS	ANNUAL FIRE EXTINGUISHER MAINTENANCE	57.30
09/16/2016	1	55441	001331	LAKE MICHIGAN MAILERS	MAILING FEES C-378	10,000.00
09/16/2016	1	55442	001491	TOM MARTIN	CONSULTATION CONTRACT	3,750.00
09/16/2016	1	55443	001610	MICHIGAN GAS UTILITIES	REPAIR GAS LINE 0506188358-00002	1,472.87
09/16/2016	1	55444	001848	NORTH SHORE PEST CONTROL INC	PEST CONTROL	50.00
09/16/2016	1	55445	002132	REPUBLIC SERVICES #646	DISPOSAL SERVICES 3-0646-1033150	2,089.75
					DISPOSAL SERVICES 3-0646-1079813	3,117.64
					DISPOSAL SERVICES 3-0646-9646005	32,371.71
						<u>37,579.10</u>
09/16/2016	1	55446	003143	ROLAND ELECTRIC LLC	REPAIRS AT MARINA	142.15
					REPAIR AT MARINA	735.82
						<u>877.97</u>

1 TOTALS:

Total of 7 Disbursements:

53,787.24

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
						73,634.37
09/23/2016	1	55479	002415	SOUTH HAVEN PUBLIC SCHOOLS	PROPERTY TAX COLLECTION	3,019,715.21
					PROPERTY TAX COLLECTION	2,336.64
						<u>3,022,051.85</u>
09/23/2016	1	55480	002447	LINDA SPEARS	ALTERATIONS	59.00
09/23/2016	1	55481	UB REFUND	STANDEFORD, CHRISTOPHER T	UB refund for account: 30822502	843.80
09/23/2016	1	55482	002513	STEEL CENTER SUPPLY CO	MAINTENANCE SUPPLIES	182.91
09/23/2016	1	55483	MISC	SUPERIOR ST LLC	Sum Tax Refund 80-53-511-103-00	1,673.35
09/23/2016	1	55484	002589	TERMINIX PROCESSING CENTER	EXTERMINATING SERVICE	45.00
09/23/2016	1	55485	003327	UNITED HEALTHCARE INSURANCE CO	HEALTH INSURANCE PREMIUMS	59,825.16
09/23/2016	1	55486	002724	UPS STORE #5080	SHIPPING FEE	10.20
					SHIPPING FEE	76.01
					SHIPPING FEE	104.85
					SHIPPING FEE	13.70
					SHIPPING FEE	47.90
					SHIPPING FEE	157.69
					SHIPPING FEE	109.09
					SHIPPING FEE	48.16
					SHIPPING FEE	84.48
					SHIPPING FEE	15.60
						<u>667.68</u>
09/23/2016	1	55487	002728	USA BLUE BOOK	LAB SUPPLIES	365.87
09/23/2016	1	55488	MISC	VAG USA, LLC	MAINTENANCE SUPPLIES	346.99
09/23/2016	1	55489	002757	VAN BUREN COUNTY TREASURER	PROPERTY TAX COLLECTION	1,603,837.89
					CHARGEBACKS & INTEREST	1,353.78
					PROPERTY TAX COLLECTION	(2,512.76)
						<u>1,602,678.91</u>
09/23/2016	1	55490	002792	VERIZON WIRELESS	CELL PHONES 542074882-00001	69.12
					CELL PHONES 486573081-00002	38.01
					CELL PHONES 486573081-00001	785.16
					CELL PHONES 742053338-00001	567.09
					CELL PHONES 886568152-00001	913.08
						<u>2,372.46</u>
09/23/2016	1	55491	MISC	WAIT MICHAEL R	Sum Tax Refund 80-53-764-011-00	2,381.19
09/23/2016	1	55492	003220	WINGFOOT COMMERCIAL TIRE SYSTEMS	TIRES	2,486.84
09/23/2016	1	55493	002949	WOLVERINE HARDWARE	MAINTENANCE SUPPLIES	5.38
					MAINTENANCE SUPPLIES	15.88
					MAINTENANCE SUPPLIES	5.99
						<u>27.25</u>

1 TOTALS:

Total of 47 Disbursements:

5,044,655.00

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank 1 FIFTH THIRD BANK						
10/03/2016	1	55494	000014	ABONMARCHE CONSULTANTS INC	NORTH BEACH PARK IMPROVEMENTS PETERSON RAVINE MANHOLE REHABILITATION INDIAN GROVE LIFT STATION & MONROE BOULE DUNKLEY & BLACK RIVER STREET INFRASTRUCT SAW GRANT ASSET MANAGEMENT PLANS NORTH SHORE DRIVE CITY HALL ROOF REPAIRS & MISC. IMPROVEME NORTHSIDE MARINA EROSION CONTROL PROJECT PHILLIPS LEGRANGE INTERSECTION	14,174.48 2,003.07 10,222.50 9,217.35 1,255.00 7,536.50 340.00 615.00 1,000.00 <u>46,363.90</u>
10/03/2016	1	55495	000050	ALEXANDER CHEMICAL CORP	CHEMICALS CHEMICALS DEPOSIT REFUND DEPOSIT REFUND	4,314.56 2,656.41 (1,100.00) (700.00) <u>5,170.97</u>
10/03/2016	1	55496	000065	ALLIED MECHANICAL SERVICES INC	REPAIRS	973.26
10/03/2016	1	55497	000136	APPROVED PROTECTION SYSTEMS	ANNUAL FIRE EXTINGUISHER MAINTENANCE	1,191.30
10/03/2016	1	55498	000177	AUTO-WARES GROUP	REPAIR/MAINT SUPPLIES- ACCT #23300720 REPAIR/MAINT SUPPLIES- ACCT #23300720	152.00 6.95 <u>158.95</u>
10/03/2016	1	55499	000178	AUTOZONE, INC	SUPPLIES	43.96
10/03/2016	1	55500	000229	BEAVER RESEARCH COMPANY	SUPPLIES	254.12
10/03/2016	1	55501	000337	BRONSINK & BOS EQUIPMENT	PARTS	627.20
10/03/2016	1	55502	000372	C.C. JOHNSON & MALHOTRA PC	WWTP IPP PROGRAM	3,964.25
10/03/2016	1	55503	003425	CINTAS CORPORATION	SUPPLIES	64.72
10/03/2016	1	55504	000471	CITY PLUMBING & HEATING CO	PREVENTIVE MAINTENANCE - PSB	611.80
10/03/2016	1	55505	000484	COASTAL LANDSCAPING INC	IRRIGATION SERVICE - CITY HALL MULCH IRRIGATION SERVICE - CITY HALL	327.00 68.00 318.00 <u>713.00</u>
10/03/2016	1	55506	000498	COMCAST	INTERNET SERVICE 01720 188884-01-4	59.70
10/03/2016	1	55507	000502	COMMUNITY ANSWERING SERVICE	ANSWERING SERVICES	710.15
10/03/2016	1	55508	000505	COMPTON INC	REPLACE HYDRANT AT AYLWORTH & LEGRANGE LINE STOPS AT DYKMAN & NORTH SHORE DRIVE	22,278.42 4,970.00 <u>27,248.42</u>
10/03/2016	1	55509	000569	CULY CONTRACTING, INC	PETERSON RAVINE MANHOLE REHABILITATION P	38,481.30
10/03/2016	1	55510	003127	ADAM DEBOER	CLOTHING REIMBURSEMENT	54.06
10/03/2016	1	55511	000622	DELL MARKETING L P	OPTIPLEX 7040'S VLA OFFICE PRO PLUS & WINDOWS PRO 10 UPG OPTIPLEX 3040	3,035.86 2,603.80 4,660.54 <u>10,300.20</u>
10/03/2016	1	55512	000716	EJ USA INC	SUPPLIES SUPPLIES	2,703.65 601.24

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
10/03/2016	1	55555	002949	WOLVERINE HARDWARE	MAINTENANCE SUPPLIES	46.77
					MAINTENANCE SUPPLIES	21.66
					MAINTENANCE SUPPLIES	24.08
					MAINTENANCE SUPPLIES	4.99
					MAINTENANCE SUPPLIES	4.94
					MAINTENANCE SUPPLIES	8.24
					MAINTENANCE SUPPLIES	2.96
					MAINTENANCE SUPPLIES	25.07
					MAINTENANCE SUPPLIES	0.65
					MAINTENANCE SUPPLIES	6.26
						<u>145.62</u>

1 TOTALS:

Total of 62 Disbursements:

599,906.30



City of South Haven

Department of Public Works

DPW Building • 1199 8th Ave • South Haven, Michigan 49090
Telephone (269) 637-0737 • Fax (269) 637-4778

MEMORANDUM

To: Brian Dissette, City Manager

From: William Hunter, Director of Public Works

Date: October 03, 2016

RE: State of MI Purchasing Program, 2016/17 Road Salt Purchase

Background Information:

The Department of Public Works wishes to utilize the State of Michigan's Extended Purchasing Program for our yearly supply of road salt. The State of Michigan has awarded the bulk salt seasonal back-up bid to Morton Salt, Inc. of Chicago, IL 60606-1743. The bid for the City of South Haven came in at \$48.43 per ton, delivered, and we plan on purchasing 700 tons of salt for this winter season.

This is a budgeted item in the Major/Local Streets Budget-Winter Maintenance Supplies.

Recommendation:

Staff recommends that City Council approve the State of Michigan Salt Bid for the 2016/17 winter season with Morton Salt, Inc. of Chicago, IL, for 700 tons of salt at \$48.43 per ton, delivered, for a total amount of \$33,894.00.

Support Material:

State of Michigan seasonal salt contract.



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 9
to
Contract Number 071B1300343

CONTRACTOR	MORTON SALT , INC.
	123 N. Wacker Drive
	Chicago, IL 60606-1743
	Nancy Torres
	312.807.2723
	NTorres@mortonsalt.com
	*****6174

STATE	Program Manager	Melissa Howe	MDOT
		517-636-4386	
		HoweM@Michigan.gov	
	Contract Administrator	Lymon C. Hunter, CPPB	DTMB
		(517) 284-7015	
		HunterL@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: SALT, BULK ROCK, SEASONAL BACK UP				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
September 1, 2011	August 31, 2016	2 - 1 Year	August 31, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		Per the attached terms and conditions		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	24 Months	<input type="checkbox"/>		August 31, 2018
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$8,431,508.70		\$ 4,081,024.00	\$12,512,532.70	

DESCRIPTION: Effective September 1, 2016, this contract is exercising BOTH option years and is increased by \$4,081,024.00. The revised contract expiration date is August 31, 2018. Additionally, the drop points for the 2016/2017 Road Salt year are per the attached spreadsheets. All other terms, conditions, specifications and pricing remain unchanged. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on August 30, 2016.

SUPERIOR SEASONAL BACK UP - LOCAL UNITS OF GOVERNMENT MORTON SALT COMPANY 2016/17

Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Seasonal >50	Price Ton
1	Delta	BAY DE NOC COMMUNITY COLLEGE-LESS THAN 5	2001 N Lincoln Rd	Escanaba	MI	49829	(906) 217-4139	25	\$56.33
2	Delta	ESCANABA, CITY OF	1715 Sheridan Road	Escanaba	MI	49829	(906) 786-1842	700	\$56.33
3	Delta	DELTA COUNTY ROAD COMMISSION	3000 32nd Ave. North	Escanaba	MI	49829	(906) 786-3200	1500	\$56.33
4	Delta	DELTA COUNTY ROAD COMMISSION	9931 Y.25 Lane	Rapid River	MI	49878	(906) 786-3200	1000	\$56.33
5	Delta	GLADSTONE, CITY OF	30 Michigan Avenue	Gladstone	MI	49837	(906) 428-9577	200	\$56.33
6	Dickinson	KINGSFORD, CITY OF	305 S. Carpenter Avenue	Kingsford	MI	49802	(906) 774-3526	200	\$59.00
7	Dickinson	IRON MOUNTAIN, CITY OF	125 N. Stephenson Avenue	Iron Mountain	MI	49801	(906) 774-8530	750	\$59.00
8	Dickinson	NORWAY, CITY OF	400 10th Ave	Norway	MI	49870	(906) 563-9641	600	\$59.00
9	Dickinson	DICKINSON COUNTY ROAD COMMISSION	Lincoln Street	Quinnesec	MI	49876	(906) 774-1588	250	\$59.00
10	Gogebic	WAKEFIELD, CITY OF	311 Sunday Lake Street	Wakefield	MI	49968	(906) 229-5132	50	\$64.85
11	Gogebic	IRONWOOD, CITY OF	200 Penokee Road	Ironwood	MI	49938	(906) 932-5050	200	\$64.85
12	Menominee	MENOMINEE COUNTY ROAD COMMISSION	3224 10th Street	Menominee	MI	49858	(906) 753-6914	150	\$54.31
13	Menominee	MENOMINEE COUNTY ROAD COMMISSION	W5416 Belgiumtown Road	Stephenson	MI	49887	(906) 753-6914	200	\$54.31
14	Menominee	MENOMINEE COUNTY ROAD COMMISSION	W3850 US 2 & 41	Powers	MI	49874	(906) 753-6914	150	\$54.31
15	Menominee	HANNAHVILLE INDIAN COMMUNITY	W300 NO 39TH RD	WILSON	MI	49896	(906) 723-2650	100	\$54.31

6075

North 1 - Seasonal Back Up Road Salt - Local Units of Government MORTON SALT CO 2016/17									
Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Seasonal	Price Ton
1	Grand Traverse	TRAVERSE CITY, CITY OF	625 WOODMERE AVENUE	TRAVERSE CITY	MI	49686	(231) 922-4900	400	\$57.99
2	Grand Traverse	NORTHWESTERN MICHIGAN COLLEGE	1861 College Drive	TRAVERSE CITY	MI	49686	(231) 995-1130	50	\$57.99
3	Grand Traverse	GRAND TRAVERSE COUNTY ROAD COMMISSION	1881 LaFranier	Traverse City	MI	49696	(231) 922-4848	3500	\$57.99
4	Grand Traverse	GRAND TRAVERSE COUNTY ROAD COMMISSION	1471 East M 113	Kingsley	MI	49649	(231) 922-4848	3000	\$57.99
5	Leelanau	LEELANAU COUNTY ROAD COMMISSION	10550 E Eckerle Road	Suttons Bay	MI	49682	(231) 271-3993	600	\$59.91
6	Leelanau	LEELANAU COUNTY ROAD COMMISSION	129 Church Street	Maple City	MI	49664	(231) 271-3993	500	\$59.91
7	Manistee	MANISTEE, CITY OF	280 Washington Street	Manistee	MI	49660	(231) 723-7132	800	\$63.13
8	Manistee	MANISTEE COUNTY ROAD COMMISSION	8946 Chippewa Hwy	Bear Lake	MI	49614	(231) 889-0000	500	\$63.13
9	Mason	MASON COUNTY ROAD COMMISSION	510 E State Street	Scottville	MI	49454	(231) 757-2882	500	\$42.41
10	Mason	LUDINGTON, CITY OF	800 BLK. N. HARRISON	LUDINGTON	MI	49431	(231) 843-2873	600	\$42.41
11	Wexford	WEXFORD COUNTY ROAD COMMISSION	85 W M-115	BOON	MI	49618	(231) 775-9731	1000	\$61.57

11450

Bay Region Seasonal Road Salt - Local Units of Government MORTON SALT CO 2016/17									
Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Seasonal	Price Ton
1	Bay	AUBURN, CITY OF	113 E. Elm Street	Auburn	MI	48611	(989) 662-7275	200	\$51.04
2	Bay	ESSEXVILLE, CITY OF	1500 Pine St	Essexville	MI	48732	(989) 893-7192	200	\$51.04
3	Bay	BAY REGIONAL MEDICAL CENTER	129 tuscola ave.	bay city	MI	48708	(989) 894-3488	200	\$51.04
4	Bay	BAY COUNTY ROAD COMMISSION	2600 E. Beaver Rd. (west)	Kawkawli	MI	48631	(989) 686-4610	1500	\$51.04
5	Bay	BAY COUNTY ROAD COMMISSION	1383 E. Pinconning Rd. (north)	Pinconning	MI	48650	(989) 686-4610	500	\$51.04
6	Bay	BAY COUNTY ROAD COMMISSION	1816 W. 27th Street (east)	Bay City	MI	48708	(989) 686-4610	500	\$51.04
7	Bay	DELTA COLLEGE	Delta Collgee, 1961 Delta Rd	University	MI	48710	(989) 686-9228	100	\$51.04
8	Bay	BAY CITY, CITY OF	800 S. Water Street	Bay City	MI	48708	(989) 894-8115	750	\$51.04
9	Bay	PINCONNING, CITY OF	130 Van Etten St.	Pinconning	MI	48650	(989) 879-2360	50	\$51.04
10	Saginaw	SAGINAW VALLEY STATE UNIVERSITY	7400 Bay Road	University	MI	48710	(989) 964-4101	120	\$47.73
11	Saginaw	FRANKENMUTH, CITY OF	216 W. Schleier	Frankenm	MI	48734	(989) 652-3443	400	\$47.73
12	Saginaw	ST. CHARLES, VILLAGE OF	555 ENTREPRENEUR DR	St. Charle	MI	48655	(989) 865-8287	50	\$47.73
13	Saginaw	SAGINAW COUNTY ROAD COMMISSION	330 Cedar St.	Saginaw	MI	48626	(989) 399-3773	2200	\$47.73
14	Saginaw	SAGINAW COUNTY ROAD COMMISSION	720 Lansing St.	Saginaw	MI	48616	(989) 399-3773	2200	\$47.73
15	Saginaw	SAGINAW COUNTY ROAD COMMISSION	3110 Sheridan Ave.	Saginaw	MI	48601	(989) 399-3773	4200	\$47.73
16	Saginaw	COVENANT HEALTHCARE	5606 N. Westervelt Sargent	Saginaw	MI	48602	(989) 583-4090	600	\$47.73
17	Saginaw	SAGINAW, CITY OF	1435 S. Washington Ave.	Saginaw	MI	48601	(989) 759-1413	2500	\$47.73
18	Saginaw	CHESANING, VILLAGE OF	1105 N. Main St	Chesaning	MI	48616	(989) 845-3800	50	\$47.73
19	Saginaw	BIRCH RUN, VILLAGE OF	12060 Heath Street	Birch Run	MI	48415	(989) 624-5711	200	\$47.73

16520

University - Seasonal Back Up Road Salt - Local Units of Government			MORTON SALT CO 2016/17								
Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Seasonal Ton	Price Ton		
1	Ingham	INGHAM COUNTY	1335 E. Howell Rd	Williamston	MI	48895		5700	\$41.48		
2	Ingham	INGHAM COUNTY	5613 S. Aurelius Rd	Lansing	MI	48910		1000	\$41.48		
3	Ingham	INGHAM COUNTY	301 Bush St.	Mason	MI	48854		6000	\$41.48		
4	Ingham	WILLIAMSTON, CITY OF	781 Prograss Ct.	Williamston	MI	48895	(517) 655-2774	200	\$41.48		
5	Ingham	MASON, CITY OF	435 N Jefferson Street	Mason	MI	48854	(517) 676-1319	150	\$41.48		
6	Ingham	Agency-DMVA	RFSC 3423 N MLK Jr. Blvd, Bldg 30	Lansing	MI	48906	(517) 481-7642	100	\$41.48		
7	Ingham	MERIDIAN TOWNSHIP	2100 Gaylord C smith Ct	Haslett	MI	48840	(517) 853-4624	100	\$41.48		
8	Ingham	OKEMOS PUBLIC SCHOOLS	4406 Okemos Rd	Okemos	MI	48864	(517) 706-5037	200	\$41.48		
9	Ingham	LANSING, CITY OF	601 E. South Street	Lansing	MI	48910	(517) 483-4169	8500	\$41.48		
10	Ingham	LESLIE, CITY OF	414 Washburn	Leslie	MI	49251		150	\$41.48		
11	Ingham	CAPITAL REGION AIRPORT AUTHORITY	3168 W State Road	Lansing	MI	48906		100	\$41.48		
12	Ingham	WEBBERVILLE, VILLAGE OF	4787 Pardee Rd.	Webberville	MI	48892	(517) 375-8671	100	\$41.48		
13	Ingham	MICHIGAN STATE UNIVERSITY	1060 Stadium Rd	East Lansing	MI	48824	(517) 884-6159	1900	\$41.48		
14	Ingham	HOLT PUBLIC SCHOOLS	1784 Aurelius Rd	Holt	MI	48842	(517) 694-3602	100	\$41.48		
15	Livingston	BRIGHTON, CITY OF	420 S. Third St.	Brighton	MI	48116	(810) 225-9282	1900	\$41.56		
16	Livingston	AGENCY-DOC-Woodland Ctr Facility	9036 E M-36	Whitmore Lake	MI	48189	(734) 449-3946	50	\$41.56		
17	Monroe	DUNDEE, VILLAGE OF	625 MAIN ST	DUNDEE	MI	48131		100	\$40.20		
18	Monroe	SOUTH ROCKWOOD, VILLAGE OF	5676 Carleton-Rockwood Rd.	S. Rockwood	MI	48179	(734) 379-3683	100	\$40.20		
19	Monroe	MONROE COUNTY COMMUNITY COLLEGE	1555 S. Raisinville Rd	Monroe	MI	48161		100	\$40.20		
20	Monroe	MILAN, CITY OF	455 Squires Drive	Milan	MI	48160	(734) 439-1501	800	\$40.20		
21	Monroe	JEFFERSON SCHOOLS	5300 N. Stony Creek Rd.	Monroe	MI	48162		50	\$40.20		
22	Monroe	MONROE COUNTY ROAD COMMISSION	840 S. Telegraph Rd.	Monroe	MI	48161	(734) 240-5109	2000	\$40.20		
23	Monroe	MONROE COUNTY ROAD COMMISSION	15205 Tandem Ct Drive	Petersburg	MI	49270	(734) 240-5109	1000	\$40.20		
24	Washtenaw	AGENCY-MDOC-Womans Huron Valley	3201 Bemis Rd.	Ypsilanti	MI	48197		250	\$43.31		
25	Washtenaw	AGENCY-DCH-CTR FOR FORENSIC PSYCH	8303 Platt Rd.	Saline	MI	48176	(734) 295-4544	50	\$43.31		
								30700			

Metro Region - Seasonal Back up road salt - Local Units of Government				MORTON SALT CO 2016/17						
Item	County	Org. Name	Drop Point Address	City	State	Zip	Org. Phone	Seasonal	Price Ton	
1	Macomb	ARMADA, VILLAGE OF	73300 Floral Street	Armada	MI	48005	(586) 784-9151	150	\$40.32	
2	Macomb	ARMADA AREA SCHOOLS	23500 Center Road	Armada	MI	48005	(586) 784-2143	50	\$40.32	
3	Macomb	CHESTERFIELD TOWNSHIP	50177 Gratiot	Chesterfield	MI	48047	(586) 949-0400	50	\$40.32	
4	Macomb	UTICA COMMUNITY SCHOOLS	6600 18 Mile Road	Sterling Heights	MI	48314	(586)797-1190	1800	\$40.32	
5	Macomb	UTICA COMMUNITY SCHOOLS	47250 Shelby Road	Utica	MI	48317	(586)797-1190	300	\$40.32	
6	Macomb	CENTER LINE PUBLIC SCHOOLS	23901 Lawrence	Center Line	MI	48015	(586) 510-2090	100	\$40.32	
7	Macomb	WARREN WOODS PUBLIC SCHOOLS	14846 Martin Rd	Warren	MI	48088		150	\$40.32	
8	Macomb	ROMEO VILLAGE OF	70350 Powell Road	Armada	MI	48005	(586) 752-2684	350	\$40.32	
9	Macomb	WARREN CONSOLIDATED SCHOOLS	31950 Mound Rd.	Warren	MI	48092	(586) 825-2400	1200	\$40.32	
10	Macomb	ROSEVILLE PUBLIC SCHOOLS	16250 Martin Road	Roseville	MI	48066	(586)445-5523	150	\$40.32	
11	Macomb	FRASER, CITY OF	31250 Kendall	Fraser	MI	48026	(586) 293-3100	700	\$40.32	
12	Macomb	NEW BALTIMORE, CITY OF	35389 Cricklewood	New Baltimore	MI	48047	(586) 725-2151	200	\$40.32	
13	Macomb	MT. CLEMENS, CITY OF	95 ELDREDGE	MOUNT CLEMENS	MI	48043	(586) 469-6818	1200	\$40.32	
14	Macomb	FRASER PUBLIC SCHOOLS	33499 Klein Road	Fraser	MI	48026	(586) 439-7114	300	\$40.32	
15	Macomb	RICHMOND, CITY OF	69129 Beebe Street	Richmond	MI	48062	(586) 727-7575	700	\$40.32	
16	Macomb	MACOMB COMMUNITY COLLEGE	14500 E 12 Mile Rd	Warren	MI	48088	(586) 445-7308	150	\$40.32	
17	Macomb	MACOMB COMMUNITY COLLEGE	44575 Garfield Rd	Clinton Township	MI	48038	(586) 445-7308	250	\$40.32	
18	Macomb	LANSE CREUSE PUBLIC SCHOOLS	24400 FV Pankow Blvd	Clinton Twp	MI	48036	(586) 783-6550	500	\$40.32	
19	Macomb	UTICA, CITY OF	7001 Moscone	Utica	MI	48317	(586) 731-6110	600	\$40.32	
20	Macomb	CHIPPEWA VALLEY SCHOOLS	42278 Romeo Plank Road	Clinton Township	MI	48038	(586) 723-2255	600	\$40.32	
21	Macomb	EAST DETROIT PUBLIC SCHOOLS	17116 Ten Mile Road	Eastpointe	MI	48021	(586) 533-3950	150	\$40.32	
22	Oakland	BLOOMFIELD HILLS, CITY OF	1000 Vaughan Rd.	Bloomfield Hills	MI	48304	(248) 530-1404	2100	\$36.79	
23	Oakland	HOLLY SCHOOL DISTRICT	201 Elm St.	Holly	MI	48442	(248) 328-3151	200	\$36.79	
24	Oakland	FERNDALE, CITY OF	521 E. Cambourne	Ferndale	MI	48220	(248) 546-2514	2000	\$36.79	
25	Oakland	OAK PARK, CITY OF	10600 Capital	Oak Park	MI	48237	(248) 691-7497	400	\$36.79	
26	Oakland	NOVI, CITY OF	26300 Lee BeGole Dr.	Novi	MI	48375	(248) 347-0446	6000	\$36.79	
27	Oakland	Wolverine Lake Village of	425 Glengary Rd.	Wolverine Lake	MI	48390	248-624-1710	600	\$36.79	
28	Oakland	SOUTH LYON COMM SCHOOLS	23423 Griswold Rd.	South Lyon	MI	48178	(248) 573-8920	450	\$36.79	
29	Oakland	BIRMINGHAM PUBLIC SCHOOLS	2305 Cole Street	Birmingham	MI	48009	(248) 203-3975	800	\$36.79	
30	Oakland	BIRMINGHAM, CITY OF	851 S. Eton St.	Birmingham	MI	48009	(248) 530-1822	2500	\$36.79	
31	Oakland	WATERFORD SCHOOL DISTRICT	1145 Tee Cee Dr	Waterford	MI	48328		550	\$36.79	
32	Oakland	TROY, CITY OF	4693 Rochester Rd	Troy	MI	48085	(248) 524-3489	6000	\$36.79	
33	Oakland	KEEGO HARBOR, CITY OF	2010 Maddy Lane	Keego Harbor	MI	48320	(248) 682-1930	150	\$36.79	
34	Oakland	FARMINGTON, CITY OF	33720 W. Nine Mile	Farmington	MI	48335	(248) 473-7250	700	\$36.79	
35	Oakland	HAZEL PARK, CITY OF	24211 Couzens	Hazel Park	MI	48030	(248) 542-0340	2500	\$36.79	
36	Oakland	HURON VALLEY SCHOOLS	2370 S. Milford Road	Highland	MI	48357	(248) 684-8219	1000	\$36.79	
37	Oakland	OAKLAND COMMUNITY COLLEGE	27055 Orchard Lake Road	Farmington Hills	MI	48334	(248) 341-2080	450	\$36.79	
38	Oakland	OAKLAND COMMUNITY COLLEGE	2900 Featherstone Road	Auburn Hills	MI	48326	(248) 341-2080	500	\$36.79	
39	Oakland	OAKLAND COMMUNITY COLLEGE	7350 Cooley Lake Road	Waterford	MI	48327	(248) 341-2080	150	\$36.79	
40	Oakland	ORTONVILLE, VILLAGE OF	159 Cedar Street	Ortonville	MI	48462	(248)627-4976	100	\$36.79	
41	Oakland	OXFORD, VILLAGE OF	150 S. Gaspie Street	Oxford	MI	48371	(248) 628-1244	650	\$36.79	
42	Oakland	CRITTENTON HOSP MEDICAL CTR	1101 W. University Drive	Rochester	MI	48307	(248) 652-5336	550	\$36.79	
43	Oakland	OAKLAND UNIVERSITY	2200 North Squirrel Rd	Rochester	MI	48309	(248) 370-4199	1200	\$36.79	
44	Oakland	MADISON HEIGHTS, CITY OF	801 Ajax Drive	Madison Heights	MI	48071	(248) 589-2294	3000	\$36.79	
45	Oakland	HOLLY, VILLAGE OF	201 Elm Street	Holly	MI	48442	(248) 634-2202	350	\$36.79	
46	Oakland	MILFORD, VILLAGE OF	1100 Atlantic	Milford	MI	48381	(248) 685-3055	1000	\$36.79	
47	Oakland	WALLED LAKE CONSOL SCHOOLS	46740 W. Pontiac Trail	Walled Lake	MI	48390	(248)956-3074	500	\$36.79	
48	Oakland	NOVI COMM SCHOOL DISTRICT	26300 Lee BeGole Drive	Novi	MI	48375	(248) 449-1240	250	\$36.79	
49	Oakland	PLEASANT RIDGE, CITY OF	13200 Northend	Oak Park	MI	48237	(248) 541-2901	350	\$36.79	
50	Oakland	LAKE ORION, VILLAGE OF	375 Atwater	Lake Orion	MI	48362	(248)693-8391	400	\$36.79	
51	Oakland	ROCHESTER COMM SCHOOL DIST	1402 West Hamlin Road	Rochester Hills	MI	48309	(248)726-4618	1100	\$36.79	
52	Oakland	BRANDON SCHOOL DISTRICT	817 Ortonville Rd.	Ortonville	MI	48462	(248) 627-1818	100	\$36.79	
53	Oakland	AVONDALE SCHOOL DISTRICT	1435 W. Auburn Rd.	Rochester Hills	MI	48308	(248) 537-6000	100	\$36.79	
54	St. Clair	CAPAC, VILLAGE OF	212 matteson	Capac	MI	48014	(810) 395-4355	300	\$44.62	
55	St. Clair	ST. CLAIR, CITY OF	505 Palmer	St. Clair	MI	48079	(810) 329-7876	600	\$44.62	
56	St. Clair	YALE PUBLIC SCHOOLS	198 School Drive	Yale	MI	48097	(810) 387-3231	50	\$44.62	
57	St. Clair	MARINE CITY, CITY OF	514 S. Parker St.	Marine City	MI	48039	(810) 765-8846	50	\$44.62	
58	St. Clair	PORT HURON AREA SCHOOL DISTRICT	4035 Dove Rd	Port Huron	MI	48060	(810) 984-3101	500	\$44.62	
59	St. Clair	PORT HURON HOUSING COMM	2529 Manuel	Port Huron	MI	48060	(810) 984-3173	50	\$44.62	
60	Wayne	GROSSE POINTE FARMS, CITY OF	311 CHALFONTE	GROSSE POINTE FARMS	MI	48236	(313) 885-6600	1200	\$42.43	
61	Wayne	INKSTER, CITY OF	26900 Princeton	Inkster	MI	48141	(313) 563-9774	200	\$42.43	
62	Wayne	GROSSE POINTE, CITY OF	17147 Maumee	Grosse Pointe City	MI	48230	(313) 417-1188	300	\$42.43	
63	Wayne	WAYNE COUNTY	PELHAM ROAD S. OF I-94	TAYLOR	MI	48180	(313) 224-7065	4000	\$42.43	
64	Wayne	WAYNE COUNTY	5811 BRUSH STREET (EXPRESSWAY)	DETROIT	MI	48202	(313) 224-7065	2000	\$42.43	
65	Wayne	WAYNE COUNTY	21300 SIBLEY ROAD (SIBLEY YARD)	WYANDOTTE	MI	48192	(313) 224-7065	8000	\$42.43	
66	Wayne	PLYMOUTH, CITY OF	1231 Goldsmith	Plymouth	MI	48170	(734) 453-7737	1500	\$42.43	
67	Wayne	NORTHVILLE, CITY OF	650 Doheny Dr	Northville	MI	48167	(248) 449-9930	1000	\$42.43	
68	Wayne	GROSSE POINTE PUBLIC SCHOOLS	389 St Clair Avenue	Grosse Pointe	MI	48230	(313) 432-3082	250	\$42.43	

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 8
 to
CONTRACT NO. 071B1300343
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Morton Salt, Inc. 123 N. Wacker Drive Chicago, IL 60606-1743	Nancy Torres	Ntorres@mortonsalt.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	312-807-2723	6174

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	MDOT	Tim Croze	517-322-3385	Crozet@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Lymon C. Hunter, CPPB	517-284-7015	HunterL@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Bulk Salt, Seasonal Back-Up – Michigan Department of Transportation			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2011	August 31, 2016	2, one year	August 31, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 Days		Per the attached terms and conditions	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$7,832,750.70		\$598,758.00	\$8,431,508.70	

DESCRIPTION: Effective August 1, 2015, the Drop Points for 2015/2016 Road Salt Year are per the attached spreadsheets. Contract is increased by \$598,758.00. All the terms, conditions, and specifications, are the same. Per vendor and agency agreement, DTMB Procurement approval and the approval of the State Administrative Board on June 30, 2011.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 7
 to
CONTRACT NO. 071B1300343
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Morton Salt, Inc. 123 N. Wacker Drive Chicago, IL 60606-1743	Kaye Harris	kharris@mortonsalt.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(312) 807-2757	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOT	Tim Croze	517-322-3385	crozet@michigan.gov
BUYER	DTMB	Lymon Hunter	517-284-7015	hunterl@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Salt, Bulk Rock, Seasonal Back Up – Michigan Department of Transportation			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2011	August 31, 2016	2, 1 Yr. Options	August 31, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	Per the attached terms and conditions	Various
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		August 31, 2016
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0.00		\$7,832,750.70		

Effective November 20, 2014, pursuant to various MiDeal members unable to participate in the Road Salt 2014/2015 bid, the attached entities are hereby added to this contract.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 6
 to
CONTRACT NO. 071B1300343
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Morton Salt, Inc. 123 N. Wacker Drive Chicago, IL 60606-1743	Kaye Harris	kharris@mortonsalt.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(312) 807-2757	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOT	Tim Croze	517-322-3385	crozet@michigan.gov
BUYER	DTMB	Lymon Hunter	517-284-7015	hunterl@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Salt, Bulk Rock, Seasonal Back Up – Michigan Department of Transportation			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2011	August 31, 2016	2, 1 Yr. Options	August 31, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	Per the attached terms and conditions	Various
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		August 31, 2016
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$1,382,608.00		\$7,832,750.70		
Effective September 1, 2014, the drop points for 2014/2015 Road Salt year are per attached spreadsheets. All other terms, conditions, and specifications remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 5
 to
CONTRACT NO. 071B1300343
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Morton Salt, Inc. 123 N. Wacker Drive Chicago, IL 60606-1743	Kaye Harris	kharris@mortonsalt.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(312) 807-2757	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOT	Tim Croze	517-322-3385	crozet@michigan.gov
BUYER	DTMB	Lymon Hunter	517-241-1145	hunterl@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Salt, Bulk Rock, Seasonal Back Up – Michigan Department of Transportation			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2011	August 31, 2016	2, 1 Yr. Options	August 31, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	Per the attached terms and conditions	Various
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		August 31, 2016
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$450,000.00		\$6,450,142.70		

Effective immediately, this contract is increased by \$450,000.00. This is due to the unusually harsh winter, more salt must be provided. All other terms, conditions, specifications, and pricing remain the same. Per agency and vendor agreement, DTMB Procurement approval, and the approval of the State Administrative Board dated June 30, 2011.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

September 19, 2013

CHANGE NOTICE NO. 4
 to
CONTRACT NO. 071B1300343
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Morton Salt, Inc. 123 N. Wacker Drive Chicago, IL 60606-1743	Kaye Harris	kharris@mortonsalt.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(312) 807-2757	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	MDOT	Tim Croze	517-322-3385	crozet@michigan.gov
BUYER	DTMB	Lymon Hunter	517-241-1145	hunterl@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Salt, Bulk Rock, Seasonal Back Up – Michigan Department of Transportation			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
September 1, 2011	August 31, 2016	2, 1 Yr. Options	August 31, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	Per the attached terms and conditions	Various
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		August 31, 2016
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$1,601,812.00		\$6,000,142.70		

Effective September 1, 2013, the Drop Points for 2013-2014 Road Salt Year are per the attached spreadsheets.

All other terms, conditions, specifications, and pricing remain the same.

Per agency (Terry Harris dated 6/29/12) and vendor (Kaye Harris) agreement, DTMB Procurement approval, and the approval of the State Administrative Board dated June 30, 2011.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 3
 to
CONTRACT NO. 071B1300343
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Morton Salt, Inc. 123 N. Wacker Drive Chicago, IL 60606-1743	Kaye Harris	kharris@mortonsalt.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(312) 807-2757	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	MDOT	Tim Croze	(517) 322-3385	crozet@michigan.gov
BUYER:	DTMB	Lymon Hunter	(517) 241-1145	hunterl@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Salt, Bulk Rock, Seasonal Back Up – Michigan Department of Transportation			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE
September 1, 2011	August 31, 2016	2, 1 Yr. Options	August 31, 2016
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	Per the attached terms and conditions	Various
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MI DEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	IF YES, EFFECTIVE DATE OF CHANGE:	NEW EXPIRATION DATE:
<p>Effective September 1, 2012, the Drop Points for 2012-2013 Road Salt year are per the attached spreadsheets. This Contract is also INCREASED by \$722,544.37.</p> <p>All other terms, conditions, specifications, and pricing remain the same.</p> <p>Per agency (Terry Harris dated 4/27/12) and vendor (Anthony Patton dated 6/13/12) agreement, DTMB Procurement approval, and the approval of the State Administrative Board dated June 30, 2011.</p>		
VALUE/COST OF CHANGE NOTICE:	\$722,544.37	
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	\$4,398,330.77	

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET September 21, 2011
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
 OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO.2
TO
CONTRACT NO. 071B1300343
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Morton Salt, Inc. 123 N. Wacker Drive Chicago, IL 60606-1743 Email:kharris@mortonsalt.com	TELEPHONE Kaye Harris (312) 807-2757
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1145 Lymon C. Hunter, CPPB
Contract Compliance Inspector: Tim Croze (517) 322-3385 Salt, Bulk Rock, Seasonal Back Up – Michigan Department of Transportation	
CONTRACT PERIOD: From: September 1, 2011 To: August 31, 2016	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">Per the attached terms and conditions</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">Various</p>
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Effective immediately, the Contract end date is revised to August 31, 2016. Additionally, the awarded amount is hereby added to this contract reflecting the 2011/2012 expected Contract spend. This amount is \$3,675,786.40.

All other terms, conditions, pricing and specifications remain the same.

AUTHORITY/REASON(S):

Per DTMB Purchasing Operations approval and the approval of the State Administrative Board on June 30, 2011.

INCREASE: \$3,675,786.40

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$3,675,786.40

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
 OR
530 W. ALLEGAN, LANSING, MI 48933

August 10, 2011

CHANGE NOTICE NO.1
TO
CONTRACT NO. 071B1300343
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Morton Salt, Inc. 123 N. Wacker Drive Chicago, IL 60606-1743 Email: kharris@mortonsalt.com	TELEPHONE Kaye Harris (312) 807-2757 CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-1145 Lymon C. Hunter, CPPB
Contract Compliance Inspector: Tim Croze (517) 322-3385 Salt, Bulk Rock, Seasonal Back Up – Michigan Department of Transportation	
CONTRACT PERIOD: 5 yrs. + 2 one-year options From: September 1, 2011 To: August 31, 2012	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">Per the attached terms and conditions</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">Various</p>
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Effective immediately, the following change is hereby made part of this contract:

1. Grand Region – Ottawa County – Local units of government are all re-awarded to NASC and thus removed from this contract.

All other terms, conditions, pricing and specifications remain the same.

AUTHORITY/REASON(S):

Per DTMB Purchasing Operations approval.

**STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

August 10, 2011

**NOTICE
 OF
 CONTRACT NO. 071B1300343
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR Morton Salt, Inc. 123 N. Wacker Drive Chicago, IL 60606-1743 Email:kharris@mortonsalt.com	TELEPHONE Kaye Harris (312) 807-2757
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 241-1145 Lymon C. Hunter, CPPB
Contract Compliance Inspector: Tim Croze (517) 322-3385 Salt, Bulk Rock, Seasonal Back Up – Michigan Department of Transportation	
CONTRACT PERIOD: 5 yrs. + 2 one-year options From: September 1, 2011 To: August 31, 2012	
TERMS <p align="center">N/A</p>	SHIPMENT <p align="center">Per the attached terms and conditions</p>
F.O.B. <p align="center">N/A</p>	SHIPPED FROM <p align="center">Various</p>
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p align="center">N/A</p>	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

TOTAL ESTIMATED CONTRACT VALUE: \$0.00

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
 OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B1300343
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Morton Salt, Inc. 123 N. Wacker Drive Chicago, IL 60606-1743 <p style="text-align: right;">Email: kharris@mortonsalt.com</p>	TELEPHONE Kaye Harris (312) 807-2757 CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-1145 Lymon C. Hunter, CPPB
Contract Compliance Inspector: Tim Croze (517) 322-3385 Salt, Bulk Rock, Seasonal Back Up – Michigan Department of Transportation	
CONTRACT PERIOD: 5 yrs. + 2 one-year options From: September 1, 2011 To: August 31, 2012	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">Per the attached terms and conditions</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">Various</p>
ALTERNATE PAYMENT OPTIONS: <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT. <p>The terms and conditions of this Contract are those of ITB #07111300054, this Contract Agreement and the vendor's quote dated May 18, 2011. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.</p> <p>Estimated Contract Value: \$0.00</p>	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 07111300054. Orders for delivery will be issued directly by the Department of Transportation through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE CONTRACTOR:

Morton Salt, Inc.

 Firm Name

 Authorized Agent Signature

 Authorized Agent (Print or Type)

 Date

FOR THE STATE:

 Signature

Natalie Spaniolo, Acting Director

 Name/Title

DTMB Purchasing Operations

 Division

 Date



STATE OF MICHIGAN
Department of Technology, Management and Budget
Purchasing Operations

Contract No. 071B1300343
[Bulk Salt, & Seasonal Back - UP](#)

[Morton Salt, Inc.](#)

Buyer Name: Lymon C. Hunter, CPPB
Telephone Number: (517) 241-1145
E-Mail Address: HunterL@michigan.gov



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Definitions

This section provides definitions for terms used throughout this document.

Business Day - whether capitalized or not, means any day other than a Saturday, Sunday, State employee temporary layoff day, or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am through 5:00pm Eastern Time unless otherwise stated.

Buyer – the DTMB-Purchasing Operations employee identified on the cover page of this RFQ.

Chronic Failure - as defined in applicable Service Level Agreements.

Contract – based on this RFQ, an agreement that has been approved and executed by the awarded bidder, the DTMB-Purchasing Operations Director, and the State Administrative Board.

Contractor – the awarded bidder after the Effective Date.

Days - Business Days unless otherwise specified.

Deleted, Not Applicable - the section is not applicable or included in this RFQ. This is used as a placeholder to maintain consistent numbering.

Deliverable(s) - physical goods or commodities as required or identified in a Statement of Work.

Eastern Time – either Eastern Standard Time or Eastern Daylight Time, whichever is prevailing in Lansing, Michigan.

Effective Date - the date that a binding contract is executed by the final party.

Final Acceptance - has the meaning provided in Section 2.8.7, Final Acceptance, unless otherwise stated in Article 1.

Key Personnel - any personnel designated as Key Personnel in Sections 1.3.3, Staff, Duties, and Responsibilities, and 2.4.2, Contractor Key Personnel, subject to the restrictions of Section 2.4.2.

Post-Industrial Waste - industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

Purchase Order - a written document issued by the State that requests full or partial performance of the Contract.

State - the State of Michigan.

State Location - any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

Stop Work Order - a notice requiring the Contractor to fully or partially stop work in accordance with the terms of the notice.

Subcontractor - a company or person that the Contractor delegates performance of a portion of the Deliverable(s) to, but does not include independent contractors engaged by the Contractor solely in a staff augmentation role.

Unauthorized Removal - the Contractor's removal of Key Personnel without the prior written consent of the State.



Article 1 – Statement of Work

1.1 Project Identification

The State of Michigan, Purchasing Operations has established a **Pre – Qualified Vendor Program** for bulk road salt purchases to be used by the Department of Transportation, select State agencies and participating MiDeal members. Morton Salt, Inc. is one of the pre-qualified vendors under this program. This contract is between the State of Michigan and Morton Salt, Inc. hereinafter referred to as “The Contractor.”

1.1.1 Project

This Contract will support the Seasonal Back-Up requirements for bulk road salt. Issuance of this Contract does not guarantee that the State will do business with the specified Contractor throughout the entire course of the Pre-Qualification Program, as requirements are re-bid every year.

Article 1 – SOW was used by the State for the evaluation process. The Contractor submitted a written proposal discussing how they meet the below specific requirements. The Contractor’s responses are integrated into this Contract.

1.1.2 Background– [Deleted, Not Applicable]

1.2 Scope of Work and Deliverable(s)

1.2.1 Commencement of Work

Contractor shall show acceptance of this agreement by signing both copies of this Contract and returning it to the Buyer/Contract Administrator. Contractor shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

1.2.2 Deliverable(s)

Contractor must provide the following Deliverable(s):

Definite Specifications - All commodities and/or services to be furnished hereunder shall conform to the specifications as noted below. No alternates will be accepted.

ATTACHMENTS

Attachment C – Specifications for Sodium Chloride (1 Page)

Attachment D – General Materials Certification (5 Pages)

BULK ROCK SALT. The gradation shall be in accordance with the Michigan Department of Transportation Specification 8.20 (7) attached. The material shall also meet the requirements as outlined in the attached Michigan Department of Transportation General Materials Certification Type “D.” (See **Attachment I** – Material Certification)

CERTIFICATIONS

The material to be supplied will be tested and/or certified. Additionally, MDOT Construction & Technology personnel shall be allowed to randomly inspect and test stockpiled salt and salt that is being loaded for transport at the vendor yard or storage facility. Upon award, contractors shall contact the MDOT Construction and Technology Support Area at (517) 322-1087 for instructions.

Material contamination from foreign debris or frozen lumps of salt may be cause for immediate rejection at the point of delivery.



1.2.3 Quantity– [Deleted, Not Applicable]

1.2.4 Customer Service/Ordering

Contractor shall have internal controls, approved by Purchasing Operations, to insure that authorized individuals with the State place orders. The Contractor shall verify orders that have quantities that appear to be abnormal or excessive.

The Contractor shall have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. The Contractor shall have experienced sales representatives make timely personal visits to State accounts. The Contractor’s customer service must respond to State agency inquiries promptly. The Contractor shall provide a statewide toll-free number for customer service calls.

Any supplies and services to be furnished under this Contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule.

All delivery orders or task orders are subject to the terms and conditions of this Contract. In the event of conflict between a delivery order or task order and this Contract, this Contract shall control.

All orders shall be placed with the Contractor and will not be placed through a trucking company, dock staging area or terminal.

1.2.5 Alternate Bids– [Deleted, Not Applicable]

1.3 Management and Staffing– [Deleted, Not Applicable]

1.3.1 Project Management– [Deleted, Not Applicable]

1.3.2 Reports– [Deleted, Not Applicable]

1.3.3 Staff, Duties, and Responsibilities– [Deleted, Not Applicable]

1.3.4 Meetings– [Deleted, Not Applicable]

1.3.5 Place of Performance

Full address of place of performance	Owner/operator of facility to be used	Percent (%) of Contract value to be performed at listed location

1.3.6 Reserved

1.3.7 Binding Commitments

Submitted Certified Corporate Resolution.

1.3.8 Training– [Deleted, Not Applicable]

1.3.9 Security

This Contract may require frequent deliveries to State of Michigan facilities. If security background checks are performed on staff, the Contractor shall indicate the name of the company that performs the check as well as provide a document stating that each employee has satisfactorily completed a security check and is suitable for assignment to State facilities. Upon request by the State, Contractors shall provide the results of all security background checks.



The State may decide to also perform a security background check. If so, the Contractor will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number or driver license number may be requested).

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities.

Morton Salt, Inc. and its subcontractors shall comply with the security access requirements of individual State facilities

1.4 Delivery and Acceptance

1.4.1 Time Frames

TIME FRAMES SEASONAL BACKUP

1. Purchase orders will be placed periodically (as needed) throughout the contract period, and all orders will be for minimum of 50 (fifty) ton deliveries. ("New" Seasonal Back -Up <50 tons) Purchase orders will be placed periodically (as needed) throughout the contract period.
2. MDOT agrees to purchase a minimum of 70% of the quantities requested for seasonal back-up. The contractor shall agree to furnish up to a maximum of 30% more than the quantities that will be given during the Bid Process. These percentages apply only to the region total awarded to the contractor, not each individual MDOT drop point within a district that is awarded to the contractor. These percentages of the district total awarded to the contractor may be distributed to any MDOT drop points within a certain district that are awarded to the contractor. MDOT is not limited to these percentages per drop point. These percentages also apply to MiDeal also known as Local Units of Government, and all other participating agencies in the attached Item Listing. However, they apply to each individual drop point.
3. **ALL** deliveries shall begin within **3 (three) calendar days and must be completed within 5 calendar days** after the request for shipment or order. The deliveries will occur **between October 1st through August 31st of each Contract year**. All drop points shall be contacted approximately 48 hours prior to delivery. This applies to MDOT and Local Unit of Government drop points. The day count begins on the first calendar day after the order is placed. The day count shall follow the examples shown below. Delivery shall be made by the following formula 30% must be delivered by 2:00 p.m. on day three, a total of 60% must be delivered by 2:00 p.m. on day four and the entire 100% must be delivered by 2:00 p.m. on day five. **(See Deductions 1.4.7)**

Examples:

Order placed Monday. Day 1 is Tuesday, Day 2 is Wednesday, delivery should begin on or before Thursday, delivery should continue on Friday, delivery should conclude on Saturday if the order stated that the requestor would take weekend delivery. Otherwise the delivery should conclude on Monday.

Order placed Tuesday. Day 1 is Wednesday, Day 2 is Thursday, Delivery should begin on or before Friday, delivery should continue on Saturday and conclude on Sunday if the order stated that the requestor would take weekend delivery. Otherwise the delivery will continue on Monday and conclude on Tuesday.

Order placed Wednesday. Day 1 is Thursday, Day 2 is Friday, delivery should begin on or before Saturday ... but only if the order stated that the requestor would take weekend delivery. Otherwise delivery begins on Monday and concludes on Wednesday.



Order placed Thursday. Day 1 is Friday, Day 2 is Saturday, delivery should begin on or before Sunday ... but only if the order stated that the requestor would take weekend delivery. Otherwise delivery begins on Monday and concludes on Wednesday.

Order placed Friday. Delivery begins Monday and concludes on Wednesday.

Order placed Saturday. Delivery begins Tuesday and concludes on Thursday.

Order placed Sunday. Delivery begins Wednesday and concludes on Friday.

4. All deliveries to MDOT drop points must be coordinated between the contractor and the MDOT Region Maintenance Representative. MDOT deliveries will be accepted Monday through Friday between 7:00 A.M. and 2:00 P.M. **(See Deductions 1.4.7).**

If a particular salt storage facility is capable of accepting inside delivery (minimum inside clearance height of 26 feet), appropriate delivery trucks shall be utilized in order to allow for self unloading inside the facility. **(See Deductions 1.4.7).** Refer to Attachment G for the list of MDOT salt sheds. The first column indicates whether or not the location requires "inside deliver

Morton Salt, Inc. shall comply with the stated delivery time frames.

1.4.2 Delivery Tickets

All salt to be delivered MUST be weighed on certified scales; the contractor shall, at their expense, have their scales certified and inspected, prior to beginning shipments, and on a monthly basis thereafter until all salt has been delivered. The certification and inspection shall be conducted by the specific scale manufacturer authorized service dealer. For Early Fill, the scales must be inspected and certified between August 15th and September 30th of every year. Copies of scale certification must be sent to the appropriate MDOT region by October 15th of every year. For Seasonal Back Up, the scales must be inspected and certified between January 1st and February 15th of every year. Copies of scale certification must be sent to the appropriate MDOT region by March 1st of every year. The State can require re-certification of the scale, if a particular salt shipment is found to be +/- 1% off. In addition, all delivery tickets MUST be legible, computer generated, printed from a computerized scale, and in English units. All trucks shall be weighed empty, then weighed loaded, and the differential shall be the net weight recorded on the delivery ticket. Scale operators shall not pre-empter estimated empty truck tare weights. Hand written tickets are unacceptable. The awarded vendors' scales must be cleaned on a regular basis, i.e., daily or weekly if appropriate. Also, the dock shall be maintained on a regular interval, i.e., weekly/biweekly. Violation of any of the above requirements can be grounds for rejection of salt shipment. **(See Deductions 1.4.7).**

Morton Salt, Inc. shall comply with requirements for 1.4.2.

1.4.3 Inconsistent Deliveries

The state reserves the right to disallow the use of any dock, weigh station, trucking company, etc. that is utilized by the contractor if it is discovered that there are inconsistencies regarding the quantity indicated on a delivery ticket and the actual amount received or verified by the re-weighing of a truck. MDOT has made arrangements with the appropriate enforcement authorities to increase the frequency of "spot checks" on trucks hauling salt to various delivery locations. If it is discovered that a particular delivery ticket exceeds the actual amount verified by re-weighing a truck, the Michigan Department of Transportation or the Local Unit of Government will be instructed to pay based on the re-weigh quantity. The state will also seek the possible prosecution of companies that are found to be involved in a "short shipping" scheme designed to take advantage of the State of Michigan or any Local Unit of Government included in this RFQ.

Morton Salt, Inc. is in agreement with 1.4.3



1.4.4 Conveyor Delivery

Please note the special instructions for **CONVEYOR** deliveries to certain locations in Attachment G.

Morton Salt, Inc. has noted 1.4.4

1.4.5 Delivery Term

Prices shall be "**F.O.B. Delivered and Unloaded**" to each drop point indicated on Attachment G. All costs associated with delivering salt to these drop points is included in each "Price per Ton." Other F.O.B. terms will not be accepted. Where the location allows, salt shall be unloaded inside the storage facility.

Morton Salt, Inc. shall comply with 1.4.5 (Attachment G)

1.4.6 Trucking

All loads of regular salt must be covered by an industry standard mesh tarp. If a load is delivered uncovered, or with the incorrect covering the load may be rejected.

1.4.7 Deductions

1. (Early Fill-Up only) For any salt delivered after normal hours of delivery, which are Monday through Friday between 7:00 a.m. and 2:00 p.m. unless alternate times have been mutually agreed to, there will be a 25% deduction penalty.
2. (Seasonal Backup only) For any salt delivered after the time agreed upon in the 48 hour delivery notice or after normal hours of delivery which are Monday through Friday between 7:00 a.m. and 2:00 p.m. unless alternate times have been mutually agreed to, there will be a 25% deduction penalty.
3. (Seasonal Backup only) For any salt not delivered by the close of business of the 3rd day after the order is placed (30% required of the total ordered), there will be a 25% deduction penalty with increments of 5% per day, not to exceed 50% of the total ordered. For any salt not received by the close of business of the 4th day after the order is placed (60% required of the total ordered), the receiving location may notify the vendor that they will purchase the undelivered balance of the total ordered from an alternate source. The vendor shall be responsible for any excess cost associated with this purchase as compared to the contract price for that location. The volume of salt purchased from the alternate source shall count toward the receiving location's 70% minimum order requirement.

Example: At the close of business (2:00 p.m.), unless an alternate delivery time has been mutually agreed to, on the 3rd day no salt, or less than 30% of the total ordered is delivered, a 25% deduction of the total ordered will be taken. On the 4th day less than 60% of the total order has been delivered, an additional 5% deduction will be taken, on the 5th day less than 100% of the total ordered has been delivered, and additional 5% deduction will be taken. For any subsequent day that 100% of the salt ordered is not delivered an additional 5% deduction will be taken.
4. For any salt delivered to a receiving location after hours when the receiving location is not staffed, there will be a 100% deduction penalty. Alternatively, the receiving location can opt to have the salt picked up at the vendor's expense.
5. All delivery tickets **MUST** be legible and be generated and printed from a computerized scale. Exception; receiving locations will allow written ticket in emergency situations and then only with a computer generated one to follow with tare weight. Failure to present a computer generated ticket will result in a 100% deduction penalty.



- 6. Please note that the state reserves the right to impose a **penalty (late fee)** on the contractor for salt not delivered within **10 (ten) calendar days** of the date the delivery began. For the undelivered portion of the salt that is late, there will be a 25% deduction penalty with increments of 5% per day, not to exceed 50% overall.
- 7. For each MDOT location that does not receive their total salt quantity by October 31st of each calendar year, the contractor will be charged \$1,000 per day late.
- 8. If a particular salt storage facility is capable of accepting inside delivery (minimum inside clearance height of 26 feet), and appropriate delivery trucks are not utilized in order to allow for self unloading inside the facility there will be a 50% deduction penalty. Alternatively, the receiving location can opt to have the salt picked up at the vendor's expense.
- 9. Any of the above penalties can be rendered void if mutually agreed upon by the contractor and the receiving location.

Morton Salt, Inc. has noted and is in agreement with 1.4.7

1.5 Proposal Pricing

1.5.1 Pricing

MOST FAVORED CUSTOMER

The State of Michigan, or any participating Local Unit of Government expects to be considered the "**Most Favored Customer**" regarding salt purchased in the State. In other words, since the total quantity included in this bid far exceeds the quantity that may be purchased by any other government entity in the State, the State expects to receive the "best price" during each winter season for the duration of this Contract for all locations. **Additionally, the State expects prices on this CONTRACT to be the same for salt delivered anywhere in the same County. If it is discovered that the State's, or any local agency's price is greater than any other participant, the State, or other local agency will pay based on the lowest price quoted within that county.** Additionally, awarded Contractors that bid salt to any other Public Entity within the State of Michigan during the term of this Contract, if the awarded price for that Public Entity is less than the price for a similar location on the State's CONTRACT, the State reserves the right to take the same price bid to that public entity (if within the same county). (See Deductions 1.4.7)

1.5.2 Quick Payment Terms

Contractor will offer a quick payment discount of ___% off an invoice if paid within 10 Days from the State's receipt of the invoice or delivery of the Deliverable(s), whichever is later.

No quick payment discount will be offered.

1.5.3 Price Term

Items on this Contract will be bid on a yearly basis. Therefore prices are subject to change every year. The State shall receive the benefit of any decrease in price that may occur.

1.5.4 Tax Excluded from Price

(a) Sales Tax: The State is exempt from sales tax for direct purchases. The bidder's prices must not include sales tax. DTMB-Purchasing Operations will furnish exemption certificates for sales tax upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the bidder's prices must not include the Federal Excise Tax.



1.5.5 Invoices– [Deleted, Not Applicable]

1.6 Commodity Requirements– [Deleted, Not Applicable]

1.6.1 Customer Service– [Deleted, Not Applicable]

1.6.2 Research and Development– [Deleted, Not Applicable]

1.6.3 Quality Assurance Program– [Deleted, Not Applicable]

1.6.4 Warranty for Deliverable(s) – [Deleted, Not Applicable]

1.6.5 Special Incentives– [Deleted, Not Applicable]

1.6.6 Energy Efficiency– [Deleted, Not Applicable]

1.6.7 Environmental Requirements– [Deleted, Not Applicable]

1.6.8 Recycled Content and Recyclability– [Deleted, Not Applicable]

1.6.9 Materials Identification and Tracking– [Deleted, Not Applicable]

1.7 Extended Purchasing

1.7.1 MiDEAL

The Management and Budget Act, MCL 18.1263, permits the State to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, or community or junior college (MiDEAL Members). A current listing of approved MiDEAL Members is available at: www.michigan.gov/mideal.

The Contractor must supply Deliverable(s) to the State and MiDEAL Members at the established State Contract prices and terms, subject to Section 2.22.1, MiDEAL Requirements.

1.7.2 State Employee Purchases – [Deleted, Not Applicable]

1.8 Additional Terms

1.8.1 Billing

All salt will be paid for on the basis of tonnage delivered and unloaded to each drop point indicated on the attached Item Listings. A copy of the Contractor's shipping document showing the net weight tonnage, Drop Point and receiving locations acceptance signature must accompany each invoice. Invoices shall be sent to the appropriate Bill To address as it appears on the Direct Purchase Orders issued by the Michigan Department of Transportation, the DPO # must appear on the invoice. Bills should be received within 30 days after delivery of the salt.



Article 2 – Terms and Conditions

2.1 Contract Term

2.1.1 Contract Term

The Contract term begins September 1, 2011 and expires September 1, 2016. All outstanding Purchase Orders will expire upon the termination of the Contract for any of the reasons listed in Section 2.16, Termination by the State, unless otherwise agreed to in writing by DTMB-Purchasing Operations. Absent an early termination, Purchase Orders issued, but not expired, by the end of the Contract's term will remain in effect until the next September 30.

2.1.2 Options to Renew

This Contract may be renewed for up to [two] additional [one] year period(s). Renewal must be by mutual written agreement of the parties, not less than 30 days before expiration of the Contract.

2.2 Payments and Taxes

2.2.1 Fixed Prices for Deliverable(s)

Prices are fixed for all Deliverable(s) and for all of the associated payment milestones and amounts.

2.2.2 Payment Deadlines

Undisputed invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 *et seq.*, within 45 days after receipt.

2.2.3 Invoicing and Payment – In General [Deleted, Not Applicable]

2.2.4 Pro-ration [Deleted, Not Applicable]

2.2.5 Final Payment and Waivers

The Contractor's acceptance of final payment by the State constitutes a waiver of all claims by the Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed. For other claims, final payment by the State will not constitute a waiver by either party of any rights as to the other party's continuing obligations, nor will it constitute a waiver of any claims under this Contract, including claims for Deliverable(s) not reasonably known to be defective or substandard.

2.2.6 Electronic Payment Requirement

As required by MCL 18.1283a, the Contractor must electronically register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer (EFT) payments.

2.2.7 Employment Taxes

The Contractor must collect and pay all applicable federal, state, and local employment taxes.

2.2.8 Sales and Use Taxes

The Contractor must register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. If the Contractor lacks sufficient presence in Michigan to be required to register and pay taxes, it must do so on a voluntary basis. The requirement to register and remit sales and use taxes extends to (a) all members of a "controlled group of corporations" as defined in § 1563(a) of the Internal Revenue Code, 26 USC 1563(a), and applicable regulations; and (b) all organizations under common control that make sales at retail for delivery into the State. Any United States Department of Treasury regulation that references "two or more trades or businesses under common control" includes organizations such as sole proprietorships, partnerships (as defined in § 7701(a)(2) of the Internal Revenue Code, 26 USC 7701(a)(2)), trusts, estates, corporations, or limited liability companies.



2.3 Contract Administration

2.3.1 Issuing Office

This Contract is issued by DTMB-Purchasing Operations on behalf of Michigan Department of Transportation, hereinafter known as MDOT. **DTMB-Purchasing Operations is the only entity authorized to modify the terms and conditions of this Contract, including the prices and specifications.** The Contract Administrator within DTMB-Purchasing Operations for this Contract is:

Department of Technology, Management and Budget
Purchasing Operations
Attn: Lymon C. Hunter, CPPB
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 241-1145
HunterL@Michigan.gov

2.3.2 Contract Compliance Inspector

The Contract Compliance Inspector, named below, will monitor and coordinate Contract activities on a day-to-day basis. However, monitoring of this Contract implies **no authority to modify the terms and conditions of this Contract, including the prices and specifications.**

Tim Croze
Michigan Department of Transportation
Maintenance Support Area
6333 Old Lansing Rd.
Lansing, Mi 48917
crozet@michigan.gov
Phone: (517) 322-3394
Fax: (517) 322-3385

2.3.3 Project Manager– [Deleted, Not Applicable]

2.3.4 Contract Changes

(a) If the State requests or directs the Contractor to provide any Deliverable(s) that the Contractor believes are outside the scope of the Contractor's responsibilities under the Contract, the Contractor must notify the State before performing the requested activities. If the Contractor fails to notify the State, any activities performed will be considered in-scope and not entitled to additional compensation or time. If the Contractor begins work outside the scope of the Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

(b) The State or the Contractor may propose changes to the Contract. If the Contractor or the State requests a change to the Deliverable(s) or if the State requests additional Deliverable(s), the Contractor must provide a detailed outline of all work to be done, including tasks, timeframes, listing of key personnel assigned, estimated hours for each individual per Deliverable, and a complete and detailed cost justification. If the parties agree on the proposed change, DTMB-Purchasing Operations will prepare and issue a notice that describes the change, its effects on the Deliverable(s), and any affected components of the Contract (Contract Change Notice).

(c) No proposed change may be performed until DTMB-Purchasing Operations issues a duly executed Contract Change Notice for the proposed change.

2.3.5 Price Changes[Deleted, Not Applicable]



2.3.6 Notices

All notices and other communications required or permitted under this Contract must be in writing and will be considered given when delivered personally, by fax (if provided) or by e-mail (if provided), or by registered mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to State:

State of Michigan
DTMB-Purchasing Operations
Attention: Lymon C. Hunter, CPPB
PO Box 30026
530 West Allegan
Lansing, MI 48909
HunterL@michigan.gov
Fax: 517.335.0046

If to Contractor:

Morton Salt, Inc.
Kaye Harris, Senior Bid Analyst
123 N. Wacker Drive
Chicago, IL 60606-1743
kharris@mortonsalt.com
Fax: 312.807.2669

Delivery by a nationally recognized overnight express courier will be treated as personal delivery.

2.3.7 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless otherwise provided in this Contract, the parties will not unreasonably delay, condition or withhold their consent, decision, or approval any time it is requested or reasonably required in order for the other party to perform its responsibilities under the Contract.

2.3.8 Assignments

(a) Neither party may assign this Contract, or assign or delegate any of its duties or obligations under the Contract, to another party (whether by operation of law or otherwise), without the prior approval of the other party. The State may, however, assign this Contract to any other State agency, department, or division without the prior approval of the Contractor.

(b) If the Contractor intends to assign this Contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State and provide adequate information about the assignee at least 90 days before the proposed assignment or as otherwise provided by law or court order. The State may withhold approval from proposed assignments, subcontracts, or novations if the State determines, in its sole discretion, that the transfer of responsibility would decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(c) If the State permits an assignment of the Contractor's right to receive payments, the Contractor is not relieved of its responsibility to perform any of its contractual duties. All payments must continue to be made to one entity.

2.3.9 Equipment

The State will not provide equipment and resources unless specifically identified in the Statement(s) of Work or other Contract exhibits.

2.3.10 Facilities [Deleted, Not Applicable]



2.4 Contract Management

2.4.1 Contractor Personnel Qualifications

All persons assigned by the Contractor to perform work must be employees of the Contractor or its majority-owned subsidiaries, or a State-approved Subcontractor, and must be fully qualified to perform the work assigned to them. The Contractor must include this requirement in any subcontract.

2.4.2 Contractor Key Personnel– [Deleted, Not Applicable]

2.4.3 Removal or Reassignment of Personnel at the State's Request– [Deleted, Not Applicable]

2.4.4 Contractor Personnel Location– [Deleted, Not Applicable]

2.4.5 Contractor Identification– [Deleted, Not Applicable]

2.4.6 Cooperation with Third Parties– [Deleted, Not Applicable]

2.4.7 Relationship of the Parties

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor, or any of its subcontractors, is an employee, agent or servant of the State. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants, and subcontractors during the performance of the Contract.

2.4.8 Contractor Return of State Equipment/Resources– [Deleted, Not Applicable]

2.4.9 Background Checks– [Deleted, Not Applicable]

2.4.10 Compliance With State Policies– [Deleted, Not Applicable]

2.5 Subcontracting by Contractor– [Deleted, Not Applicable]

2.5.1 Contractor Responsible– [Deleted, Not Applicable]

2.5.2 State Approval of Subcontractor– [Deleted, Not Applicable]

2.5.3 Subcontract Requirements– [Deleted, Not Applicable]

2.5.4 Competitive Selection– [Deleted, Not Applicable]

2.6 Reserved

2.7 Performance

2.7.1 Time of Performance

(a) The Contractor must immediately notify the State upon becoming aware of any circumstances that may reasonably be expected to jeopardize the completion of any Deliverable(s) by the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.

(b) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must immediately notify the State and, to the extent practicable, continue to perform its obligations according to the Contract time periods. The Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.



2.7.2 Service Level Agreements [Deleted, Not Applicable]

2.7.3 Liquidated Damages– [Deleted, Not Applicable]

2.7.4 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations that is caused by government regulations or requirements, power failure, electrical surges or current fluctuations, war, forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, acts or omissions of common carriers, fire, riots, civil disorders, labor disputes, embargoes, injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused), or any other cause beyond the reasonable control of a party; provided the non-performing party and any Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. The non-performing party must promptly notify the other party immediately after the excusable failure occurs, and when it abates or ends. Both parties must use commercially reasonable efforts to resume performance.

If any of the reasons listed substantially prevent, hinder, or delay the Contractor's performance of the Deliverable(s) for more than 10 Days, and the State reasonably determines that performance is not likely to be resumed within a period of time that is satisfactory to the State, the State may: (a) procure the affected Deliverable(s) from an alternate source without liability for payment so long as the delay in performance continues; or (b) terminate any portion of the Contract so affected and equitably adjust charges payable to the Contractor to reflect those Deliverable(s) that are terminated. The State must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure or to payments for Deliverable(s) not provided as a result of the Excusable Failure. The Contractor will not be relieved of a default or delay caused by acts or omissions of its Subcontractors except to the extent that a Subcontractor experiences an Excusable Failure and the Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.

2.8 Acceptance of Deliverable(s) – [Deleted, Not Applicable]

2.8.1 Quality Assurance

By tendering any Deliverable to the State, the Contractor certifies to the State that (a) it has performed reasonable quality assurance activities; (b) it has performed any reasonable testing; and (c) it has corrected all material deficiencies discovered during the quality assurance activities and testing. To the extent that testing occurs at State Locations, the State is entitled to observe and otherwise participate in the testing.

2.8.2 Delivery Responsibilities– [Deleted, Not Applicable]

2.8.3 Process for Acceptance of Deliverable(s) – [Deleted, Not Applicable]

2.8.4 Acceptance of Deliverable(s) – [Deleted, Not Applicable]

2.8.5 Process for Approval of Written Deliverable(s) [Deleted, Not Applicable]

2.8.6 Process for Approval of Services [Deleted, Not Applicable]



2.8.7 Final Acceptance[Deleted, Not Applicable]

2.9 Ownership [Deleted, Not Applicable]

2.10 State Standards [Deleted, Not Applicable]

2.11 Confidentiality

2.11.1 Confidential Information[Deleted, Not Applicable]

2.11.2 Protection and Destruction of Confidential Information[Deleted, Not Applicable]

2.11.3 Exclusions[Deleted, Not Applicable]

2.11.4 No Obligation to Disclose[Deleted, Not Applicable]

2.11.5 Security Breach Notification[Deleted, Not Applicable]

2.12 Records and Inspections

2.12.1 Inspection of Work Performed

The State's authorized representatives, at reasonable times and with 10 days prior notice, have the right to enter the Contractor's premises or any other places where work is being performed in relation to this Contract. The representatives may inspect, monitor, or evaluate the work being performed, to the extent the access will not reasonably interfere with or jeopardize the safety or operation of Contractor's systems or facilities. The Contractor must provide reasonable assistance for the State's representatives during inspections.

2.12.2 Retention of Records

(a) The Contractor must retain all financial and accounting records related to this Contract for a period of seven years after the Contractor performs any work under this Contract (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.12.3 Examination of Records

The State, upon 10 days notice to the Contractor, may examine and copy any of the Contractor's records that relate to this Contract. The State does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this Contract.

2.12.4 Audit Resolution

If necessary, the Contractor and the State will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The Contractor and the State must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

2.12.5 Errors

(a) If an audit reveals any financial errors in the records provided to the State, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the Contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the Contract, whichever is earlier.



(b) In addition to other available remedies, if the difference between the State's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

2.13 Warranties

2.13.1 Warranties and Representations[Deleted, Not Applicable]

2.13.2 Warranty of Merchantability

The Deliverable(s) provided by the Contractor must be merchantable.

2.13.3 Warranty of Fitness for a Particular Purpose

The Deliverable(s) provided by the Contractor must be fit for the purpose(s) identified in this Contract.

2.13.4 Warranty of Title

The Contractor must convey good title to any Deliverable(s) provided to the State. All Deliverable(s) provided by the Contractor must be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Deliverable(s) provided by the Contractor must be delivered free of any rightful claim of infringement by any third person.

2.13.5 Equipment Warranty[Deleted, Not Applicable]

2.13.7 Prohibited Products

Shipping of salvage, distressed, outdated, or discontinued goods to any State agency will be considered a material default by the Contractor. The brand and product number offered for all items will remain consistent for the term of the Contract, unless DTMB-Purchasing Operations has approved a change order under Section 2.3.4, Contract Changes.

2.13.8 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in Section 2.13, Warranties, the breach may be considered a material default.

2.14 Insurance

2.14.1 Liability Insurance

For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

(a) The following apply to all insurance requirements:

(i) The State, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.

(ii) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed to limit any liability or indemnity of the Contractor to any indemnified party or other persons.

(iii) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.

(iv) In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Michigan Attorney General.



(b) The Contractor must:

(i) provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that are alleged or may arise or result from the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.

(ii) waive all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.

(iii) ensure that all insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.

(iv) obtain insurance, unless the State approves otherwise, from any insurer that has an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State.

(v) maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.

(vi) pay all deductibles.

(vii) pay for and provide the type and amount of insurance checked below:

(A) Commercial General Liability Insurance

Minimal Limits:

\$2,000,000 General Aggregate Limit other than Products/Completed Operations;

\$2,000,000 Products/Completed Operations Aggregate Limit;

\$1,000,000 Personal & Advertising Injury Limit; and

\$1,000,000 Each Occurrence Limit.

\$500,000 Fire Damage Limit (any one fire)

Deductible maximum:

\$50,000 Each Occurrence

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

(B) Umbrella or Excess Liability Insurance

Minimal Limits:

\$10,000,000 General Aggregate

Additional Requirements:

Umbrella or Excess Liability limits must at least apply to the insurance required in (A), General Commercial Liability. The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

(C) Motor Vehicle Insurance

Minimal Limits:

If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.



(D) Hired and Non-Owned Motor Vehicle Coverage

Minimal Limits:

\$1,000,000 Per Accident

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the vehicle liability certificate. The Contractor must also provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

(E) Workers' Compensation Insurance

Minimal Limits:

The Contractor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, the Contractor must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the Contractor's domicile, the Contractor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Additional Requirements:

The Contractor must provide the applicable certificates of insurance and a list of states where the coverage is applicable. Contractor must provide proof that the Workers' Compensation insurance policies contain a waiver of subrogation by the insurance company, except where such a provision is prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

(F) Employers Liability Insurance

Minimal Limits:

\$100,000 Each Accident;
 \$100,000 Each Employee by Disease
 \$500,000 Aggregate Disease

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

2.14.2 Subcontractor Insurance Coverage

Except where the State has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 2.14.1, Liability Insurance. Alternatively, the Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that Section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.

2.14.3 Certificates of Insurance and Other Requirements

Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers, and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. The Contractor must provide DTMB-Purchasing Operations with all applicable certificates of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in Section 2.14.1, Liability Insurance. Each certificate must be on the standard "accord" form or equivalent and **MUST CONTAIN THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER**. Each certificate must be prepared and submitted by the insurer and must contain a provision indicating that the coverage afforded will not be cancelled, materially changed, or not renewed without 30 days prior notice, except for 10 days for nonpayment of premium, to the Director of DTMB-Purchasing Operations. The notice to the Director of DTMB-Purchasing Operations must include the applicable Contract or Purchase Order number.



2.15 Indemnification

2.15.1 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend, and hold the State harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor, any of its subcontractors, or by anyone else for whose acts any of them may be liable.

2.15.2 Code Indemnification [Deleted, Not Applicable]

2.15.3 Employee Indemnification [Deleted, Not Applicable]

2.15.4 Patent/Copyright Infringement Indemnification

(a) To the extent permitted by law, the Contractor must indemnify and hold the State harmless from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest, and penalties) resulting from any action threatened or brought against the State to the extent that the action is based on a claim that any piece of equipment, software, commodity, or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, infringes any United States patent, copyright, trademark or trade secret of any person or entity.

(b) If, in the State's or the Contractor's opinion, any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, is likely to become the subject of an infringement claim, the Contractor must, at its expense: (i) procure for the State the right to continue using the equipment, software, commodity or service or, if this option is not reasonably available to the Contractor; (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if this option is not reasonably available to Contractor; (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

(c) Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any infringement claim based upon: (i) equipment, software, commodity or service developed based on written specifications of the State; (ii) use of the equipment, software, or commodity in a configuration other than implemented or approved by the Contractor, including any modification of the same by the State; or (iii) the combination, operation, or use of the equipment, software, or commodity with equipment, software, or commodities not supplied by the Contractor under this Contract.

2.15.5 Continuing Obligation [Deleted, Not Applicable]

2.15.6 Indemnification Procedures

These procedures apply to all indemnity obligations:

(a) After the State receives notice of an action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify the Contractor of the claim and take, or assist the Contractor in taking, any reasonable action to avoid a default judgment against the Contractor. Failure to notify the Contractor does not relieve the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the notification failure. Within 10 days following receipt of notice from the State relating to any claim, the Contractor must notify the State whether the Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying the Contractor of a claim and before the State receives the Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs, including attorney fees, incurred by the State in defending against the claim during that period.



(b) If the Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in handling the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain prior approval of the State before entering into any settlement of the claim or ceasing to defend against the claim; and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim. The State may retain control of the defense and settlement of a claim by notifying the Contractor within 10 days after the State's receipt of the Contractor's information requested by the State under clause (ii) of this paragraph, if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If the Contractor does not deliver a Notice of Election relating to any claim of which it is notified, the State may defend the claim in a manner it deems appropriate, at the cost and expense of the Contractor. If it is determined that the claim was one against which the Contractor was required to indemnify the State, upon request of the State, the Contractor must promptly reimburse the State for all reasonable costs and expenses.

2.15.7 Limitation of Liability

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor is limited to the value of the Contract.

2.16 Termination by the State

2.16.1 Notice and Right to Cure

If the Contractor breaches the Contract, and the State, in its sole discretion, determines that the breach is curable, the State will provide the Contractor notice of the breach and a period of at least 30 days to cure the breach. The State does not need to provide notice or an opportunity to cure for successive or repeated breaches or if the State determines, in its sole discretion, that a breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

2.16.2 Termination for Cause

(a) The State may fully or partially terminate this Contract for cause by notifying the Contractor if the Contractor: (i) breaches any of its material duties or obligations (including a Chronic Failure to meet any SLA); or (ii) fails to cure a breach within the time period specified in a notice of breach provided by the State.

(b) The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees and court costs, and any additional costs the State incurs to procure the Deliverable(s) from other sources. Re-procurement costs are not consequential, indirect, or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Deliverable(s).

(c) If the State partially terminates this Contract for cause, any charges payable to the Contractor will be equitably adjusted to reflect those Deliverable(s) that are terminated. The State must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date. Any services or related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.



(d) If the State terminates this Contract for cause and it is determined, for any reason, that the Contractor was not in breach of the Contract, the termination will be deemed to have been a termination under Section 2.16.3, Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

2.16.3 Termination for Convenience

The State may fully or partially terminate this Contract for its convenience if the State determines that a termination is in the State's best interest. Reasons for the termination are within the sole discretion of the State and may include: (a) the State no longer needs the Deliverable(s) specified in this Contract; (b) a relocation of office, program changes, or changes in laws, rules, or regulations make the Deliverable(s) no longer practical or feasible for the State; (c) unacceptable prices for Contract changes; or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFQ issued by the State. The State may terminate this Contract for its convenience by giving Contractor notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, any charges payable to the Contractor must be equitably adjusted to reflect those Deliverable(s) that are terminated.

2.16.4 Termination for Non-Appropriation

(a) If this Contract extends for more than one fiscal year, continuation of this Contract is subject to the appropriation or availability of funds. If sufficient funds to enable the State to continue payment are not appropriated or otherwise made available, the State must fully or partially terminate this Contract at the end of the last period for which funds have been appropriated or otherwise made available. The State must give the Contractor notice at least 30 days before the date of termination, unless the State receives notice of the non-appropriation or unavailability less than 30 days before the end of the last period for which funds have been appropriated or otherwise made available.

(b) If funding for this Contract is reduced by law, or funds to pay the Contractor for the Deliverable(s) are not appropriated or are otherwise unavailable, the State may, upon 30 days notice to the Contractor, change the Deliverable(s) in the manner and for the periods of time the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any Deliverable(s) not provided because of the reduction.

(c) If the State fully or partially terminates this Contract for non-appropriation, the State must pay the Contractor for all work-in-progress performed through the effective date of the termination to the extent funds are available.

2.16.5 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor is convicted of a criminal offense related to a State, public, or private Contract or subcontract.

2.16.6 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for all work-in-progress performed through the effective date of the termination. The Contract may be fully or partially terminated and will be effective as of the date stated in the notice.

2.16.7 Rights and Obligations upon Termination

- (a) If the State terminates this Contract for any reason, the Contractor must:
- (i) stop all work as specified in the notice of termination;
 - (ii) take any action that may be necessary, or that the State may direct, to preserve and protect Deliverable(s) or other State property in the Contractor's possession;
 - (iii) return all materials and property provided directly or indirectly to the Contractor by any entity, agent, or employee of the State;
 - (iv) transfer title in and deliver to the State, unless otherwise directed, all Deliverable(s) intended to be transferred to the State at the termination of the Contract (which will be provided



- to the State on an "As-Is" basis except to the extent the State compensated the Contractor for warranty services related to the materials);
- (v) to the maximum practical extent, take any action to mitigate and limit potential damages, including terminating or limiting subcontracts and outstanding orders for materials and supplies; and
 - (vi) take all appropriate action to secure and maintain State information confidentially in accordance with Section 2.11, Confidentiality.

(b) If the State terminates this Contract under Section 2.16.3, Termination for Convenience, the State must pay the Contractor all charges due for Deliverable(s) provided before the date of termination and, if applicable, as a separate item of payment, for work-in-progress, based on a percentage of completion determined by the State. All completed or partially completed Deliverable(s) prepared by the Contractor, at the option of the State, become the State's property, and the Contractor is entitled to receive equitable compensation for those Deliverable(s). Regardless of the basis for the termination, the State is not obligated to pay or otherwise compensate the Contractor for any lost expected future profits, costs, or expenses incurred with respect to Deliverable(s) not actually completed.

(c) If the State terminates this Contract for any reason, the State may assume, at its option, any subcontracts and agreements for Deliverable(s), and may pursue completion of the Deliverable(s) by replacement contract or as the State deems expedient.

2.16.8 Reservation of Rights

In the event of any full or partial termination of this Contract, each party reserves all rights or remedies otherwise available to the party.

2.16.9 Contractor Transition Responsibilities

If this Contract terminates under Section 2.16, Termination by the State, the Contractor must make reasonable efforts to transition the performance of the work, including all applicable equipment, services, software, and leases, to the State or a third party designated by the State within a reasonable period of time that does not exceed 60 days from the date of termination. The Contractor must provide any required reports and documentation.

2.16.10 Transition Payments

If the transition responsibilities outlined in Section 2.16.9, Contractor Transition Responsibilities, arise based on a termination of this Contract, reimbursement will be governed by the provisions of Section 2.16, Termination by the State. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e., costs incurred after the expiration within the time period in Section 2.16.9 that result from transition operations) at the Contract rates. The Contractor must prepare an accurate accounting from which the State and the Contractor may reconcile all outstanding accounts.

2.17 Termination by the Contractor

2.17.1 Termination

If the State breaches the Contract and the Contractor, in its sole discretion, determines that the breach is curable, then the Contractor will provide the State with notice of the breach and a time period (not less than 30 days) to cure the breach.

The Contractor may terminate this Contract if the State: (a) materially breaches its obligation to pay the Contractor undisputed amounts due; (b) breaches its other obligations to an extent that makes it impossible or commercially impractical for the Contractor to complete the Deliverable(s); or (c) does not cure the breach within the time period specified in a notice of breach. The Contractor must discharge its obligations under Section 2.20, Dispute Resolution, before it terminates the Contract.

2.18 Stop Work



2.18.1 Stop Work Order

The State may, by issuing a Stop Work Order, require that the Contractor fully or partially stop work for a period of up to 90 calendar days, and for any further period to which the parties agree. Upon receipt of the Stop Work Order, the Contractor must immediately take all reasonable steps to minimize incurring costs. Within the period of the Stop Work Order, the State must either: (a) terminate the Stop Work Order; or (b) terminate the work covered by the Stop Work Order as provided in Section 2.16, Termination by the State.

2.18.2 Termination of Stop Work Order

The Contractor must resume work if the State terminates a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, if: (a) the Stop Work Order results in an increase in the time required for, or the Contractor's costs properly allocated to, the performance of the Contract; and (b) the Contractor asserts its right to an equitable adjustment within 20 days after the end of the Stop Work Order by submission of a request for adjustment to the State; provided that, the State may receive and act upon the Contractor's request submitted at any time before final payment. Any adjustment will conform to the requirements of Section 2.3.4, Contract Changes.

2.18.3 Allowance of the Contractor's Costs

If the State fully or partially terminates the work covered by the Stop Work Order, for reasons other than material breach, the termination is a termination for convenience under Section 2.16, Termination by the State, and the State will pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. The State is not liable to the Contractor for lost profits because of a Stop Work Order issued under Section 2.18, Stop Work.

2.19 Reserved

2.20 Dispute Resolution [Deleted, Not Applicable]

2.20.1 General [Deleted, Not Applicable]

2.20.2 Informal Dispute Resolution [Deleted, Not Applicable]

2.20.3 Injunctive Relief [Deleted, Not Applicable]

2.20.4 Continued Performance [Deleted, Not Applicable]

2.21 Disclosure Responsibilities

2.21.1 Disclosure of Litigation

(a) Within 30 days after receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of this Contract, the Contractor must disclose the following to the Contract Administrator:

- (i) A criminal Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors;
- (ii) A parole or probation Proceeding;
- (iii) A Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors under the Sarbanes-Oxley Act; and
- (iv) A civil Proceeding to which the Contractor (or, if the Contractor is aware, any Subcontractor) is a party, and which involves (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the Contractor or any Subcontractor; or (B) a claim or written allegation of fraud against the Contractor (or, if the Contractor is aware, any Subcontractor) by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities.



(b) Information provided to the State from the Contractor's publicly filed documents will satisfy the requirements of this Section.

(c) If any Proceeding that is disclosed to the State or of which the State otherwise becomes aware, during the term of this Contract, would cause a reasonable party to be concerned about: (i) the ability of the Contractor (or a Subcontractor) to continue to perform this Contract; or (ii) whether the Contractor (or a Subcontractor) is engaged in conduct that is similar in nature to the conduct alleged in the Proceeding and would constitute a breach of this Contract or a violation of federal or state law, regulations, or public policy, then the Contractor must provide the State all requested reasonable assurances that the Contractor and its Subcontractors will be able to continue to perform this Contract.

2.21.2 Other Disclosures

The Contractor must notify DTMB-Purchasing Operations within 30 days of:

- (a) becoming aware that a change in the Contractor's ownership or officers has occurred or is certain to occur; or
- (b) any changes to company affiliations.

2.21.3 Call Center Disclosure [Deleted, Not Applicable]

2.22 Extended Purchasing

2.22.1 MiDEAL Requirements

(a) The Contractor must ensure that all purchasers are MiDEAL Members before extending the Contract pricing.

(b) The Contractor must submit quarterly reports of MiDEAL purchasing activities to DTMB-Purchasing Operations.

(c) To the extent that MiDEAL Members purchase Deliverable(s) under this Contract, the quantities of Deliverable(s) purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

(d) The Contractor must submit invoices to and receive payment from MiDEAL Members on a direct and individual basis.

2.22.2 State Administrative Fee

The Contractor must pay an Administrative Fee on the sales transacted under this Contract including MDOT, other State agencies, and local units of governments. For Early Fill, the Contractor must remit the Administrative Fee in U.S. dollars by December 31, 2011. The Administrative Fee equals **\$.05 per ton** of the total sales. For Seasonal Backup, the Contractor must remit the Administrative Fee in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period, which begins October 1st of each year during the Contract period. The Administrative Fee equals **\$.05 per ton** of the total quarterly sales reported. Contractor must include the Administrative Fee in their prices.

The Contractor must remit any monies due as a result of the close-out report at the time the close-out report is submitted to Purchasing Operations.

The Contractor must pay the Administrative Fee collected by check. To ensure the payment is credited properly, the Contractor must identify the check as an "Administrative Fee" and include the following information with the payment:

Applicable State Contact Number, report amount(s), and reporting period covered.

Checks for payment of user fees/rebate payments to the State should be made payable to the State of Michigan and sent to:

**Department of Technology, Management and Budget**

Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut Street
P.O. Box 30681
Lansing, MI 48909

Please make check payable to: Treasurer, State of Michigan

In addition, reports shall be submitted to the Buyer for the period covered by the check. The report shall include the date of the check, amount of the check, and the volume of sales the user fees/rebate is based upon for both the State of Michigan and MiDEAL (Local Units of Government) members.

2.22.3 State Employee Purchase Requirements [Deleted, Not Applicable]**2.23 Laws****2.23.1 Governing Law**

This Contract is governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of another jurisdiction to the extent not inconsistent with or preempted by federal law.

2.23.2 Compliance with Laws

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the Deliverable(s).

2.23.3 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, the Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections to this venue that it may have, such as lack of personal jurisdiction or *forum non conveniens*. The Contractor must appoint agents in the State of Michigan to receive service of process.

2.23.4 Nondiscrimination

In the performance of the Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. The Contractor further agrees that every subcontract entered into for the performance of this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and any breach of this provision may be regarded as a material breach of the Contract.

2.23.5 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, *et seq.*, the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any Contract if, after award of the Contract, the name of the Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of the Contractor appears in the register.



2.23.6 Environmental Provision [Deleted, Not Applicable]

2.23.7 Freedom of Information

This Contract and all information submitted to the State by the Contractor is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

2.23.8 Workplace Safety and Discriminatory Harassment [Deleted, Not Applicable]

2.23.9 Prevailing Wage [Deleted, Not Applicable]

2.23.10 Abusive Labor Practices [Deleted, Not Applicable]

2.24 General Provisions

2.24.1 Bankruptcy and Insolvency [Deleted, Not Applicable]

2.24.2 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFQ and this Contract or the project to which it relates will not be made without prior approval by the State, and only in accordance with the instructions from the State.

2.24.3 Contract Distribution

DTMB-Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by DTMB-Purchasing Operations.

2.24.4 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses, and approvals for the delivery, installation, and performance of the Contract.

2.24.5 Website Incorporation

The State is not bound by any content on the Contractor's website unless incorporated directly into this Contract.

2.24.6 Future Bidding Preclusion [Deleted, Not Applicable]

2.24.7 Antitrust Assignment [Deleted, Not Applicable]

2.24.8 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as mandated by federal disaster response requirements, Contractor personnel dedicated to providing Deliverable(s) under this Contract will provide the State with priority.

2.24.9 Legal Effect

The State is not liable for costs incurred by the Contractor or for payment(s) under this Contract until the Contractor is authorized to perform under Section 1.2.4, Ordering.

2.24.10 Entire Agreement [Deleted, Not Applicable]

2.24.11 Order of Precedence

Any inconsistency in the terms associated with this Contract will be resolved by giving precedence to the terms in the following descending order:

- (a) Mandatory sections (2.1.1, Contract Term, 2.24.9, Legal Effect, 2.2.2, Payment Deadlines, 2.14, Insurance, 2.15, Indemnification, 2.16, Termination, 2.23, Governing Law, 2.15.7, Limitation of Liability);
- (b) The most recent Statement of Work related to this Contract;



- (c) All sections from Article 2 - Terms and Conditions, not listed in subsection (a);
- (d) Any attachment or exhibit to the Contract documents;
- (e) Any Purchase Order, Direct Voucher, or Procurement Card Order issued under the Contract; and
- (f) Bidder Responses contained in any of the RFQ documents.

2.24.12 Headings

The captions and section headings used in this Contract are for convenience only and may not be used to interpret the scope and intent of this Contract.

2.24.13 Form, Function and Utility

If this Contract is for statewide use, but the Deliverable(s) does not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the Deliverable(s) from another source.

2.24.14 Reformation and Severability

Each provision of the Contract is severable from all other provisions of the Contract. If any provision of this Contract is held unenforceable, then the Contract will be modified to reflect the parties' original intent. All remaining provisions of the Contract remain in full force and effect.

2.24.15 Approval

Unless otherwise provided in this Contract, approval(s) must be in writing and must not be unreasonably withheld or delayed.

2.24.16 No Waiver of Default

Failure by a party to insist upon strict adherence to any term of the Contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of the Contract.

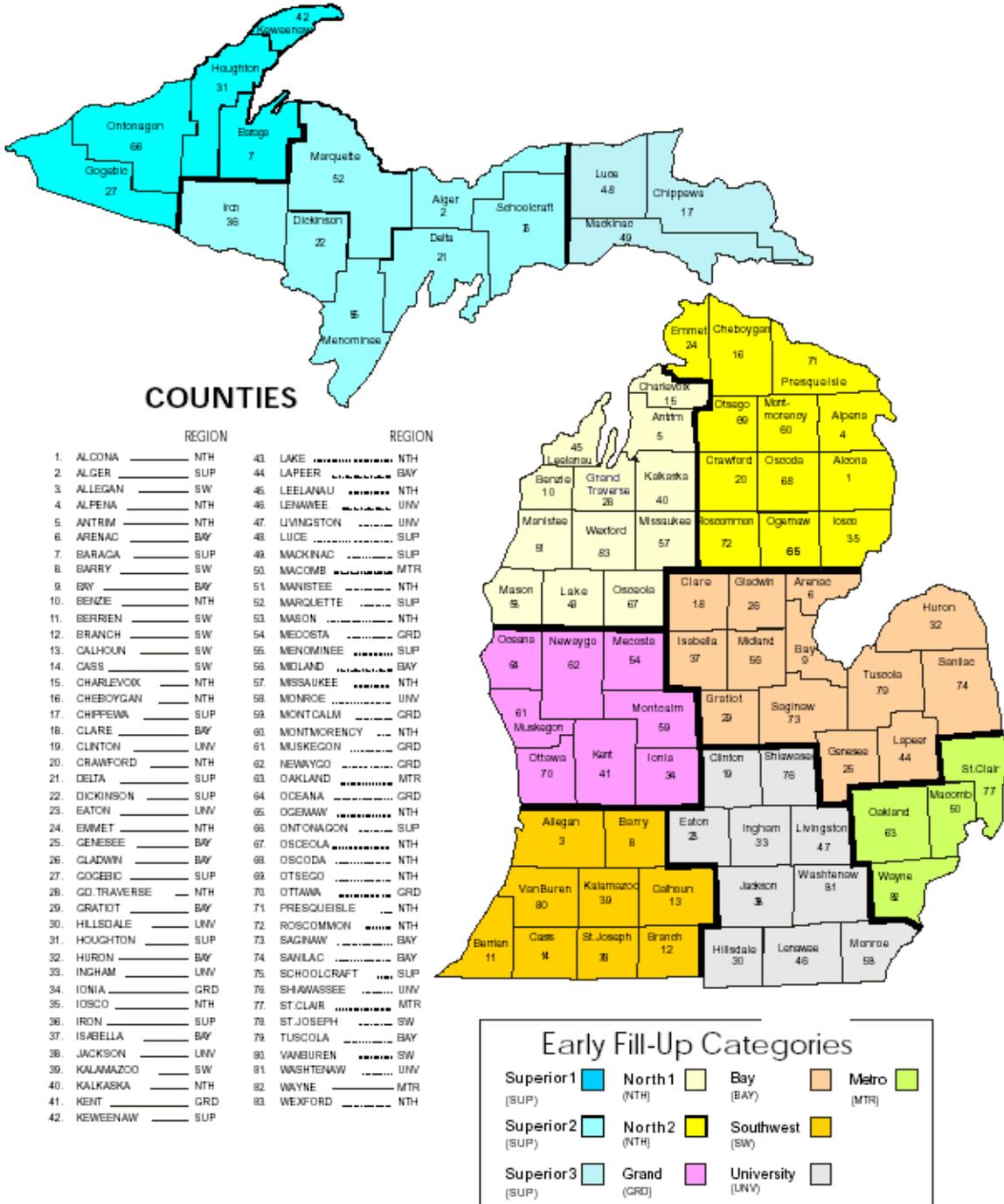
2.24.17 Survival

The provisions of this Contract that impose continuing obligations, including warranties, indemnification, and confidentiality, will survive the expiration or termination of this Contract.



Attachment A

Salt, Bulk Rock, Early Fill-Up Category Map

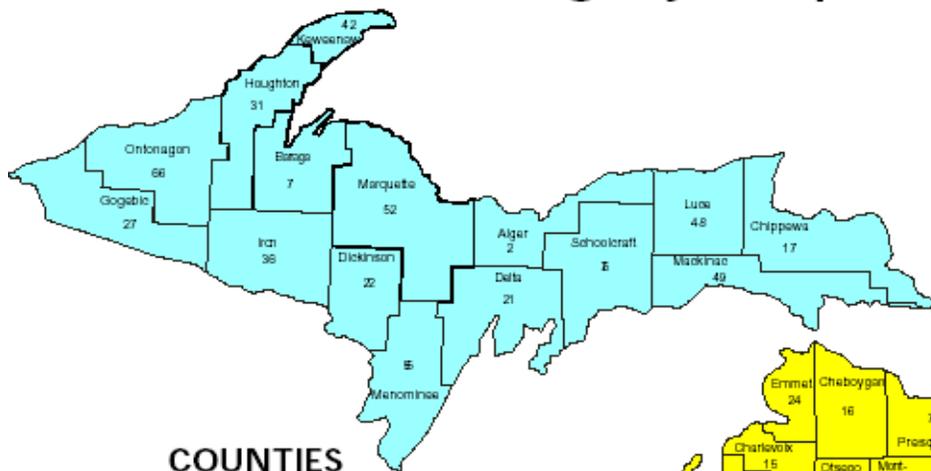


Prepared By: Special Technology
 Revised: April 2001



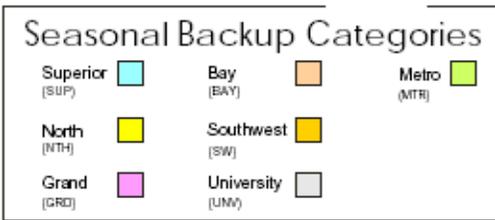
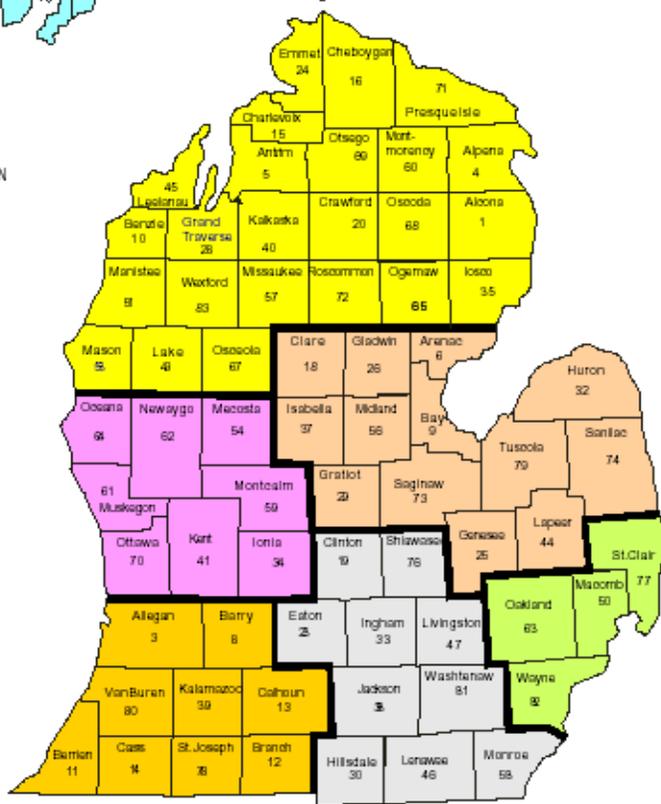
Attachment B

Salt, Bulk Rock, Seasonal Backup Category Map



COUNTIES

REGION	REGION
1. ALCONA _____ NTH	43. LAKE _____ NTH
2. ALGER _____ SUP	44. LAPEER _____ BAY
3. ALLEGAN _____ SW	45. LEELANAU _____ NTH
4. ALPENA _____ NTH	46. LENAWEE _____ UNV
5. ANTRIM _____ NTH	47. LIVINGSTON _____ UNV
6. ARENAC _____ BAY	48. LUICE _____ SUP
7. BARAGA _____ SUP	49. MACKINAC _____ SUP
8. BARRY _____ SW	50. MACOMB _____ MTR
9. BAY _____ BAY	51. MANISTEE _____ NTH
10. BENZIE _____ NTH	52. MARQUETTE _____ SUP
11. BERREN _____ SW	53. MASON _____ NTH
12. BRANCH _____ SW	54. MEDOSTA _____ GRD
13. CALHOUN _____ SW	55. MENOMINEE _____ SUP
14. CASS _____ SW	56. MIDLAND _____ BAY
15. CHARLEVOIX _____ NTH	57. MISSAUKEE _____ NTH
16. CHEBOYGAN _____ NTH	58. MONROE _____ UNV
17. CHIPPEWA _____ SUP	59. MONTCALM _____ GRD
18. CLARE _____ BAY	60. MONTMORENCY _____ NTH
19. CLINTON _____ UNV	61. MUSKEGON _____ GRD
20. CRAWFORD _____ NTH	62. NEWAYGO _____ GRD
21. DELTA _____ SUP	63. OAKLAND _____ MTR
22. DICKINSON _____ SUP	64. OCEANA _____ GRD
23. EATON _____ UNV	65. OCEMAW _____ NTH
24. EMMET _____ NTH	66. ONTARIO _____ SUP
25. GENESEE _____ BAY	67. OSCEOLA _____ NTH
26. GLADWIN _____ BAY	68. OSCODA _____ NTH
27. COCHECIC _____ SUP	69. OTSEGO _____ NTH
28. GO. TRAVERSE _____ NTH	70. OTTAWA _____ GRD
29. GRATIOT _____ BAY	71. PRESQUEISLE _____ NTH
30. HILLSDALE _____ UNV	72. ROSCOMMON _____ NTH
31. HOUGHTON _____ SUP	73. SAGINAW _____ BAY
32. HURON _____ BAY	74. SANILAC _____ BAY
33. INGHAM _____ UNV	75. SCHOOLCRAFT _____ SUP
34. IONIA _____ GRD	76. SHAWASSEE _____ UNV
35. IOSCO _____ NTH	77. ST. CLAIR _____ MTR
36. IRON _____ SUP	78. ST. JOSEPH _____ SW
37. ISABELLA _____ BAY	79. TUSCOLA _____ BAY
38. JACKSON _____ UNV	80. VANBUREN _____ SW
39. KALAMAZOO _____ SW	81. WASHTENAW _____ UNV
40. KALKASKA _____ NTH	82. WAYNE _____ MTR
41. KENT _____ GRD	83. WEXFORD _____ NTH
42. KEWEENAW _____ SUP	



Prepared by: Specialized Technology
 Revised April 2001



Attachment C – 1 page

MICHIGAN DEPARTMENT OF TRANSPORTATION

SPECIFICATIONS FOR SODIUM CHLORIDE

8.20 (7) P.O.

Description:

These specifications cover salt, bulk rock, sodium chloride to be used for ice and snow removal and control.

General Requirements:

The material shall be in accordance with the current specifications for Sodium Chloride, ASTM D 632, except as modified below.

Chemical Composition:

Sodium Chloride (NaCl), Minimum, percent 95.00 %

Gradation:

<u>Sieve size</u>	<u>Percent passing</u>
1/2 inch	100 %
3/8 inch	95 - 100 %
No. 4	90 % maximum
No. 8	60 % maximum
No. 30	15 % maximum

Material passing the No. 30 sieve in excess of 15% will be deducted from the delivered weight of the salt. Any Material remaining on the 1/2" sieve will be deducted from the delivered weight of the salt

Moisture Content:

Material with moisture content in excess of 1.5% will be deducted from the delivered weight of the salt.

Acceptance of Material:

The producer shall provide material certification, as defined in the attached Michigan Department of Transportation General Materials Certification Procedures, that the material furnished meets the requirements of these specifications for sodium chloride. MDOT reserves the right to sample and test the material on a random basis at the point of final delivery. Material contamination from foreign debris or frozen lumps of salt may be cause for immediate rejection at the point of delivery. These tests shall be for the purpose of determining acceptance, rejection, and/or adjustment in delivered weight.



Attachment D – 5 Pages

MICHIGAN DEPARTMENT OF TRANSPORTATION

GENERAL MATERIALS CERTIFICATION

07-15-91

Rev. 05-01-94

1. Scope

- 1.1 M•DOT allows some highway materials to be accepted by the Engineer on the basis of the supplier's written certification that all applicable specifications are met. There are different types of certifications required depending on the type of material; the impact of the material on the safety and integrity of the project; and the experience of M•DOT and other agencies with the material.
- 1.2 Certifiable materials are designed in Section A of the Materials Sampling Guide under "Basis of Acceptance".
- 1.3 Sections 1-7 of these general procedures apply to all manufacturers and distributors of certifiable materials. Sections 8-10 cover procedures which apply only to manufacturers and distributors who have been given the privilege of certifying specific materials which would otherwise be tested on a job by job basis. These manufacturers and distributors have established a record of providing specifications materials and are continually evaluated.
- 1.4 Where necessary, additional detailed procedures have been written to cover certification of individual materials. These detailed procedures follow the general material certification procedures in this manual.

2. General

- 2.1 The Construction and Technology Support Area, District Support Unit is responsible for overseeing the materials certification program including issuing and withdrawing certification privileges based on Support Area and District recommendations.
- 2.2 It is the contractor's responsibility to ensure that all certifications for material to be incorporated into the project are accurate and are delivered as required by § 6.3.
- 2.3 When used in these procedures, manufacturer refers to a producer or fabricator of highway materials with control over the quality, workmanship and handling of material shipped to an M•DOT project.
- 2.4 When used in these procedures, distributor refers to a supplier or broker of highway materials who has no control, other than through careful handling, over the quality and workmanship of material shipped to an M•DOT project.
- 2.5 When used in these procedures, Approved Certifier refers to a manufacturer who has submitted quality control documentation and /or material samples for evaluation and who has been given status in accordance with § 8 to certify specific materials.
- 2.6 When used in these procedures, Approved Recertifier refers to a distributor who has been given status in accordance with § 9 to recertify specific materials which are manufactured by Approved Certifiers.
- 2.7 A certifier's status as a manufacturer of a given material takes precedence over status as a distributor of that material when interpreting these procedures.



3. Types of Certification

3.1 Type "A" certification consist of all of the following:

- 3.1.1 Laboratory test report(s) for samples obtained from the lot(s) of material represented by the certification and tested according to applicable specifications.
- 3.1.2 A list of all applicable specifications (ASTM, AASHTO, M•DOT or other designations as appropriate) which the material is certified to meet.
- 3.1.3. Any applicable specification modifier such as Class, Grade, Type, etc.
- 3.1.4. A notarized statement, signed by a responsible representative of the manufacturer or distributor, that the material resented by the certification meets all listed specification requirements.

3.2 Type "B" has been "deleted."

3.3 Type "C" certification is a notarized statement prepared by the manufacturer certifying that the material in the shipment conforms to the same formula and/or is essentially the same material previously approved by the Department.

3.4 Type "D" certification consists of all of the following:

- 3.4.1 A list of all applicable specifications (ASTM, AASHTO, M•DOT or other designations as appropriate) which the material is certifies to meet.
- 3.4.2 Any applicable specification modifier such as Class, Grade, Type etc.
- 3.4.3 A notarized statement, signed by a responsible representative of the manufacturer or distributor, that the material represented by the certification meets all listed specification requirements.
- 3.4.4 If material is certified by a distributor or an Approved Recertifier the manufacturer's name must be included on the certification.

3.5 Type "E" certification is prepared by a fabricator to cover a composite item incorporating two or more materials which have been previously approved on an individual basis for M•DOT projects, but lose their identity when they are incorporated into the composite item. All materials used in the fabrication of the item must be listed and identified. The notarized certification statement must state that all materials used in the fabrication of the item were previously approved for state use. The fabricator is required to supply test results and/or other pertinent identifying records for the individual materials incorporated into the composite item unless otherwise directed. Composite items requiring a Type "E" certification include signs, overhead sign structures, etc.

4. Certification Verification Sampling and Testing

4.1 Material accepted on the basis of certification may be sampled and tested on a random basis by M•DOT representatives for the purpose of verifying the quality of the certified material.

4.2 Certification verification sampling in more detail in Section C-2 of this manual.

5. Acceptance/Rejection of Certified Materials

5.1 Certified material will be accepted by the Engineer only when all applicable documentation requirements are met , and if visual inspection at the project site chows the workmanship and condition of the material to be satisfactory.



5.2 If any laboratory reports submitted as part of a Type "A" certification or resulting from the testing of certification verification samples indicate that a critical parameter falls outside specification limits by a significant amount, the Construction and Technology Support Area may recommend that the certified material be rejected. Prior to rejection of the material an investigation of circumstances will be made. This may include consultation with M•DOT Construction, Design, Traffic and Safety, or Maintenance Support Areas and the Engineer.

6. Certification Documentation

6.1 Where more than one piece of paper is included in the certification document, all pages must be numbered (____ of ____) and include project numbers in order to reunite them should they become separated.

6.2 All certified material must be tagged, stenciled, stamped, or otherwise identified to allow the material to be easily recognized and checked against the certification. Certified material will not be incorporated in the work or paid for until satisfactory documentation has been received by the Engineer.

6.3 An original and two complete copies of all certification documents must be furnished to M•DOT. Each must contain the appropriate information specified in § 3 in addition to the following:

6.3.1 Project Number (Control Section/Job Number).

6.3.2 Date of Shipment.

6.3.3 Name of Contractor.

6.3.4 Name of Material (M•DOT designation).

6.3.5 Identification markings on shipment as required by § 6.2.

6.3.6 Quantity of material represented by the certification.

6.4 Certifications must be distributed as follows:

6.4.1 The original and one copy must accompany the shipment or be delivered to the Engineer (Engineer to forward the copy to District Materials Supervisor).

6.4.2 One copy must be mailed, on date of shipment, to:

Construction and Technology Support Area
Michigan Department of Transportation
P.O. Box 30049
Lansing, MI 48909

7. Withdrawal and Reinstatement of Certification Privileges

7.1 Failure to comply with any applicable certification procedures is justification for withdrawal of certification privileges. A warning letter may be written to the certifier pointing out the failure and requesting action to rectify the problem.

7.2 Certification privileges may be withdrawn if the certified material deviates from specification requirements by a substantial amount in a critical aspect or if the material repeatedly fails to conform to specification requirements by any amount in any aspect.



- 7.3 Withdrawn certification privileges can be reinstated only if the certifier has corrected the identified deficiencies and has described the actions taken to prevent future shipment of nonconforming material. In the case of an Approved Certifier, testing of samples or review of other data may be required.
- 7.4 Additional requirements covering the withdrawal and reinstatement of certification privileges may be included in the detailed procedures for individual materials.

8. Approved Certifier/Recertifier Status

- 8.1 Sections 8, 9, and 10 apply to manufacturers or distributors of materials which can only be certified by an Approved Certifier. These materials, which are otherwise tested on a job specific basis, are designated by an asterisk (*) under "Basis of Acceptance" in Section A of the Materials Sampling Guide. Lists of materials which are allowed to be certified only by Approved Certifiers and manufacturers who have been given this status are included in Section C of the Materials Sampling Guide. Distributors who have been approved or recertify materials manufactured by Approved Certifiers are also listed in Sections C.
- 8.2 Approved Certifiers and Approved Recertifiers shall maintain quality control records and material certificates for a period of two years after the date of shipment for all material supplied on the basis of certification to M•DOT projects. These records must be made available to M•DOT representatives upon request.
- 8.3 Approved Certifiers and Approved Recertifiers must agree, in writing, to comply with all general certification requirements in addition to applicable procedures covering individual materials.

9. Application for Approved Certifier Status

- 9.1 The manufacturer of the material to be certified must contact the Construction and Technology Support Area District Support Unit in writing to request consideration for Approved Certifier status. requests must include the following information:
 - 9.1.1 Specific name of the material to be certified (M•DOT designation).
 - 9.1.2 Specific AASHTO, ASTM, M•DOT Standard Specification or other specification covering the material.
 - 9.1.3 Manufacturer's quality control procedure for the material. This can be a narrative description or a formal procedures manual.
 - 9.1.4 Quality control test reports for the material covering a minimum of 20 production runs. Acceptance test reports for materials used on M•DOT projects or independent laboratory test results are acceptable.
 - 9.1.5 Names of other state DOT's using the material.
 - 9.1.6 Sample of the material if requested.
 - 9.1.7 Sample certification form to be used when supplying material.
- 9.2 The evaluations which follows will include a review of M•DOT's experience with the material and the manufacturer to determine if it is appropriate to allow certification of the material; a review of the quality control program and test reports to verify that the manufacturer is capable of producing uniform material which consistently meets established specifications; contacting other agencies to determine their experience with the material and the manufacturer.



9.3 If the review indicates an adequate quality level, the Department will permit certification on a provisional basis. During the time of provisional certification, the frequency of certification verification sampling by M•DOT will be increased. Assuming that these samples continue to meet M•DOT specifications, certification will be allowed on a continuing basis.

10. Approved Recertifier Status

- 10.1 Once a manufacturer has been given Approved Certifier status for a material, a distributor may request approval to supply that material based on recertification. This request must be made, in writing, to the Construction and Technology Support Area, District Support Unit.
- 10.2 The following modifications to the requirements of § 6 are applicable when an Approved Certifier supplies material through an Approved Recertifier.
 - 10.2.1 The certification from the Approved Certifier to the Approved Recertifier is not required to show a Project Number.
 - 10.2.2 When any portion of this material is shipped, without modification, to a project the Approved Recertifier must issue a distributor's certification which states that the material represented is the same material covered by the approved certifier's certification.
 - 10.2.3 A copy of the Approved Certifier's material certification must be attached to the distributor's certification.
- 10.3 If the Approved Recertifier has had additional processing performed on the material subsequent to receiving it from the Approved Certifier, the material is no longer covered by the Approved Certifier's certification. The processed material must be independently approved for certification by M•DOT on the basis of testing and/or inspection.



Attachment G
MDOT Salt Sheds -Delivery Locations (11 Pages)

Inside Delivery	Region	County	Ship To Location
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BAY	ARENAC	COUNTY RD. COMM. 4295 W. M-61, STANDISH (989)846-2553
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BAY	BAY	COUNTY RD. COMM. 2600 E. BEAVER RD., KAWKAWIN (989)686-4610
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BAY	BAY	EAST DISTRICT GARAGE 1810 ERWIN NEARING DRIVE, BAY CITY (989)892-4681
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BAY	BAY	NORTH DISTRICT GARAGE 1383 E. PINCONNING RD., PINCONNING (989)879-3761
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BAY	CLARE	COUNTY RD. COMM. MANNSINDING RD., HARRISON (989)539-2151
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	GLADWIN	COUNTY RD. COMM. 301 STATE ST., GLADWIN (989)426-7441
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BAY	GRATIOT	COUNTY RD. COMM. 920 E. CENTER ST., ITHACA (989)875-3811
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	HURON	BAD AXE GARAGE 417 S. HANSELMAN, BAD AXE (989)269-6404
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BAY	HURON	KINDE 45 W. KINDE RD. (989)269-6404
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	HURON	PIGEON 7405 WEALE PIGEON (989)269-6404
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	HURON	PORT HOPE 8019 PORTLAND ST. PORT HOPE (989)269-6404
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	HURON	SAND BEACH GARAGE 9 RUTH RD, HARBOR BEACH 989)269-6404



Inside Delivery	Region	County	Ship To Location
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	HURON	SEBEWAING 9579 SEBEWAING RD., SEBEWAING (989)269-6404
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BAY	ISABELA	MDOT GARAGE 1212 CORPORATE DRIVE, MT. PLEASANT (989)773-3532
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BAY	MIDLAND	COUNTY RD. COMM. 2334 N. MERIDIAN, SANFORD (989)687-9060
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	BAY	SAGINAW	MDOT GARAGE 3502 E. WASHINGTON AVE., SAGINAW (989)755-1197
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	SAGINAW	MDOT GARAGE 1459 SOUTH GRAHAM M-52, SAGINAW (989)781-2310
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	SANILAC	CARSONVILLE 258 S.MAIN ST., CARSONVILLE (810)648-2185
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	SANILAC	CEDARDALE 5505 N. RUTH RD., DECKERVILLE (810)648-2185
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	SANILAC	CROSWELL 5530 LANCASTER, CROSWELL (810)648-2185
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	SANILAC	PECK 2411 PECK RD., BROWN CITY (810)648-2185
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	SANILAC	SANDUSKY 1600 S. SANDUSKY RD., SANDUSKY (810)648-2185
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	SANILAC	SHABBONA 4087 N. DECKER RD., SNOVER (810)648-2185
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	TUSCOLA	AKRON 4387 BEACH ST., AKRON (989)673-2128
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	TUSCOLA	COUNTY RD. COMM. 1733 S. MERTZ RD., CARO (989)673-2128



Inside Delivery	Region	County	Ship To Location
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	TUSCOLA	DEFORD 5832 BRUCE ST., DEFORD (989)673-2128
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	BAY	TUSCOLA	VASSAR 430 KITELINGER RD., VASSAR (989)673-2128
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	GRAND	IONIA	COUNTY RD. COMM. 168 E. RIVERSIDE, IONIA (616)527-1700
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	GRAND	IONIA	JORDAN LAKE 7081 JORDAN LAKE RD., SARANAC (616)527-1700
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	GRAND	MECOSTA	COUNTY RD. COMM. 120 N. DEKRAFT, BIG RAPIDS (231)796-2611
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	GRAND	MECOSTA	MORLEY 19675 JEFFERSON RD., MORLEY (231)796-2611
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	GRAND	MECOSTA	REMUS 2945 AURTHUR RD., REMUS (231)796-2611
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	GRAND	MONTCALM	COUNTY RD. COMM. 619 W. MAIN, STANTON (989)831-5285
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	GRAND	MONTCALM	GREENVILLE 8734 PECK RD., GREENVILLE (989)831-5285
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	GRAND	MONTCALM	HOWARD CITY 17700 EDMORE RD., HOWARD CITY (989)831-5285
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	GRAND	NEWAYGO	COUNTY RD. COMM. 935 ONE MILE RD., WHITE CLOUD (616)689-6682
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	GRAND	OCEANA	COUNTY RD. COMM. 107 PLK RD., HART (231)873-4226
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	GRAND	OCEANA	COUNTY RD. COMM. 100 WEST M20, (231)873-4226



Inside Delivery	Region	County	Ship To Location
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	MACKINAC BRIDGE AUTHORITY	MACKINAC	MACKINAC BRIDGE AUTHORITY 333 I-75 (906)643-7600
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	METRO	ST. CLAIR	BLUE WATER BRIDGE 1410 ELMWOOD, PORT HURON (248)984-4482
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	METRO	Wayne	MDOT (DETROIT MAINT GARAGE #2 1500 EAST FERRY ST., DETROIT, MI (313) 967-5432
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	ALCONA	COUNTY RD. COMM. 301 N. LAKE ST., LINCOLN (989)736-8168
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	ALPENA	COUNTY RD. COMM. 1400 N. BAGLEY ST., ALPENA (989)354-3252 EXT 227 GLENN
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	ANTRIM	CENTRAL LAKE 1762 S. MAIN (M-88) (231)587-8521
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	ANTRIM	COUNTY RD. COMM. 319 E. LINCOLN ST., MANCERLONA (231)587-8521
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	ANTRIM	KEWADIN 13796 WINTERS RD., ELK RAPIDS (231)587-8521
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	ATLANTA	MDOT GARAGE 4000 EAST M-32, ATLANTA (989)785-3514
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	BENZIE	COUNTY RD. COMM. 11318 MAIN ST., HONOR (231)325-3051
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	CHARLEVOIX	COUNTY RD. COMM. 1251 BOYNE AVE., BOYNE CITY (231)582-7330
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	CHARLEVOIX	IRONTON 11705 SHAW RD., CHARLEVOIX (231)582-7330
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	CHEBOYGAN	COUNTY RD. COMM. 729 N. MAIN ST., CHEBOYGAN (231)238-7775



Inside Delivery	Region	County	Ship To Location
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	CHEBOYGAN	5302 S. STRAITS HWY INDIAN RIVER (231)238-7775
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	CHEBOYGAN	TOWER (231)238-7775
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	CRAWFORD	COUNTY RD. COMM. 500 HURON ST., GRAYLING (989)348-2281
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	EMMET	6227 E. LEVERING RD., LEVERING (231)347-8142
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	EMMET	COUNTY RD. COMM. 2265 E. HATHAWAY, HARBOR SPINGS (231)347-8142
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	GRAND TRAVERSE	COUNTY RD. COMM. 1881 LAFRAINER RD. TRAVERSE CITY (231)922-4848 EXT. 101
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	GRAND TRAVERSE	KINGSLEY M-113 (231)922-4848
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	IOSCO	COUNTY RD. COMM. 3939 M-55, TAWAS CITY (989)362-4433
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	IOSCO	OSCODA GARAGE 554 FORREST RD., OSCODA (989)362-4433
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	KALKASKA	MDOT GARAGE 809 N. BIRCH, RT.4, KALKASKA (231)258-5611
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	LAKE	COUNTY RD. COMM. 1180 N. MICHIGAN AVE., BALDWIN (231)745-4666
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	LEELANAU	COUNTY RD. COMM. 10550 E. ECKERLE RD., SUTTONS BAY (231)271-3993 EXT 22
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	LEELANAU	MAPLE CITY 129 CHURCH ST. (231)271-3993 EXT 22



Inside Delivery	Region	County	Ship To Location
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	MANISTEE	8946 CHIPPEWA HWY. BEAR LAKE (231)723-6522
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	MARION	MDOT GARAGE 2897 SIXTEEN MILE RD., MARION (231)743-6831
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	MASON	COUNTY RD. COMM. 510 E. STATE ST., SCOTTVILLE (231)757-2882
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	MIO	MDOT GARAGE 305 WEST M-72, MIO (989)826-3663
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	MISSAUKEE	COUNTY RD. COMM. 1199 N. MOREY, LAKE CITY (231) 839-4361
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	OGEMAW	BRANCH I-75 COOK RD. (989)345-0234
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	OGEMAW	COUNTY RD. COMM. 1250 S. M-33, WEST BRANCH (989)345-0234
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	OTSEGO	COUNTY RD. COMM. 669 W. MCCOY RD., GAYLORD (989)732-5202
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	PRESQUE ISLE	11472 MICHIGAN AVE., POSEN (989)766-2680
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	PRESQUE ISLE	19916 M-68, ONAWAY (989)733-8731
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	PRESQUE ISLE	COUNTY RD. COMM. 657 S. BRADLEY HIGHWAY, ROGERS CITY (989)734-2216
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	REED CITY	MDOT GARAGE 19424 US10, REED CITY (231)832-5322
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	ROSCOMMON	COUNTY RD. COMM. 820 EAST WEST BRANCH RD. (M-55) PRUDENVILLE (989)366-0333



Inside Delivery	Region	County	Ship To Location
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	ROSCOMMON	CR-105 (989)275-5181
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	ROSCOMMON	HOUGHTON LAKE (989)366-0333
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NORTH	ROSCOMMON	ROSCOMMON 601 S. MAIN ST. (989)366-0333
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	WEXFORD	COUNTY RD. COMM. 85 WEST M-115, BOON (231)775-9731
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NORTH	WEXFORD	COUNTY RD. COMM. CADILLAC (231)775-9731
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SOUTHWEST	ALLEGAN	MDOT GARAGE 5252 EAST M-89, FENNVILLE (269)561-6701 *FOR DOME
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SOUTHWEST	ALLEGAN	MDOT GARAGE 596 11TH ST., PLAINWELL (269)685-5350 *FOR DOME
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SOUTHWEST	BARRY	MDOT GARAGE 1300 E. QUIMBY RD., HASTINGS (269)945-3493
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SOUTHWEST	BERRIEN	MDOT GARAGE 5948 SAWYER RD., SAWYER (269)426-3700 *FOR DOME
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SOUTHWEST	BERRIEN	MDOT GARAGE 2200 EAST US-12, NILES (269)683-2855 *FOR DOME
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SOUTHWEST	BERRIEN	MDOT GARAGE 3880 RED ARROW RD., COLOMA (269)849-1162 *FOR DOME
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SOUTHWEST	BRANCH	MDOT GARAGE 34 N. MICHIGAN, COLDWATER (269)781-2894 (<u>MUST SPECIFY DELIVERY IS FOR COLDWATER GARAGE WHEN CALLING THIS NUMBER.</u>)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SOUTHWEST	CALHOUN	MDOT GARAGE 1242 S. KALAMAZOO AVE., MARSHALL (269)781-2894



Inside Delivery	Region	County	Ship To Location
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SOUTHWEST	CASS	MDOT GARAGE 61535 M-40, JONES (269)224-5808
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SOUTHWEST	KALAMAZOO	MDOT GARAGE 5673 WEST MAIN ST., KALAMAZOO (269)381-7331 *FOR DOME
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SOUTHWEST	VAN BUREN	MDOT GARAGE 09235 BLUE STAR MEM. HWY, SOUTH HAVEN (269)637-2408
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	ALGER	COUNTY RD. COMM. M-77 , GRAND MARAIS (906)387-2042
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	ALGER	LIMESTONE M-67, LIMESTONE (906)387-2042
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	ALGER	MUNISING 324 W. MUNISING, MUNISING (906)387-2042
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	BARAGA	MDOT GARAGE 301 WINTER ST. L=ANSE (906)524-6124
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	BARAGA	SALT SHED SCHOOL ST., COVINGTON (906)524-6124
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	CHIPPEWA	COUNTY RD. COMM. M-48, GOETZVILLE (906)635-5295
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	CHIPPEWA	ECKERMAN M-28, ECKERMAN (906)635-5295
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	CHIPPEWA	SAULT STE MARIE 4139 MACKINAC TRAIL, SAULT STE MARIE (906)635-5295
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	DELTA	COUNTY RD. COMM. COUNTY RD. 426, WELLS (906)786-3200
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	DELTA	COUNTY RD. COMM. 9931 Y.25 ROAD, RAPID RIVER (906)786-3200



Inside Delivery	Region	County	Ship To Location
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	DICKINSON	COUNTY RD. COMM LINCOLN ST., QUINNESEC (906)774-1588
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	DICKINSON	FELCH SALT SHED W6370 M-69, IRON MOUNTAIN (906)774-1588
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	GOGEBIC	COUNTY RD. COMM. OLD US-2, WAKEFIELD (906)667-0233
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	GOGEBIC	MARENISCO 302 MAIN ST., MARENISCO (906)787-2273
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	GOGEBIC	WATERSMEET E23859 E. AVE., WATERSMEET (906)358-4575
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	HOUGHTON	HANCOCK-TO BE BUILT NEAR AIRPORT PARK. ADDRESS IS YET UNKNOWN
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	IRON	COUNTY RD. COMM. 708 W. FRANKLIN ST., IRON RIVER (906)265-4622
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	IRON	CRYSTAL FALLS 114 OSS RD. CRYSTAL FALLS (906)875-3151
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	KEWEENAW	COUNTY RD. COMM. 1916 4TH ST., MOHAWK (906)337-1610
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	LUCE	COUNTY RD. COMM. 423 W. MCMILLAN AVE., NEWBERRY (906)293-5741
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	MACKINAC	MACKINAC CO. ROAD COMM. STATE RD. (OLD M-134), CEDARVILLE (906)643-8700
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	MACKINAC	MDOT GARAGE M-117, ENGADINE (906)643-8700
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	MACKINAC	MDOT GARAGE 500 FERRY LANE, ST. IGNACE (906)643-8700



Inside Delivery	Region	County	Ship To Location
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	MARQUETTE	CHAMPION US-41 (906)486-8462 EXT. 300
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	MARQUETTE	COUNTY RD. COMM. 1610 N. SECOND ST., ISHPEMING (906)486-8462 EXT. 300
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	MARQUETTE	GWINN CO.RD. ELA (906)346-5411
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	MARQUETTE	MARQUETTE CITY SALT SHED 850 WEST BARAGA AVE., MARQUETTE (906)486-4491 EXT 302
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	MARQUETTE	REPUBLIC CO. RD. LO. AT M-95 (906)376-2224
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	MARQUETTE	SKANDIA CO.RD. OB (906)942-7415
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	MENOMINEE	COUNTY RD. COMM. US-2, POWERS (906)497-5234
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	MENOMINEE	MENOMINEE 3224 10TH ST., MENOMINEE (906)863-3686
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SUPERIOR	MENOMINEE	STEPHENSON W5416 BELGIANTOWN RD., STEPHENSON (906)863-5100
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	ONTONAGON	BERGLAND 5650 M-64 N., BERGLAND (906)575-3552
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	ONTONAGON	BRUCE CROSSING 5346 W. M-28, BRUCE CROSSING (906)827-3433
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	ONTONAGON	COUNTY RD. COMM. US-45, ONTONAGON (906)884-4650
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	ONTONAGON	MASS CITY 1212 ADVENTURE AVE., MASS CITY (906)883-3303



Inside Delivery	Region	County	Ship To Location
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	SCHOOLCRAFT	COUNTY RD. COMM. EAST RD., MANISTIQUE (906)341-5634
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	SUPERIOR	SCHOOLCRAFT	SENEY M-28, SENEY (906)341-5634
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	UNIVERSITY	CLINTON	CLINTON CO. RD. COMM 3536 S. US 27, ST. JOHNS (989)224-3274 EXT. 234
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	UNIVERSITY	EATON	MDOT GARAGE 731 NORTH CANAL, GRAND LEDGE (517)627-3276
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	UNIVERSITY	EATON	MDOT GARAGE 905 PAINE DRIVE, CHARLOTTE (517)543-7642
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	UNIVERSITY	INGHAM	MDOT GARAGE 601 JEWETT RD., MASON (517)627-3276 (MUST SPECIFY DELIVERY IS FOR MASON GARAGE WHEN CALLING THIS NUMBER.)
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	UNIVERSITY	INGHAM	MDOT GARAGE 3737 EAST GRAND RIVER, WILLIAMSTON (517)521-3673
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	UNIVERSITY	LENAWEE	MDOT GARAGE 2451 N. ADRIANHIGHWAY, ADRIAN (517)263-0564
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	UNIVERSITY	LIVINGSTON	MDOT GARAGE 10102 EAST GRAND RIVER, BRIGHTON (810)229-4250
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	UNIVERSITY	SHIAWASSEE	SHIAWASSEE CO. RD. COMM 701 W. CORUNNA AVE., CORUNNA (989)743-2228

**Attachment I – 1 page****SALT, BULK ROCK, EARLY FILL-UP & SEASONAL BACKUP****MATERIAL CERTIFICATION**

We, Morton Salt, Inc., by signing this material certification,
(company name of vendor)

hereby verify that the salt to be provided is manufactured in accordance with, and will consistently

meet the attached State of Michigan specification, when tested at the various delivery points. If an

occasional delivery of salt does not meet the attached specification, specifically if material passing

through the No. 30 sieve exceeds 15% or the moisture content exceeds 1.5%, the amount of material

not meeting the specifications will be deducted from the delivered weight of the salt. Therefore it will

not be paid for as it is considered unusable by the state.

However, if the salt being delivered is CONSISTENTLY not meeting the attached specification,

as determined by the State of Michigan, the state reserves the right to deduct the amount not meeting

the specification as described above, impose and deduct an additional penalty equal to the amount of

the original deduction, cancel the contract, and restrict future bidding privileges for that vendor.

Anthony T. Patton
(Authorized Signature)

Anthony T. Patton
Manager Highway Ice Control

(Title)

**FOR SEASONAL BACKUP ONLY:**

Morton Salt, Inc. will charge a carrying fee of \$3.00 per ton to store, cover and screen (if necessary) any salt that has not been ordered by August 31, 2012. It is understood that carryover salt will be delivered by September 30, 2012 at which time invoicing for salt tonnages and handling fees will occur.



City of South Haven

City Hall • 539 Phoenix Street • South Haven, Michigan 49090-1499
Telephone (269) 637-0700 • Fax (269) 637-5319

REPORT TO: Honorable Mayor and City Council

FROM: Wendy J. Hochstedler, Finance Director

SUBJECT: Bond Issuance Costs for South Haven Sanitary Sewer System Junior Lien Revenue Bonds, Series 2016

MEETING DATE: October 3, 2016

EXECUTIVE SUMMARY: The bonds for the City Sewer Improvement projects in the amount of \$13,290,000 were issued September 16, 2016. The City has received invoices for agreed upon professional fees relating to the bond issuance from Dickinson Wright, bond counsel, in the amount of \$39,500.00 and from Robert W. Baird & Co, financial advisory services, in the amount of \$33,575.00. Both invoices will be paid out of City funds and will be included on the City's initial reimbursement request submitted to the State of Michigan.

RECOMMENDATION: It is recommended that the City Council approve the payments for bond issuance costs to (1) Dickinson Wright in the amount of \$39,500.00 and (2) Robert W. Baird & Co. in the amount of \$33,575.00.

FISCAL EFFECTS: As stated in this report.

ALTERNATIVES: As suggested by the Council

Respectfully submitted,

A handwritten signature in cursive script that reads "Wendy J. Hochstedler".

Wendy J. Hochstedler
Finance Director

IN ACCOUNT WITH



PLEASE REMIT TO:
2600 W. BIG BEAVER ROAD, SUITE 300
TROY, MICHIGAN 48084-3312
TELEPHONE: (248) 433-7200
<http://www.dickinsonwright.com>
FEDERAL I.D. #38-1364333

SOUTH HAVEN, CITY OF
Re: 2016 Sewer SRF

September 23, 2016
57671-41

Brian Dissette, City Manager
City of South Haven
539 Phoenix Street
South Haven, Michigan 49090

**Re: City of South Haven, Van Buren & Allegan Counties, Michigan
\$13,290,000 Sanitary Sewer System Junior Lien Revenue Bonds,
Series 2016, dated September 16, 2016**

FEES and expenses for services rendered as bond counsel in connection with the issuance of the referenced bonds	\$ 39,500.00
TOTAL DUE	\$ <u>39,500.00</u>

If payment made via wire:

Wire Instructions:

JPMorgan Chase Bank, N.A.
611 Woodward Avenue
Detroit, Michigan 48226
ABA No. 021 000 021
Swift Address: CHASUS33

For credit to:

Dickinson Wright PLLC
Account No. 38852
Reference: 1789 / RAS 57641-41
Attention: Melissa Conn,
Client Services Professional

Warren M. Creamer III
Managing Director
Public Finance

September 21, 2016

Ms. Wendy Hochstedler
Finance Director
City of South Haven
539 Phoenix Street
South Haven, Michigan 49090

Re: \$13,290,000 City of South Haven
Sanitary Sewer System Revenue Bonds, Series 2016

Dear Wendy,

Please accept this letter as our invoice in the amount of \$33,575 for financial advisory services rendered in connection with the City's State Revolving Fund Bonds, Project Number: 5602-01 and provides for all of our travel and out-of-pocket expenses.

Thank you for the opportunity to work with you on this transaction. We value our working relationship and look forward to working with you on future issues.

Should you have any questions or comments regarding the above, please call me at (231) 933-8850.

Sincerely,



Warren M. Creamer III
Managing Director
Robert W. Baird & Co.

srm



City of South Haven

Dept. of Public Works

DPW Building • 1199 8th Ave. • South Haven, Michigan 49090
Telephone (269) 637-0737 • Fax (269) 637-4778

MEMORANDUM

To: Brian Dissette, Bill Hunter

From: Larry Halberstadt, PE, City Engineer

Date: October 3, 2016

RE: Motor Pool Purchase, Pickup Trucks and Van

General Information, Motor Pool Fund

Vehicle purchases are scheduled on a revolving basis. Each department that requires vehicles is required to pay fees from their operating budget into the Motor Pool fund. The annual fees that are paid into the fund cover maintenance and repairs that are required over the service life of the vehicle. In addition, fees are collected to cover the purchase price of a new vehicle at the end of the vehicle's service life. Once beyond this point, vehicles can become unreliable or need excessive maintenance which exceeds the amount budgeted. Police patrol vehicles receive the most use and are scheduled for replacement every three years. As a result, higher fees are contributed into the Motor Pool fund from the police department to cover these expenses. Once a replacement vehicle is purchased, the old vehicle is retired and sold via a public bidding process. Staff will look up the "blue book" value of the vehicle and ensure that a minimum bid level is set. Money obtained from the sale of the old vehicles is returned to the motor pool fund as revenue.

The City has one staff member who spends approximately 95% of his work hours in the Motor Pool. This staff member is responsible for all general maintenance activities on vehicles. The activities typically performed included oil and filter changes, tire rotations and changes, and other manufacturer recommended maintenance. Staff typically does not repair body damage or perform alignments. On occasion, if there is a problem that staff cannot diagnose, the vehicles must be returned to the dealership. In addition, vehicles under manufacturer's warranty would be returned to the dealership for warranty repairs.

Background Information:

The following vehicles are scheduled for replacement:

- One Crew Cab Pickup Truck for the Operations Manager/Water Department
- Two Standard Cab Pickup Trucks for the Parks Department
- One 7-Passenger Van for various Department
- One Heavy Duty Pickup Truck for the Wastewater Lift Station Department

The City of South Haven participates in the MiDEAL purchasing program. MiDEAL allows local units of government to benefit from the State's negotiating and purchasing power. MiDEAL prepares and provides specifications for various vehicles to ensure that a fair bidding process

Memorandum

October 3, 2016

Motor Pool Purchase, Pickup Trucks and Van

Page 2 of 2

can occur. Woodhams Ford is also able to provide the same government concessions that are available to the dealers participating in the MiDEAL program. Because Council has favored doing business locally as much as possible, staff typically solicits quotations from Woodhams Ford for pickup trucks and other light duty passenger vehicles.

Woodhams Ford has provided quotations for four vehicles as follows:

Vehicle No.	Type of Vehicle	MSRP	Purchase Price
210	F-150 standard cab, 4x2, 8' bed	\$31,719	\$22,292.00
234	F-150 standard cab, 4x2, 8' bed	\$31,719	\$22,292.00
793	F-150 crew cab, 4x4, 6.5' bed	\$44,030	\$30,128.44
1	Transit Connect Van, 7 passenger	\$29,940	\$26,365.00

Truck 548 is used by the Wastewater Department to service lift stations throughout the City, South Haven Charter Township, and Casco Township. This truck will be equipped with a service body and a rear bumper crane that is used to service submersible pump stations. In 2015, the City purchased truck 512, which has a similar configuration to truck 548. That purchase involved ordering a chassis cab from Woodhams and having Hoekstra Truck Equipment in Grand Rapids order and install the service body. That process took approximately 4 months to complete. The truck being replaced is in very poor condition and replacement needs to occur as soon as possible. Staff was able to locate a truck already equipped with the proper size service body at Fox Ford in Grand Rapids. Fox Ford has provided a quotation for this truck of \$37,541.00. This price includes \$7,200 in government concessions. The City will need to purchase one additional F-350 with service body in the coming months and will order a chassis cab from Woodhams Ford to fulfill that purchase requirement.

Recommendation:

Award the purchase of four vehicles noted above to Woodhams Ford in the amount of \$101,077.44.

Award the purchase of one F-350 with service body to Fox Ford in the amount of \$37,541.00.

Support Material:

Quotation – Trucks 210 and 234

Quotation – Truck 793

Quotation – Van 1

Quotation – Truck 548

Woodhams Ford Lincoln
1111 LaGrange
South Haven, MI 49090
269-637-2137
ross@woodhamsford.com

09/26/16

City of South Haven

2017 Ford F150 Pickup Regular Cab 4x2

All standard equipment per attached sheet

8' box – 141" wheelbase

3.5L V6 Engine

6 speed automatic transmission

6100# GVWR

3.73 regular rear axle

101A Discount package – includes Power Equipment Group

(power windows, power door locks, power mirrors, remote entry), XL Plus Package (includes cruise control and QM/FM/CD, chrome front and rear bumpers, Communications Package (SYNC and steering wheel audio controls),

Trailer Tow package (upgraded radiator and trans cooler, Class IV receiver, 4 and 7 pin wiring)

Trailer brake controller

Bed hooks

Tailgate step

Rear view camera

Cloth 40/20/20 seat

Ford Tough Spray in bedliner

5 P245 70R17 BSW all season tires

Net \$22,292

Ross Woodhams

KTP-000282 PA

48G 072

5B	2	X			
LABL	AD7	COV	FRCS	B10	RAMP BUMP

1FD8X3B65FED58820

SUPER DUTY

1FD8X3B65

FED58820 NB

BU09



Go Further

ford.com

VEHICLE DESCRIPTION

SUPER DUTY

2015 F350 SRW 4X4 SUPERCAB
XL 158" WB STYLESIDE
6.2L EFI V-8 ENGINE
6 SPEED AUTOMATIC TRANS

EXTERIOR
OXFORD WHITE
INTERIOR
STEEL VINYL

FE **D58820**

EPA
DOT

Fuel Economy and Environment

**FUEL ECONOMY RATINGS NOT
REQUIRED ON THIS VEHICLE**

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- GRILLE - BLACK
- LOCKING REMOVABLE TAILGATE
- W/LIFT ASST-NA W/BOX DLT
- PICKUP BOX, TIE DOWN HOOKS
- -NA W/BOX DLT
- SPARE TIRE AND WHEEL LOCK
- -NA W/BOX DLT
- TOW HOOKS

INTERIOR

- 60/40 FOLD-UP REAR BENCH SEAT
- AIR COND, MANUAL FRONT
- AM/FM STEREO W/CLOCK
- BLACK VINYL FLOOR COVERING
- DAY/NIGHT REARVIEW MIRROR
- TILT/TELESCOPE STR COLUMN
- VINYL SUN VISORS

FUNCTIONAL

- FIXED INTERVAL WIPERS
- HILL START ASSIST
- MANUAL LOCKING HUBS
- MANUAL TELESCOPING TT MIRRORS, MANUAL GLASS
- MANUAL WINDOWS / LOCKS
- MONO BEAM COIL SPRING FRT SUSPENSION W/STAB BAR
- TRAILER SWAY CONTROL
- TRAILER TOW PKG

SAFETY/SECURITY

- 4-WHEEL ABS
- AIRBAGS - SAFETY CANOPY
- DRIVER/PASSENGER AIR BAGS
- MYKEY
- SECURILOCK PASS ANTI THEFT
- SOS POST CRASH ALERT SYS

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE

- OPTIONAL EQUIPMENT/OTHER**
- PREFERRED EQUIPMENT PKG.610A
 - 6 SPEED AUTOMATIC TRANS
 - LT265/70R17E OWL ALL TERRAIN
 - 4.30 ELECTRONIC LOCKING AXLE
 - POWER EQUIPMENT GROUP
 - PICKUP BOX DELETE
 - XL DECOR PACKAGE
 - MOLDED BLACK CAB STEPS
 - 10700# GVWR PACKAGE
 - 50 STATE EMISSIONS
 - SNOW PLOW PACKAGE
 - TRAILER BRAKE CONTROLLER
 - TELESCOPING TT MIRR-POWR/HTD
 - ROOF CLEARANCE LIGHTS
 - UPFITTER SWITCHES
 - AUX AUDIO INPUT JACK
 - XL VALUE PACKAGE
 - CRUISE CONTROL
 - AM/FM STEREO CD/CLK

(MSRP)

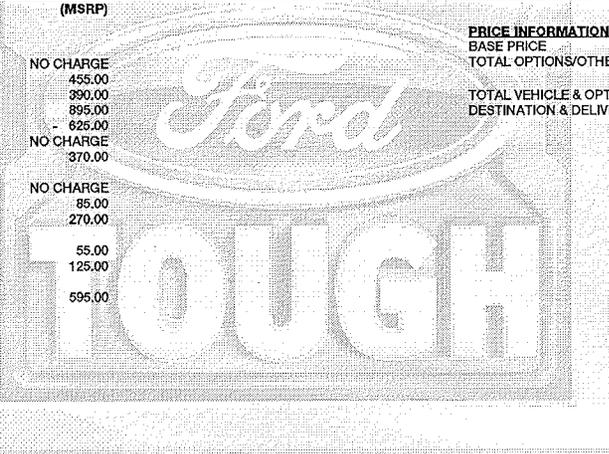
NO CHARGE
455.00
390.00
895.00
- 625.00
NO CHARGE
370.00
NO CHARGE
85.00
270.00
55.00
125.00
595.00

PRICE INFORMATION

BASE PRICE
TOTAL OPTIONS/OTHER

(MSRP)

\$37,905.00
2615.00
TOTAL VEHICLE & OPTIONS/OTHER
DESTINATION & DELIVERY
40520.00
1195.00



fuelconomygov

Calculate personalized estimates and compare vehicles



38917
5824 body
44741
- 7200
37541

**38 YEARS
FORD**

F - SERIES

**AMERICA'S BEST
SELLING TRUCK**



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or Visit ford.com/windowssticker

Standard messaging & data plan rates may apply.



1FD8X3B65FED58820

RAMP ONE

RA2M

TOTAL MSRP \$41,715.00

RAMP TWO

FINAL ASSEMBLY PLANT

KENTUCKY

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

METHOD OF TRANSP.

RAIL

ITEM #: 48-1878 O/T 59

SPECIAL ORDER

R746 R 6B 2X 530 000282 11 25 15



Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer for additional details, or visit www.FordOwner.com for more information.



Choose the vehicle you want. Whether you decide to lease or finance, you'll find the choices that are right for you. See your Ford Dealer for details or visit www.FordCredit.com.

Woodhams Ford Lincoln
1111 LaGrange
South Haven, MI 49090
269-637-2137
ross@woodhamsford.com

09/26/2016

City of South Haven
Attn: Larry Halberstadt

2017 Ford F150 Crew Cab 4x4 157" Wheelbase - 6.5' Box

All standard equipment per attached sheet

5.0 L V8 engine – 360 HP @5500 RPM 380 ft lb torque @4250

Equipment Group 101A

Includes cruise control, Sync – hands free system for cell phone, box
link tie down system, Power equipment group – includes power
windows, power locks, power remote mirrors, remote entry

Cloth 40/20/40 seat

Carpet covered floor

3.31 regular rear axle

7050# GVWR

Trailer towing package – includes trailer wiring and heavy duty cooling,
electrical upgrades and 2" Class IV receiver

Rear view camera

Tailgate step

P265/70R17 all terrain tires

Ford Spray in bedliner

There are no trucks in dealer inventory that match your specifications. This truck
would have to be ordered and would be a 2017 model.

Net - \$30,128.44

Ross Woodhams

Don Woodhams Inc
1111 LaGrange
South Haven, MI 49090
269-637-2137 Fax 269-637-8060
ross@woodhamsford.com

09/26/16

City of South Haven
Attn: Larry Halberstadt
RE: Van Bid

New 2017 Ford Transit Connect XLT Wagon

Long wheelbase with 7 passenger seating

2.5 Litre 4 cyl engine

Swing out rear doors

6 speed automatic transmission

5280# GVWR

Mid cabin overhead console

16" alloy wheels

Anti theft system

Blind spot information system

Key fobs

Front fog lamps

Daytime running lights

All weather floor mats

XLT trim – includes power windows, power door locks, remote entry, power mirrors,

Cruise control, rear window defroster, remote entry, power driver's seat,

Privacy glass, compass display, rear view camera

Net price - \$26,365

2016 is \$25,965. We would not be able to match this equipment exactly.

Ross Woodhams

Parks Commission

Regular Meeting Minutes

Tuesday, April 12, 2016
6:00 p.m., Council Chambers



City of South Haven

1. Call to Order by Reinert at 6:00 p.m.

2. Roll Call

Present: Jeff Arnold, Dorothy Cobbs, Chuck Moore, Warren Toneman, Marilyn White, Patti Reinert

Absent: Bob McAlear

3. Approval of Agenda

Motion by Arnold, second by Moore to approve the April 12, 2016 Regular Meeting Agenda as presented.

All in favor. Motion carried.

4. Approval of Minutes for the Record – March 8, 2016

Motion by Arnold, second by Toneman to approve the March 8, 2016 Regular Meeting Minutes as written.

All in favor. Motion carried.

5. Public Comments and Inquiries Concerning Items not on the Agenda.

None at this time.

REPORTS

6. Project Updates

Halberstadt updated the board regarding current and upcoming projects.

Beach Flag/Warning System: Halberstadt noted that he meant to bring one of the signs with him but assured that Spencer Manufacturing did a good job and the signs look nice.

Black River Park, Accessible Kayak Launch: The launch is in and operable.

BMX Pump Track: Noted that the funding award has been promised and the city plans to use clay from pending area roadway projects to construct the track.

Dyckman Beach Sign: New signage will be placed at Dyckman, Packard and Oak Street Beaches. Discussion ensued regarding placing smaller signage at Newcome Beach.

Monroe Boulevard Property Acquisition: This property acquisition has been completed so will not appear on future updates.

NEW BUSINESS

7. Commission will be requested to review a proposal for professional services related to Lake View Cemetery improvements.

Halberstadt explained the city has a proposal from Abonmarche Engineering to prepare bid documents so this project can get underway. The first phase will include yard hydrant repairs and replacements; retaining wall, stairs and pavement repairs; pavement crack sealing and maintenance; repair and replacement of roadway; bringing the restrooms into ADA (Americans with Disabilities Act) compliance; and entrance and way finding signage.

Moore asked for an explanation of the services to be rendered by Abonmarche which Halberstadt explained includes design, bid solicitation, construction, inspection and contract administration.

In response to questions by Moore, Halberstadt noted that the restroom is open to the public when the cemetery sexton is in the cemetery or office. After comments about the necessity of providing public restrooms in the cemetery, Halberstadt noted that it is part of the master plan that was already adopted, so his assumption was that we can move forward on this, but that doesn't mean it can't be revisited. Part of the plan was to provide the public access to the restrooms even when the sexton may not be present.

Motion by Moore, second by Arnold to recommend to City Council the selection of Abonmarche to provide professional services for the Lake View Cemetery improvement Project.

8. City Engineer Comments

Halberstadt just became aware of an email sent today with a question about the plaque sizes on benches. In response to questions by Moore, Halberstadt explained that he is not sure why the plaque size has changed; his recommendation would be to just let this person have a 2" x 6" plaque if that is what they want. The most recent plaques have been 2" x 4" Moore went out and checked several, and saw two that were 2" x 4" and the rest were 2" x 6".

Reinert said she thinks we should go ahead and allow him the size he wants. Moore said if they let him use the 2" x 6" then the next person will want 2" x 6".

Toneman asked why it came to us if the decision is made by council. Halberstadt said this is such a small decision he cannot see bothering council with it. Reinert explained that we do

need to make it clear that although there is a plaque in memory or honor of someone it is not a memorial, such as in a cemetery, where you would put flowers and other items.

Moore asked what size is in the gift policy to which Halberstadt responded there is nothing in the policy that specifies the size of the plaque. Moore noted some of the plaques are small and didn't say much, just "in honor of and in memory of" someone. Moore wondered if people may have ordered a plaque with just a few words and the sign maker used whatever size worked. Arnold commented, "We probably need to specify what size or number of characters on the plaque, and add that it specifies in the gift policy that it is not a memorial, it is a gift to the city in honor or memory of someone; it's a park bench." Reinert suggested we check the policy for what it says and maybe tighten it up a little. Toneman added, "I understand this is a simple request for one person, but we don't want to spend every meeting deciding this sort of thing."

Halberstadt also pointed out some size limitation is present due to the size of the wooden slats that make up the back portion of the benches. Placing a larger plaque across two slats might lead to some warping or movement that could break a plaque mounted in that manner.

Halberstadt noted he was not copied on that email so "let me take a look at it and bring back a recommendation." Reinert added that there should be a recommendation in writing that can be referred to.

Motion by Toneman, second by Moore that the city comes up with a standard policy by the next meeting.

9. Commissioner Comments

Toneman: Spoke about the need to get a consistent policy in place for bench plaques.

White: Requested that city crews, when mowing Elkenburg Park, move the bleachers and mow under them.

Reinert: Spoke about signs of spring including the red garbage containers with the city logo being delivered along the park.

Moore: Asked what is happening at the end of Van Buren Street where the overlook and memorial garden is to which Halberstadt responded that he has been in discussion with the donor of the garden; the garden is staying but the city is replacing the sidewalk in that area.

In response to a question by Reinert regarding seasonal employees, Halberstadt noted that he thinks things are pretty much on track; some of the seasonal employees have been hired.

10. Adjourn

April 12, 2016
Parks Commission
Regular Meeting Minutes

Motion by Cobb, second by Toneman to adjourn at 6:30 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

Brownfield Redevelopment Authority

Regular Meeting Minutes

Monday, August 8, 2016
4:00 p.m., Council Chambers



1. Call to Order by Bolt at 4:00 p.m.

2. Roll Call

Present: Barbara Craig (4:03 p.m.), Tom Erdmann, Tom Fleming, Andy Klavins, Stephanie Timmer, Chris Valentine, Art Bolt

Absent: Laura Bos, Eugen Gawreliuk, Mike Henry, Robert Herrera

Also present: Brian Dissette, City Manager; Jack McCloughan, Economic Development

3. Approval of Agenda

Motion by Timmer, second by Klavins to approve the August 8, 2016 Regular Meeting Agenda as presented.

All in favor. Motion carried.

4. Approval of Minutes – May 16, 2016

Motion by Valentine, second by Klavins to approve the May 16, 2016 Regular Meeting Minutes as written.

All in favor. Motion carried.

5. Interested Citizens in the Audience Will be Heard on Items Not on the Agenda

None at this time.

6. Financial Report

Hosier reviewed the Financial Report.

7. Final Payment for 229 Elkenburg

Hosier noted this is the final payment from Eco Demolition for demo of former Overton building at 229 Elkenburg. Hosier explained that due to damage to the fence, improper grading, and post holes left unfilled, city crews had to do the repair to the site and billed Eco

August 8, 2016
Brownfield Redev. Authority
Regular Meeting Minutes

Demolition, so the cost of those repairs has been deducted from this payment.

Motion by Klavins, second by Timmer to approve the final Application and Certificate for Payment for 229 Elkenburg in the amount of \$20,778.36 to Eco Demolition.

8. General Comments

None at this time.

9. Adjourn

Motion by Klavins, second by Erdmann to adjourn at 4:03 p.m.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

Local Development Finance Authority

Regular Meeting Minutes

Monday, August 8, 2016
4:00 p.m., Council Chambers
South Haven City Hall



1. Call to Order by Bolt at 4:04 p.m.

2. Roll Call

Present: Barbara Craig, Tom Erdmann, Tom Fleming, Andy Klavins, Stephanie Timmer, Chris Valentine, Art Bolt

Absent: Laura Bos, Eugen Gawreliuk, Mike Henry, Robert Herrera

Also present: Brian Dissette, City Manager; Jack McCloughan, Economic Development; Jill Bland, Southwest Michigan First

3. Approval of Agenda

Motion by Timmer, second by Klavins to approve the August 8, 2016 Regular Meeting Agenda as presented.

All in favor. Motion carried.

4. Approval of Minutes – May 16, 2016 Regular Meeting minutes and June 27, 2016 Special Meeting minutes

Motion by Klavins, second by Timmer to approve the May 16, 2016 Regular Meeting Minutes and the June 27, 2016 Special Meeting Minutes as written.

All in favor. Motion carried.

5. Interested Citizens in the Audience Will be Heard on Items Not on the Agenda

None at this time.

6. Financial Report

Hosier reviewed the financial report.

Motion by Erdmann, second by Klavins to accept the financial report.

All in favor. Motion carried.

7. Update from Southwest Michigan First

Jill Bland, CEcD and Executive Vice President, Southwest Michigan First:

Spoke about the progress made in this region by Southwest Michigan First. Reviewed information in the handout. Described hosting an agricultural site tour for which three site consultants who specialize in food processing were in attendance.

Discussed unemployment, work force needs and the necessity of proving that the work force needs, such as residential and housing opportunities, of an interested business can be met.

Explained their outreach to site consultants, including monthly conferences, many of which Southwest Michigan First hosts. Stated that research helps them choose the location of conferences which will attract the most site consultants.

Noted that as a region Southwest Michigan lacks shovel-ready sites; that the Tragna property is probably the closest we can get. Southwest Michigan First gets a lot of requests for 50 to 100 acre sites. From a building perspective, we need 100,000 square foot buildings to market.

Explained that the State of Michigan has decided not to provide retention incentives. Since there is such a labor shortage companies are threatening to pick up and move because they cannot find workers. Spoke about the trend to provide incentives for projects on the main downtown street but not three to four blocks away from the main downtown street.

Spoke about generating leads that will come to South Haven; matching how many jobs are open on Michigan Talent Bank and how many people are available in the labor force. Noted that Michigan Works puts together stats about each county.

Klavins asked for an update about the SHARA site to which Dissette responded that SHARA is looking at a grant to purchase an alternate site which is 40 acres. Dissette also noted that farmers are interested in the SHARA property which is valuable as farmland.

Dissette explained how valuable the city's relationship with Southwest Michigan First is, noting that the city has a very important restaurant/brewery potential but it is not in the CBD. The state told the city there were no incentives available but when Jill spoke with them, there was a difference in attitude. Dissette noted that one potential business is very, very happy we're working with Jill and her team.

8. Albemarle Proclamation

Hosier noted we wanted to recognize Albemarle for some of their accomplishments and thank them for staying in the community; they are great ballast for our community and provide jobs for a lot of local people.

Dissette added that the city was thrilled to get the transfer from DSM to Albemarle and thrilled that they are staying here. Explained that these proclamations are a point of pride for local businesses; they are posted on walls inside the businesses.

Motion by Erdmann, second by Valentine to present this proclamation.
All in favor. Motion carried.

9. General Comments

Dissette introduced what he calls “economic gardening,” noting his desire to make the board aware of upcoming capital projects. “We are building on the south side, north side and east side of town. Monroe Boulevard, Kalamazoo Street, Black River Street, North Shore Drive and extremely important projects for the Waste Water Treatment Plant. Working with Abonmarche investing in studies mostly funded by the State of Michigan. We have a variety of issues, including pumping issues and failing sewers.”

Dissette spoke about the planned reconstruction of the Indian Grove lift station, which has been experiencing issues since 2008; minor repairs which have helped stop some of the overflows but more needs to be done. Noted efforts to do as much of the work during the winter months as possible so streets aren’t under construction during the summer season. Dissette stated he is here to ask the LDFA to consider something; not asking for formal action today but would like to come back in a month.

Dissette stated this is the largest special assessment the city has ever contemplated, and noted, “We have a number of businesses who are going to see significant rate increases and special assessments. Trelleborg is looking at over \$40,000 in assessments; System Components Inc., about \$10,000; Albemarle just under \$20,000. East Jordan Plastics, who the city was very happy to have locate here, about \$37,000. In addition, they are looking at changes in their commodities that will mean 10% a year for years to come. I’m asking if this board could commit to some help. For the average homeowner it’s an extra one to four dollars a month; and \$123 per month for industrial and commercial businesses. If this board were to consider a \$50,000 annual payment, these special assessments could be wiped out.

Dissette introduced Chris Cook, President of Albemarle, who has been working with the city for years to help with these projects. “If the LDFA is willing to consider annual contributions, we can help the average citizen and make a huge impact for our industrial/commercial customers.”

Dissette pointed at LDFA 1, noting that all of those businesses flow into the Indian Grove Lift Station; all will see improvements via the Kalamazoo Street Reconstruction. “If there is to be a partnership it makes sense that it would be with LDFA 1. In the past city hall may have been presumptuous in “assigning” such with the board. I want to engage the board in conversation; walk you through any questions and concerns and hopefully be invited back in a month. This board has assisted in the past, has been very good about helping local businesses within the industrial parks. Special assessments have already been approved; if the LDFA is willing to assist, the special assessments for these businesses will be negated. We will be having similar conversations with the Downtown Development Authority (DDA); we are doing whatever we can to lessen the monthly impact. If we are able to collect \$100,000 between the TIF districts it will mean \$1.50 less per month for residential customers and \$125 per month for local businesses.”

Klavins asked about the handout and Dissette explained that if LDFA does \$50,000 per year those assessments are negated. Bolt asked, “If you erase the assessments for the people on this sheet, what about the businesses not listed?” Dissette explained these were just examples; some he grabbed from LDFA 1 and added, “As soon as we are selling that property to the new buyers of 229 Elkenburg, we are going to hit them with a multi-thousand dollar assessment. When the LDFA/DDA has helped in capital projects, we have been able,

in the past, to wipe out the assessments.” Dissette clarified that the request would be \$50,000 from the LDFA and \$50,000 from the DDA.

Dissette said the special assessment list affects thousands of properties. We are trying to set the tone for the future; anyone receiving the benefit of the upgrades to the lift station will be assessed. Dissette added that there are about thirty pump stations throughout the district (the majority in the townships) and what we do with this pump station will set the tone for future ones. The county drain system has used districts for years and it totally makes sense.

Bolt asked about complaints from commercial customers if we only help the industrial. Dissette compared it to the residential benefit of refuse removal not being extended to commercial and industrial.

Valentine reminded that in the past for street projects the LDFA has just been kind of “told” what our contribution will be. Valentine asked, “If we do the \$50,000 will we not be asked to contribute more?” Dissette’s response was, “In LDFA 1, Kalamazoo and Lovejoy are both receiving major upgrades. Without a doubt this is the LDFAs money so that’s why I’m asking. Anything the LDFA does, lowers the cost to the utility and all of the rate payers will see less of an annual adjustment.”

Erdmann would like to see what our budgets look like with this change and Dissette said he will happily provide numbers for LDFA 2 & LDFA 3.

Craig asked about the condition of the other pumping stations and that of the ones that will be done now. Dissette noted one is an existing station from the 1950s and the other involves building a new one. “The city is about 3.5 square miles and doesn’t have that many pumping stations; most are gravity fed, but when you get into the townships, those sections were added piece-meal so they are much more reliant on pump stations. The good news is we are about halfway through their life, but when those projects come it will include numerous pump stations. We are trying to create a good funding system. We don’t have to address this today but will have to in the future.”

Klavins put in a plug for the adult pie-eating competition this Friday during Blueberry Festival, noting that it’s the first time and it’s my fault. “So come on down, pay \$25 a head, it’s at 3:00 p.m. Friday. Klavins said he thinks the LDFA needs to eat some pie. Dissette said Chemical Bank will be there with their whole management team. Timmer noted that she volunteered.

Hosier gave an update on the Bohn building, noting that things are moving along; the emergency signs and doors are in place. Dissette echoed that the lease agreement and buy-sell agreement were done, thanks to the heavy lifting done by your chair and Kate Hosier sitting in negotiations with both parties and legal representation.

10. Adjourn

Motion by Klavins, second by Erdmann to adjourn at 4:44 p.m.

All in favor. Motion carried.

August 8, 2016
LDFA
Regular Meeting Minutes

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary

Parks Commission

Workshop Minutes

Tuesday, August 9, 2016
6:00 p.m., Council Chambers



City of South Haven

1. Call to Order by Reinert at 6:00 p.m.

2. Roll Call

Present: Chuck Moore, Wendi Onuki, Warren Toneman (6:14 p.m.) Patti Reinert
Absent: Bob McAlear, Marilyn White

Also present: Bill Hunter, DPW Director; Kathy Burczak, Abonmarche

3. Introduction of new member, Wendy Onuki

Reinert welcomed Onuki and asked her to introduce herself.

4. Introduction of new DPW Director, Bill Hunter

Halberstadt introduced Hunter and board members welcomed him.

5. Public Comments and Inquiries Concerning Items not on the Agenda.

None at this time.

REPORTS

6. Project Updates

Halberstadt listed the items that have reached completion:

Beach Flag/Warning System,
Black River Park Accessible Kayak Launch
Kid's Corner Restroom Roof Replacement
Monroe Boulevard Property Acquisition

Reinert spoke about taking a group on the river to see the new barrier-free kayak launch.

Discussion followed about the beach flag warning system, the environmental remediation at the site of the new fishing pier and progress on the BMX Pump Track. The group also

discussed the Dyckman Beach, Packard Park and Oak Street signs being included in the recent bids for the North Shore Drive Project. Halberstadt noted staff has a contractor lined up to install those signs. It was noted that the Dyckman Beach sign was originally considered as part of the Dyckman Street Reconstruction and now it has just been rolled into the North Shore Drive project.

Reinert updated the group regarding Harbor Walk Improvements at the end of North Shore Drive. The owners of two lots in that area have approved the black fence to extend all along both properties, the walkway will be paved and it is a huge improvement for that corner.

Halberstadt noted that staff is waiting to see if the city receives any Recreation Passport money for the Kid's Corner Play Structure renovation. Discussion ensued about whether the commission had made a decision to renovate rather than replace. Halberstadt noted that while staff has not made a final decision on that, the feedback is that full demolition of that play structure would not be a popular decision. Discussion ensued regarding safety issues, playground safety standards, removing any parts of the structure that are potentially hazardous. Halberstadt explained that replacement slides were included in the grant application and in response to a question by Reinert stated there are probably some safety issues that could be addressed now, such as replacing chain with cable on swings. Reinert asked when grant awards are announced to which Halberstadt responded that he believes the state announces these in December. Reinert wondered if changes could take place before the 2017 season but Halberstadt explained sometimes there is a holding pattern of four to six months, before the governor signs off, and he is not sure if this grant is like that.

During discussion about injuries at the Kid's Corner play structure, Halberstadt noted that resilient surfaces such as engineered wood chips or rubber chips are a couple of options to replace the current pea stone. Besides being a harder surface, the pea stone also has a tendency to migrate onto the wooden walkways and get ground into the surface. Reinert noted, "We just want to keep on top of this; there was a lot of pride in building it because it was a community build. We don't want to just put this out of our minds; it is well used being a large green space overlooking the lake."

North Beach Improvements. Per Halberstadt, staff has been working with Abonmarche on design details and that by the next meeting the commission might be able to review what would be close to a final edit.

Optimist Tot Lot. Halberstadt explained that Brandy (previous Parks Director) had started working on the Tot Lot and the city has a quote for needed improvements but has not been able to find funding for needed improvements. Reinert noted that there is a ball diamond at the tot lot with bleachers but Onuki, who lives in that area, stated she has never seen anyone playing ball there.

Discussion ensued regarding whether the city tracks in any way how much the different parks are used; whether records are kept regarding servicing of the restrooms and trash pickup. In response to a question about how much the Tot Lot is used, Onuki informed that it is used quite a bit for families with smaller children, under age five. "It just feels safer to go to the Tot Lot because Kids corner is like a maze and you can lose track of your child." Discussion then turned to accessibility.

South Beach Restroom Improvements & Splash Pad. Reinert asked about the plans for expanding the restrooms, whether putting a roof on now is prudent if the structure might later be changed but Halberstadt noted that the roof is so bad it has to be replaced now.

Water Street Streetscape Improvements. Halberstadt noted progress has been made in planning these improvements and City Manager Brian Dissette is interested in proceeding with the stairway from the corner of Indiana and Eagle Street down to Water Street. In response to a question from Moore about some neighborhood concerns, Halberstadt said some neighbors wanted just a stairway, with no observation deck. After further discussion, Halberstadt said Pat Cornelisse from Abonmarche did some drawings; the concept was presented to a number of boards & commissions, but final plans have not been developed.

Onuki remembers at one meeting Lotte (from Foundry Hall) came in and talked about a permanent stage down there (Riverfront Park). Halberstadt explained that he met with Lotte Resick and Rosemary Plechaty from Blueberry Fest because the Blueberry Fest Committee is very interested. Halberstadt reminded that Lotte had originally wanted to have the stage at the west end, but when we went down and looked at it, in the end she was okay with moving it toward the South Marina building. Reinert added, "The concept of the stage area was okay with everyone but the location of it to the west made a lot of people uncomfortable, because we do have that wide open view of the river and lake from the top of the hill, that we are kind of noted for." Reinert reminded that another place recommended for a stage was at the end of St. Joseph Street and discussion ensued regarding staff concerns; commission concerns; about not being in favor of a permanent elevated stage; and planning going on without input from the commission. Halberstadt noted that he agreed to work with Lotte to refine her options. Reinert asked if the city is spending any money developing this concept, to which Halberstadt responded that Abonmarche has volunteered their services at this time. Discussion continued regarding keeping any stage low profile; concern that the commission not send the message that we don't support entertainment, Foundry Hall and festivals. Reinert suggested getting together with the various organizations, and then have Abonmarche develop some drawings and bring that to the Parks Commission. Halberstadt responded that the three major users; Harbor Fest, Blueberry Festival and Foundry Hall (Riverfront Park Concert Series) were involved.

OLD BUSINESS

7. Commission will be requested to review progress and provide input on the Cemetery Improvement project.

Halberstadt noted that this stone wall at the entrance is a historic stacked stone wall and we've been consulting with contractors to find out how to restore that. Moore asked about cost. Halberstadt said this would be part of the grounds improvements which falls under a line item of \$104,600.00.

Moore asked about restrooms, which was discussed at a previous meeting. Halberstadt put the draft architectural drawing on the large screen, noting that the office building existing footprint is on the bottom left. "There is a small bathroom off to the right side, and off to the left side is some additional plumbing fixtures and mechanical space, that area is not used for the public much unless there are a lot of people there. We're talking about converting the existing restroom into a storage closet and then renovate the other corner into a handicap accessible restroom, with access only from the exterior, which allows staff to leave the

restroom portion unlocked while locking the office. This way there is the possibility that we could install a built-in timer to lock that facility at a pre-determined time.” Halberstadt pointed out that the cemetery sexton leaves the office at 3:30 p.m. each day.

Discussion started regarding the necessity for a restroom in a cemetery. Halberstadt noted that people are used to having one there and Reinert added that anyone working there needs a restroom.

Reinert asked whether any upgrades are planned for the entrance from Wells, noting that she sees a lot of people use that entrance and that the small building near that entrance is quite dilapidated. Halberstadt explained the small building there is for maintenance, storage and is used mostly by staff. Reinert asked if there was a restroom there; Halberstadt isn't sure as he has never been inside the building; it serves a purpose but he is not sure that building could be renovated or if it would need to be torn down and start over.

Reinert brought up the development in this area; across the street is the skate board park and next to it will be a BMX track; somewhere in that vicinity we need to have a restroom. In response to a question regarding where the nearest restroom is, Halberstadt stated there is an outhouse by the bike trailhead and the nearest restroom is at the police department. Discussion ensued regarding a central public restroom in that area.

Kathy Burczak noted, “Looking forward, the BMX and skate park would need a restroom. From a budget standpoint this (cemetery) building needs renovation; the person working there needs a restroom and people coming there to meet with the sexton need to have a restroom available but from a budget standpoint a larger central restroom might be cost prohibitive at this point.” Reinert agreed with the need for a restroom in the cemetery, but added, “It's not enough for future needs.” Halberstadt noted that the Parks Master Plan is due to be updated soon and that might be more of a master plan type of issue if you want a restroom in that area.” Reinert added there is a picnic area near the trailhead, the skate park and the BMX track, noting, “The city is encouraging more activity in that area so we need to think about that.”

Halberstadt pointed commissioners to an image of the yard hydrants staff are looking into for the cemetery, noting they are halfway decent looking and easy to operate. Halberstadt remembered there was discussion about section markers; the existing section markers are just concrete with a number tag. Halberstadt displayed an image as an idea for replacing existing markers.

Reinert asked about the erosion issues we talked about at a prior meeting. Halberstadt spoke about Abonmarche's initial report indicating some drainage issues; that sometimes the catch basins get clogged up with debris and leaves and do not drain very well. Based on where the bids come in for this first phase of work, Halberstadt believes the cemetery fund has sufficient funds to begin working on the drainage issue next year. Moore asked if there is standing water to which Halberstadt responded that most of the problems are catch basins near the road that are very low and/or in a dilapidated condition. In response to a query Halberstadt stated, “As a whole we don't know what condition the storm system is in. We plan to abandon the existing drainage system and develop new storage drainage systems underneath the roadways so we don't have the issue of drains under graves.”

Toneman asked Halberstadt to list priorities for this project. Halberstadt listed the yard hydrant repairs/replacement; the building improvements are next; the grounds improvements, some of which are erosion related, such as retaining walls. Reinert wondered if the commission would be able to vote on this by the next meeting. Halberstadt noted that if the commission wants him to bring the contract documents to them, he can do that. Reinert asked if this is coming out of city funds to which Halberstadt responded that it is.

Toneman likes the new pumps and the section markers, mostly concerned about the retaining walls. Halberstadt noted that the grounds improvement, wall, stair and pavement repair take care of some of that. Kathy explained that the stairs will be replaced, and the slope is rather steep. Burczak talked about how a stacked system wall works and that Abonmarche had someone come out and make sure grave sites are not infringed on by any of the planned work. "In the mausoleum area, we'd go a little higher with a wall system than the shorter wall which would replace the concrete block walls that are currently in a state of disrepair."

Discussion turned to city funds being used for this project and Halberstadt explained that the funds people pay for burial plots go into a fund for perpetual care and that is what we propose using for these improvements. Halberstadt thinks there will be about \$200,000 left to do more improvements next year.

Continued discussion centered on the entrance off Wells Street and the old pole building used to store maintenance equipment for the cemetery. Halberstadt would like to see that old building go away but it serves a purpose, so if you take it down you have to have some kind of plan for replacing it.

Moore asked about the number of plots available. Halberstadt responded that he does not know but he can get that number for the board.

Kathy Burczak informed commissioners about a new trend in cemeteries, the columbarium and family columbarium. In response to questions she explained that they are an above ground monument with storage locations for ashes. Riverview Park in St. Joseph has recently installed them; there are two styles; one which is a wall-system with niches and the other is a family one that looks like an actual gravestone but is made to insert up to four family members' ashes.

South Haven has at least one columbarium in our cemetery, located near Wells Street.

NEW BUSINESS

8. Commission will be requested to review a request to place portable toilets at Dyckman Avenue and Oak Street beaches for the 2017 beach season.

Halberstadt informed the commission that the city received a request to consider something for restrooms for Dyckman Avenue and Oak Street beaches; the nearest facility is at Packard Park. It was noted that "if we want to get serious about it, we want to think about putting in a concrete pad and putting fencing around the portable toilet so it's not just out there in the open." In response to questions, it was explained that an enclosure similar to those placed around commercial dumpsters would be placed around the portable toilets.

Reinert noted she frequents those beaches and has seen a tremendous amount of growth and use of those beaches. The parking lots at Dyckman and Oak are very small; a lot of the people using those beaches are renters who walk there. Halberstadt said there isn't a lot of room at the Oak Street Beach to place something like that. Discussion revolved around the need, usage, space needed to install portable toilet facilities; on-going expense of maintaining the facilities and the need for accessible portable toilets.

Halberstadt suggested that if the commission thinks we should look into this, in the fall staff could come back with some costs and determinations about where to place them and what kind. Reinert suggested looking into all the beaches that don't have restrooms. Halberstadt agreed to look at Woodman as well.

9. Commission will be requested to review and approve the proposed beach sign for Newcome Beach.

Halberstadt showed a rendering of one that had been approved noting that there isn't space at Newcome Beach to put the same sign as at Dyckman, noting this rendering is for a smaller sign. Reinert expressed disappointment that the long-term plan and branding isn't being done; the commission wanted to have all the beach signs be the same. Discussion ensued about the walkway; the house behind the sign; whether we can go back and try to determine if there's some way to fit the curved one in there. Burczak explained that when she spoke to the sign makers, the overall curve was very tight for the easement that exists. Halberstadt said maybe we can go to the property owner and ask for an easement. Reinert said maybe we do need to determine something that will fit on all the beaches so they are readily identified as a city beach. Kathy explained that there is an upcharge for custom work, so finding one design that will work at all the beaches is a cost savings. Halberstadt agreed to talk to the property owner.

Moore asked how many beach signs we are looking at. Halberstadt said we never put new signs at South Beach, so two signs there and North Beach, two more there. Reinert reiterated that she really thinks it is important that we have the uniformity so it's not just about North Beach and South Beach. Burczak stated that if that's the tightest spot, we'll make it work.

10. City Engineer Comments

None.

11. Commissioner Comments

Toneman: Spoke about the area where the skate park the BMX track is going to be and looking at putting a central restroom in that area. Halberstadt agreed it is probably time to update the Parks Master Plan.

Moore: Questioned the agreement the city made with the person who rents paddle boards. Moore didn't think we agreed that he could place a storage unit for paddle boards down on the beach taking up a lot of beach room. He thought the boards were to be removed every night and brought back the next day. Halberstadt will look at the license agreement. Reinert agreed that we cannot allow businesses to start taking over the public beach. Halberstadt

said he thinks it's a good thing to discuss before anyone moves forward with any more businesses; we need to figure out how it's going to work.

Moore: Asked about the status of the lighthouse. Halberstadt said they finished the interior work which is Phase 1. Reinert commended HASH for the work they have done; they raised more money than they even thought they could. Halberstadt said the bricks will be going in this fall.

Reinert: Spoke about Ed Appleyard keeping the lighthouse painted, covering up the graffiti on at least a weekly basis. Noted she recently learned that graffiti has been a historic problem since way back.

Moore: Said we should have a meeting in September.

Moore: Spoke about having discussion at the last Parks meeting about the size of the plaques on the park benches. Reinert mentioned again about consistency and not having the benches be memorials where people leave flowers and so forth. Halberstadt said the policy you approved was based in part on Grand Haven's policy, noting that the new DPW Director, present tonight, was instrumental in developing their policy.

12. Adjourn

The workshop ended at 7:38 p.m.

RESPECTFULLY SUBMITTED,

Marsha Ransom
Recording Secretary



Agenda Item 6

Banking Services Provider

Background Information:

The City Council will be asked to consider a motion to approve the change in the city's banking services provider, from Fifth Third Bank to Huntington Bank.

In order to reduce costs and increase interest earnings on the city's various deposits, the City of South Haven has requested proposals from local qualified banking institutions to provide various banking services. The objective was to identify the banking institution(s) which could offer the most comprehensive services at the most competitive rates. The priorities of the city are safety, interest, fees and service. The proposal contained a "sample month" of the city's banking activity and bidders were asked to provide interest earnings and fees charged based upon that sample month.

On August 8, 2016 sealed bids were opened for the city's banking services. Upon review of the proposals it was determined all of the banks were able to meet the qualifications the city was seeking with regard to safety and service. The largest variable in the proposals was the amount of interest and fees charged by each bank.

The City of South Haven currently has the main deposit accounts at Fifth Third Bank. The bid tabulation reveals that Huntington Bank would provide the most comprehensive service at the most competitive price. Please note that location within the city's Central Business District was described in the request for proposal as preferred, but not required.

The City Council will be asked consider the approval of the change in banking services provider at tonight's meeting.

Recommendation:

The City Council should consider a motion to approve the change in the city's banking services provider, from Fifth Third Bank to Huntington Bank.

Support Material:

- Copy of RFP for banking services
- Bid Tabulation
- Bank location map

REQUEST FOR PROPOSAL FOR BANKING SERVICES

INTRODUCTION

A. PURPOSE AND SCOPE

The City of South Haven is seeking proposals from qualified banking institutions (the “Bank”) to provide various banking services, as described herein. The objective is to identify the banking institution(s) that can offer the most comprehensive services at the most competitive rates. The priorities of the City are safety, interest, fees and service. We invite your institution to submit a proposal to us for consideration.

The proposal has been divided into the following sections:

1. Financial Services Overview
2. General Banking Information
3. Depository and Collection Services
4. Treasury Management Services
5. Purchasing Card
6. Pricing Proposal

It is the City’s intent to maintain most banking services with one bank.

B. ELIGIBLE BANKS

A proposer must be a federally or State of Michigan chartered banking institution whose deposits are insured by an agency of the United States government acting under the laws of this State and/or that of the United States. The financial institution must maintain a principal office or branch office located within The City of South Haven legal limits, preferably with a location in or near the City’s downtown. The financial institution must have experience in providing banking services for other Michigan Cities, and preferably have a municipal services division. Staff members who are committed, capable and experienced in serving municipal accounts are essential.

C. PROPOSAL FORMAT

A proposer must follow the attached format in submitting a proposal. It is required at a minimum to provide information in the format provided in Section 6 of this request for proposals. Additional or alternative presentation may be submitted for clarity of presentation. The proposal must be completed in its entirety. Any relevant supplemental information should be included as attachments. If a bank cannot meet a service requirement, the bank should enter “No Proposal” for that specific requirement.

D. TIMELINE *(subject to change)*

RFP distributed to banks	July 8, 2016
Proposals due from banks	August 8, 2016
Recommendation to City Council	September 6, 2016

Transition and coordination of the transfer of accounts to awarded financial institution will begin immediately after City Council approval

E. RESPONSE DATE

The bidder shall submit a printed and electronic copy of their proposal, **no later than 2:00 p.m. on August 8, 2016 to the Finance Director's office located at 539 Phoenix Street, South Haven, Michigan 49090.** Proposals will be opened publicly at that time. Bidders are invited, but not required to attend.

All proposals must be sealed, marked "**Banking Services Proposal**", and signed by a corporate official legally authorized to bind the financial institution. **Late proposals will not be accepted.** Amendments to proposals will be considered only if they are received by the above deadline.

F. QUESTIONS

Questions regarding the bid process or specific aspects of the RFP should be mailed or e-mailed to:

Wendy J. Hochstedler, Finance Director
City of South Haven
539 Phoenix Street
South Haven, MI 49090
E-mail: whochstedler@south-haven.com

Questions and answers will be consolidated and provided to all banks that requested and provided an email address. All questions are due at least one week prior to the deadline, August 8, 2016. Questions will be addressed as they come in and distributed to all banks. ***Please do not call with questions.***

G. SELECTION CRITERION

It is the City's desire to select a single bank that will provide the best overall value on a long term relationship rather than simply selecting the "low bidder". Accordingly, the following factors (not in any specific order) will be considered in order to select the most qualified bank to serve our banking needs:

Net overall cost comprised of four components:

1. Treasury Management service fees
2. Earnings Credit Rate
3. Availability schedule applied to deposited items
4. Demonstrated commitment to our community

Ability, attitude and willingness of bank representatives to serve the needs of the City

Quality of written proposal

Quality of references

Quality of oral presentation

Proximity of branch locations

Availability and commitment to implementing new technologies

Financial Strength

H. TERM OF BANKING SERVICES AGREEMENT

The City is proposing a contractual agreement that provides for a long term relationship with a minimum of five years.

I. RIGHT TO REJECT PROPOSALS

The City reserves the right to postpone, accept or reject any and all bids, in whole or in part, on such basis as it deems to be in its best interest to do so. The City also reserves the right to waive any informalities or irregularities in any proposal. It is our intention to maximize interest income, minimize fees while maintain a high level of banking services. We reserve the right to change banks at any time.

SECTION 1 – FINANCIAL SERVICES OVERVIEW

I. CURRENT ACCOUNT STRUCTURES

Accounts	Avg. Balances
City of South Haven – General Fund	\$5,933,910
City of South Haven – Payroll Fund	\$ 83,718
City of South Haven – Insurance Fund	\$ 3,014
SHAES – General Fund	\$ 863,271
SHAES - Medicare Fund	\$ 20,923
SHAES – HSA Fund	\$ 2,496

II. SERVICES REQUESTED

- On-line reporting
- Account reconciliation/Positive Pay/Stop payments
- Lock box services
- Check imaging
- Digital Check Depositing
- On-line wire transfers/ACH

-
- Payroll ACH direct deposit-ACH, State Taxes ACH
 - Direct deposit
 - Utility Bill ACH
 - No NSF Fees/no wire fees
 - Credit card acceptance
 - Purchasing card

SECTION 2 – GENERAL BANKING INFORMATION

I. FINANCIAL STRENGTH

A. SAFETY AND SOUNDNESS

Identify key measures of the bank's financial strength, (e.g. capital ratios, market capitalization, total assets).

B. CREDIT RATINGS

Provide ratings for the bank and/or subsidiary bank from the following agencies: Standard & Poor's Moody's, Fitch and Bauer. Specifically include ratings for Bank Financial Strength, Bank Deposits and Issuer Rating.

C. FINANCIAL STATEMENTS

Each proposer must submit with their proposal a copy of their annual financial reports for the past year.

II. ACCOUNT SERVICING

A. BANK CONTACTS

List names, titles, telephone and fax numbers and e-mail addresses for key bank contact personnel who will be working on providing services to the City. Also, provide a brief resume for each contact.

B. REFERENCES

Each proposer shall include five references of customers who have used services similar to those included in this request. Please provide name, address, telephone number, and a contact person for each reference.

C. PROXIMITY

Provide the distance from your nearest bank branch to location:

South Haven City Hall
539 Phoenix Street
South Haven, MI 49090

C. COMPETITIVE POSITION AND FUTURE COMMITMENT

1. What differentiates your products / services from other providers?
2. What new services or features does the bank plan to offer, and within what time frame?
3. Provide any additional information, which you believe to be relevant to this RFP, and your capabilities to provide the services requested, e.g., product brochures, and articles in trade journals.

E. DISASTER RECOVERY

Provide an overview of the bank's disaster recovery plan. Include an overview of how the plan will affect City banking services and operations.

F. IMPLEMENTATION

1. What is the average lead-time required for implementation, including but not limited to the following services?
 - Deposit ticket orders and endorsement stamps
 - Information reporting
 - Other

SECTION 3 – DEPOSITORY AND COLLECTION SERVICES

A. PROCESSING

What is the cut-off time to ensure same day ledger credit? Do you have the option to digitally scan checks and have them deposited into the accounts automatically?

B. BANK COMPENSATION

1. How do you determine and calculate availability of deposited items?
 - a. Do you give immediate availability?
 - b. Do you use a standard schedule? Accelerated schedule? How often is it updated?
2. Provide your bank's 2016 availability schedule.
3. Will the City compensate your bank for services by explicit fees, compensating balances, or a combination of the two? Please define the fees and the limits required for compensating balances to offset them.
 - a. How are your bank's monthly earnings credit rates calculated?
 - b. Provide historical rates for the last year.

C. RETURNED ITEMS

1. Describe your procedure for handling non-sufficient funds checks deposited into a City account.
2. Is the return item automatically re-deposited? If so, how many times?

D. STOP PAYMENTS

1. Can stop payments be placed manually? On-line?
2. Can the period be extended?
3. Can you request stop payments for a range of checks? What is the limit of the range?

E. WIRE TRANSFERS

1. What are the opening hours and the cut-off times in Eastern Standard Time for initiating wire transfers to ensure same-day execution?
2. What is the cut-off time for incoming domestic wire transfers to receive same day credit?

SECTION 4 – TREASURY MANAGEMENT SERVICES

I. ACCOUNT RECONCILIATION SERVICES

1. Provide a brief description of each account reconciliation service that the bank offers. Please provide sample reports.
2. Describe the products features including but not limited to:
 - a) File transmission time windows
 - b) File layout
 - c) Imaging capabilities
 - d) Reporting capabilities – paper vs. electronic vs. internet
 - e) Technical capabilities
 - f) System requirements

Please indicate any costs or fees associated with the services described in this section. Please provide this information in the format provided in Section 6 of the proposal.

II. POSITIVE PAY

1. Provide a brief description of each positive pay service that the bank offers. Please provide sample reports.
2. Describe the products features including but not limited to:
 - a) Data transmission methods
 - b) File transmission time windows
 - c) Notification report delivery methods

-
- d) Notification transmission time windows/response deadlines
 - e) Control options – default, dollar threshold, etc.
 - f) Imaging capabilities
 - g) Technical capabilities – Internet
 - h) System requirements

Please indicate any costs or fees associated with the services described in this section. Please provide this information in the format provided in Section 6 of the proposal.

III. INFORMATION REPORTING SERVICES

1. Provide a brief description of the information reporting services that the bank offers. Please provide sample reports.
2. Describe the products features including but not limited to:
 - a. Applications/modules available within the service
 - b. Hours of access/Time windows
 - c. Level of detail provided for prior day and for intra-day information
 - d. History retention
 - e. Export capabilities
 - f. Internal control options/security features
 - g. Imaging capabilities
 - h. Technical capabilities
 - i. Reporting – paper vs. electronic vs. internet
 - j. System requirements

Please indicate any costs or fees associated with the services described in this section. Please provide this information in the format provided in Section 6 of the proposal.

IV. ACH PROCESSING

The City currently uses ACH processing for Payroll, Federal Taxes, Utility Bills, etc.

1. Describe the service delivery method (direct transmission, PC-based system, web-based) that you recommend based upon the information outlined for our organization.
 - a) Is this the same system used for Account Reconciliation Services?
 - b) Is this the same system used for Information Reporting?
2. Describe the products features including but not limited to:
 - a) Transmission procedures
 - b) Transmission time windows/ACH hours of operation
 - c) Process for reversing/deleting files
 - d) Electronic reporting capabilities
 - e) Security features
 - f) System requirements

Please indicate any costs or fees associated with the services described in this section. Please provide this information in the format provided in Section 6 of the proposal.

V. DISBURSEMENT SERVICES

1. Describe the bank's disbursement services (controlled disbursement, PC-based system, web-based) that you recommend based upon the information outlined for our organization.
 - a. Is this the same system used for Account Reconciliation Services?
 - b. Is this the same system used for Information Reporting?
 - c. Is this the same system used for ACH Processing?
2. Describe the products features including but not limited to:
 - a. Endpoint locations
 - b. Notification methods
 - c. Notification time windows
 - d. Electronic reporting capabilities
 - e. Funding options
 - f. Security features
 - g. System requirements

VI. LOCKBOX SERVICES

The City does not use this service at this time. Please provide details of how this would benefit the City and our customers. Also provide cost information.

SECTION 5-PURCHASING CARD

BASIC INFORMATION

1. Please provide a general overview of various card programs available
2. Describe the products features including but not limited to:
 - a. Card management process: new card issuance, deletion, replacing, modifying etc.
 - b. Settlement terms/billing cycle options
 - c. Payment options
 - d. Card control and usage restrictions
 - e. Technical capabilities-internet
 - f. Security features
 - g. System requirements
 - h. Interface options with internal financial systems

For this section please describe any products or services not specifically mentioned here, which your bank offers which may benefit the City. Please include all cost and fees associated with the service.

SECTION 6 – PRICING PROPOSAL

See attached "Interest and Fee Analysis" Excel Spreadsheet. Please complete utilizing your financial institution's standard pricing and include totals in the format provided. If there is a tiered scale for earnings credit or interest payments, please provide details.

[Section 6 - Interest and Fee Analysis](#)

This is a firm and irrevocable offer for ninety days.

Non-Discrimination

Upon submission of this proposal, the Financial Institution agrees that he/she will comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act No. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act No. 220; Public Act of 1976 as amended, and all other applicable Federal, State, and Local laws and regulations. Specifically, providers are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's race, color, religion, national origin, ancestry, age, sex, or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract or purchase agreement and may be processed as provided under the State of Michigan laws.

Official Submitting Proposal

Name:

Title:

Date: August 8, 2016

Signature: _____

CITY OF SOUTH HAVEN
BID TABULATION FOR BANKING SERVICES PROPOSAL
SEALED BIDS DUE BY 2 PM
August 8, 2016

Monthly net interest earned/(fees charged)
Using April 2016 City activity as sample

<u>Banking Institution</u>	<u>Fees charged</u>	<u>Earnings Credit</u>	<u>Interest Earned</u>	<u>Monthly net interest earned/(fees charged)</u>	<u>Annualized</u>
FIFTH THIRD BANK	(2,173.22)	1,053.95	-	(1,119.27)	(13,431.24)
STURGIS BANK & TRUST	(572.80)	546.88	32.45	6.53	78.36
CHEMICAL BANK	(771.54)	-	576.78	(194.76)	(2,337.12)
HUNTINGTON BANK	(1,487.87)	1,487.87	856.02	856.02	10,272.24



Agenda Item 7

ORV Local Operation Consideration

Background Information:

The City Council will be asked to consider an ordinance amendment introduction which, if approved, would allow for the continued operation of off road vehicles (ORVs) on public streets.

Over the past 12 months, the city has allowed for the usage of ORVs on public streets. At the time of the ordinance adoption, the Council inserted a “sunset” provision which automatically ends the ORV allowance, unless the Council considers an ordinance amendment which allows the usage to continue.

In the fall of 2015, the City Council actively reviewed and approved an ordinance which allowed for the seasonal usage of golf carts on public streets. That approval came after a local citizen had completed the purchase of what was intended to be a “street legal” golf cart. The cart was reviewed, inspected, and approved by the South Haven Police Department (SHPD.) When the golf cart’s owner attempted to secure registration for the cart from the Michigan Secretary of State’s office, the owner was informed that the State of Michigan was no longer allowing privately owned golf carts to be registered for on street usage, but local units of government could grant the golf cart allowance.

Ultimately, the ordinance approval addressed the State of Michigan’s handling of local citizenry’s golf cart operation requests. However, the ordinance approved by the City Council did not address ORV operation and usage on public streets. The city’s staff operates a number of ORV units as part of operations at the Department of Public Works, SHPD and South Haven Area Emergency Services. Further, the VanDerZee Motorplex is a local business which is located within the city, which sells and equips ORV units for private citizens’ usage. For many years the business has sold ORV units with “street legal” certification. That certification was achieved through ORV equipment upgrades, inspection by officials from the State of Michigan, and final approval from the Michigan Secretary of State’s office. As with the golf cart ruling, the State of Michigan has announced that ORV units will no longer be licensed by that department and considered for on-street usage by the State of Michigan. As a result, the City Council opted to adopt an ordinance which allowed for local on-street operation of ORV units.

During the 2016 summer season, the city observed numerous ORV units operating on city streets. During that time period, the SHPD issued one (1) ticket to an ORV operator. That ticket was issued for operating the unit on an improper street (Business Loop 196, Phoenix Street.) Enclosed is correspondence from the SHPD which addresses the ORVs which operated during the past season.

The ordinance, as adopted, provides the following regulations for the operation of an ORV:

Except as set forth herein or otherwise provided by law, an individual may operate an ORV on city streets subject to the following restrictions:

(1) ORVs may be operated from May 1 to October 31 during the hours of 6:00 a.m. to 9:00 p.m., and from November 1 to April 30 during the hours of 8:00 a.m. to 5:00 p.m.

(2) No person under 12 years of age shall operate an ORV.

(3) A person under the age of 18 years of age shall not operate an ORV unless the person is in possession of a valid driver license or under the direct supervision of a parent or guardian and the person has in his or her immediate possession an ORV safety certificate issued pursuant to Part 811 of the Michigan Natural Resources and Protection Act or a comparable ORV safety certificate issued under the authority of another state or a province of Canada. These requirements are in addition to any applicable requirements of state law in MCL 324.81129, as may be subsequently amended.

(4) All ORV operators 18 years of age or older shall have in their immediate possession a valid driver license.

(5) A person shall not operate an ORV at a speed greater than 25 miles per hour or a lower posted ORV speed limit or in a manner that interferes with traffic on the street. In no event shall a person operate an ORV at a rate of speed greater than is reasonable and proper, or in a careless manner, having due regard for conditions then existing.

(6) Unless the person possesses a valid driver license pursuant to MCL 257.25, as amended, a person shall not operate an ORV if the ORV is registered as a motor vehicle and either is more than 65 inches wide or has three (3) wheels.

(7) ORVs shall travel single file except that an ORV may travel abreast of another ORV when it is overtaking or passing, or being overtaken and passed by, another ORV.

(8) ORVs shall display a lighted headlight and lighted taillight at all times.

(9) A person shall operate an ORV with the flow of traffic on the far right of the maintained portion of the street, in a manner that does not interfere with traffic on the street.

(10) Operation of ORVs is prohibited in all cemeteries in the City.

(11) Operation of ORVs is prohibited on all beaches, sidewalks, and other pathways not specifically designed for motor vehicle use. This prohibition shall not apply to agents of the City, or other law enforcement personnel in the performance of their official duties.

(12) A person shall not transport any passenger in or upon an ORV unless the manufacturing standards for the vehicle make provisions for transporting passengers.

(13) A person shall not operate an ORV unless the vehicle is equipped with a braking system that may be operated by hand or foot, capable of producing deceleration at 14 feet per second on level ground at a speed of 20 miles per hour; a brake light, brighter than the taillight, visible from behind the vehicle when the brake is activated, if the vehicle is operated

during the hours of 1/2 hour after sunset and 1/2 hour before sunrise; and a throttle so designed that when the pressure used to advance the throttle is removed, the engine speed will immediately and automatically return to idle.

(14) An individual shall not operate an ORV unless the vehicle is equipped with a Roll-Over Protective Structure (“ROPS”) as that term is defined in the Occupational Safety and Health Administration regulations.

(15) An individual who is operating or is a passenger on an ORV shall wear a crash helmet and protective eyewear that are approved by the United States Department of Transportation. This subsection does not apply to an individual wearing a properly adjusted and fastened safety belt if the ORV is equipped with a roof that meets or exceeds United States Department of Transportation standards for a crash helmet.

(16) An ORV shall not be operated on any state trunk line right-of-way, except that the operator of a vehicle may cross a street, county road, or highway, other than a limited access highway, at right angles, for the purpose of getting from one area to another, if the operation can be done safely. The operator shall bring the vehicle to a complete stop before proceeding across a street, county road, or highway, and shall yield the right-of-way to oncoming traffic.

Please note that the ORV ordinance included a sunset provision, similar to the one enacted with the golf cart allowance ordinance, which rescinds the allowance to operate ORVs on city streets, after one year from the date of adoption, if the City Council does not reauthorize the allowance.

Should the City Council wish to proceed with the continued ORV allowance, which allows the use of ORV units on the city’s streets, the Council should consider the introduction of the ordinance amendment as presented, which will allow the ongoing usage of ORVs on city streets and strikes the sunset provision.

Recommendation:

The City Council should consider a motion to introduce an ordinance amendment which, if approved, would allow for the continued operation of off road vehicles (ORV) on public streets.

Support Material:

DRAFT Ordinance Amendment; ORV Ordinance
SHPD ORV Correspondence
ORV Operation Area Map



City of South Haven

POLICE DEPARTMENT

90 Blue Star Highway, Suite 1 • South Haven, Michigan 49090
Telephone (269) 637-5151 • Fax (269) 637-9346

Natalie Thompson
Acting Chief of Police

To: City Manager Brian Dissette

From: Natalie Thompson, Acting Chief of Police

Re: ORV operation in the city

After checking with City Hall, there has only been one citation issued this summer for ORV operation. This was written by Officer Wildey for operation of an ORV on Blue Star Hwy. An issue that arose out of this was that a fee schedule had not been adopted, with the ordinance only citing a “fine of up to \$500.00”. After consulting with Attorney Manning he pointed out that the fee schedule can either be defaulted to the City Ordinance 1-16 (g)(1)a. which is already in place for Municipal Civil Infraction being \$50.00. The other option pointed out by Manning was to add the ORV Ordinance to the list of “otherwise noted ordinances” in section 1-16 (g)(1) c., which would make compound fines for repeat offences.

Another issue which arose, which is not a fault of the ordinance, was residents in the 800 block of Phoenix were told by the dealership when they bought their ORV that they were OK to operate on that section of Phoenix because “the police won’t stop you for that”. Beside the fact that this was bad advice on the part of the dealership, it does create an issue for those who live on the restricted roads wanting to operate an ORV. I’m not sure if it is possible being that this is state trunk line, but maybe an amendment that an ORV can be operated on the restricted roadway to get from a residence to an unrestricted roadway by most direct route only.

Other than the one citation, no other enforcement actions were taken and there were no reported accidents involving ORVs.

Please let me know if you would like any further information,

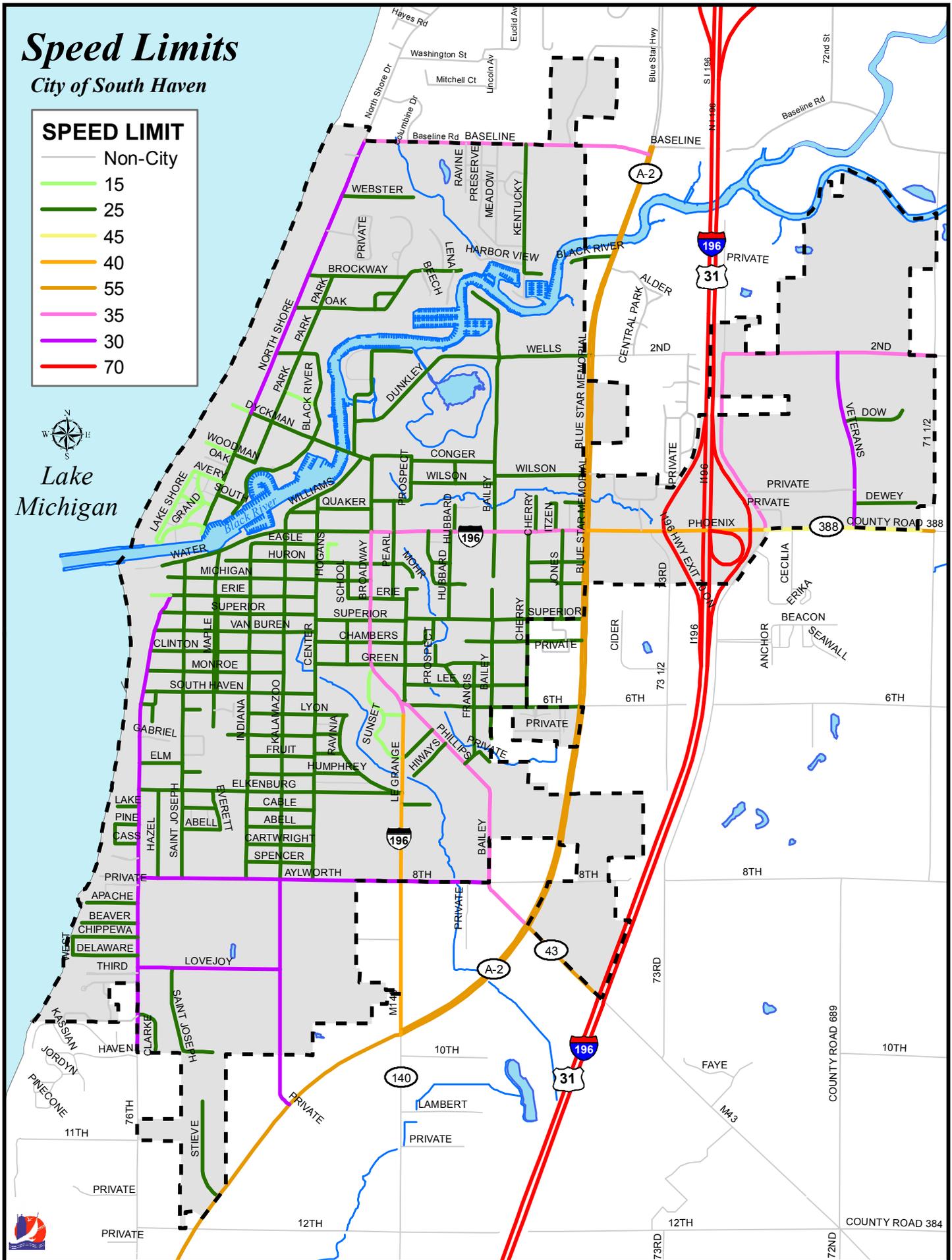
Speed Limits

City of South Haven

SPEED LIMIT	
	Non-City
	15
	25
	45
	40
	55
	35
	30
	70



Lake Michigan



CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 74, ARTICLE I, OF THE CODE OF
ORDINANCES BY ADDING SECTION 74-15 TO ALLOW AND REGULATE THE USE
OF ORVs ON CITY STREETS.

The City of South Haven Ordains:

SECTION 1

Amendment. That Chapter 74, Article I, of the Code of Ordinances, City of South Haven, Michigan, is amended to add section 74-15 as follows:

Sec. 74-15. OPERATION OF ORVs.

(a) Definitions. As used in this Section:

- (1) "ATV" means a vehicle with 3 or more wheels that is designed for off-road use, has low-pressure tires, has a seat designed to be straddled by the rider, and is powered by a 50cc to 1,000cc gasoline engine or an engine of comparable size using other fuels.
- (2) "Operate" means to ride in or on, and be in actual physical control of, the operation of an ORV.
- (3) "Operator" means an individual who operates or is in actual physical control of the operation of an ORV.
- (4) "ORV" or, unless the context implies a different meaning, "Vehicle," means a motor-driven off-road recreation vehicle capable of cross-country travel without benefit of a road or trail, on or immediately over land, snow, ice, marsh, swampland, or other natural terrain. ORV or vehicle includes a side-saddle 4-wheel vehicle or other means of transportation deriving motive power from a source other than muscle or wind. ORV or vehicle does not include a golf cart, registered snowmobile, a multi-track or multi-wheel drive vehicle, an ATV, a motorcycle or related 2-wheel, 3-wheel or 6-wheel vehicle, an amphibious machine, a ground effect air cushion vehicle, a farm vehicle being used for farming, a vehicle used for military, fire, emergency, or law enforcement purposes, a vehicle owned and operated by a utility company or an oil or gas company when performing maintenance on its facilities or on property over which it has an easement, a construction or logging vehicle used in performance of its common function, or a registered aircraft, as the term(s) are defined pursuant to section 81101 of the Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.101 *et seq.*
- (5) "Street" means a city major street or city local street as described in section 9 or 1951 PA 51, MCL 247.659, or a segment thereof.

(b) Except as set forth herein or otherwise provided by law, an individual may operate an ORV on city streets subject to the following restrictions:

- (1) ORVs may be operated from May 1 to October 31 during the hours of 6:00 a.m. to 9:00 p.m., and from November 1 to April 30 during the hours of 8:00 a.m. to 5:00 p.m.
- (2) No person under 12 years of age shall operate an ORV.

- (3) A person under the age of 18 years of age shall not operate an ORV unless the person is in possession of a valid driver license or under the direct supervision of a parent or guardian and the person has in his or her immediate possession an ORV safety certificate issued pursuant to Part 811 of the Michigan Natural Resources and Protection Act or a comparable ORV safety certificate issued under the authority of another state or a province of Canada. These requirements are in addition to any applicable requirements of state law in MCL 324.81129, as may be subsequently amended.
- (4) All ORV operators 18 years of age or older shall have in their immediate possession a valid driver license.
- (5) A person shall not operate an ORV at a speed greater than 25 miles per hour or a lower posted ORV speed limit or in a manner that interferes with traffic on the street. In no event shall a person operate an ORV at a rate of speed greater than is reasonable and proper, or in a careless manner, having due regard for conditions then existing.
- (6) Unless the person possesses a valid driver license pursuant to MCL 257.25, as amended, a person shall not operate an ORV if the ORV is registered as a motor vehicle and either is more than 65 inches wide or has three (3) wheels.
- (7) ORVs shall travel single file except that an ORV may travel abreast of another ORV when it is overtaking or passing, or being overtaken and passed by, another ORV.
- (8) ORVs shall display a lighted headlight and lighted taillight at all times.
- (9) A person shall operate an ORV with the flow of traffic on the far right of the maintained portion of the street, in a manner that does not interfere with traffic on the street.
- (10) Operation of ORVs is prohibited in all cemeteries in the City.
- (11) Operation of ORVs is prohibited on all beaches, sidewalks, and other pathways not specifically designed for motor vehicle use. This prohibition shall not apply to agents of the City, or other law enforcement personnel in the performance of their official duties.
- (12) A person shall not transport any passenger in or upon an ORV unless the manufacturing standards for the vehicle make provisions for transporting passengers.
- (13) A person shall not operate an ORV unless the vehicle is equipped with a braking system that may be operated by hand or foot, capable of producing deceleration at 14 feet per second on level ground at a speed of 20 miles per hour; a brake light, brighter than the taillight, visible from behind the vehicle when the brake is activated, if the vehicle is operated during the hours of 1/2 hour after sunset and 1/2 hour before sunrise; and a throttle so designed that when the pressure used to advance the throttle is removed, the engine speed will immediately and automatically return to idle.
- (14) An individual shall not operate an ORV unless the vehicle is equipped with a Roll-Over Protective Structure ("ROPS") as that term is defined in the Occupational Safety and Health Administration regulations.

- (15) An individual who is operating or is a passenger on an ORV shall wear a crash helmet and protective eyewear that are approved by the United States department of transportation. This subsection does not apply to an individual wearing a properly adjusted and fastened safety belt if the ORV is equipped with a roof that meets or exceeds United States department of transportation standards for a crash helmet.
- (16) An ORV shall not be operated on any state trunk line right-of-way, except that the operator of a vehicle may cross a street, county road, or highway, other than a limited access highway, at right angles, for the purpose of getting from one area to another, if the operation can be done in safety. The operator shall bring the vehicle to a complete stop before proceeding across a street, county road, or highway, and shall yield the right-of-way to oncoming traffic.
- (c) An ORV shall not be operated within the City unless and until the ORV is licensed in accordance with all applicable state licensing requirements and unless and until the ORV has all equipment required under applicable state law.
- (d) A person operating an ORV within the City shall comply with all applicable federal, local, and state regulations, including but not limited to the provisions of Part 811 of the Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.81101 *et seq.*, as may be subsequently amended.
- (e) A person who violates this ordinance is responsible for a civil infraction and subject to a fine of not more than \$500.00.
- (f) In addition to the fine provided for herein, a court shall order violators of this ordinance to pay the cost of repairing any damage to the environment, a street, county road, or highway, or public property as a result of the violation pursuant to MCL 324.81131(17).
- (g) The City Treasurer shall deposit fines and damages collected for violations of this ordinance into a fund to be designated as the "ORV Fund." City council shall appropriate revenue in the ORV Fund as follows:
 - (1) Fifty percent to the City of South Haven Police Department for ORV enforcement and training.
 - (2) Fifty percent to the City of South Haven Public Works Department to be used for repairing damage to streets and the environment that may have been caused by ORVs and for posting signs indicating ORV speed limits or indicating whether streets are open or closed to the operation of ORVs under this ordinance.

SECTION 2

Publication and Effective Date. The City Clerk shall cause a notice of adoption of this ordinance to be published. This ordinance shall take effect 10 days after its adoption or upon publication of the notice of adoption, whichever occurs later.

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Introduced: _____, 2016
Adopted: _____, 2016
Published: _____, 2016
Effective: _____, 2016

Robert Burr, Mayor

CERTIFICATION

I, Travis Sullivan, Clerk of the City of South Haven, Van Buren and Allegan Counties, Michigan do hereby certify that the above Ordinance was adopted by the South Haven City Council on the ____ day of _____, 2016; and the same was published in a paper of general circulation in the City, being the *South Haven Tribune*, on the ____ day of _____, 2016.

Travis Sullivan, City Clerk



City of South Haven

Department of Public Works

DPW Building • 1199 8th Ave. • South Haven, Michigan 49090
Telephone (269) 637-0737 • Fax (269) 637-4778

MEMORANDUM

To: Brian Dissette, City Manager

From: Michelle Coffey, Special Events Coordinator

Date: September 29, 2016

RE: Special Event 2016-42 – Festival of Cars/Kruisin' For Kylie

Background Information

The South Haven Festival of Cars/Kruisin' For Kylie event is scheduled for June 3, 2017 from 5:30 am to 4:00 pm. Like the last couple of years, they are requesting the use of the Huron Street parking lot, pavilion, and from Hogan's Alley to Café Julia. This event is expected to bring 600-1000 people and will include the car show, music, and DJ.

Proof of insurance will be provided closer to event.

Attachments

Special Event 2016-42 Application and Map

Special Event # _____

Date Received _____

CITY OF SOUTH HAVEN

Special Events & Festivals Application

The Special Events & Festivals Information Pamphlet must be read before filling out this application.

Complete and return this application to the Parks and Recreation Office at least 21 business days prior to the start of the event.

A new application must be submitted each year.

I have read the Special Events & Festivals Information Pamphlet and will fill out this application completely; agreeing to follow all policies and regulations set by the City of South Haven.

DB
Initial

9-25-16
Date

CONTACT INFORMATION

Event Title: South Haven Festival Cars / Kruising for Kylie

Sponsoring Organization: South Haven Festival of Cars Committee

Applicants Name: Deryck Gruber

Telephone #: 269-637-2785 Phone # During Event: 269-449-7611

E-mail Address: mihomeinspector@yahoo.com

Other contacts for/during event

Name: Kim Morse Telephone: 269-214-0981

Name: Jacob Taylor Telephone: 616-893-8426

Kari Woodall Telephone: 269-214-7035

EVENT SPECIFIC INFORMATION

Event Location: Huron St. (from Hogan Alley to Cafe' Julia) Parking lot + Pavillion

Date(s) Requested: June 3, 2017 Alternative Date(s): _____

Start Time: 5:30 am End Time: 4:00 pm

Any event that exceeds 10:00 P.M. has to be approved by City Council

Number of people expected to attend: 600-1000

EVENT DESCRIPTION

Please give a description of the event (Please attach a separate sheet with details if there is not enough space below).

Car Show

MAPS/LOCATION – mark event items on map(s)

Check items below that apply to your event. **All items checked below must be indicated on the MAP(S).** Maps can be found on the city's website. Please note, **map(s) must be submitted with the Special Events & Festivals Application.**

City property or city park use. **Show locations of fencing, barriers, or barricades. Include streets and/or sidewalks to be closed or barricaded on map(s).** To ensure requested items, such as cones or barricades, are reserved and available for the day of the event, please complete the **CONES AND BARRICADE REQUEST FORM** and submit it with the Special Events & Festival Application. Requested items are available Monday through Friday during office hours between 7:00am and 3:30pm; the office is closed during lunch from 12:00pm to 1:00pm. Should you require an alternate time a **\$50 After Hour Charge** will be assessed. Please note, if the Cones and Barricade Request Form is not submitted, the City of South Haven can not guarantee the requested items will be available for the event, **first come - first served, limited quantity available.**

Barricade Request: Mark locations on maps. Barricades that are damaged or not returned to the Public Works Department will be charged \$25.00 per barricade.

Cone Request: Mark locations on maps. Cones that are damaged or not returned to the Public Works Department will be charged \$10.00 per cone.

Explain closure Close Huron St. from Hogans Alley to east entrance to parking lot.

Entertainment, dance, tent or stage. Mark locations on maps.

Event Command Post. Mark location on maps.

Dumpsters and/or trash containers. Mark location on maps.

Portable toilet facilities. Mark locations on maps. How many? _____
The City requires the use of portable facilities for events expecting over 500 attendants.

****Huron Street Pavilion requires portable toilet facilities for events expecting over 150 attendants. ****

Under part 117 of Act, 1994 PA 451, Waste servicers must dispose of their waste at a wastewater treatment plant with an approved receiving facility. The South Haven Wastewater Treatment Plant is **NOT** an approved facility.

Approved facility being used _____.

Parade. Mark beginning area, the route* (with arrows) and finish area on maps

*If Business Route I-196 needs to be closed for the Parade you will need to contact Department of Public Works at 269-637-0737 to obtain a MDOT permit for road closure.

Participants. Mark parking areas, bus locations, and special passengers on maps.

Relay event. Indicate "hand-off" points and areas of participant equipment impact.

Aircraft landing / hot air balloons. Mark location on maps.

Fireworks/pyrotechnics site. Mark location on maps.

Vendors/General Merchandise concession areas. Mark areas on maps. Name of contact person for vendor(s)

Vendors and General Merchandise Concessions will not be allowed in the Central Business District (CBD). Please refer to the Special Events & Festivals Information Pamphlet for a detailed map of this area.

Name: _____ Telephone: _____

Note: Number will be given for all vendor inquiries. It is suggested that the Sponsoring Organization issue a paper permit to be displayed by vendor to let city and event staff now they are an approved vendor.

First Aid facilities. Mark location on maps. List agency providing staff and equipment
Name: _____ Telephone: _____

Live animal sites. Mark location on maps and describe: _____

Any other item(s) that should be included on maps. Explain: _____

ADDITIONAL EVENT INFORMATION

Liquor License
The sale and consumption of alcoholic beverages may occur on publicly-owned property located with the approved Downtown South Haven Special Event Area. Guidelines for such special event liquor licensing are available in the Special Event & Festivals Alcohol Policy. These policies require that an application be filed with the City of South Haven and the Michigan Liquor Control Commission.
City of South Haven Liquor License Application
Michigan Liquor Control Commission Website

Liquor license application must be submitted before the city will process this special event application.

Noise: Please describe i.e. music, sound, amplification and any other noise that impacts surrounding area. Provide dates and times noise will occur. **All noise must stay within the city's noise ordinance. Noise Ordinance Sec. 30-28. City Noise Ordinance will be enforced.** If you have any questions about the noise ordinance please contact the local police department 269-637-5151.

music + DJ

Date: 6-3-17 Time: 9 am to 3 pm

Date: _____ Time: _____

Date: _____ Time: _____

Signage: Prior to the event a list of all signage (example: sandwich boards, banners, etc.) and placement of the signage needs to be turned in to the city's Parks and Recreation Supervisor. Upon submission the signage requests will be reviewed by the Parks and Recreation Supervisor; additional approval may be required. ***Due to limited space for banners, they will be placed on a first come first served basis***

Street Marking: Painting and marking on roads and sidewalks should be held to a minimum, and paint specifically designed to wear away in a short period of time and approved by the city shall be used. Please contact the Parks and Recreation Supervisor for approved list.

CITY SERVICES

Are you requesting any utility services to be provided: Yes No
If yes, explain: Electric at Pavilion

If electric utilities requested, name of festival person or electrician who will be responsible:
Name: Jacob Taylor Telephone: 616-893-8426

Will vendors be using electric utilities: Yes No
If yes, the city's Electrical Inspector will be making inspections of all vendors using electric during events. A charge of \$10.00 per vendor will be billed to the **Sponsoring Organization** (NOT the vendor) following the event.

Will you require additional police services: Yes No
If yes, explain: _____

Will you require additional fire/ambulance services: Yes No
If yes, explain: _____

Additional fire information: Mark all that apply

- Tents Concessions Exits Compressed Gases
 Extinguishers Electrical Exposed Flames
 Other: _____

If you checked any box in the "Additional fire information" section, you **MUST** obtain a **"FIRE & LIFE SAFETY (Form A3) REQUIREMENT FOR VENDORS, PARTICIPATING IN FESTIVALS, FAIRS AND ALL OTHER OUTSIDE EVENTS/ACTIVITIES"** information form from the Deputy Fire Chief. Please contact the South Haven Area Emergency Services at 269-637-5151 located at 90 Blue Star Hwy.

The primary concern during an event is Public Safety. In the event of inclement weather the City of South Haven has the right to cancel or postpone any special event; this includes the City Manager, Police Chief or his designee and Fire Chief or his designee.

INSURANCE

The city requires proof of insurance (\$1,000,000) naming the City of South Haven as "additionally insured". The Proof of Insurance Certification needs to be turned in with the Special Event application.

Is the Proof of Insurance Certification Provided with Special Event Application? Yes No

REMINDERS

Please make sure the following items are turned in with the Special Events & Festivals Application

- Map(s)
- Proof of Insurance Certification *to follow*
- Cones and Barricade Request Form (if applicable)
- Submitted liquor license application (if applicable)

INDEMNIFICATION AGREEMENT

The undersigned agrees and promises, as a condition of approval of this Special Events & Festivals Application to defend, indemnify, and save harmless the City of South Haven, its agents, officials and employees from all suits, claims, damages, causes of action or demands of any kind and character arising out of resulting from or in connection with the use of said Public Property

Dyck
Applicants Signature

9-25-16
Date

Please return to:
Parks and Recreation Supervisor
Department of Public Works
City of South Haven
1199 8th Ave
South Haven, MI 49010
Phone: 269-637-0772 / Fax: 269-637-4778
Hours: Monday-Friday 7:00a.m. – 3:30p.m.

Please remember this application must be submitted to the Parks and Recreation Office at least 21 business days prior to the start of the event.

Legend

- Lamp Post
- ▭ Structure
- ▨ Grass
- ▧ Landscaped
- ▩ Pvt Parking

Place symbols on map where needed and write quantity needed on lines.

- △ Cones*: 25
- ◇ Barricades: 34
- D Dumpsters:
- P Porta-Potties:

*If making requests for barricades and cones be sure to also fill out: Cones and Barricade Request Form.

Elec. Poles
8 - 110V
1 - 30A
1 - 50A

Elec. Poles
16 - 110V
2 - 30A
2 - 50A

City Hall

Phoenix St.

Dyckman Park

Huron St Pavilion

Ice Rink Office

South Haven Memorial Library

Post Office

Broadway St.

Huron St.

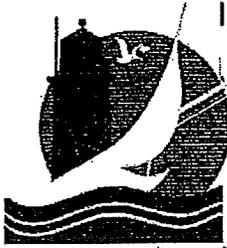
Hogan's Alley



Bus. 196

Dyckman Park and Huron St. Parking Lot / Pavilion

1



Department of Public Works
 DPW Building • 1199 8th Ave. • South Haven, Michigan 49090
 Telephone (269) 637-0737 • Fax (269) 637-4778

Cones and Barricades Request Form

Requester's Name South Haven Festival of Cars / Deryck Gruber
 Date Requested ~~6-3-17~~ 6-3-2017
 Organization/Committee South Haven Festival of Cars
 Mailing Address P.O. Box 22
South Haven, Michigan 49090
 Office/Main Phone 269-637-2785
 Cell Phone 269-449-7611

DATE of 6-3-17
 EVENT: ~~6-3-17~~

EVENT: South Haven Festival of Cars / Kruisin' For
Kylie

CONES	Quantity	Who will pick up cones (Please Print Legibly)	Cell Phone	Pick Up Date/Time	Return Date/Time
	25	Deryck Gruber	269-449-7611	6-3-17 6-3-17 2:00 <u>PM</u>	6-4-17 6-4-17 AM PM

Please note: Street cones that are damaged or not returned to the Public Works Department will be charged \$10.00 per cone.

BARRICADES	Quantity	Drop Off Location (Please Print Legibly)	Contact Person Cell Phone	Drop Off Date/Time	Pick Up Date/Time
	34		Deryck Gruber 269-449-7611	6-3-17 6-3-17 6:00 <u>AM</u> PM	6-4-17 6-4-17 AM PM

Please note: Barricades that are damaged or not returned to the Public Works Department will be charged \$25.00 per barricade.

Borrower's Signature: D. Gruber South Haven Festival of Cars

Authorized by: _____