

City Council

Special Meeting Agenda

Monday, August 26, 2013
7:00 p.m., Conference Room B



1. Call to Order
2. Roll Call
3. City Council will be asked to consider the following regarding the Phoenix Street Improvements:
 - A. Hold public hearing on Phoenix Street proposed grant amendment.
 - B. Approve Resolution 2013-51 a resolution authorizing the execution of Grant Amendment No. 1.
 - C. Approve a construction contract with Milbocker and Sons in the amount of \$2,875,101.80.
 - D. Approve a professional services proposal from Cornelisse Design Associates for Landscape Architecture services in the amount of \$39,500.
 - E. Approve a professional services proposal from Abonmarche for engineering support services in the amount of \$40,000.
 - F. Approve a professional services proposal from Midwest Civil Engineers for construction staking services in the amount of \$33,042.
 - G. Approve a professional services proposal from NTH Consultants for materials testing services in the amount of \$37,141.
 - H. Approve a professional services proposal from Abonmarche for payroll enforcement services in the amount of \$33,300.
 - I. Approve Resolution 2013-52, a resolution authorizing the issuance of 2013 downtown development bonds, in the amount of \$2,950,000, for the construction of improvements to Phoenix Street.
4. Interested Citizens in the Audience Will be Heard on Items Not on the Agenda
(You will be given up to 5 minutes to address your concerns.)
5. City Manager's Comments
6. Mayor and Councilperson's Comments
7. Adjourn

RESPECTFULLY SUBMITTED,

A handwritten signature in black ink, appearing to read "B. Dissette", is written over a light blue horizontal line.

Brian Dissette, City Manager



Agenda Item 3

Phoenix Street Reconstruction Project: Contract & Bond Approvals

Background Information:

The City Council will be asked to consider awarding contracts and authorizing bonds related to the reconstruction of Phoenix Street, between Broadway and Williams.

The City of South Haven has received a conditional commitment from the Michigan Economic Development Corporation (MEDC) Downtown Improvement Grant program, to provide grant funding to assist with the reconstruction of Phoenix Street. Once constructed, the street will feature new driving lanes, updated infrastructure, upgraded water services, bicycle racks, pedestrian walkways, and a variety of streetscape improvements. The project costs will be funded through contributions from the Downtown Development Authority (DDA), using downtown development bonds, and a \$750,000 MEDC grant.

The DDA has approved a resolution which formally requests the City of South Haven to issue downtown development bonds. In so doing, the DDA has pledged its tax increment revenues as security for the bonds. The DDA has agreed that the bonds should be issued in the amount of \$2,950,000, and has budgeted an annual amount that is committed to fund the bond debt service.

The low bid received for the project came from Milbocker & Sons Inc., with a bid of \$2,875,101.80. The total project cost, which includes professional services, construction services, and project contingencies, is \$3,463,825. Milbocker & Sons Inc. has completed several projects for the City of South Haven. Two recent projects constructed by the company are the improvements on Black River Street and the improvements on Williams Street.

Should the City Council wish to proceed with authorizing the project, the Council will need to consider award of the professional services contract and award of the construction bid.

Recommendation:

The City Council should consider a motion to approve the following actions related to the Phoenix Street Reconstruction Project:

- 1) Conduct a public hearing to receive comments on a proposed grant amendment.
- 2) Approve Resolution 2013-51, a resolution authorizing execution of Grant Amendment No. 1.
- 3) Approve a construction contract with Milbocker and Sons in the amount of \$2,875,101.80.

- 4) Approve a professional services proposal from Cornelisse Design Associates for Landscape Architecture services in the amount of \$39,500.
- 5) Approve a professional services proposal from Abonmarche for engineering support services in the amount of \$40,000.
- 6) Approve a professional services proposal from Midwest Civil Engineers for construction staking services in the amount of \$33,042.
- 7) Approve a professional services proposal from NTH Consultants for materials testing services in the amount of \$37,141.
- 8) Approve a professional services proposal from Abonmarche for payroll enforcement services in the amount of \$33,300.
- 9) Approve Resolution 2013-52, a resolution authorizing the issuance of 2013 downtown development bonds, in the amount of \$2,950,000 for the construction of improvements to Phoenix Street.

Support Material:

Staff Report; Phoenix Street Reconstruction Project

Memorandum

August 21, 2013

To: Brian Dissette, City Manager

CC: City Council

From: Steve Oosting, Sr. Civil Engineer

Re: Phoenix Street Improvements Project

I am pleased to report that the Phoenix Street Improvements project is now ready for construction to begin. The following memorandum describes the overall project scope, schedule, cost, and necessary authorizations for the City Council to consider.

Scope of Work

The project will be a complete road reconstruction and a partial utility reconstruction extending from Kalamazoo Street to Broadway Avenue. The completed project will include all new concrete pavement in the street, except for the welcome island crosswalk and surrounding pavement which is to remain. The project will also include all new sidewalk, including some decorative enhancements in select locations. The project will include all new watermain and water services under the street and sidewalks. The project will include new storm sewer where needed (some of the existing storm sewer in the area between the welcome island and Broadway Avenue is in suitable condition to remain). The project will include a new traffic signal at the intersection of Phoenix and Center Streets. The project will include new street lighting from the welcome island to Broadway, while the existing lighting west of the welcome island will remain. The project will result in a net loss of 3 parking spaces in order to provide some enhanced sidewalk areas which allow for outdoor seating. The project will result in no net loss of trees. Certain trees will need to be removed or relocated, and replaced with new tree plantings. Most of the existing curbside honey locust trees are scheduled to remain. The project also includes some improvements in the front yard and west side yard of city hall, including two rain gardens and a plaza area with space for a tourist oriented sign display.

Project Schedule

The work is segmented into two phases in order minimize the access disruption to businesses. The first phase will begin at Broadway Avenue and extend to the welcome island. This area is scheduled to begin September 4. The second phase will extend from the welcome island to Kalamazoo street. This area is scheduled to begin November 1. Completion of the first phase is scheduled for December 1. Completion of the entire project is scheduled for May 15. The construction contract also includes an incentive of \$2,500 per day as additional compensation if the contractor is able to achieve early completion. Whether or not this will actually happen is unknown and will not be determined until spring, because much the progress will be affected by winter weather conditions.

Project Cost

The total project cost is estimated \$3,463,825. This amount includes a 10% contingency for unanticipated costs. It also includes a number of professional services contracts as well as the construction contract. The breakdown of costs are presented in the attached detailed project budget dated August 14, 2013. The grant agreement provides for reimbursement from the Michigan Economic Development Corporation (MEDC) in the amount of \$750,000

Authorizations

If the City Council desires to proceed with the project as described above, the following authorizations will be needed at the August 26th meeting:

- 1) Approve a grant amendment (after conducting a public hearing to received comments)
- 2) Approve the construction contract
- 3) Approve the professional services proposals from various consultants

Further description of each of these necessary steps is provided below:

- 1) Approve a grant amendment (after conducting a public hearing):

The original grant agreement was based on a preliminary project scope and cost estimate which were developed in December of 2012 at the time of making initial application for the grant. At that time, the scope was defined in broad terms, with a number of design elements and construction details yet to be determined. After the grant was awarded and the engineering process was authorized to begin, those design details began to take shape. Upon completion of the design engineering process, the construction plans were published for bidding and the total project cost was determined to be substantially higher than originally projected.

A summary of the most significant reasons for the cost increase was prepared and submitted to the MEDC. The MEDC has determined that these changes require an amendment to the original grant agreement and a public hearing to receive comments on these changes. These changes include added street lighting, masonry seat walls and fencing, fire suppression stubs, additional sidewalk replacement, additional decorative sidewalk materials, permeable pavers, contaminated soil disposal, an early completion incentive, as well as engineering/administrative expenses. A description of each of these changes is included in the attached grant amendment.

The public hearing has been advertised in the South Haven Tribune as required. In order to proceed as planned, the public hearing must be conducted prior to awarding the construction contract. After the public hearing has been completed, the City Council may approve the grant amendment. The attached authorizing resolution has been prepared for this purpose.

- 2) Approve the construction contract:

All construction work for this project is to be completed under a single contract. The general contractor is required to complete all work and is responsible to hire and schedule the work of any and all subcontractors which they may choose. This is typical for city road and water / sewer projects, but a slight deviation for the city's past practice with lighting projects. In the past, lighting and electrical work has been contracted for separately. This combination of lighting and road work together on a single project, but with separate contractors, created some unnecessary problems which ultimately contributed to some added expense on the Williams Street project two years ago. We believe that the single contract method for this Phoenix Street project will result in lower risk for the City and increased potential for early completion of the project as a whole.

A competitive bid process for the construction contract was completed on August 8, 2013, with the successful bidder being Milbocker and Sons Inc, who submitted a bid in the amount of \$2,875,101.80. This is the same contractor that completed the majority of the Williams Street project (everything except the lighting and electrical). Further details regarding the bid process are provided in the attached recommendation for award.

3) Approve the professional services proposals from various consultants

This project has been planned, engineered, and is ready to be implemented with engineering staff being responsible for the project. Engineering staff has relied upon a variety of consultants for assistance with certain portions of the design and administrative work. A complete listing of consultant services used for the project is included in the attached project budget. Five of these professional services agreements, as described below, require approval from the City Council at this time:

3a) Landscape Architecture Services: by Cornelisse Design Associates at \$39,500:

The services provided under this contract include design of all streetscape elements including planter curbs, seat walls, fencing, decorative sidewalk, and placement of all benches, trash receptacles, bike racks, as well as rain garden design, landscape planting plans and tree planting selection. This contract was originally authorized at a lesser dollar amount and the project plans have already been prepared according to this contract. The contract also includes services to be completed during construction. Due to the extent of services requested by staff being more than originally anticipated, the attached proposal from Cornelisse Design Associates dated August 8, 2013, provides for a reauthorization at a total dollar amount which reflects the true cost of completing the project.

3b) Engineering Support Services: by Abonmarche at \$40,000:

The services provided under this contract include site grading plans and general civil engineering and drafting tasks which are serving to supplement the work of city engineering staff. These services were not originally anticipated as engineering staff would typically perform all of these tasks. These services were originally authorized by staff at a lesser dollar amount necessary to avoid delays in project bidding. Further work remains to be completed during construction. The attached proposal from Abonmarche dated July 23, 2013, provides for the required services to ensure the civil engineering components of the project can be completed.

3c) Construction Staking Services: by Midwest Civil Engineers at \$33,042:

The services provided under this contract include surveying work to install stakes for the contractor to use throughout the project. The stakes serve as necessary reference points for the contractor to use in making all measurements as they construct the project. These services also include taking measurements on the completed construction work to ensure proper drainage and ADA compliance on sidewalks. Finally, these services also include legal restoration of two land survey corners within the street which will be disturbed with the project. The attached proposal from Midwest Civil Engineers dated August 2, 2013, provides for these required services.

3d) Materials Testing Services: by NTH Consultants at \$37,141:

The services provided under this contract include testing the sand backfill in the utility trenches, the sand subbase and gravel base layers below the street, and the concrete used for pavement, curbs, driveways, and sidewalks. The purpose of this testing is to ensure that the Contractor has completed these items of work according to the contract specifications. This testing work is standard practice for all city road construction projects, will be done in accordance with MDOT standards, and is essential to ensure the new roadway will be constructed in sound condition. The attached proposal from NTH Consultants dated August 8, 2013, provides for these required services.

3e) Payroll Enforcement Services: by Abonmarche at \$33,300:

As with all state or federally funded construction projects, the contractor is required to pay each of their employees no less than certain minimum hourly wage rates. The wage rates vary depending on the type of work being done. The grant agreement requires that the City, as a condition of receiving the grant funds, must review each weekly payroll from each company working on the project to ensure that each employee is receiving the correct rate of pay for each type of work they perform. This payroll enforcement process can be very time consuming element of the project administration.

In order to ensure that city staff members remain available for their primary responsibilities of overseeing the actual construction work and communicating with the public, it is recommended that the payroll enforcement responsibilities be handled by a consultant. The attached proposal from Abonmarche dated August 2, 2013, provides for the necessary payroll enforcement services.

SUMMARY

With the Phoenix Street Improvements project now ready to begin construction, the City Council may authorize the project to proceed by taking the following steps:

- 1) Conduct a public hearing to receive comments on a proposed grant amendment
- 2) Adopt a resolution authorizing execution of Grant Amendment No. 1
- 3) Approve a construction contract with Milbocker and Sons in the amount of \$2,875,101.80
- 4) Approve a professional services proposal from Cornelisse Design Associates for Landscape Architecture services in the amount of \$39,500
- 5) Approve a professional services proposal from Abonmarche for engineering support services in the amount of \$40,000
- 6) Approve a professional services proposal from Midwest Civil Engineers for construction staking services in the amount of \$33,042
- 7) Approve a professional services proposal from NTH Consultants for materials testing services in the amount of \$37,141
- 8) Approve a professional services proposal from Abonmarche for payroll enforcement services in the amount of \$33,300

List of Attachments

- Attachment 1: Original Grant Agreement
- Attachment 2: Grant Amendment
- Attachment 3: Detailed Project Budget
- Attachment 4: Authorizing Resolution (for grant amendment approval)
- Attachment 5: Recommendation for Award (construction contract)
- Attachment 6: Proposal from Cornelisse Design Associates for landscape architecture services
- Attachment 7: Proposal from Abonmarche for engineering support services
- Attachment 8: Proposal from Midwest Civil Engineers for construction staking services
- Attachment 9: Proposal from NTH Consultants for materials testing services
- Attachment 10: Proposal from Abonmarche for payroll enforcement services

GRANT NO. MSC 212010-DIG

STATE OF MICHIGAN

COMMUNITY DEVELOPMENT GRANT AGREEMENT

BETWEEN THE

MICHIGAN STRATEGIC FUND

AND THE

CITY OF SOUTH HAVEN

STATE OF MICHIGAN

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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I. GRANT OFFER FOR MICHIGAN CDBG NO. MSC 212010-DIG

The Fund Manager of the Michigan Strategic Fund (the "Grantor"), acting pursuant to Resolution 2013-068 of the Michigan Strategic Fund Board, hereby offers to the City of South Haven (the "Grantee"), grant assistance subject to the Grant Agreement.

The maximum amount of grant assistance hereby offered is \$750,000 (the "Grant"), but in no event shall the amount of the grant assistance exceed more than thirty-one percent (31%) of the total actual project cost financed with the Grant and local matching funds. If the actual cost is less than shown in the Total Authorized Budget (See Section II(A)(1)), the amount of the Grant shall be reduced on a proportional basis. The Grantee shall be responsible for any cost overruns.

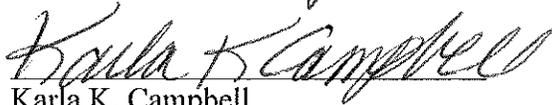
The term of work performance shall be fourteen (14) months from April 1, 2013 through May 31, 2014 (the "Term"), plus additional time to meet reporting or other procedural requirements. The Grant will only be made available for the Grantee's eligible expenses, which occur during the Term in accordance with the Grant Agreement. The Grant is dependent upon the Grantor's continued receipt of Community Development Block Grant funds and the availability of adequate funds.

If the Grantee will not start construction by October 1, 2013 (the "Commencement Period"), then the Grantee must seek and receive in writing an extension of the Commencement Period from the Grant Administrator prior to the expiration of the Commencement Period, otherwise this Grant Agreement shall terminate and no longer be in effect. In the event this Grant Agreement is terminated as set forth herein, the Grantee must request that the Grant be reapproved by the MSF Board before it may be reinstated.

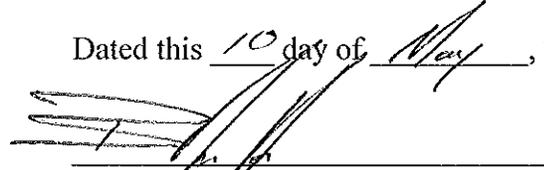
This Grant Offer does not commit the Grantor to approve requests for additional funds during or beyond this grant.

The foregoing Grant Offer is hereby accepted and it is agreed that the funds made available will be used only as set forth herein and in the attached Special and General Terms and Conditions. The signatories below warrant that they are empowered to enter into this Agreement.

Dated this 30th day of April, 2013


Karla K. Campbell
Fund Manager
Michigan Strategic Fund

Dated this 10 day of May, 2013


Brian Dissette
Manager
City of South Haven

II. SPECIAL TERMS AND CONDITIONS

For Michigan CDBG under Title I of
the Housing and Community Development Act
of 1974, as amended.
CFDA #: 14.228

EFFECTIVE DATE: April 1, 2013

GRANT NO.: MSC 212010-DIG

TITLE: Phoenix Street Improvement Project

GRANTEE / ADDRESS: City of South Haven
539 Phoenix Street
South Haven, Michigan 49090

GRANT ADMINISTRATOR /
ADDRESS: Grant Administrator
300 North Washington Square
Fourth Floor
Lansing, Michigan 48913
Phone: (517) 241-0060

A. TOTAL AUTHORIZED BUDGET

1. Sources of funds for the project under this Grant Agreement consist of:

State Cash Contributions	\$ 750,000
Local Cash Contributions	\$1,684,454
TOTAL	\$2,434,454

2. Application of funds to the project supported under this Grant Agreement consists of:

PLEASE REFER TO ATTACHMENT A FOR THE AUTHORIZED BUDGET FOR THIS PROJECT.

B. SCOPE OF WORK

The Scope of Work of the Grantee under this grant shall be to undertake and complete the following activities, as further detailed in the Grantee's Part 1 Application received December 18, 2012, as amended, and Part 2 Application received April 1, 2013, subject to the limitations set forth in the Grant Agreement and applicable federal and state laws, rules and regulations:

1. Prior to the commitment of any project funds, incurring any project costs, and Grantor disbursement of the Grant, the Grantee shall provide for approval by the Grant Administrator a copy of the complete Environmental Review Record (including the Environmental Assessment), and secure written approval by the Grant Administrator for the Request for Release of Funds and Certification. The Request for Release of Funds and Certification represents local completion of the environmental review procedures and requirements as set forth in 24 CFR Part 58, "Environmental Review Procedures for Title I Community Development Block Grant Program," issued by the U.S. Department

of Housing and Urban Development. Project costs include costs to be paid by the Grant and other local, public and private funds.

2. If the Grantee will be engaging the consultant, supplier, or contractor then the Grantee shall comply with the procurement process required by 24 CFR Part 85. Among other things, this regulation applies to all CDBG funded engineering, administrative, and consultant contracts as well as all CDBG funded construction contracts.
 - a. For supplies and service contracts such as engineering, administrative and consulting less than or equal to \$100,000, the Small Purchase Procedures as provided in 24 CFR Part 85 may be used. In accord with this regulation and prior to Grantor disbursement of the Grant, the Grantee shall provide for approval by the Grant Administrator documentation that price or rate quotations were obtained from an adequate number of qualified sources and a copy of the executed contract.
 - b. For supplies and service contracts such as engineering, administrative and consulting greater than \$100,000, Grantee must use competitive negotiation through a Request for Proposal (RFP) or Request for Qualifications (RFQ) process as provided in 24 CFR Part 85. In accord with this regulation and prior to Grantor disbursement of the Grant, the Grantee shall provide for approval by the Grant Administrator a copy of the locally published RFP / RFQ, a list of respondents to the RFP / RFQ, Grantee's evaluation and recommendation for the award of the contract(s), and the executed contract(s).
 - c. For construction related contracts, Grantee must use the procurement by Sealed Bids Process as provided in 24 CFR Part 85. In accord with this regulation and prior to Grantor disbursement of the Grant, the Grantee shall provide for approval by the Grant Administrator a copy of the locally published advertisement for bids and the bid tabulation.
3. If the Grantee will not be engaging the consultant, supplier, or contractor, then the procurement process required by 24 CFR Part 85 shall not apply.
4. If the project involves construction activities using the Grant, the Grantee shall provide for approval by the Grant Administrator a copy of all bidding documents or other evidence of compliance with federal labor standards for all construction activities financed in whole or in part with the Grant. Such approval must be secured prior to Grantor disbursement of the Grant for relevant construction activities.
5. If the project involves both Grant and Non-Grant funded construction activities on private property, the Grantee shall provide for approval by the Grant Administrator a copy of all bidding or contract documents showing evidence of compliance with federal labor standards for all construction activities financed with the Grant and any other matching funds on said private property. Such approval must be secured prior to Grantor disbursement of the Grant.
6. If the project involves the installation of machinery and equipment and the installation cost is greater than 13% of the total cost of the machinery and equipment, the Grantee shall provide for approval by the Grant Administrator a copy of all bidding documents or

other evidence of compliance with federal labor standards for all installation activities financed in whole or in part with CDBG funds. Such approval must be secured prior to Grantor disbursement of the Grant.

7. If the project involves acquisition, including donations, of real estate, permanent easements and/or right-of-ways, or the relocation of persons, families or farms, the Grantee shall provide for approval by the Grant Administrator documentation of compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970. Such approval must be secured prior to Grantor disbursement of the Grant.
8. If the project involves the demolition or conversion of an occupied dwelling unit or a vacant occupiable dwelling unit, the Grantee shall provide for approval by the Grant Administrator documentation of compliance with Section 104(d) of the Housing and Community Development Act of 1974. Such approval must be secured prior to Grantor disbursement of the Grant.
9. If the Project involves improving and/or acquiring real property in whole or in part using Grant funds in excess of \$100,000, the Grantee shall provide for approval by the Grant Administrator a Real Property Management Report (RPMR) prior to Grantor disbursement of the Grant, annually, at close out, and when the property is no longer needed for its original purpose.

If the real property acquired and/or improved with the Grant is no longer needed for its original purpose at any time during the project and up to five years from close out, the Grantee shall request disposition instructions from the Grantor prior to disposing of the real property acquired or improved in whole or in part with the Grant. Depending on the disposition request, the Grantee may be required to return a portion of the Grant to the Grantor.

10. If the Project involves acquiring personal property in whole or in part using Grant funds in excess of \$100,000, the Grantee shall provide for approval by the Grant Administrator a Personal Property Management Report (PPMR) prior to disbursement of the Grant, annually, at close out, and when the property is no longer needed for its original purpose.

If the personal property acquired with the Grant is no longer needed for its original purpose at any time during the project and after project close out, the Grantee shall request disposition instructions from the Grantor prior to disposing of the personal property acquired in whole or in part with the Grant. Depending on the current per unit fair market value of the personal property, the Grantee may be required to return a portion of the Grant to the Grantor.

11. Grantee is responsible for ensuring that all contractors working on the project are CDBG eligible and properly licensed, bonded, and insured.
12. The Grant must be requested on a reimbursement basis or when there is an immediate cash need for the funds.
13. The Grantee shall expend up to \$750,000 of the Grant for the project activities as further described in Attachment B.

14. The Grantor may, in its sole discretion, after discussion with representatives of the Grantee, modify or reduce the total amount of grant assistance offered under this Agreement or terminate this Agreement and demand full repayment of disbursed grant proceeds if the Grantee violates, fails, or refuses to comply with any term, condition, or provision of this Agreement.
15. The Grantee shall provide Program Progress Reports beginning October 15, 2013, and every six (6) months thereafter.
16. The Grantee shall provide a final Payment Request within 60 days of the expiration of the Term. Payment Requests received after this time will not be processed.
17. The Grantee shall provide a final Program Progress Report and all other required close out documents specified by the MSF within 120 days of the expiration of the Term.
18. The Grantee shall provide documentation that at least one public hearing was held after grant award and prior to formal grant closeout. Such documentation shall be provided prior to formal grant closeout.
19. During each of the Grantee's fiscal years in which a disbursement of the Grant is made under this Agreement, the Grantee shall file an Audit Report. This Audit Report must be prepared by an independent auditor, and be in compliance with the requirements of OMB Circular A-133, or as required by the Grant Administrator. This Audit Report shall be filed with the Grant Administrator within 30 days after completion of the audit, but not later than nine months after the close of the Grantee's fiscal year.
20. Whenever possible, auditees shall make positive efforts to utilize small businesses, minority-owned firms, and women's business enterprises, in procuring audit services as stated in the A-102 Common Rule, OMB Circular A-110, or the FAR (48 CFR part 42), as applicable.

III. GENERAL TERMS AND CONDITIONS

1. Applicability to Sub Recipients and Contractors: Where performance of the grant project is carried out by any sub recipient or contractor of the Grantee, the provisions of the Grant Agreement shall be made binding on such sub recipient or contractor by the Grantee. This shall be accomplished by a written agreement or contract between the Grantee and sub recipient or contractor. Where the term "Grantee" appears in this Grant Agreement it shall be read to include any sub recipient or contractor of the Grantee.

The ultimate legal responsibility for insuring compliance with requirements of the Grant Agreement is that of the Grantee designated in the Grant Offer.

2. Compliance by the Grantee: The Grantee shall comply with all applicable provisions of the "Statement of Assurances" as included in the Application.
3. Maintenance of Records: The Grantee shall maintain records which will allow assessment of the extent of Grantee performance of the Scope of Work and which allow for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over, and accountability for, all funds received. Accounting records must be supported by source documentation such as time sheets and invoices.
4. Retention of Records: The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records until notified by the MSF.
5. Amendments. The Grantee must obtain prior written approval of the Grant Administrator for grant amendments as follows:
 - a. changes of substance in the Scope of Work including new activities or alterations of existing approved activities;
 - b. extensions to the term of work performance for completion of project activities;
 - c. for Grants of less than \$100,000, cumulative changes among approved CDBG funded budget items which exceed \$5,000 or five (5) percent of the Grant, whichever is the lesser amount; and
 - d. for Grants of \$100,000 or more, cumulative changes among approved CDBG funded budget items which exceed \$10,000 or five (5) percent of the Grant, whichever is the lesser amount.

The amendment request must be submitted by an authorized local official of the Grantee.

6. Suspension of Grant: When the Grantee has failed to comply with the grant award stipulations, standards, or conditions, the Grantor may, on reasonable notice to the Grantee, suspend the grant and withhold further payments, or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee

or a decision to terminate in accordance with these Terms and Conditions. The Grantor will allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet the provisions of OMB Circular A-87.

7. Termination for Cause: The Grantor may terminate this grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of the grant. The Grantor will promptly notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date. Payments made to recipients, or recoveries by the Grantor, will be in accordance with the legal rights and liabilities of the parties.
8. Termination for Convenience: The Grantor or the Grantee may terminate this grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of the Grant. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligation for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Grantor will allow full credit to the Grantee for the Grantor's share of the noncancelable obligations that were properly incurred by the Grantee prior to termination.
9. The Grantee and political subdivisions, agencies, and instrumentalities thereof, when engaged in letting contracts or procuring products or services which involved funds obtained from the Grantor shall ensure that bid specifications, project agreements, other controlling documents, and any other local requirements do not:
 - a. require bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations on the same or related projects;
 - b. discriminate against bidders, offerors, contractors or subcontractors for refusing to become or remain signatories or otherwise adhere to agreements with one or more labor organizations on the same or related construction projects; or
 - c. require any bidder, offeror, contractor, or subcontractor to enter into, adhere to or enforce any agreement that requires its employees as a condition of employment to:
 - i. become members of or become affiliated with a labor organization; or
 - ii. pay dues or fees to a labor organization, over an employee's objection, in excess of the employee's share of labor organization costs relating to collective bargaining, contract administration or grievance adjustment.

PROJECT BUDGET
MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

1. Applicant: City of South Haven (MSC 212010-DIG)		2. Project Title: Phoenix Street Improvement Project			
3. Project Cost Elements		4. Project Funding Sources (Identify all other funding sources)			
Activities	CDBG	Local			TOTAL
Engineering	\$0	\$90,615			\$90,615
Construction	\$750,000	\$1,184,866			\$1,934,866
Contingency	\$0	\$386,973			\$386,973
Administration	\$0	\$22,000			\$22,000
TOTAL	\$750,000	\$1,684,454			\$2,434,454

Describe the overall proposed project. Include all work activities, including but not limited to, infrastructure improvements and demolition, for which the grant and other matching funds will be used.

The project is a reconstruction of Phoenix Street through the center of South Haven's traditional downtown. The project limits extend from Kalamazoo Street to Broadway Avenue. A primary objective in the new design is to maximize available usable space for pedestrians, and make these pedestrian spaces attractive and inviting for people through the use of decorative sidewalk materials, landscaping, and public art. To further enhance the pedestrian experience, the project includes the necessary accommodations for a public Wi-Fi network offering free wireless internet access for public users in the downtown area.

The project also includes a replacement traffic signal at the intersection of Phoenix and Center Street. The existing signals at this intersection hang from overhead wires. The replacement signal will have all underground wiring and black poles to compliment the decorative street lamp project which was constructed a few years ago. The new signal will also use LED lights to provide improved energy efficiency. It will also include pedestrian crosswalk signals with countdown LED displays to improve pedestrian safety.

The construction activities include demolition and replacement of the existing roadway along with a portion of the existing sidewalk approximately 5 feet wide adjacent to the street (the "furniture zone"), removal and replacement of trees including installation of cast iron tree grates within the furniture zone, new replacement street furniture (benches, trash receptacles, and bike racks), replacing all water, sewer, and storm drainage systems, constructing a new roadway, installing ADA compliant sidewalk curb ramps, and landscaping.

The construction activities related to public Wi-Fi include installation of conduit within the project limits. The Wi-Fi system itself will encompass areas beyond the Phoenix Street project limits, and will therefore be launched separately from this project.

Provide the history of the problems associated with this project and explain how this project will help alleviate those problems.

Phoenix Street has been the main street through downtown even before South Haven officially became a city in 1902. Naturally, many improvements have occurred since that time. Improvements are needed at this time due to problems that have evolved in recent years. The problems involve infrastructure, sidewalks, and street pavement surface.

INFRASTRUCTURE: The replacement and rehabilitation of infrastructure on Phoenix Street is a major factor of the Phoenix Street Improvement project. The City Engineers give the following report concerning watermain, sanitary sewer, and storm sewer:

Watermain: The original watermain was constructed in 1935. Prior to the introduction of modern ductile iron pipe in the late 1960's, the City commonly utilized cast iron pipe with oakum and poured lead joints. Cast iron pipes are typically quite brittle and can break or develop leaks at the joints very easily. During the construction of the Williams/Kalamazoo Street project last winter, multiple water leaks developed due to vibration from construction machinery. If a road

reconstruction project on Phoenix Street would be attempted without replacing watermain, there is a substantial risk of new water leaks developing under the new pavement, which could require digging up the new road within the first year to perform watermain repairs.

Sanitary Sewer: There is no sanitary sewer under Phoenix Street west of the Welcome Island. There is a deep trunk sewer flowing north, passing along the west side of City Hall, then crossing under Quaker Street. The trunk sewer was rehabilitated with a cured-in- place lining system in 2003, therefore no work is planned on the trunk sewer. The only sewer replacement scheduled is approximately 300 feet of 8 inch sanitary sewer under Phoenix between City Hall and Broadway. The existing sewer in this section has been inspected by video camera, which revealed broken pieces of clay sewer pipe and likely, voids under the road. This type and condition of sanitary sewer is very common for older sewers, and has caused many instances of collapsing pavement throughout the city. An occurrence of this instance was experienced on a recent nearby project (Williams Street). During removal of the pavement, it was discovered that the soil under the pavement had washed away into a broken sewer. It is anticipated there may be similar problems under Phoenix Street.

Storm Sewer: The existing storm sewers have yet to be video inspected. It is anticipated that a combination of materials will be found, consisting mostly of clay sewer pipe west of the Welcome Island, and concrete pipe in the section near Broadway. Video inspection will reveal the material and condition of these existing storm sewers. Clay storm sewers will have to be replaced while concrete storm sewers have the potential to be salvaged. For budgeting and scheduling purposes at this time, we are assuming that all storm sewers will have to be replaced, but this will be evaluated in more detail during the engineering process.

SIDEWALKS: Numerous areas of sidewalk along Phoenix street do not meet ADA compliance standards making the area difficult to use for persons with disabilities. Field work completed by City Engineering Staff found sidewalk cross slopes along Phoenix Street of between 6.1% and 25.1%, well outside the established standard of 2%. Broken concrete and crumbling bricks in the intersection crosswalks create hazardous walking surfaces. On many occasions, pedestrians have reported tripping in these locations.

STREET SURFACE: In some areas of Phoenix Street, the surface is deeply rutted pavement. City engineers suspect the cause is due to layers of differing surfaces that have been compiled over the years. It is anticipated that as the street is demolished for infrastructure work, layers of brick, concrete, and asphalt will be discovered. Thus the reason for the uneven, rutted street surface.

The following paragraphs explain how the proposed project will alleviate the aforementioned problems, as well as addresses additional benefits as a result of the project.

The rehabilitation of the infrastructure will assist in avoiding watermain breaks and therefore breaking up the street surface for repair; avoiding risk of future collapse of pavement due to aging sanitary sewer pipes; and enhancing opportunities to property owners to construct upper floor residential units. (This is explained below).

Sidewalk improvements will result in an increased quality of safety for pedestrians allowing them to efficiently and safely traverse throughout this portion of the downtown. This will be accomplished through installation of ADA compliant sidewalk curb ramps; restructuring curbs; reconfiguring parking; eliminating tripping hazards; and creating a high quality, vibrant downtown.

Other improvements will occur as a result of the Phoenix Street Improvement project. One of those improvements will take place during infrastructure repair/rehabilitation. During this stage of improvements, conduit will be placed where needed throughout the project to allow for Wi-Fi service. The City intends to offer free service for internet users while in downtown. Customers at outdoor sidewalk cafes, business owners, and residents living in downtown will have free access to the internet. This amenity lends itself to creating a "Sense of Place" as it encourages people to be outdoors thus enhancing activity in the downtown. Business owners and other entities (Chamber of Commerce, Visitors Bureau) will have the opportunity to promote the free Wi-Fi service in an effort to attract visitors.

Another improvement as a result of the project is the benefit to business owners regarding water flow to their businesses. The new watermain will be a 12-inch diameter main to replace the existing 8-inch main. This larger watermain will provide increased fire flow capacity within the project limits and surrounding areas. Where individual water services are connected to the watermain, the individual service lines will be replaced within the construction limits as well. This provides an opportunity for each business owner to increase the size of their water service if they have a need for the increased water flow at their business. Some building owners have already expressed an interest in doing this to achieve increased water flow in their buildings. This can also be very beneficial to those property owners considering investing in construction of upper floor residential units.

Included in the project is the addition of landscaping elements which include public green space and two rain gardens. Curbs will be bumped out at Phoenix Street intersections, specifically, Kalamazoo/Phoenix, Center /Phoenix, and Broadway /Phoenix to create space for outdoor cafes, public green space, and to reduce the length of pedestrian crosswalks.

At the Kalamazoo/Phoenix intersection, the southeast corner will be extended to accommodate more pedestrian walkway facing Kalamazoo Street. Currently, the sidewalk narrows in this location due to the building's basement access located on the sidewalk. Facing Phoenix Street, the curb will be bumped out to provide additional space for outdoor cafes, benches or bike racks.

As with the Kalamazoo/Phoenix intersection, curb bump-out for outdoor cafes, benches or bike racks is also intended for the main intersection at Phoenix and Center Streets. Dan Burden, Executive Director and co-founder of The Walkable and Livable Communities Institute, visited South Haven in 2008 to survey the community's needs for walkability improvements. Mr. Burden termed the intersection at Center and Phoenix the "Ground Zero" of downtown. He later explained his intent was to emphasize the importance of this intersection and surrounding areas as gathering places for the public. He stressed that gathering places offer economic benefits by encouraging activity - people want to be where the action is!

Another noteworthy item regarding the intersection of Center and Phoenix Streets: underground wiring in this location will replace existing overhead wires which are connected to the traffic signals. The removal of the overhead wires will aid in making this intersection more appealing and consistent with the recently-completed intersection at the west end of Phoenix Street.

Further east at the intersection of Broadway and Phoenix Streets, improvements include narrowing an unnecessarily wide area of street to create new green space, reduce traffic speeds, and create a more comfortable pedestrian space within the public sidewalk. This additional public green space will assist in making this entry into the Central Business District an inviting, aesthetically-pleasing gateway into the downtown.

The project includes green space design in the area directly in front of City Hall. This area is intended to become an 'Orientation Plaza' for downtown. An Urban Rain Garden is proposed on the north side of Phoenix Street which assists in the filtration of storm water runoff. Interpretive signage will explain the process of how a rain garden helps the environment. The rain garden feature will be an "attention-getter" as people enter the downtown from Broadway Street. It will inform the public of the City's efforts to be a "Green City;" Additionally, a second rain garden will be installed in the side lawn (west side) of City Hall. This rain garden is designed to collect stormwater from the City Hall roof.

Describe the specific work activities to be completed with CDBG funds. Include the following:

a. The type of infrastructure (i.e. road, water, sewer, etc.).

Road, water, sanitary sewer, storm sewer, and sidewalk

b. The size and quantities of the infrastructure (e.g. 2000 linear feet of 8" water main or 100 linear feet of roadway, etc.)

Approximate quantities are as follows:

1,000 linear feet of roadway

24,000 square feet of sidewalk

1,480 linear feet of 12" watermain

1,630 linear feet of 12" and larger storm sewer

340 linear feet of 8 "sanitary sewer

Other than the preliminary cost estimates, describe the status of any engineering plans or specifications. If engineering plans or specifications have been completed, please provide copies.

Engineering plans have not yet been prepared.

Describe the local government's overall downtown plan. Describe how this project is consistent with that plan and how the project will have a positive impact on the local government and the downtown. Please indicate whether or not the local government has formally adopted the plan and its most current revision date.

The City of South Haven currently has two formal plans for downtown development: the Downtown Streetscape Master Plan and the Municipal Master Plan. The overall goal of South

Haven's Downtown Streetscape Master Plan is a multifaceted approach to creating a vibrant and attractive downtown that matches the attractiveness of its location on Lake Michigan. Success in this endeavor is measured through preserving green space and historic structures, serving as the cultural heart of the community, continuing infrastructure improvements, and maintaining a mixed-use, mixed income environment.

A major component of the Phoenix Street improvement project is improving, repaving, and updating existing infrastructure in the form of streets, sidewalks, curbs, and parking facilities in the downtown. The expansion and improvement of sidewalks, new landscaping and various traffic calming measures will encourage diverse activity in the downtown district. Additional green space at curb extensions allowing for outdoor cafes and gathering areas; the 'orientation plaza' with a rain garden, shade trees, and public art; and streetscape amenities including benches, bike racks and bike stations, all support the goals of the adopted downtown plans.

The current Downtown Streetscape Master Plan was revised and formally adopted in February 2010. The Municipal Master Plan was recently adopted in November 2011. The Master Plan Committee reviewing process began a few years earlier and has included various town meetings, consultation with representatives of adjoining townships, and Planning Commission meetings attended by members of the City Council. Other measures taken to implement the Downtown Plan include the development of a city-owned vacant lot at the intersection of Huron and Kalamazoo Streets into a parking lot, a restroom facility, and extension of the Kal-Haven Trail, bringing it closer to the downtown. In 2000, the South Haven DDA initiated a façade program. While temporarily suspended in 2007, the DDA is currently seeking funding in order to revive the program.

Does the project contain unique or innovative design elements that impact the sense of place? (examples: rain gardens, permeable pavement, bike lanes, transit stops, green space)

The City intends to incorporate elements that are unique in design and will impact the "Sense of Place" in the downtown. The elements include two Urban Rain Gardens, additional green space, and public art.

Green space created adjacent to Phoenix Street will provide an area for shade trees, benches, and a water fountain. The focus in this area will be an Urban Rain Garden which will filter the storm water runoff. Interpretive signage will explain the purpose of a rain garden. This entire area will be referred to as an 'Orientation Plaza' as the public enters the downtown from Boardway Avenue.

Included in the Phoenix Street Improvement Plan is a second rain garden on the west side of City Hall. This rain garden will serve to filter stormwater from the City Hall roof.

The project includes three locations with large expansions of the sidewalk. These sidewalk expansions will cover area that is currently used for parking. These areas will be converted from vehicle oriented spaces to pedestrian oriented spaces. These newly expanded pedestrian areas will offer a flexible space for South Haven to enhance the overall pedestrian experiences. These spaces may include landscaping, street furniture, public art, sidewalk cafes, and/or public seating

with access to the public wireless internet, and more. The specific arrangement of these elements within each of these spaces may change over time to suit the needs of various users.

The South Haven Center for the Arts (SHCA) has had a vision of a sculpture project for the downtown for several years. Their vision is to commission local artists to create sculptures to be placed throughout the downtown. Recently, SHCA Board members and City Staff have discussed a cooperative sculpture project. The DDA has agreed to provide the concrete base for the sculptures. As the Phoenix Street project progresses, the locations for the sculptures will become part of the streetscape improvements. This cooperative project will provide art awareness and help to create a "Sense of Place" atmosphere.

Describe in detail the maintenance plan, including funding, for these activities after the project is completed.

The City of South Haven Department of Public Works (DPW) is responsible for the public utility systems and roadways in the City and surrounding townships. Within the DPW, the Street Department is dedicated to the maintenance of the major and minor road systems within South Haven. These activities include snow plowing, pothole filling, pavement marking, installing or replacing traffic signs, street sweeping, sidewalk repairs, and leaf pickup. The crew consists of seven full-time employees and a variable number of part-time employees working under the direction of the Public Works Department Operations Manager. The South Haven DDA is also committed to city street infrastructure improvements as part of the a City Council directive. The DDA budget includes street repair/maintenance which is part of their annual budget. The DDA also has a line item "Hazardous Elimination" whereby funds are allocated annually to address tripping hazards in downtown.

The DDA also budgets annually for a landscaper dedicated to the maintenance of the flower islands in the downtown. This position oversees purchase of plants and flowers, maintenance, and watering, and other various duties to keep the downtown looking attractive.

The City realizes the importance of keeping the downtown clear of snow for pedestrians. The DDA funds the downtown street snowplowing and sidewalk clearing on an annual basis.

Is the project located in a Downtown Development Authority (DDA), or Principal Shopping District (PSD)/Business Improvement District (BID)/Business Improvement Zone (BIZ) or other similar entity?

The project is located in the Downtown Development Authority District. Within the District, is the Central Business District (CBD). The CBD is comprised of approximately seven city blocks, consisting primarily of two and three story buildings with commercial, residential or mixed-use properties. The intended use of the CBD building frontage is retail activities and services, promoting convenient pedestrian mobility and sustaining retail development through maintaining a continuous retail frontage and prohibiting uses that would disrupt such continuity. South Haven's downtown was constructed around the turn of the twentieth century and first zoned as such in 1945 with the historic downtown as a driving element in the downtown development.

Describe all temporary or permanent relocation of businesses, non-profit organizations, homeowners, or tenants needed in order to complete the project. Include the address, names of anticipated displaced parties, type of displacement (residential or business) and whether the parties are owners and/or tenants.

None

Describe the status of the environmental review. Include the following:

<i>Has the CDBG Environmental Review started?</i>	Yes
<i>Will the proposed project impact wetlands?</i>	No
<i>Will the proposed project be located in a 100-year floodplain?</i>	No
<i>Will the proposed project impact historic properties (facilities 50 years or older)?</i>	Yes
<i>What is the anticipated completion date?</i>	March 1, 2013

The City of South Haven recognizes the importance of this process and is committed to completing all necessary steps prior to incurring project costs.

List and describe the status of any local, state and federal permits required for implementation of the proposed project.

MDEQ permit for water supply systems will be applied for after engineering plans have been completed.

MDEQ permit for sanitary sewer construction will be applied for after engineering plans have been completed.

Van Buren County soil erosion permit will be applied for after engineering plans have been completed.

In the below space, provide a project timeline that includes the anticipated start and completion dates for the following activities at this property location (attachments are not acceptable).

<i>Activities</i>	<i>Start date</i>	<i>End date</i>
Engineering and/or design	March 1, 2013	July 15, 2013
Bidding, if applicable	July 15, 2013	August 8, 2013
CDBG funded construction	October 1, 2013	May 15, 2014
Match funded construction	October 1, 2013	May 15, 2014

Identify the sources of the matching funds necessary to complete the project. Provide documentation of the availability and commitment for all matching funds, both local and other matching funds.

If awarded \$750,000, the City of South Haven will provide the funds for the balance of the total project cost estimated to be \$2,400,000. The balance of the project would be financed by the issuance of bonds. Funded by the DDA, the annual debt service would be approximately \$135,000 payable over a 15-year period at an average interest rate of 2.3%.

On 12/3/12, City Council and the DDA Board held a joint meeting to review this project funding plans. At this meeting, both entities approved the attached resolutions committing their support to the financing plans.

Explain why the downtown infrastructure improvements are necessary and how the project will benefit the entire UGLG, which is comprised of at least 51% low and moderate income persons (include the UGLG's low/mod percentage).

This project meets the national objective of activities benefitting low and moderate income persons as an area benefit activity, that is, "an activity, the benefits of which are available to all the residents in a particular area, where at least 51 percent of the residents are low and moderate income persons" (a.1.i). The City of South Haven has been identified as meeting HUD's definition of a low and moderate income community through a local survey, the results of which were published in October 2010 through the Michigan CDBG Program and substantiate that 57.8% of the city's population is listed as low and moderate income persons.

The downtown services the entire population of South Haven and access to the downtown is vital for the economic success of all residents. Increased accessibility to the downtown not only makes the goods and services offered more obtainable for South Haven's residents, but also their ability to access jobs and economic opportunities is augmented.

Updating the infrastructure of Phoenix Street has the potential to have a huge impact on residents of the community and is especially essential for those who do not have motorized transportation, as it will be more feasible for them to reach economic opportunities in the downtown.

The entire community will benefit from the upgraded infrastructure within the downtown. All the proposed work in this project is intended for public use and to make area resources more accessible to the public. By improving the main thoroughfare in the downtown, accessibility to the district is improved, which provides more opportunities for people to utilize the shops and restaurants, stimulating the local economy. The increased accessibility to Phoenix Street will bring economic opportunity for the businesses which are located there. The retail and service jobs in the city employ residents of the community, the majority of which are low and moderate income persons. Beautifying this sector of the CBD and increasing its accessibility allows for and encourages more people to invest their time and money there. As demand for services on Phoenix Street increases, businesses there will extend their hours, creating more economic opportunity and stability for the low and moderate income persons employed there and in turn spurring future development.

Although the DIG Program projects are expected to meet the national objective of providing a benefit to a population of individuals of whom at least 51% reside in low to moderate income households, would your project have another economic impact on the community, such as job creation?

Updating and improving the infrastructure on Phoenix Street is consistent with the DDA's goal to encourage a strong, healthy economy. This project fosters sustainability and development within the district and in turn the entire South Haven community. By making the street, sidewalks, and crosswalks more user friendly, it will draw tourists to that sector of the CBD, increasing economic opportunity for the local residents who work in the downtown. Making this street more accessible and easier to use will bring more people to its shops and restaurants. This increased activity has the potential to allow for longer business hours to accommodate the increased demand for services, which in turn will result in more work opportunities for local

residents who are employed there, ultimately fostering economic growth and stability. Physical activity is positively associated with pleasing environments. The research literature shows strong support on what the public finds attractive and what motivates them to get outside and move. Quality buildings, streets and landscaping - trees, shrubs, flowers, plantings - make a downtown a more appealing place to be active. Plants provide interest; trees provide critical shade; attractive and well-maintained streetscapes and public art create places that inspire people to be physically active (Brownson et. al., 2001). These elements are all included in the proposed 'Orientation Plaza' which intends to attract more people downtown and grow the local economy.

A primary objective in the new streetscape design is to maximize available usable space for pedestrians. It is important to create attractive, inviting pedestrian spaces through the use of decorative sidewalk materials, landscaping, and public art. The "furniture zone" - a portion of the existing sidewalk approximately 5 feet wide adjacent to the street - will invite the public to sit, visit, gather, and stroll. People are drawn to activity and this results in economic growth for the downtown.



August 16, 2013

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

RE: Amendment #1 and Findings of Deficiency – Change in Budget and Project Scope

Dear Mr. Dissette:

I am writing with regard to the Community Development Grant Agreement (“Agreement”), between the Michigan Strategic Fund (“MSF”) and the City of South Haven (“Grantee”) for the Phoenix Street Improvement Project, MSC 212010-DIG.

Per your amendment request to Lisa Green dated July 31, 2013; and Section III(5)(a) of the Agreement, the parties agree to amend the Agreement as follows:

- Delete the first sentence of Paragraph 2 of Section I of the Agreement in its entirety and replace with the following:

The maximum amount of grant assistance hereby offered is \$750,000, but in no event shall the amount of the grant assistance exceed more than thirty-seven (37) percent of the original project scope construction and contingency line item as listed on Amended Attachment A and financed with the Grant and local matching funds.
- Amend the Local Cash Contributions line item in Section II(A)(1) of the Agreement to replace the \$1,684,454 with \$2,294,424.
- Amend the TOTAL Contributions line item in Section II(A)(1) of the Agreement to replace the \$2,434,454 with \$3,044,424.
- Amend Section II(A)(2) to replace Attachment A with Amended Attachment A, revised August 15, 2013, and attached to this letter for reference.
- Amend Attachment B by, immediately following page B-9, adding pages B-10 through B-18, attached to this letter and incorporated by reference.

The Michigan Economic Development Corporation (MEDC) is approving this amendment on behalf of the MSF through delegated authority. All other terms and conditions of the Agreement shall remain unchanged and in full effect.

Mr. Brian Dissette
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August 16, 2013

Finding of Deficiency - Administration

The Grantee expanded the scope of the project without prior written approval from the MEDC. The MEDC anticipates that projects will be completed as originally agreed to in the grant agreement. However, according to Section III (5) of the grant agreement, the Grantee must obtain prior written approval of the Grant Administrator for grant amendments as follows: (a) changes of substance in the Scope of Work including new activities or alterations of existing approved activities.

According to 24 CFR Part 570.486 (a), Each unit of general local government shall meet the following requirements: (6) provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the state and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the unit of general local government's application to the State.

Although not received timely, the Grantee's July 31, 2013 request to add new activities has been approved as noted above in this Amendment. However, the following actions must be taken and documentation provided to the MEDC prior to awarding the construction contract:

- 1) The City must hold a public hearing on the proposed changes to the Grant Agreement. The notice of public hearing must be published once in a local paper at least 5 days prior to the public hearing. Our office will need a copy of the published notice and a brief description of the public hearing.
- 2) The City must adopt written policies and procedures to ensure this does not happen on future CDBG projects. Our office will need a copy of these policies and procedures.

Finding of Deficiency – Acquisition

The Grantee acquired from MIKE C. FIVE, INC. a voluntary Highway Easement, dated July 5, 2013 without sending the proper notification to the seller. Voluntary acquisitions are covered by 49 CFR Part 24.101(b)(1)-(5). In order to be considered a voluntary acquisition, the Agency must provide to the seller written notification of the property's market value and notification that the property will not be acquired if negotiations fail to result in an amicable agreement.

Although the Grantee's file includes a copy of a July 5, 2013 letter to the seller, the letter does not include the notification that the Grantee will not acquire the property if negotiations fail to result in an amicable agreement.

Mr. Brian Dissette

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August 16, 2013

According to Chapter 5-3(H) of HUD's Handbook 1378, In those cases where an agency has entered into a purchase option or contract for an acquisition but has not satisfied all applicable requirements for a voluntary acquisition under 24.101(b)(1)-(5), the Agency must, in writing, provide the seller the opportunity to withdraw from the existing agreement. After the applicable requirements have been satisfied by the Agency and the seller has been so informed in writing, the seller may elect to void or affirm the original agreement in writing. Attached is a sample letter. If the seller voids the original agreement, the Agency can negotiate a new agreement with the seller. The following actions must be taken and documentation provided to the MEDC prior to awarding the construction contract:

- 1) The Void/Affirm letter must be sent from the Grantee to the seller. Notices, letters, and other documents regarding acquisition sent by the Grantee must be sent by certified or registered mail, return receipt requested, or hand delivered with receipt documented.
- 2) The final Highway Easement must be recorded by the County.

Please sign two originals and return by mail both documents with original City signatures to the Michigan Strategic Fund, ATTN: Lisa Green, 300 North Washington Square, Lansing, Michigan 48913. Once the document has been executed with original signatures, one original will be returned to the City. If you have any questions, please contact Ms. Green at (517) 241-0060 or greenl@michigan.org.

Sincerely,



Deborah S. Stuart

Director

Community Development Financial Incentive Packages

AGREED:

Brian Dissette
City Manager
City of South Haven

cc: Steve Oosting
CDBG File

PROJECT BUDGET
MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Michigan Economic Development Corporation		Amended Attachment A		
1. Applicant: City of South Haven (MSC 212010-DIG)		2. Project Title: Phoenix Street Improvement Project		
3. Project Cost Elements		4. Project Funding Sources (identify all other funding sources).		
Activities	CDBG	Local		TOTAL
Original Project Scope Construction & Contingency	\$750,000	\$1,324,359		\$2,074,359
Engineering (original and added)	\$0	\$192,233		\$192,233
Administration (original and added)	\$0	\$43,780		\$43,780
Added Scope (Amend#1) Construction & Contingency	\$0	\$1,153,453		\$1,153,453
TOTALS	\$750,000	\$2,713,825		\$3,463,825

Revised: August 15, 2013

The City of South Haven is hereby requesting to make changes to the Phoenix Street Improvements project.

As requested, the following items are submitted attached with this letter:

- A description of the proposed changes with the estimated cost for each
- A revised total project budget
- A signed form 5-N reaffirming the City's finding of no significant impact on the environment

The additional work has not introduced any delay into the project schedule. The original project schedule identified October 1, 2013 through May 15, 2014 as the timeframe for construction. May 15 is still the project completion date; now with the hope of early completion through the use of a financial incentive. This incentive is one of the project changes described in the attached summary.

The city is now planning to begin work on September 4, 2013, approximately one month earlier than the original schedule. The early start will be limited to a portion of the project area which will be less disruptive to businesses, roughly the eastern 1/3 of the project area. This early start at the east end of the project will allow the western 2/3 of the project area to remain intact for the businesses during the months of September and October. An illustration of these separate areas and associated timeframes can be found on the construction plans, sheets TTI - TT4.

Finally, I acknowledge that the City of South Haven will be responsible for 100% of the cost of this additional work. If these changes are approved by your office, the City Council will be asked to approve a revised grant agreement based on the new total project budget, along with the construction contract award at their meeting of August 19, 2013.

Please feel free to contact me at (269) 637-0750 or our project engineer Steve Oosting at (616) 485-5953 if you have any questions or concerns about this request. Thank you for your time and consideration.



Brian Dissette
City Manager

Change No. 1: Added Street Lighting (scope of work increase)

DESCRIPTION: The original project description did not include any street lighting work. Street lighting is proposed for two reasons.

The first reason is to fill in some dark spots within the existing Phoenix Street “downtown area” (the area west of the welcome island). There are 3 existing dark spots that would benefit from additional lighting. There will be an additional dark spot created when the traffic signal is replaced, because the existing traffic signal contains one “cobra” style street light. that an existing street light must be removed as part of the Phoenix & Center Street traffic signal removal.

The second reason is to more fully embrace the 2010 streetscape master plan which was included in the original project application. The 2010 streetscape master plan also included a map (not submitted with part 1 application). The map shows proposed decorative lighting on Phoenix Street from the welcome island to Broadway. The map is attached with this summary for reference. This project is an opportunity to implement a portion of the lighting system shown on that master plan map.

ESTIMATE OF COST: ADD \$90,000

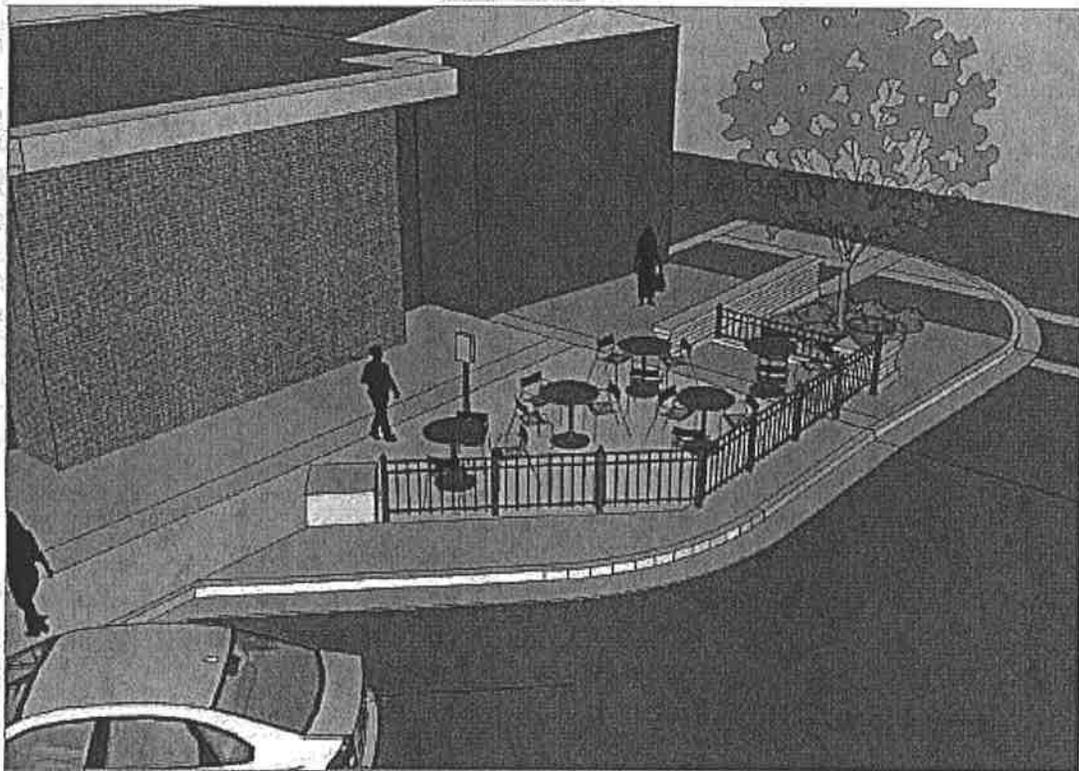


(Excerpt from Downtown Master plan Map)

Change No. 2: Masonry Seat Walls, Columns, and Fencing (scope of work increase)

DESCRIPTION: Masonry seat walls, columns, and ornamental fence are proposed as an integral part of the streetscape design. The concept for these elements was developed during the engineering process while considering the use of the expanded sidewalk areas. The expanded sidewalk areas were described in the part 1 application and remain an essential component of the design. The purpose of these elements is to better define these spaces as comfortable inviting pedestrian areas and provide a physical separation from vehicle traffic. This is fully in keeping with the original design intent and only serves to further enhance these areas for the intended pedestrian uses.

ESTIMATE OF COST: ADD \$130,000



Change No. 3: Fire Suppression Stubs
(scope of work increase)

DESCRIPTION: Improved water flow potential to businesses was described as one of the benefits of the project in the part 1 application, to be accomplished by larger diameter watermain under the street and replacement water services to individual buildings. The city is proposing to further enhance the fire suppression benefits by installing stubs for future fire suppression connections. These stubs will give property owners the future ability to connect to the water system to install automatic sprinkler systems inside their buildings, without the need to remove and replace the newly constructed street. Automatic sprinkler systems are commonly a code requirement for building renovations and the expense of tearing up the street to install them can be an impediment to redevelopment.

ESTIMATE OF COST: ADD \$71,000

Change No. 4: Additional Sidewalk Replacement
(scope of work increase)

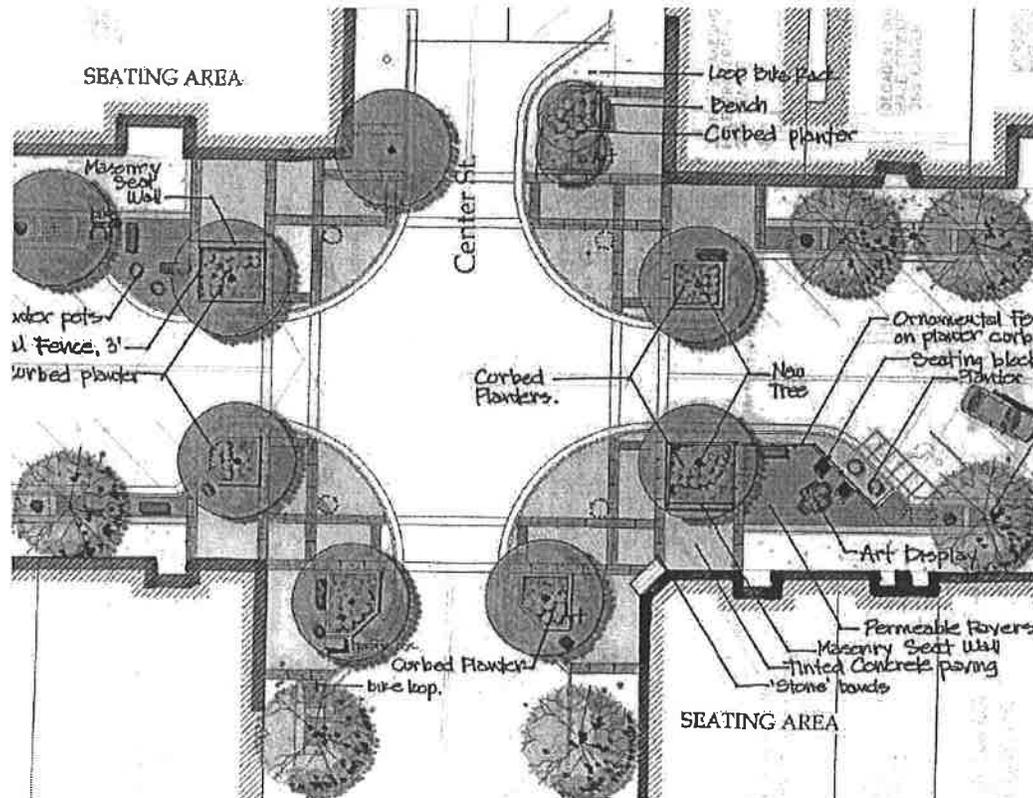
DESCRIPTION: The part 1 application described replacing sidewalk within the first 5 feet behind the curb, leaving the remaining sidewalk in place. The original reason for leaving this sidewalk in place was for maintaining access to businesses during construction. A feasible solution has now been identified which will allow the city to replace all of the sidewalk while minimizing the access disruption. Because of this, the city is now proposing to replace all of the sidewalk between the street and the buildings. This will have the added benefit of allowing the new water services to be extended all the way to the outside of buildings. The original plan of leaving portions of the sidewalk in place would not have allowed for replacing the water services below those portions of the sidewalk.

ESTIMATE OF COST: ADD \$156,000

Change No. 5: Additional Decorative Sidewalk Materials
(scope of work increase)

DESCRIPTION: The part 1 application for the project included small amounts of brick paver sidewalk and exposed aggregate sidewalk materials as decorative enhancements for the downtown streetscape. During the design process, additional areas of sidewalk were incorporated into the decorative scheme. This design change was included in the plans concurrently with the addition of Item No. 4 above. The areas added into the decorative scheme are approximately the same areas that were originally planned for plain concrete sidewalk replacement (a strip now measuring 6 feet wide behind the curb). This design concept is intended to provide some visual separation between the new white concrete sidewalk and the new white concrete road.

ESTIMATE OF COST: ADD \$164,000

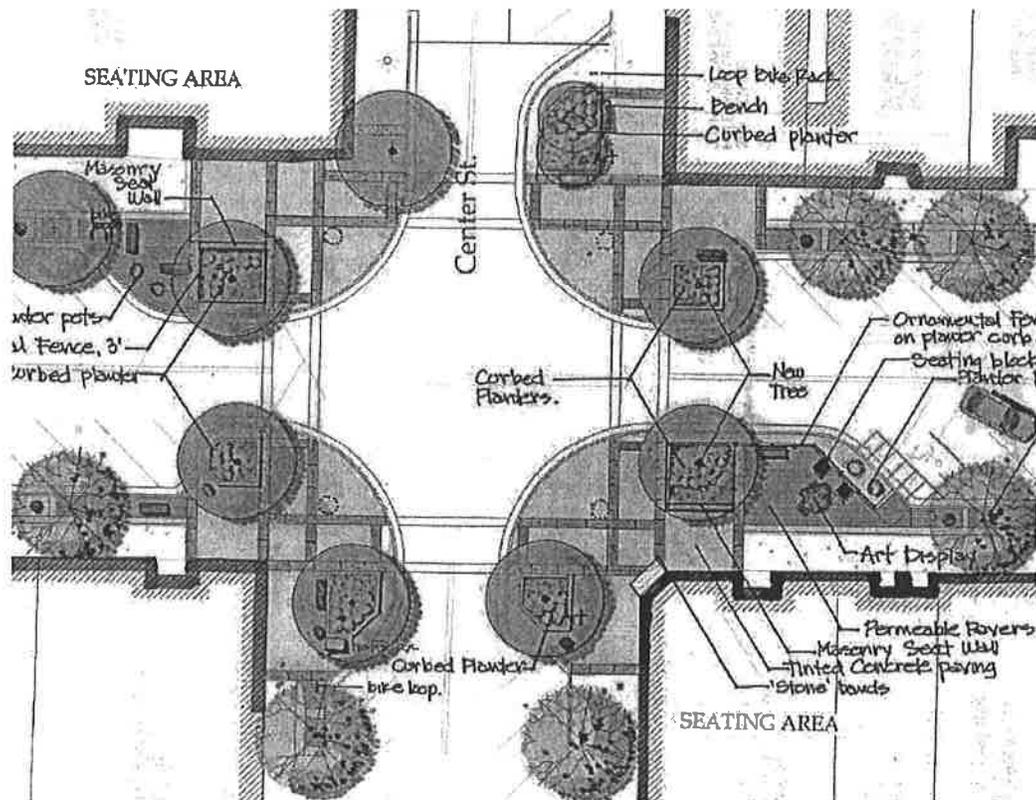


(excerpt of project color drawing showing decorative materials and permeable pavers)

Change No. 6: Permeable Paver Systems
(scope of work increase)

DESCRIPTION: The part 1 application for the project included two rain gardens as part of the City's ongoing efforts to implement sustainable storm water management systems within the downtown infrastructure. The permeable paver systems are now proposed as an additional method for treating runoff, in keeping with the original project intent.

ESTIMATE OF COST: ADD \$73,000



(excerpt of project color drawing showing decorative materials and permeable pavers)

Change No. 7: Contaminated Soil
Disposal (scope of work
increase)

DESCRIPTION: During the course of planning for the project, the City has identified the potential for soil contamination to exist within the planned limits of excavation. The area of concern is approximately the eastern most 200 feet of the project site. The area was first investigated because of an adjacent parcel which was formerly used as a gas station, located at the northwest corner of the Phoenix and Broadway intersection. Soil samples from within the project limits have been tested for contaminants. The soil testing did not reveal any plume of contaminants from the former gas station property, but it did identify certain regulated substances from unknown sources at soil boring locations 7, 18, and 23 as shown on plan sheet WS3. Therefore, the City is proposing to comply with applicable regulations by requiring the contractor dispose of any surplus excavated material from within this area by transporting it to a landfill. Further details and specifications for this work are provided in the contract documents issued with Addendum 1.

ESTIMATE OF COST: ADD \$112,000

Change No. 8: Early Completion Incentive
(cost increase and schedule change, no scope of work
change)

DESCRIPTION: The original project schedule included in the part 1 application was for work to begin on October 1, 2013 with completion by May 15, 2014. Many of the interested citizens have expressed a strong interest in reducing the duration of disruption for construction. In order to encourage early completion, the city has included an incentive in the bidding documents for additional compensation to the contractor in the amount of \$2,500 per day up to a maximum of 30 days or \$75,000 for early completion. The nature of the work is largely contingent upon winter weather, so the extent of any early completion that may be achieved is not known. However, for budgeting purposes the full amount of \$75,000 is assumed at this time.

ESTIMATE OF COST ADD: \$75,000

Change No. 9: Engineering Expenses
(cost increase only, no scope of work
change)

DESCRIPTION: The part 1 application described the structure of engineering and administrative activities to be performed by consultants, with overall project delivery remaining the responsibility of city engineering staff. This structure has remained, however the city engineering staff has relied upon its consultants for more technical support than originally anticipated. The reasons for this increase in consulting services is partly due to staff workload balancing and partly due to the increases in scope described above.

ESTIMATE OF COST: ADD \$123,000

Change No. 10 – Peterson Drain
Repairs (scope of work
decrease)

DESCRIPTION: The part 1 application preliminary cost estimate included a line item for “Peterson Drain Repairs”. The Peterson Drain is an enclosed storm sewer crossing under the project area. It is a 54 and 60 inch diameter concrete pipe crossing under the project. At the time of the part 1 application, the extent of any work which might have been needed was unknown. Based on an interior video inspection of this drain, which has been conducted since the time of the part 1 application, the city has concluded (with input from the Van Buren County Drain Office) that no repair work to this drain will be required as part of the project.

ESTIMATE OF COST: DEDUCT \$100,000

Change No. 11 – Miscellaneous and Bid Pricing Variations

DESCRIPTION: Changes No. 1 through 10 listed above represent the most significant changes to the project scope and budget, and account for approximately \$894,000 of increased project cost. The total increase in project cost from the budget submitted with the City’s Part 2 Application compared to the present project budget at the time of bid opening and contract award, is approximately \$1,029,371. The difference of \$135,371 is attributed to miscellaneous variations in minor work item quantities as well as higher than anticipated bid prices for certain items of work.

ESTIMATE OF COST: ADD \$135,371

VOLUME I

Item No.	Reference	Spec Pay Item	Qty	Units	Unit Price	Amount
1	00 52 15	Early Completion	30	Days	\$ 2,500.00	\$ 75,000.00
2	01 10 00	Mobilization, Max 75,000	1	Lump Sum	75,000.00	75,000.00
3	01 50 00	Barricade, Type III, High Intensity, Lighted, Furn	10	Each	175.00	1,750.00
4	01 50 00	Barricade, Type III, High Intensity, Lighted, Oper	10	Each	50.00	500.00
5	01 50 00	Lighted Arrow, Type C, Furn	2	Each	800.00	1,600.00
6	01 50 00	Lighted Arrow, Type C, Oper	2	Each	100.00	200.00
7	01 50 00	Plastic Drum, High Intensity, Furn	140	Each	29.00	4,060.00
8	01 50 00	Plastic Drum, High Intensity, Oper	140	Each	8.00	1,120.00
9	01 50 00	Sign, Type B, Temp, Prismatic, Furn	459	Sq. Ft.	5.00	2,295.00
10	01 50 00	Sign, Type B, Temp, Prismatic, Oper	459	Sq. Ft.	1.00	459.00
11	01 50 00	Pavt Mrkg Cover, Type R, Black	1890	Ln Ft	2.95	5,575.50
12	01 50 00	Pavt Mrkg, Type R, 4 inch, White, Temp	265	Ln Ft	1.95	516.75
13	10 14 53	Traffic Signs, Permanent	25	Sq. Ft.	50.00	1,250.00
14	10 14 53	Post, Square Tube, Powder Coat	7	Each	950.00	6,650.00
15	31 10 00	Tree Removal	20	Each	266.00	5,320.00
16	31 10 00	HMA Surface Rem.	6466	Sq. Yd.	3.75	24,247.50
17	31 10 00	Pavt Rem.	5145	Sq. Yd.	3.75	19,293.75
18	31 10 00	Pavt Rem, Brick	4389	Sq. Yd.	3.50	15,361.50
19	31 10 00	Sidewalk Rem.	6876	Sq. Yd.	4.75	32,661.00
20	31 10 00	Curb & Gutter Rem.	3392	Ln. Ft.	2.75	9,328.00
21	31 10 00	Utility Line Rem, Storm	501	Ln. Ft.	7.00	3,507.00
22	31 10 00	Utility Line Rem, Sanitary	166	Ln. Ft.	7.00	1,162.00
23	31 10 00	Utility Line Rem, Water	1213	Ln. Ft.	7.00	8,491.00
24	31 10 00	Utility Line Rem, Elec Conduit	395	Ln. Ft.	3.00	1,185.00
25	31 10 00	Utility Str. Rem, Storm	16	Each	200.00	3,200.00
26	31 10 00	Utility Str. Rem, Sanitary	5	Each	200.00	1,000.00
27	31 10 00	Utility Str. Rem, Water	5	Each	200.00	1,000.00
28	31 10 00	Fence Rem.	24	Ln. Ft.	10.00	240.00
29	31 10 00	Sign Rem.	12	Each	35.00	420.00
30	31 10 00	Pavt. Mrkg. Rem. Special	7	Each	85.00	595.00
31	31 22 13	Roadway Grading	13	Station	4,000.00	52,000.00
32	31 22 13	Site Grading (city hall)	1	Lump Sum	40,000.00	40,000.00
33	31 23 24	Fill Abandoned Utility, 12 inch	30	Ln. Ft.	7.00	210.00
34	31 23 24	Fill Abandoned Utility, 10 inch	220	Ln. Ft.	3.75	825.00
35	31 25 13	Inlet Protection, Silt Bag	17	Each	125.00	2,125.00
36	31 25 13	Inlet Protection, Geotextile and Stone	16	Each	125.00	2,000.00
37	31 25 13	Aggregate Cover, 12 inch	2000	Sq. Yd.	11.75	23,500.00
38	31 25 13	Coir Logs	80	Ln. Ft.	15.00	1,200.00
39	32 11 16	Subbase	2653	Cu. Yd.	12.50	33,162.50
40	33 11 23	Aggregate Base, 21AA, 6 inch	6687	Sq. Yd.	7.00	46,809.00
41	32 12 16	HMA, 5E1	61	Ton	100.92	6,156.12
42	32 12 16	HMA, 4E1	91	Ton	89.82	8,173.62
43	32 12 16	Hand Patching	45	Ton	120.00	5,400.00
44	32 13 13	Curb and Gutter, Conc, Det F3	2326	Ln. Ft.	13.50	31,401.00
45	32 13 13	Curb and Gutter, Conc, Det F4	261	Ln. Ft.	18.00	4,698.00
46	32 13 13	Driveway Opening, Conc, Det M	328	Ln. Ft.	18.00	5,904.00
47	32 13 13	Driveway, Nonreinf Conc, 8 inch	166	Sq. Yd.	32.00	5,312.00
48	32 13 13	Conc Pavt, Nonreinf, 9 inch	5569	Sq. Yd.	40.00	222,760.00
49	32 13 13	Joint, Contraction, CRG	64	Ln. Ft.	20.00	1,280.00
50	32 13 13	Joint, Contraction, CP	3678	Ln. Ft.	8.00	29,424.00
51	32 13 13	Joint, Expansion, E2	256	Ln. Ft.	16.00	4,096.00
52	32 13 13	Lane Ties, Epoxy Anchored	53	Each	6.00	318.00
53	32 17 23	Line Mrkg, Cold Plastic, White, 6 in	461	Ln. Ft.	2.95	1,359.95
54	32 17 23	Line Mrkg, Cold Plastic, White, 24 in	183	Ln. Ft.	11.85	2,168.55
55	32 17 23	Line Mrkg, Polyurea, White, 24 in	810	Ln. Ft.	10.00	8,100.00
56	32 17 23	Line Mrkg, Waterborne, White, 4 in	157	Ln. Ft.	0.55	86.35
57	32 17 23	Line Mrkg, Waterborne, White, 4 in, 2nd Appl	157	Ln. Ft.	0.20	31.40
58	32 17 23	Line Mrkg, Waterborne, White, 6 in	250	Ln. Ft.	0.75	187.50
59	32 17 23	Line Mrkg, Waterborne, White, 6 in, 2nd Appl	250	Ln. Ft.	0.25	62.50
60	32 17 23	Line Mrkg, Waterborne, Yellow, 4 in	6300	Ln. Ft.	0.55	3,465.00
61	32 17 23	Line Mrkg, Waterborne, Yellow, 4 in, 2nd Appl	6300	Ln. Ft.	0.20	1,260.00

62	32 17 23	Line Mrkg, Polyurea, White, 4 in	2072 Ln. Ft.	1.95	4,040.40
63	32 17 23	Line Mrkg, Polyurea, Yellow, 4 in	2026 Ln. Ft.	1.96	3,970.96
64	32 17 23	Line Mrkg, Polyurea, Blue, 4 in	393 Ln. Ft.	1.95	766.35
65	32 17 23	Legend Mrkg, Waterborne, White, Only	2 Each	65.00	130.00
66	32 17 23	Legend Mrkg, Waterborne, White, Only, 2nd Appl	2 Each	30.00	60.00
67	32 17 23	Legend Mrkg, Waterborne, White, Lt Arrow Symb	2 Each	60.00	120.00
68	32 17 23	Legend Mrkg, Waterborne, White, Lt Arrow Symb, 2nd Appl	2 Each	25.00	50.00
69	32 17 23	Legend Mrkg, Waterborne, White, Thru Arrow Symb	1 Each	55.00	55.00
70	32 17 23	Legend Mrkg, Waterborne, White, Thru Arrow Symb, 2nd Appl	1 Each	20.00	20.00
71	32 17 23	Legend Mrkg, Waterborne, White, Thru & Rt Arrow Symb	2 Each	75.00	150.00
72	32 17 23	Legend Mrkg, Waterborne, White, Thru & Rt Arrow Symb, 2nd Appl	2 Each	35.00	70.00
73	32 17 23	Recessing Pavement Markings, Longitudinal	2026 Ln. Ft.	0.65	1,316.90
74	32 17 23	Recessing Pavement Markings, Transverse	2782 Ln. Ft.	1.95	5,424.90
75	32 17 23	Rem Curing Compoind for Spec Mrkg	6 Each	50.00	300.00
76	33 01 33	Video Taping Sewer Pipe	1386 Ln. Ft.	0.75	1,039.50
77	33 05 14	Structure, San. MH, 48in. Dia	2 Each	2,800.00	5,600.00
78	33 05 14	Sturcture, Stm. MH, 24 in. Dia	1 Each	900.00	900.00
79	33 05 14	Sturcture, Stm. MH, 48 in. Dia	7 Each	1,500.00	10,500.00
80	33 05 14	Sturcture, Stm. MH, 60 in. Dia	1 Each	2,500.00	2,500.00
81	33 05 14	Sturcture, Stm. CB, 24 in. Dia	16 Each	900.00	14,400.00
82	33 05 14	Sturcture, Stm. CB, 48 in. Dia	3 Each	1,400.00	4,200.00
83	33 05 14	Sturcture, Stm. CB, 60 in. Dia	1 Each	2,700.00	2,700.00
84	33 05 14	Structure Conn. to Ex. Swr, 27 inch Stm	4 Each	850.00	3,400.00
85	33 05 14	Structure Cover, EJ #1040 Logo San.	5 Each	575.00	2,875.00
86	33 05 14	Structure Cover, EJ #1040 Logo Strm.	13 Each	750.00	9,750.00
87	33 05 14	Structure Cover, EJ #1040 Logo Water	2 Each	335.00	670.00
88	33 05 14	Structure Cover, EJ #7045	17 Each	1,100.00	18,700.00
89	33 05 14	Structure Cover, EJ #6489	2 Each	925.00	1,850.00
90	33 05 14	Monument Cover, EJ #1570	2 Each	450.00	900.00
91	33 05 14	Structure Adjust, Case 2	10 Each	600.00	6,000.00
92	33 05 14	Structure Tap, 18 inch Stm	1 Each	525.00	525.00
93	33 05 14	Structure Tap, 12 inch Stm	1 Each	375.00	375.00
94	33 05 14	Structure Tap, 8 inch San	1 Each	675.00	675.00
95	33 05 14	Valve Box Adjust	2 Each	250.00	500.00
96	33 05 14	Structure Inside Drop	1 Each	1,100.00	1,100.00
97	33 11 13	Watermain, 12 inch	1180 Ln. Ft.	90.00	106,200.00
98	33 11 13	Watermain, 8 inch	52 Ln. Ft.	155.00	8,060.00
99	33 11 13	Watermain, 6 inch	41 Ln. Ft.	200.00	8,200.00
100	33 11 13	Watermain, 4 inch	681 Ln. Ft.	70.00	47,670.00
101	33 11 13	Valve & Box, 12 inch	13 Each	2,500.00	32,500.00
102	33 11 13	Valve & Box, 6 inch	3 Each	1,200.00	3,600.00
103	33 11 13	Valve & Box, 4 inch	22 Each	1,100.00	24,200.00
104	33 11 13	Hydrant Assembly	3 Each	3,500.00	10,500.00
105	33 11 13	Hydrant Lead, 6 inch	76 Ln. Ft.	55.00	4,180.00
106	33 11 13	Line Stop, 8 inch	4 Each	3,300.00	13,200.00
107	33 11 13	Line Stop, 6 inch	3 Each	3,100.00	9,300.00
108	33 11 13	Watermain, 12 inch, Directional Bore	150 Ln. Ft.	95.00	14,250.00
109	33 11 13	Thrust Block	6 Each	375.00	2,250.00
110	33 12 13	Water Svc., 1 inch	80 Ln. Ft.	26.00	2,080.00
111	33 12 13	Water Svc., 2 inch	1324 Ln. Ft.	36.00	47,664.00
112	33 12 13	Curb Stop, 1 inch	3 Each	700.00	2,100.00
113	33 12 13	Curb Stop, 2 inch	34 Each	1,225.00	41,650.00
114	33 31 13	San. Swr., PVC SDR 26, 8 inch	275 Ln. Ft.	80.00	22,000.00
115	33 31 13	San. Swr. Service., 6 inch	301 Ln. Ft.	80.00	24,080.00
116	33 31 13	San. Swr. Service.Cleanout	8 Each	350.00	2,800.00
117	33 31 13	Cleanout Riser Cover	8 Each	350.00	2,800.00
118	33 41 13	Stm. Swr. 18 inch, R.C.P.	150 Ln. Ft.	62.00	9,300.00
119	33 41 13	Stm. Swr. 15 inch, R.C.P.	287 Ln. Ft.	50.00	14,350.00
120	33 41 13	Stm. Swr. 12 inch, R.C.P.	723 Ln. Ft.	44.00	31,812.00

121	33 41 13	Stm. Swr. 6 inch, SDR 35	27 Ln. Ft.	38.00	1,026.00
122	33 41 13	Stm. Swr. 4 inch, SDR 35	20 Ln. Ft.	47.00	940.00
123	33 41 13	Stm. Swr. 15 inch, PVC, Directional Bore	152 Ln. Ft.	167.00	25,384.00
124	33 41 13	Sewer Bukhead, 12 inch	1 Each	185.00	185.00
125	33 41 13	Sewer Bukhead, 10 inch	1 Each	185.00	185.00
126	33 46 00	Underdrain, Subbase, 6 inch	2225 Ln. Ft.	4.25	9,456.25
127	31 22 13	exploratory excavation	500 Cu. Yd.	23.50	11,750.00
128	sp	maintenance gravel	100 Cu. Yd.	28.50	2,850.00
129	sp	Relocate Pedestrian Wayfinding Sign	3 Each	725.00	2,175.00
130	sp	Temporary Crosswalk	2 Each	3,100.00	6,200.00
131	sp	Temporary Sidewalk	2497 Sq. Ft.	3.75	9,363.75
132	sp	Pedestrian Control Fence	1468 Ln Ft	3.25	4,771.00
133	addendum 1	Non-Haz Cntm Soil Rem, LM	3500 Cu. Yd.	32.00	112,000.00
134	addendum 2	Island Curb, 12 inch, special	110 Ln. Ft.	35.00	3,850.00
135	addendum 2	Conc Pavt, Reinf, 9 inch	200 Sq. Yd.	45.00	9,000.00
136	addendum 3	Underdrain, 4 inch	1400 Ln. Ft.	3.50	4,900.00
137	addendum 3	Structure Cover, EJ # 5150	2 Each	700.00	1,400.00
138	addendum 3	Structure Conn. to Ex. Swr, 10 inch Stm	1 Each	165.00	165.00
139	addendum 3	Structure Conn. to Ex. Swr, 12 inch Stm	1 Each	185.00	185.00
140	addendum 3	Structure Conn. to Ex. Swr, 6 inch Stm	2 Each	135.00	270.00
141	addendum 3	Structure Tap, 4 inch Stm	1 Each	185.00	185.00
Subtotal for Volume 1					\$ 1,643,084.50

VOLUME II

Item No.	Reference	Spec Pay Item	Qty	Units	Unit Price	Amount
1	04 20 00.13	Masonry Seat Wall No. 1 (Clementines)	1	Each	\$ 25,000.00	\$ 25,000.00
2	04 20 00.13	Masonry Seat Wall No. 2 (Chemical Bank)	1	Each	25,000.00	25,000.00
3	04 20 00.13	Masonry Seat/Retaining Wall No. 3 (Taste)	1	Each	25,000.00	25,000.00
4	04 20 00.13	Masonry Seat/Retaining Wall No. 4 (Tavern)	1	Each	25,000.00	25,000.00
5	04 20 00.13	Masonry Column	2	Each	5,000.00	10,000.00
6	10 14 23.10	Orientation Sign	1	Each	8,000.00	8,000.00
7	10 14 23.10	Orientation Sign Graphic Panel	1	CA	900.00	900.00
8	10 74 43	Stairwell Cover Modifications	1	CA	12,000.00	12,000.00
9	12 93 00	Loop Bike Rack, In Concrete Footing	3	Each	525.00	1,575.00
10	12 93 00	Loop Bike Rack, Surface Mount	8	Each	400.00	3,200.00
11	12 93 00	Bistro Table	2	Each	900.00	1,800.00
12	12 93 00	Picnic Table	1	Each	1,300.00	1,300.00
13	12 93 00	Planter Pot on Masonry Column	2	Each	725.00	1,450.00
14	12 93 00	Planter Boxes	4	Each	975.00	3,900.00
15	12 93 00	Fountain Basin and Foundation	1	Each	825.00	825.00
16	12 93 44	Precast Seat Block at Permeable Paving	4	Each	1,500.00	6,000.00
17	12 93 44	Precast Seat Block at Conc. Paving	4	Each	1,000.00	4,000.00
18	12 93 44	Precast Art Base, Square	5	Each	1,650.00	8,250.00
19	12 93 44	Precast Serpentine Wall, 34 inch	76	Ln Ft	425.00	32,300.00
20	12 93 44	Precast Serpentine Wall, 42 inch	26	Ln Ft	625.00	16,250.00
21	32 13 16	Serpentine Band, 18"w x 8"d, Plain Conc.	37	Ln Ft	40.00	1,480.00
22	32 13 16	Serpentine Band, 18"w x 16"d, Plain Conc.	82	Ln Ft	40.00	3,280.00
23	32 13 16	Sidewalk Band, 18"w x 10"d, Curve, Colored Conc, Exp Agg.	63	Ln Ft	40.00	2,520.00
24	32 13 16	Sidewalk Band, 18"w x 10"d, Straight, Colored Conc, Exp Agg.	789	Ln Ft	40.00	31,560.00
25	32 13 16	Sidewalk, 6 inch, Colored Conc, Exp Agg	13,168	Sq. Ft.	11.00	144,848.00
26	32 13 16	Sidewalk Test Pour	3	Each	900.00	2,700.00
27	32 13 13	Sidewalk, 6 inch, Plain Conc	23,890	Sq. Ft.	8.75	209,037.50
28	32 13 13	Sidewalk Ramp, 6 inch, Plain Conc	412	Sq. Ft.	10.50	4,326.00
29	32 13 13	Detectable Warning Surface, C.I.	149	Ln. Ft.	50.00	7,450.00
30	32 13 13	Building Foundation Curb	190	Ln. Ft.	28.00	5,320.00
31	32 13 13	Concrete Planter (Muffler Man)	1	Each	2,200.00	2,200.00
32	32 13 13	Concrete Step at 418 Phoenix St	1	Each	150.00	150.00
33	32 13 13	Planter Box Support Wall	20	Ln. Ft.	155.00	3,100.00
34	32 13 13	Bench Base at Permeable Pavers	10	Each	500.00	5,000.00
35	32 13 13	Art Base, Round	6	Each	650.00	3,900.00
36	32 14 13.16	Stone Paver on Concrete	1965	Sq. Ft.	26.50	52,072.50
37	32 14 13.19	Permeable Paver System	3319	Sq. Ft.	22.00	73,018.00

38	32 16 40.13	Precast Planter Curbs, 18" height	440 Ln. Ft.	29.60	13,024.00
39	32 16 40.13	Precast Planter Curbs, 12" height	111 Ln. Ft.	26.50	2,941.50
40	32 16 40.13	Precast Center Curb, 6" wide x 8" depth	57 Ln. Ft.	26.50	1,510.50
41	32 31 19	Steel Ornamental Fence, 36 inch	97 Ln. Ft.	99.00	9,603.00
42	32 31 19	Steel Ornamental Fence, 42 inch	24 Ln. Ft.	79.00	1,896.00
43	32 32 23.13	Segmental Retaining Wall	120 Sq. Ft.	30.30	3,636.00
44	32 84 00	Irrigation Sleeve, 2 inch	50 Ln Ft	6.00	300.00
45	32 84 00	Irrigation Sleeve, 4 inch	910 Ln Ft	12.00	10,920.00
46	32 84 00	Irrigation Sleeve, 6 inch	30 Ln Ft	18.00	540.00
47	32 84 00	Underground Sprinkling System, City Hall	1 Lsum	15,000.00	15,000.00
48	32 84 00	Underground Sprinkling System, Dyckman Park	1 Lsum	5,000.00	5,000.00
49	32 84 00	Underground Sprinkling System, Phoenix Street	1 Lsum	20,000.00	20,000.00
50	32 84 00	Irrigation System Repairs	1 CA	3,000.00	3,000.00
51	32 90 00	Acer freemani "Jeffers Red"	8 Each	320.00	2,560.00
52	32 90 00	Betula nigra	3 Each	250.00	750.00
53	32 90 00	Ginko biloba "autumn Gold"	6 Each	545.00	3,270.00
54	32 90 00	Koelreuteria paniculata	2 Each	710.00	1,420.00
55	32 90 00	Malus Reizam	2 Each	300.00	600.00
56	32 90 00	Picea pungens, 8'	1 Each	260.00	260.00
57	32 90 00	Picea pungens, 14'	1 Each	710.00	710.00
58	32 90 00	Pyrus calleryana "Cleveland Select"	12 Each	765.00	9,180.00
59	32 90 00	Buxux sempervirens "Katerberg"	44 Each	35.00	1,540.00
60	32 90 00	Deutzia gracilis "Chardonnay Pearls"	13 Each	34.00	442.00
61	32 90 00	Euonymus alatus compacta	8 Each	57.00	456.00
62	32 90 00	Hydrangea paniculatum "limelight"	9 Each	34.00	306.00
63	32 90 00	Hydrangea quercifolia "Sikes Dwarf"	7 Each	34.00	238.00
64	32 90 00	Itea virginica "Little Henry"	43 Each	32.00	1,376.00
65	32 90 00	Juniperus chinensis "Broadmoor"	5 Each	32.00	160.00
66	32 90 00	Jniperus chinensis "Sea Green"	16 Each	32.00	512.00
67	32 90 00	Juniperus sabina tamariscifolia	15 Each	33.00	495.00
68	32 90 00	Pinus mugo "Slow Mound"	29 Each	33.00	957.00
69	32 90 00	Hemerocallis Stella D'Oro	16 Each	10.00	160.00
70	32 90 00	Sporobolus heterolepsis Tara	28 Each	10.00	280.00
71	32 90 00	Sporobolus heterolepsis	9 Each	10.00	90.00
72	32 90 00	Planting Mix	65 Cu. Yd.	45.00	2,925.00
73	32 90 00	Shredded Hardwood Mulch, 3" depth	15 Cu. Yd.	57.00	855.00
74	32 90 00	Finely Shredded Hardwood Mulch, 2" depth	10 Cu. Yd.	59.30	593.00
75	32 90 00	Edging, Permaloc CleanLine, 3/16 x 4"	230 Ln. Ft.	4.65	1,069.50
76	32 90 00	Stone Edging	18 Ton	309.00	5,562.00
77	32 90 00	Cobble Drainage Material	18 Cu. Yd.	143.50	2,583.00
78	32 91 19	Topsoil Surface, 6 inch	820 Sq. Yd.	7.25	5,945.00
79	32 91 20	Rain Garden Biomass	130 Cu. Yd.	42.50	5,525.00
80	32 91 20	Infiltration Area Mulch	10 Cu. Yd.	57.20	572.00
81	32 91 20	Allium Millenium	60 Each	15.30	918.00
82	32 91 20	Asclepias Tuberosa	42 Each	15.30	642.60
83	32 91 20	Asclepias Incarnata	7 Each	15.30	107.10
84	32 91 20	Aster novae-angliae	15 Each	14.30	214.50
85	32 91 20	Aster Oblongifolius October Skies	25 Each	16.30	407.50
86	32 91 20	Carex Comosa	210 Each	4.30	903.00
87	32 91 20	Carex Molesta	130 Each	4.30	559.00
88	32 91 20	Carex Vulpinoidea	140 Each	4.30	602.00
89	32 91 20	Eupatorium Perfoliatum	15 Each	4.30	64.50
90	32 91 20	Iris Virginica	63 Each	14.30	900.90
91	32 91 20	Juncus Torreyi	115 Each	4.30	494.50
92	32 91 20	Zizia Aurea	57 Each	4.30	245.10
93	32 91 13.23	Structural Soil System	28 Cu. Yd.	167.00	4,676.00
94	32 92 19	Seed	38 Lb	2.65	100.70
95	32 92 19	Fertilizer	24 Lb	2.10	50.40
96	32 92 19	Erosion Fabric, NAG S75-BN	210 Sq. Yd.	1.40	294.00
97	32 92 19	Hydromulching	820 Sq. Yd.	0.95	779.00
98	32 94 43.01	Tree Grate, Cast Iron, 4'x8'	1 Each	1,820.00	1,820.00
99	32 94 43.01	Tree Grate, Cast Iron, 6' round	3 Each	1,965.00	5,895.00
100	32 94 43.10	Tree Grate, Paver Style	32 Each	1,745.00	55,840.00
101	32 96 43	Tree Relocation, Offsite, 10-14 inch	11 Each	340.00	3,740.00
102	32 96 43	Tree Relocation, Offsite, 2-3 inch	1 Each	150.00	150.00

103	32 96 43	Tree Relocation, Onsite, 2-3 inch	2	Each	150.00	300.00
Subtotal for Volume 2						\$ 982,178.30

VOLUME III - LIGHTING SYSTEM

Item No.	Reference	Pay Item	Qty	Units	Unit Price	Amount
1	SP	Street Light Foundation Rem	6	EA	\$ 200.00	\$ 1,200.00
2	SP	Street Light, 30', Rem & Salv	4	EA	175.00	700.00
3	SP	Conduit, DB, SCH 40, 1, 3/4inch	100	LFT	2.00	200.00
4	SP	Conduit, DB, SCH 40, 1, 1-1/2inch	170	LFT	4.00	680.00
5	SP	Conduit, DB, SCH 40, 1, 2inch	700	LFT	4.50	3,150.00
6	SP	Conduit, DB, SCH 80, 1, 2inch and 3, 3inch	70	LFT	15.00	1,050.00
7	SP	Conduit, Directional Bore, 2inch	325	LFT	13.00	4,225.00
8	SP	11"x18"x18" Street Light Handhole & Cover	11	EA	400.00	4,400.00
9	SP	11"x18"x18" Fiber Optic Handhole & Cover	2	EA	400.00	800.00
10	SP	24"x36"x36" Fiber Optic Handhole & Cover	5	EA	1,050.00	5,250.00
11	SP	Street Light Foundation	16	EA	575.00	9,200.00
12	SP	Street Light Grounding	16	EA	90.00	1,440.00
13	SP	Street Light, 15' Decorative "Hallbrook"	9	EA	3,680.00	33,120.00
14	SP	Street Light, 15' Decorative "Hallbrook" Double	1	EA	5,267.00	5,267.00
15	SP	Street Light, 15' Decorative "Milan"	6	EA	3,300.00	19,800.00
16	SP	GFI Receptacle & Stake	9	EA	150.00	1,350.00
17	SP	1/c #12 CU, 600V, RHW/USE-2	1,150	LFT	1.40	1,610.00
18	SP	1/c #6 AL, 600V, RHW/USE-2	640	LFT	2.00	1,280.00
19	SP	1/c #4 AL, 600V, RHW/USE-2	1,600	LFT	2.50	4,000.00
20	Addendum 2	Street Light, 15', Rem & Salv.	1	EA	75.00	75.00
21	Addendum 2	Light Pole, Special	1	EA	1,275.00	1,275.00
Subtotal for Volume 3						\$ 100,072.00

VOLUME IV - TRAFFIC SIGNAL

Item No.	Reference	Pay Item	Qty	Units	Unit Price	Amount
1	8100306	Mast Arm Std Fdn, Cased	66	Ft	\$ 390.00	\$ 25,740.00
2	8100404	Sign, Type IIIA	6	Sft	110.00	660.00
3	8107050	Mast Arm, 30 foot, Cat II, Modified	4	Ea	4,600.00	18,400.00
4	8107050	Mast Arm Pole, Cat II, Modified	4	Ea	4,650.00	18,600.00
5	8107050	Cantilever Bracket System Support, Double Sided Sign	4	Ea	250.00	1,000.00
6	8190027	Conduit, DB, 1, 1 1/2 inch	114	Ft	4.00	456.00
7	8190029	Conduit, DB, 1, 3 inch	180	Ft	6.00	1,080.00
8	8190035	Conduit, DB, 3, 3 inch	50	Ft	12.00	600.00
9	8190038	Conduit, DB, 4, 3 inch	50	Ft	15.00	750.00
10	8190254	Hh, Rem	4	Ea	100.00	400.00
11	8190259	Hh, Round, 3 foot Dia.	5	Ea	1,450.00	7,250.00
12	8200030	Controller and Cabinet, Rem	1	Ea	120.00	120.00
13	8200031	Controller and Cabinet, Digital Type	1	Ea	18,500.00	18,500.00
14	8200045	Controller Fdn, Base Mount	1	Ea	1,050.00	1,050.00
15	8200065	Fdn, Rem	2	Ea	250.00	500.00
16	8200090	Metered Serv	1	Ea	800.00	800.00
17	8200106	Pedestal Fdn, Rem	4	Ea	150.00	600.00
18	8200110	Pedestal, Rem	2	Ea	100.00	200.00
19	8200135	Serv Disconnect	1	Ea	650.00	650.00
20	8200136	Serv Disconnect, Rem	1	Ea	100.00	100.00
21	8200141	Span Wire, Rem	1	Ea	100.00	100.00
22	8200145	Steel Pole, Rem	2	Ea	150.00	300.00
23	8200180	TS, Pedestrian, Bracket Arm Mtd, Rem	4	Ea	100.00	400.00
24	8200181	TS, Pedestrian, Pedestal Mtd, Rem	4	Ea	75.00	300.00
25	8200182	TS, Span Wire Mtd, Rem	2	Ea	100.00	200.00
26	8200359	TS, One Way Mast Arm Mtd (LED)	8	Ea	850.00	6,800.00
27	8200380	Video Traffic Detection System	1	Ea	17,900.00	17,900.00
28	8200381	Video Traffic Detection Camera	4	Ea	2,700.00	10,800.00
29	8207050	TS, Backplate, 3 Section	8	Ea	160.00	1,280.00
30	8207050	Universal Camera Bracket and Extension	4	Ea	450.00	1,800.00
31	8207050	TS, Uninterruptible Power System	1	Ea	8,221.00	8,221.00
32	8207050	TS, Pedestrian, Two Way Bracket Arm Mtd (LED) Countdown, Salv	4	Ea	100.00	400.00

33	sp	Signal Mounted Street Lights	4	Ea	600.00	2,400.00
34	82000124	Pushbutton Pedestal, Rem	2	Ea	75.00	150.00
35	8207050	Pushbutton and Sign, Rem	3	Ea	50.00	150.00
36	8207050	Pushbutton, Salv	3	Ea	50.00	150.00
37	8207050	Sign, Type IIIB (R10-3e)	3	Ea	120.00	360.00
38	8207050	Pushbutton Pedestal, Salv	1	Ea	100.00	100.00
39	8207050	Pushbutton, Fdn, Special	1	Ea	500.00	500.00
Subtotal for Volume 4						\$ 149,767.00

Summary of Construction Costs

Subtotal for Volume 1	\$ 1,643,084.50
Subtotal for Volume 2	\$ 982,178.30
Subtotal for Volume 3	\$ 100,072.00
Subtotal for Volume 4	\$ 149,767.00
Total Construction Contract (without Contingency)	\$ 2,875,101.80

Construction Contingency	10%	\$ 287,510.18
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Items to be purchased and installed by City

Benches (24)	\$ 26,250.00
Trash Cans (27)	\$ 26,950.00
Planter Pots (13)	\$ 12,000.00
Total for items purchased and installed by City	\$ 65,200.00

Engineering Activities

Cornelisse Design Ass	Landscape Architecture Services	\$ 39,500.00
Abonmarche	Traffic Signal Design and Inspection	\$ 19,000.00
GRP Engineering	Electrical Engineering Services (Lighting)	\$ 19,000.00
FTC&H	Stairwell Cover Design	\$ 4,550.00
Abonmarche	Engineering Support	\$ 40,000.00
Midwest Civil Engineers	Survey Staking	\$ 33,042.00
NTH Consultants	Construction Materials Testing	\$ 37,141.20
Total Engineering Activities		\$ 192,233.20

Administrative Activities

Abonmarche	Grant Administration - Design Phase	\$ 7,000.00
First ROW	Real Estate Services	\$ 3,480.00
Abonmarche	Grant Administration - Construction Phase (including payroll enforcement)	\$ 33,300.00
Total Administrative Activities		\$ 43,780.00

TOTAL PROJECT	\$	3,463,825.18
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CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2013-51

A RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT NO. 1 TO THE GRANT AGREEMENT BETWEEN THE CITY OF SOUTH HAVEN AND THE MICHIGAN STRATEGIC FUND, MSC 212010-DIG, FOR THE PHOENIX STREET IMPROVEMENT PROJECT

Minutes of a regular meeting of the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on August 26, 2013 at 7:00 p.m. local time.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Member _____ and supported by Member _____.

WHEREAS, the City of South Haven ("Grantee") and the Michigan Strategic Fund ("MSF") have entered into a Community Development Grant Agreement ("Agreement") for the Phoenix Street Improvements project; and

WHEREAS, the Michigan Economic Development Corporation ("MEDC") through delegated authority from the MSF, has approved a Grant Amendment #!, (the "grant amendment"), based upon a request from the City to construct additional improvements not originally included in the Agreement, and

WHEREAS, after notice duly given by publication on August 18, 2013, in the South Haven Tribune the City Council held a public hearing to receive public comments in regard to the proposed grant amendment on this the 26th day of August, 2013, and

NOW, THEREFORE BE IT RESOLVED, that the City of South Haven City Council does hereby approve the changes to the Agreement as presented in the Grant Amendment letter from MEDC dated August 16, 2013, and

BE IT FURTHER RESOLVED, that the City of South Haven does hereby authorize the City Manager, Brian Dissette, to act as the authorized signatory on Grant Amendment, and

BE IT FURTHER RESOLVED, that this resolution shall take effect upon passage by the City Council.

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED.

Robert G. Burr, Mayor

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on the 26 day of August, 2013, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 *et seq*).

Amanda Morgan, City Clerk

Memorandum



August 21, 2013

To: Brian Dissette, City Manager

CC: City Council

From: Steve Oosting, Sr. Civil Engineer

Re: Recommendation for Award – Phoenix Street Construction Contract

On August 8, 2013, the City of South Haven received bids for the construction contract for the Phoenix Street Improvements project. A total of five bids were received with the results summarized as follows:

<u>Bidder</u>	<u>Total Bid Amount</u>
Milbocker & Sons Inc.	\$2,875,101.80
Compton Inc.	\$2,965,523.19
Jackson-Merkey Contractors Inc.	\$2,983,875.95
Georgetown Construction Co.	\$3,063,287.45
Northern Construction Services	\$3,094,555.41

The low bid from Milbocker & Sons has been submitted in accordance with the terms of the bidding documents and is therefore a responsive bid. Milbocker & Sons has an established performance history for similar work in the City of South Haven and is considered a responsible bidder. The grant agreement for this project requires that contract be awarded to the lowest responsive and responsible bidder. It is therefore my recommendation that Milbocker & Sons be selected as the successful bidder for the project, should the City Council determine to award the contract.

Sincerely,

A handwritten signature in black ink that reads "Steve Oosting". The signature is written in a cursive style and is positioned above the typed name and title.

Steve Oosting, P.E.
Senior Civil Engineer



Cornelisse
Design Associates, Inc.
LANDSCAPE ARCHITECTURE

August 8, 2013

Mr. Steve Oosting, PE
Dept of Public Works
1199 8th Avenue
South Haven, MI 49090

Re: Additional Services
South Haven Phoenix Street Improvements

Dear Steve:

Over the last few months, while developing the construction plans for Phoenix Street, and assisting you in the approval processes, DDA and merchant contacts, SHIPO, budget evaluations and tight deadlines, our involvement has exceeded our original budget.

We are proposing to revise the original \$22,615.00 fee to a not to exceed amount of \$39,500. Our billing for this project will continue on an hourly basis for work performed as you need us.

We have included a signature line below that will serve as our authorization to proceed with any additional work you may need. If you have any questions, as always, call us.

Sincerely yours,

Patricia S. Cornelisse, ASLA, RLA
Cornelisse Design Associates, Inc.

Authorized by

Date

site planning
land planning
park planning & design

July 23, 2013

Mr. Steve Oosting, P.E.
City of South Haven
1199 8th Avenue
South Haven, MI 49090

Re: Phoenix Street
Additional Services

Dear Steve:

In the course of developing the construction plans for Phoenix Street and in an effort to meet the city's needs and deadlines, our involvement has exceeded the original estimate. We understand that the city may require additional services to review the grading plan, details, slopes, etc., and make revisions as necessary.

Therefore, we propose to revise the original \$7500 budget to a not-to-exceed \$40,000 amount. Our billing for this project will continue on a time and materials as-needed basis.

Your signature in the space provided below will serve as authorization to proceed with this additional work. If you have any questions, please contact me at our office.

Sincerely,

Timothy R. Drews, P.E., PTOE
Vice President

Cc: Christopher J. Cook

Authorized by

Date



MIDWEST CIVIL ENGINEERS, INC.
ENGINEERING + SURVEYING + ARCHITECTURE

13560 76th Street
South Haven, MI 49090
<http://www.midwestcivilengineers.com>

Phone: 269-637-9205
Fax: 269-637-9206
Email: info@mce-us.com

August 2, 2013

Steve Oosting, P.E.
City of South Haven
1199 8th Ave.
South Haven, MI 49090

Re: South Haven Phoenix Street Improvements – City of South Haven, Van Buren County

Dear Steve:

This is in regards to staking services for the proposed reconstruction of the City of South Haven Downtown. It is our understanding that the project will consist of storm sewer, water main, sanitary sewer, curb and gutter, landscaping, brick pavers, miscellaneous site amenities, removal limits, irrigation, traffic signal items, electric and concrete flat work. Based on this information we propose to stake the following:

- All staking as needed to construct the plans as designed by the City of South Haven and sub-consultants.
- Grade and location to be staked for all items as shown on plans.
- Price is based on the use of an AutoCAD file provided by the City of South Haven.

We propose to provide these services for a sum of **\$33,042**. Any excessive restaking of the job, will be done on a time and material basis. See the attached cost breakdown.

Monthly invoices will be issued by Midwest Civil Engineers, Inc. for all work performed and are due within 30 (thirty) days of receipt.

If you have any questions, please do not hesitate to contact our office. If this proposal meets with your approval, please sign and date below returning one copy as our authorization to proceed.

Sincerely,

MIDWEST CIVIL ENGINEERS, INC.



Michael Dopp, P.E.

Date: _____

Approval Signature: _____

Phoenix Street Improvements - 2013

Construction Staking Services

BID FORM - MIDWEST CIVIL ENGINEERS, P.C.

2-Aug-13

		Hourly Rate	Estimated Hours	Estimated Fee
		MCE	MCE	MCE
PROJECT SETUP				
Move existing control points used for topo outside removal limits.	Office setup/processing	\$ 52.00	1	\$ 52.00
	Field staking	\$ 84.00	2	\$ 168.00
STORM SEWER				
Provide one set of off set stakes for storm sewer structures with invert and rim elevations.	Office setup/processing	\$ 52.00	4	\$ 208.00
	Field staking	\$ 84.00	32	\$ 2,688.00
SANITARY SEWER				
Provide one set of off set stakes for sanitary sewer structures with invert and rim elevations.	Office setup/processing	\$ 52.00	0.5	\$ 26.00
	Field staking	\$ 84.00	3	\$ 252.00
SIDEWALK FOR STORE FRONTS				
Provide stakes with elevations at all proposed locations as needed.	Office setup/processing	\$ 52.00	2	\$ 104.00
	Field staking	\$ 84.00	20	\$ 1,680.00
REMOVAL LIMITS				
Provide one set of off set stakes for curb and pavement removal. Provide one set of off set stakes or marks for sidewalk removal.	Office setup/processing	\$ 52.00	3	\$ 156.00
	Field staking	\$ 84.00	22	\$ 1,848.00
WATER MAIN				
Provide one set of off set stakes for water main, valves, bends, and hydrants with invert elevations along with service locations.	Office setup/processing	\$ 52.00	2	\$ 104.00
	Field staking	\$ 84.00	24	\$ 2,016.00
STREET CURB & GUTTER				
Provide two sets of grade stakes with offsets for curb and gutter every fifty feet. Provide two sets of grade stakes with offsets at all road radii.	Office setup/processing	\$ 52.00	9	\$ 468.00
	Field staking	\$ 84.00	72	\$ 6,048.00
CONCRETE ROAD CENTERLINE				
Provide two sets of grade stakes with offsets for road centerline every fifty feet.	Office setup/processing	\$ 52.00	3	\$ 156.00
	Field staking	\$ 84.00	20	\$ 1,680.00
SITE IMPROVEMENT ITEMS				
Provide two sets of grade stakes with offsets for typical items from sheets S1 to S18 including flat work, benches, etc.	Office setup/processing	\$ 52.00	16	\$ 832.00
	Field staking	\$ 84.00	80	\$ 6,720.00
LIGHTPOLES/SIGNAGE				
Provide one set of off set stakes for lightpole bases and permanent signage.	Office setup/processing	\$ 52.00	1.5	\$ 78.00
	Field staking	\$ 84.00	10	\$ 840.00
ELECTRICAL				
Provide one set of off set stakes for electrical items or conduits.	Office setup/processing	\$ 52.00	1.5	\$ 78.00
	Field staking	\$ 84.00	10	\$ 840.00
IRRIGATION				
Provide one set of off set stakes for irrigation items or conduits.	Office setup/processing	\$ 52.00	1.5	\$ 78.00
	Field staking	\$ 84.00	8	\$ 672.00
TRAFFIC SIGNAL ITEMS				
Provide one set of off set stakes for traffic signal bases and pedestrian poles.	Office setup/processing	\$ 52.00	0.5	\$ 26.00
	Field staking	\$ 84.00	4	\$ 336.00
RIGHT OF WAY				
Provide one set of stakes for right of way as needed.	Office setup/processing	\$ 52.00	1	\$ 52.00
	Field staking	\$ 84.00	4	\$ 336.00
MISC. ITEMS				
Provide staking for unforeseen items as needed.	Office setup/processing	\$ 52.00	5	\$ 260.00

Field staking	\$	84.00	40	\$	3,360.00
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ASBUILTS

Locate all manhole rims, catch basin rims, valves, hydrants, curb stops, meter pits, and storm and sanitary lateral cleanouts. Provide data points in CAD file. City will prepare asbuilt drawings.

Office setup/processing	\$	52.00	4	\$	208.00
Field staking	\$	84.00	8	\$	672.00

TOTAL PROJECT COST

	Estimated Hours - MCE	Hourly Rate - MCE	Estimate Fee - MCE
Office setup/processing	55.5	\$ 52.00	\$ 2,886.00
Field staking	359	\$ 84.00	\$ 30,156.00
Trips to Site	90	\$ -	\$ -

Estimated Project Total

\$ 33,042.00



NTH Consultants, Ltd.

Infrastructure Engineering
and Environmental Services

1430 Monroe Avenue NW, Suite 180
Grand Rapids, MI 49505
616.451.6270
616.451.6271 Fax

Mr. Steve Oosting, P.E.
Sr. Civil Engineer
South Haven Public Works
1199- 8th Avenue
South Haven, MI 49090

August 08, 2013
NTH Proposal No.73-130533

**RE: Proposal to Provide Special Inspections and Construction Materials Testing Services
Phoenix Street Improvements
South Haven, Michigan**

Dear Mr. Oosting:

NTH Consultants, Ltd. (NTH) is pleased to submit this proposal to provide construction materials testing services during the improvements of Phoenix Street located in South Haven, Michigan. This is in response to your phone call on August 07, 2013. The following sections detail our understanding of the project, our proposed scope of services and our estimated fees.

PROJECT DESCRIPTION

The project consists of the improvements of Phoenix Street located in South Haven, Michigan. The project will entail various construction activities including earthwork, concrete, and asphalt paving operations. The project is expected to begin in late summer of 2013, and be completed by mid fall of 2013.

SCOPE OF SERVICES

Based on the information provided to us and our familiarity with the project, we anticipate NTH services will include, but are not limited to:

Earthwork – Our engineering technician will observe proof-rolling operations for subgrade preparation, evaluate fill soils, and determine the moisture content and in-place dry density of engineered fill and backfill materials. In order to expedite the testing operations and to minimize delays to the contractor, our field representative will use a nuclear moisture/density gauge to verify compliance of fill materials with compaction specifications. More specifically, we propose to perform the following services:

- Observe subgrade proof-rolling operations to determine stability of the subgrade
- Testing of off-site materials intended for use as engineered fill to determine compliance with the project specifications
- Provide one-point Michigan cone tests for each type of soil and/or aggregate
- Determine in-place moisture/density tests to establish the degree of compaction of fill materials during the course of engineered fill placement.



Mr. Steve Oosting, P.E.
August 8, 2013

Cast-In-Place Concrete – Our engineering technician will observe and document the placement of reinforcing steel, as well as the concreting operations for curb and gutter, driveways and sidewalk. We will review concrete mix designs, perform the appropriate field testing, and mold compressive strength test cylinders, which will be tested in our laboratory.

Paving Operations- Our engineering technician will observe bituminous pavement placement operations, including performing field density tests, visual evaluation of bituminous pavement delivered to the project site and observe layer thickness, mix temperatures and rolling procedures. We will also perform the necessary related and/or follow up services, such as reviewing mix designs submitted by the contractor, bituminous plant inspection, and applicable laboratory testing.

MUNICIPAL PROJECTS AND REFERENCES

City of Grand Rapids

Project: CSO-25
Contact: Mr. John Brom
Phone: (616) 456-3076

City of Grand Rapids

Project: Reconstruction of Lafayette Street
Contact: Mr. John Hayes
Phone: (616) 456-3831

City of Greenville

Project: Hill Crest St.
Contact: Mr. Doug Hinken
Phone: (616) 456-3076

City of Coldwater

Project: Michigan Avenue Water Main Replacement
Contact: Mr. Brian Van Zee
Phone: (517) 279-6936

STAFFING

NTH will primarily staff this project out of our Grand Rapids, Michigan office which is located at 1430 Monroe Avenue NW, while pulling resources from other offices as needed. Our Grand Rapids office has a fully equipped laboratory and engineers and other professionals experienced in geotechnical engineering, environmental engineering, transportation engineering, and infrastructure engineering. By having many resources on hand, we can assist the City of South Haven with any unforeseen geotechnical, environmental, and infrastructure engineering issues that may arise. Therefore, we can quickly meet your needs at a moment's notice.



Mr. Steve Oosting, P.E.
August 8, 2013

CERTIFICATIONS

NTH's field staff that will be involved with this project, possess all the required MDOT Certifications, including: Density, ACI/MCA Concrete, Bituminous, and Aggregate Certifications. Any technicians that will be sent to this project will be qualified, trained, and carry all applicable certifications to perform the work needed.

REPORTING

NTH has an experienced staff of certified special inspectors, licensed professional engineers, and industry specific specialists who are trained and competent in the fields of practice they specialize in. Our field technicians will prepare daily reports detailing their observations and site testing activities conducted that day including any "findings" (a finding is an industry term used to denote a non-conformance). Copies of draft reports will be given to the designated on-site representative at the end of each visit and any "findings" will be brought to the immediate attention of the contractor(s) for corrective action. Reports are typically typed, reviewed and submitted electronically within 5 to 7 business days of the test or inspection. Non-conforming laboratory test results are typically issued within 24 hours of the test.

FEES/ESTIMATE

Fees for our services will be charged on a time and materials basis in accordance with the attached proposal form.

If the character of the work changes (scope change), or if additional work is required on the project (eg.: extra work by the Contractor, work orders, production issues, and any other cause for our inspectors to be at the project site beyond the hours and budget proposed in this response), or if we are asked by the client or the client's representatives or others working on their behalf to continue working on the project beyond the hours and budget proposed, then we expect that we will be compensated for all extra work by the client, under the terms and conditions of our original agreement. In the event that the work continues and our budget runs out, NTH will try to notify the Client in advance, however, the Client is also expected to be aware of our time on the project and budget spent. This means that if a change order, amendment, or additional purchase order is required, the required document will be in place prior to the work being performed or retroactive to the work being completed. In either event, NTH will be fully compensated for the work performed.

GENERAL CONDITIONS

All services will be performed in accordance with the provisions of our General Conditions, form GC-01-2013, a copy of which is attached and made part of this agreement and any subsequent agreement for our services on this project. The technical and pricing information contained within this proposal, subsequent to any agreement or addendum thereto, is to be considered



Mr. Steve Oosting, P.E.
August 8, 2013

confidential and proprietary and shall not be released or otherwise made available to any third party without the written consent of NTH Consultants, Ltd.

To indicate your acceptance of this proposal/agreement please sign below and return a copy to us. The executed copy will serve as our contract and authorization to provide the requested services. If you prefer to issue a purchase order or some other form of contract, please reference the NTH proposal number which is located on the first page of this document in your agreement. It is the policy of our firm not to initiate projects without receiving a fully executed agreement.

We appreciate this opportunity to submit our proposal for your consideration. If you have questions or need clarifications regarding this proposal, please contact Will Smigelski at (616) 262-7246 (direct line).

Sincerely,

NTH Consultants, Ltd.

William Smigelski
Construction Services Coordinator

Keith M. Swaffar, P.E.
Executive Chairman

WFS/KMS/wjj

Attachment

ACCEPTED FOR: SOUTH HAVEN PUBLIC WORKS
(NTH Proposal No. 73-130533; dated August 8, 2013)

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

PROPOSAL FORM

Contract for: Construction Materials Testing Services

Project: Phoenix Street Reconstruction

The undersigned hereby agrees to perform all required materials testing services in accordance with the City of South Haven standard testing requirements for the following unit prices:

	Estimated Quantity	Unit	Unit Price	Estimated Amount
On-site Technician	<u>690</u>	Hours on site	<u>37.00</u>	<u>\$ 25,530.00</u>
Overtime: On-site Technician	<u>72</u>	Hours on site	<u>48.10</u>	<u>\$ 3,463.20</u>
Trip Charge to Site	<u>76</u>	Each round trip	<u>75.00</u>	<u>\$ 5,700.00</u>
HMA Technician	<u>0</u>	Hours in plant		<u>\$ -</u>
Overtime - HMA Technician	<u>0</u>	Hours in plant		<u>\$ -</u>
Trip Charge to HMA Plant	<u>0</u>	Each round trip		<u>\$ -</u>
Concrete Cylinder Tests	<u>184</u>	Each cylinder	<u>12.00</u>	<u>\$ 2,208.00</u>
Sieve Analysis for Sand	<u>2</u>	Each test	<u>60.00</u>	<u>\$ 120.00</u>
Sieve Analysis for Gravel	<u>2</u>	Each test	<u>60.00</u>	<u>\$ 120.00</u>
			ESTIMATED TOTAL	<u>\$ 37,141.20</u>

Firm Name: NTH Consultants, Ltd.

Authorized Signature:


(Signature)

Keith M. Swaffar, P.E.
(Printed Name)

Executive Chairman
(Title)

8/8/13
(Date)



Proposal No.: 73-130533

Date: 08/08/2013

GENERAL CONDITIONS

STANDARD OF CARE

In performing its professional services, NTH will use that degree of care and skill ordinarily exercised, under similar circumstances, by members of its profession practicing in the same locality at the same time and providing the same or similar services. The standard of care shall be the standard existing at the time NTH's services were rendered. No warranty, express or implied, is made or intended by NTH's performance of any services, proposal for professional services, furnishing oral or written reports, or observation of any work. Client recognizes that actual conditions may vary from those encountered at the locations where tests, borings, surveys or explorations are made by NTH or provided by others, and that NTH's data, interpretations and recommendations are based solely on information available to NTH that it deems reliable and material to the performance of its professional services. NTH will be responsible for its data, interpretations and recommendations, but shall not be responsible for the interpretation by others of information developed or relied upon by NTH. Client also recognizes that observation of construction by a qualified engineering firm is essential to verify that designs are appropriate for actual site conditions. Except for NTH's employees acting within the scope of their employment, and contractors and subconsultants retained by NTH acting within the scope of their retention by NTH, Client agrees that NTH shall not be responsible for any acts or omissions of any contractors, consultants, and suppliers, or other persons, whether for site safety, the quality of work or the failure to furnish or perform their work in accordance with their contract documents.

LIMITATION OF PUBLIC LIABILITY INSURANCE

NTH represents and warrants that NTH and its agents, staff and consultants employed by NTH are protected by worker's compensation insurance and that NTH has coverage under public liability and property damage insurance policies which NTH deems to be adequate. Certificates for all such policies of insurance can be provided to the Client upon request. Subject to the terms, conditions, and limits of such insurance, NTH agrees to indemnify and save Client harmless from and against any loss, damage, or liability to the extent caused by any negligent acts of NTH, its agents, staff, consultants or contractors employed by NTH. NTH shall not be responsible for any loss, damage, or liability to the extent such loss, damage, or liability is not covered by such insurance. NTH shall not be responsible for any loss, damage, or liability arising from any negligent acts by Client, its agents, staff, representatives and other consultants employed by Client.

LIMITATION OF PROFESSIONAL LIABILITY

NTH represents and warrants that NTH has professional liability insurance coverage which it deems to be adequate. Certificates describing NTH's coverage can be provided to the Client upon request. Notwithstanding any other provisions of these General Conditions, NTH's proposal for professional services and any other documents that may be deemed to be a part of its agreement to provide professional services, Client agrees that the total liability for damages, in the aggregate, of NTH, its officers, directors, employees, agents, contractors and subconsultants to Client or anyone claiming by, through or under Client, for any and all actions (including, but not limited to, those sounding in tort, contract (express or implied), warranty (express or implied), statutory violation or liability, strict liability, negligence, gross negligence, misrepresentation, malpractice) and for all claims (including, but not limited to, those alleging bodily injury, death, property damage, environmental response costs and/or damages, expenses, costs, attorneys' fees, litigation costs) and/or all damages (including, but not limited to, direct, consequential, economic, non-economic and incidental damages) arising from or in any way relating to, directly or indirectly, NTH's professional services under this agreement, shall be limited to \$50,000 or the amount of the fee actually paid NTH for its services under this agreement, whichever amount is greater.



RIGHT OF ENTRY

Unless otherwise agreed, to the extent it is necessary for NTH to enter onto property in order to perform its services, Client shall furnish right of entry on the land sufficient for NTH to perform its services. NTH has not included in its fee the costs for rectifying damages that may result from NTH's operations. If NTH is required to restore the property to its former condition, additional charges will be added to its fee sufficient to cover the restoration work, including NTH's standard profit factor.

CONSTRUCTION OBSERVATION

If construction observation is included in NTH's proposal, NTH shall visit the project site at such intervals and for such durations as it deems appropriate, or as otherwise agreed to in writing by Client and NTH. Such visits and observations and any comments or reports generated from such visits and observations shall not impose any liability on NTH beyond that set forth in this agreement, or relieve any contractor from its contractual obligations. All construction contractors shall be solely responsible for construction site safety, the quality of their work and adherence to the contract documents. NTH shall have no authority or obligation to direct any contractor's actions or stop any contractor's work. Further, unless specifically agreed in writing, Client agrees that NTH shall have no duty or responsibility for performing, furnishing, implementing, supervising, or evaluating any designs for the project. Client agrees that NTH's services under this agreement are not performed pursuant to a special agreement under Michigan law.

HAZARDOUS MATERIALS

Client represents that Client has made a reasonable effort to evaluate whether hazardous materials, including gases, are on or near the project site, and that Client has informed NTH of Client's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where NTH has no reason to believe they could or should be present. NTH and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of NTH's scope of services or allowing NTH to terminate its services, at NTH's sole discretion. NTH and Client agree that hazardous materials may make it necessary for NTH to take immediate measures to protect health and safety. Client agrees to indemnify NTH fully (as set forth below) and compensate NTH for any liability of any nature, equipment decontamination and other costs incident to the discovery of hazardous materials.

NTH agrees to notify Client when hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate government agencies. Client also agrees to hold NTH harmless for any and all consequences of any required disclosures made by NTH. If Client does not own the project site, it is Client's responsibility to inform the property owner of the discovery of hazardous materials or suspected hazardous materials.

Notwithstanding any other provisions of the agreement, Client waives any claim against NTH for losses, damages, liabilities, and costs (including, without limitation, court costs and attorneys' fees) arising out of, or in any way connected with, the presence, discharge, release, escape, or reporting of hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value. Further, to the maximum extent permitted by law, Client agrees to defend, indemnify, and save NTH harmless from any claims, losses, damages, liabilities, and costs (including, without limitation, court costs and attorneys' fees) arising out of, or in any way connected with, the presence, discharge, release, escape, or reporting of hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for proper disposal of any samples secured by NTH which NTH deems to be contaminated.



BIOLOGICAL POLLUTANTS

Unless specifically stated in its proposal, NTH's scope of services does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. Client agrees that NTH shall have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure. In addition, Client shall defend, indemnify, and hold harmless NTH from any third-party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure, except for damages arising from or caused by NTH's sole negligence. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

UTILITIES

In the execution of its services, NTH will take reasonable precautions to avoid damage or injury to subterranean structures or utilities made known to NTH by Client or a public utility locating service. Client agrees to hold NTH harmless for any damages to subterranean structures that are not called to NTH's attention and correctly shown or described on the documents furnished.

OWNERSHIP OF DOCUMENTS

All reports, drawings, plans, specifications, field data, field notes, calculations, estimates and other documents prepared by NTH, as instruments of service, shall be for the Client's use only on this project and shall remain NTH's property. Electronic data, including, but not limited to, CADD drawings, databases, word processor documents, and/or spreadsheets, are provided as an accommodation only. Paper documents are the contract deliverables. Client assumes the risk that electronic data may differ from the paper deliverables, due to inaccurate translations or unreadable files. Further, Client agrees to hold harmless and indemnify NTH for any changes or modifications made by others to the electronic data. Client agrees that all reports and other work product furnished to the Client or its representatives, will be returned upon demand and will not be used by the Client for any purpose whatsoever, unless otherwise specifically agreed by NTH. NTH will retain records relating to the services performed that NTH decides to retain in its sole discretion for a period of five (5) years following submission of the report, during which period the records will be made available to the Client at reasonable times for a reasonable fee.

INVOICING

Invoices will be submitted to the Client monthly and a final invoice will be submitted upon completion of NTH's services. Each invoice is due upon presentation, and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of 1% per month on past due accounts. NTH reserves the right to suspend or terminate services under this agreement upon failure of Client to pay NTH's invoices when due.

RESOLUTION OF DISPUTES

All claims, disputes and other matters in controversy arising out of or in any way related to this agreement shall be submitted to non-binding mediation through and in accordance with the mediation rules of the American Arbitration Association as a condition precedent to any litigation.

TIME TO BRING CLAIMS, JURISDICTION, VENUE, CHOICE OF LAW

Client agrees that any claims it may have and its right to pursue any such claims under this agreement with NTH, whether the existence of any such claims is discovered or not, shall expire the earlier of two (2) years following the completion of NTH's services under this agreement, or the expiration of any applicable statutes of limitations or statute(s) of repose, whichever is earlier. Client agrees to bring any legal proceedings in pursuing any of its claims against NTH exclusively in Michigan and further agrees that the law applicable to any such proceedings shall be the law of Michigan, without reference to Michigan's choice of law principles.



Proposal No.: 73-130533

Date: 08/08/2013

Further, Client agrees to submit to the jurisdiction of the courts of Michigan and waives any and all defenses based upon lack of personal jurisdiction, forum non-conveniens and the like. Client and NTH further agree that the prevailing party will be entitled to recover all reasonable costs incurred in any such legal proceedings (including upon appeal and for enforcement of any judgment), including NTH staff time charges (if NTH is the prevailing party), court costs, attorneys' fees and other claim related expenses, subject only to the foregoing limitation of liability. Should neither party prevail on all of their claims or receive all of the relief they sought, then the substantially prevailing party shall be awarded such fees and costs.

Client acknowledges and understands that the foregoing presumes that Client has first satisfied the non-binding mediation requirement set forth in Resolution of Disputes, above. No time limitation set forth in this Time To Bring Claims, Jurisdiction, Venue, Choice of Law provision shall be extended or tolled for any period of time by Client's failure to satisfy the Resolution of Disputes provision, or by any ongoing non-binding mediation between Client and NTH pursuant to the Resolution of Disputes provision.

TERMINATION

This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, NTH shall be paid for services performed to the termination notice date plus reasonable termination expenses. Client agrees that a substantial failure to perform shall include failure fully to pay an invoice within fourteen days of the date payment is due.

In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this agreement, NTH may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all NTH's direct costs in completing such analyses, records and reports.

NON-ASSIGNMENT

Client shall not assign any of its duties, rights and interest in this agreement without the prior written consent of NTH. Nothing in this agreement shall be construed to create, impose or give rise to any duty owed by NTH to any third party. All duties undertaken under this agreement by NTH are for the sole and exclusive benefit of Client. There are no intended third-party beneficiaries of this agreement or of the services to be performed by NTH under this agreement. Should a court find otherwise, it is the intent of the parties that such third-party beneficiary be bound by and subject to all of the terms and conditions of this agreement.

OTHER DOCUMENTS/CONTRACT MERGER

Client agrees that these General Conditions shall prevail over any conflicting provisions of any other documents that may be considered to be part of this agreement. This agreement shall include the proposal to which these General Conditions are attached or in which reference is made to these General Conditions, together with all other documents attached to such proposal and referenced in such proposal as being a part of the basis upon which NTH has agreed to undertake professional services. All other understandings, discussions, agreements, proposals, correspondence, electronic mail and other communications of any descriptions pre-existing this agreement are merged into and superseded by this agreement. This agreement constitutes the parties' complete, entire and final understanding of the subject matter of this agreement.



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SEVERABILITY

If any provisions of this agreement are found to be void or unenforceable for any reason, the remainder of this agreement shall continue in full force and effect, and the court shall attempt to judicially reform the void or unenforceable provisions to the maximum extent possible, consistent with the intent evidenced by the provisions, to render it valid and enforceable. If the court is unable to reform the provisions, the court shall strike only those provisions which are invalid or unenforceable, and this agreement shall then be construed without reference to the void or unenforceable provisions.

August 2, 2013

Mr. Steve Oosting, P.E.
City of South Haven
1199 8th Avenue
South Haven, MI 49090

Re: Phoenix Street- Payroll Review

Dear Steve:

On February 21, 2013, we submitted a proposal for grant administration services related to the Phoenix Street project. At that time, the construction management phase was left as time and materials with no set budget. This proposal is intended to clarify our intended role in the construction administration phase of the project. The following will detail our expected Scope of Services related to the payroll enforcement.

- Maintain a payroll file for each contractor/subcontractor containing all payrolls, payroll reviews, payroll status record, and enforcement letters.
- Maintain a current Payroll Status Record (MDOT form 1954) for each contractor/subcontractor, updated weekly.
- Obtain weekly update from City showing names of contractors/subcontractors who have worked.
- Review each week all contractor/subcontractor payrolls submitted (MDOT form 1952).
- Prepare delinquent and/or deficient payroll enforcement letters as needed.
- Prepare weekly summary report for city, showing status of all payroll of each contractor/subcontractor.

Fees

Our fees for this project will be billed on a time and materials basis for actual work performed. These fees are based upon several assumptions:

- The construction time frame is expected to run from September 4, 2013 until May 15, 2014.
- The City will complete wage rate interviews and provide them for our use.
- We have no idea how many subcontractors will be employed on this project. Therefore, we are providing a range of fees to account for this variable.
- With any construction project, there are times that require more effort than others (i.e. initial project setup, pay estimates, etc.) At other times, our involvement may be very minimal. Therefore, the fees proposed are averages per week based upon our past experience with previous projects.

- The fees assume that our Field Manager Technician, Tia Thomas, will be the only Abonmarche employee involved with the project. Should additional consultation be needed with other Abonmarche staff, we will bill those hours at our standard hourly rates.

Our expected range of fees for this project are as follows:

<u>Employee</u>	<u>Rate</u>	<u>Average Hours Per Week</u>	<u>No. of Weeks</u>	<u>Range of Fees</u>
Tia Thomas	\$75	8-12	37	\$22,200- \$33,300

We will monitor the budgets closely and inform you early in the project if we see that the effort needed is exceeding our initial expectation.

Your signature in the space provided below will serve as authorization to proceed with this project. If you have any questions, please let me know.

Sincerely,



Timothy R. Drews, P.E., PTOE
Vice President

Cc: Christopher J. Cook, PE
Tia Thomas

Authorized by

Date



CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2013-52

A RESOLUTION TO AUTHORIZE ISSUANCE OF
2013 DOWNTOWN DEVELOPMENT BONDS
(General Obligation Limited Tax)

Minutes of a regular meeting of the City Council of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on August 26, 2013 at 7:00 p.m. local time.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Member _____ and supported by Member _____.

WHEREAS, the City of South Haven (the "City"), Van Buren and Allegan Counties, Michigan, has established and created the Downtown Development Authority of the City of South Haven (the "Authority") pursuant to Act 197, Public Acts of Michigan, 1975, as amended (the "Act"); and

WHEREAS, the City has approved the Development Plan and Tax Increment Financing Plan (the "Plan") established by the Authority. The Plan provides for development of the Development Area described in the Plan (the "Development Area") in accordance with the Development Projects described in the Plan (the "Development Projects"); and

WHEREAS, development has occurred in the Development Area, and the City anticipates certain additional private development will occur in the Development Area; and

WHEREAS, the City Council has determined that it is necessary and appropriate at this time to issue a series of general obligation limited tax development bonds pursuant to Section 16 of the Act to finance a portion of the costs of public facilities, as defined in the Act, including designing, acquiring, constructing and financing certain improvements related to the Development Projects, including but not limited to, street improvements, including street construction and reconstruction, curb and gutter and sidewalk improvements; storm sewer and drainage improvements; sanitary sewer system improvements; water supply system improvements; streetscape improvements and enhancements, including, but not limited to, expanded sidewalks and urban green space, new street furniture, public art, and a public wireless internet system, as well as other public infrastructure improvements that are included in the Plan as well as all work necessary or incidental to these improvements (the "Improvements"); and

WHEREAS, the Authority and the City have prepared and submitted an estimate of the anticipated Tax Increment Revenues to be available for payment of principal of and interest on bonds to be issued by the City in anticipation of the collection of such revenues.

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. DEFINITIONS. Whenever used in this Bond Resolution or in the bonds to be issued hereunder, unless the context requires otherwise, the following definitions shall apply:

- (a) "Act" means Act 197 of the Public Acts of Michigan of 1975, as amended.
- (b) "Authority" means the Downtown Development Authority of the City of South Haven, a public body corporate.
- (c) "Authorized Officer" means the Mayor, the Manager and the Treasurer of the City, or any one or more of them.
- (d) "Bonds" mean the 2013 Downtown Development Bonds (General Obligation Limited Tax) authorized and issued pursuant to the Act and this Bond Resolution.
- (e) "Bondholder" or "Registered Owner" means the registered owner of any of the Bonds.
- (f) "Bond Resolution" means this Resolution and all amendments hereto.
- (g) "City" means the City of South Haven, Van Buren and Allegan Counties, Michigan.
- (h) "Council" means the City Council of the City, the legislative and governing body thereof.
- (i) "Code" means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.
- (j) "Development Area" means the development area, as defined by the Act and designated in the Plan, and the area from which Tax Increment Revenues will be generated as set forth in the Plan.
- (k) "Development Projects" means those projects identified in the Plan which when accomplished will cause implementation of the Plan.

(l) "Improvements" shall have the meaning set forth in the recitals of this Bond Resolution.

(m) "Plan" means the Development Plan and Tax Increment Financing Plan of the Authority, as amended.

(n) "Sale Order" means an order signed by the Authorized Officer regarding the details and sale of the Bonds.

(o) "Tax Increment Revenues" means all tax increment revenue received by the Authority pursuant to the Plan and the Act and "Estimated Tax Increment Revenues" means the Estimated Tax Increment Revenues approved by the Authority and approved by the Council and attached to this Bond Resolution as Exhibit A.

(p) "Tax Year" means, with respect to any tax levy, the fiscal year of the City.

2. APPROVAL OF ESTIMATED TAX INCREMENT REVENUE. The Authority has prepared, approved, and submitted to this Council a schedule of the Estimated Tax Increment Revenues to be available for payment of the principal of and interest on the Bonds issued pursuant to this Bond Resolution. This Council, by a majority vote of the members, hereby approves and adopts the Estimated Tax Increment Revenues submitted by the Authority and attached hereto as Exhibit A.

3. NECESSITY OF PUBLIC IMPROVEMENTS. Acquisition and construction of the Improvements in accordance with the Plan is determined to be necessary in order to effectuate the Development Projects, and the costs of the Improvements are determined to be necessary project costs of the Plan in accordance with the Act.

4. ESTIMATED COST - PERIOD OF USEFULNESS. The total cost of the Improvements, including the payment of engineer's or architect's fees, legal and financial expenses and other expenses incident to the financing of the Improvements, which is estimated

to be \$2,950,000, is hereby approved and confirmed, and the estimated period of usefulness of the Improvements is determined to be in excess of twenty (20) years.

5. ISSUANCE OF BONDS. To defray a portion of the cost of the Improvements, including legal, engineering, financial and other expenses, the City shall issue the Bonds (the "Bonds") in the aggregate principal sum of not to exceed \$2,950,000, as finally determined by the Authorized Officer in the Sale Order. The balance of the cost of the Improvements, if any, shall be paid by the Authority or the City from grant funds, other bonds and/or other funds on hand.

6. BOND TERMS. The Bonds shall be issued in fully registered form as to both principal and interest, in minimum denominations of \$100,000 or any increment of \$1,000 above that amount. The Bonds shall be numbered consecutively in the order of their registration; shall be dated the date of their delivery or such other date approved by the Authorized Officer in the Sale Order; and shall mature serially or as term bonds subject to mandatory redemption as determined by the Authorized Officer in the Sale Order, provided the final maturity shall be no later than thirty (30) years after the date of issuance. The Bonds shall bear interest at a rate or rates not exceeding 5.00% per annum, payable semiannually all as determined by the Authorized Officer in the Sale Order.

7. PAYMENT OF PRINCIPAL AND INTEREST. Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America to the person appearing on the Bond registration books as the registered owner thereof. Payment of principal on the Bonds shall be made at the principal office of the Paying Agent (defined below), upon surrender of the Bonds. Payment of interest on the Bonds shall be paid to the registered owner at the address as it appears on the registration books as of the determination date. Initially, the determination date shall be the date as of the fifteenth (15th) day of the month prior to the payment date for each interest payment; however, the determination date may be changed by the City to conform to market practice.

8. SECURITY FOR BONDS. The City hereby pledges its limited tax, full faith and credit, general obligation for the prompt payment of the principal of and interest on the Bonds as and when due. In the event there are insufficient moneys for the payment of the principal of and interest on the Bonds, the City shall levy a tax on all taxable property in the City for prompt payment of principal of and interest on the Bonds, which tax shall be limited as to rate and amount by applicable charter, constitutional and statutory limitations on the taxing power of the City. The pledge by the City shall be a first lien on the budget of the City in the event of insufficient moneys. As additional security, the Bonds shall be payable from the Tax Increment Revenues. Such portion of the Tax Increment Revenues as is required for payment of the principal of and interest on the Bonds as and when due is hereby pledged for the payment of the principal of and interest on the Bonds, and a security interest is granted in the Tax Increment Revenues, which shall continue until the payment in full of the principal of and interest on the Bonds. The rights or remedies of Bondholders may be affected by bankruptcy laws or other creditors' rights legislation now existing or hereafter enacted.

9. PRIOR REDEMPTION.

(a) Mandatory Redemption. Principal designated as a term bond maturity shall be subject to mandatory redemption, in whole or in part, by lot, at par plus accrued interest, on the redemption dates identified in the Sale Order. When term bonds are purchased by the City and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term bonds affected shall be reduced by the principal amount of the Bonds so redeemed in the order determined by the City.

(b) Optional Redemption. Bonds maturing on or before April 1, 2023, shall not be subject to redemption prior to maturity. Bonds maturing on or after April 1, 2024, shall be subject to redemption prior to maturity in whole or in part, at the option of the City and in such order as the City may determine, on any dates on or after April 1, 2023. Bonds of a

denomination greater than 1,000 may be partially redeemed in the amount of 1,000 or any whole multiple thereof. If less than all the Bonds maturing in any year are to be redeemed, the Bonds or portions of Bonds to be redeemed shall be selected by lot. Bonds so called for redemption shall be redeemed at the par value thereof plus accrued interest to the date fixed for redemption, without a premium.

(c) Notice of Redemption. Notice of redemption of Bonds shall be given by mail to the Registered Owners of the Bonds to be redeemed not less than thirty (30) days prior to the date fixed for redemption, addressed to the Registered Owner at the registered address shown on the registration books of the City maintained by the Paying Agent. Bonds so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the Paying Agent to redeem the same. So long as the book-entry-only system remains in effect, the Paying Agent will give notice to Cede & Co., as nominee of the Depository Trust Company, New York, New York, ("DTC"), and only Cede & Co. will be deemed to be a holder of the Bonds.

10. PAYING AGENT AND REGISTRATION.

(a) Appointment of Paying Agent. From time to time the Authorized Officer shall designate and appoint a paying agent, which shall also act as transfer agent and bond registrar (the "Paying Agent"). The initial Paying Agent for the Bonds shall be designated by the Authorized Officer in the Sale Order. In the event of a change in the Paying Agent, notice shall be given in writing, by certified mail, to each Registered Owner not less than sixty (60) days prior to the next interest payment date. The Paying Agent shall keep the official books for the recordation of the Registered Owners of the Bonds.

(b) Book Entry Eligible. At the option of the initial purchaser of the Bonds, the Bonds will be issued in book-entry only form as one fully-registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for The Depository

Trust Company ("DTC"), New York, New York; if this option is selected, DTC will act as securities depository for the Bonds, purchase of the Bonds will be made in book-entry only form, in minimum denominations of \$100,000 or any multiple of \$1,000 above that amount, and purchasers will not receive certificates representing their interest in Bonds purchased.

(c) Registration of Bonds. While the Bonds are held in book-entry-only form, the Bonds shall be transferred in accordance with the procedures established by DTC. In the event the book-entry-only system is not selected or is discontinued, the following provisions would apply to the Bonds. Registration of the Bonds shall be recorded in the registration books of the City to be kept by the Paying Agent. Bonds may be transferred only by submitting the same to the Paying Agent, together with a satisfactory instrument of transfer signed by the Registered Owner or his legal representative duly authorized in writing, after which a new Bond or Bonds shall be issued by the Paying Agent to the transferee (new registered owner) in denominations of 1,000 or any integral amount thereof in the same aggregate principal amount as the Bond submitted for transfer. No transfer of Bonds shall be valid unless and until recorded on the bond registration books in accordance with the foregoing. The person in whose name any bond is registered may for all purposes, notwithstanding any notice to the contrary, be deemed and treated by the City and the Paying Agent as the absolute owner thereof, and any payment of principal and interest on any Bond to the Registered Owner thereof shall constitute a valid discharge of the City's liability upon such Bond to the extent of such payment. No Bond shall be transferred less than fifteen (15) days prior to an interest payment date nor after the Bond has been called for redemption. If the Bonds are held in book entry only form, then the transfer agent shall act as paying agent only, and the Bonds shall be transferred in accordance with the procedures established by DTC.

11. BOND FORM. The Bonds shall be substantially in the form attached hereto as Exhibit B, and incorporated herein, with such changes as are recommended by the City's Bond Counsel (defined below) and approved by the officers of the City signing the Bonds.

12. EXECUTION OF BONDS. The Mayor or Mayor Pro-Tem and the Clerk or the Deputy Clerk of the City are hereby authorized and directed to sign the Bonds, either manually or by facsimile signature, on behalf of the City. Upon execution, the Bonds shall be delivered to the purchaser thereof upon receipt of the purchase price in accordance with the terms of the offer to purchase the Bonds.

13. BOND PAYMENT FUND. For payments of principal of and interest on the Bonds, there shall be established and maintained a fund for the Bonds designated the 2013 DOWNTOWN DEVELOPMENT BONDS BOND PAYMENT FUND (the "Bond Payment Fund"). The accrued interest, if any, and capitalized interest, if any, received at the time of delivery of the Bonds shall be placed into the Bond Payment Fund. The City shall budget annually a sufficient amount to pay the annual principal of and interest on the Bonds, including amounts of Tax Incremental Revenues to be received from the Authority, and deposit such amount in the Bond Payment Fund as needed to make payments of principal of and interest as they become due. The obligation of the City to pay the principal of and interest on the Bonds will be a first budget obligation. Moneys in the Bond Payment Fund shall be expended solely for payment of principal of and interest on the Bonds which first come due. Any moneys remaining in the Bond Payment Fund after the annual payments of principal of and interest on the Bonds shall be transferred to the Authority or the General Fund and shall no longer be pledged hereunder.

14. CONSTRUCTION FUND. Prior to delivery and sale of the Bonds, there shall be established a fund designated the "2013 Downtown Development Bonds Construction Fund" (the "Construction Fund"). After deducting the sums which are required to be deposited in the Bond Payment Fund, the balance of the proceeds of the Bonds shall be deposited into the Construction Fund. The moneys on deposit in the Construction Fund from time to time shall be used solely for the purpose for which the Bonds were issued. Any unexpended balance may be used for other development projects in the Development Area, or transferred to the Bond

Payment Fund. After completion of the Improvements and disposition of any remaining bond proceeds, pursuant to the provisions of this Section, the Construction Fund shall be closed.

15. INVESTMENT OF FUNDS. Moneys in the funds and accounts established herein may be invested by the City as allowed by law, subject to the limitations imposed by arbitrage regulations and Section 148 of the Code.

16. DEPOSITORY AND FUNDS ON HAND. Monies in the several funds and accounts maintained pursuant to this Bond Resolution may be kept in one or more accounts at financial institutions designated by resolution of the City, and if kept in one account, the monies shall be allocated on the books and records of the City in the manner and at the times provided in this Bond Resolution.

17. COVENANTS. The City covenants and agrees with the successive holders of the Bonds that so long as any of the Bonds remain outstanding and unpaid as to either principal or interest:

(a) That it will cause the principal of and interest on the Bonds to be paid promptly when due, but solely from the funds pledged by this Bond Resolution.

(b) That it will receive and apply the Tax Increment Revenues in accordance with this Bond Resolution, the Plan and the Act.

(c) That it will not permit the Plan to be amended in any manner that would impair the security of the Bondholders.

(d) That it will make no use of the proceeds of the Bonds, or any other funds which may be deemed to be proceeds of the Bonds pursuant to Section 103(c) of the Code which, if the use had been reasonably expected on the date of issuance of the Bonds, would have caused the Bonds to be "arbitrage bonds" within the meaning of that Section, and will comply with all requirements of the Code throughout the term of the Bonds.

18. ADDITIONAL BONDS. In accordance with the provisions of the Act, the City reserves the right to issue additional bonds payable from the Tax Increment Revenues, which shall be of equal standing and priority with the Bonds.

19. SALE OF BONDS. The Council determines that it is in the best interest of the City to sell the Bonds by negotiated sale in order to most effectively time and structure the issuance of the Bonds in response to changing market conditions and to reduce the costs of issuance. The Authorized Officer is hereby authorized to negotiate the sale of the Bonds to an underwriter or to negotiate a private placement of the Bonds with a purchaser approved by the Authorized Officer. The Authorized Officer shall have the authority to negotiate the terms of the Bonds and, without further approval by the Council, the Authorized Officer shall be authorized to execute a bond purchase agreement or otherwise award the sale of the Bonds.

20. DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional or mandatory redemption, the principal of, premium, if any, and interest on any of the Bonds, shall be deposited in trust, this Bond Resolution shall be defeased with respect to such Bonds (the "Defeased Bonds"), and the owners of the Defeased Bonds shall have no further rights under this Bond Resolution except to receive payment of the principal of, premium, if any, and interest on the bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided herein. Defeased Bonds shall be treated as if they have been redeemed for all purposes under this Bond Resolution.

21. CONTRACT WITH BONDHOLDERS. The provisions of this Bond Resolution shall constitute a contract between the City and the holder or holders of the Bonds from time to time, and after the issuance of any of such Bonds, no change, variation or alteration of the

provisions of this Bond Resolution may be made which would lessen the security for the Bonds. The provisions of this Bond Resolution shall be enforceable by appropriate proceedings taken by such holder or holders, either at law or in equity.

22. REMEDIES. The holder or holders of Bonds representing in the aggregate not less than twenty percent (20%) of the entire issue then outstanding may, either at law or in equity, by suit, action, mandamus or other proceedings, protect and enforce the security interest in the Tax Increment Revenues described above, and enforce and compel the performance of all duties of the City, or its officers, including, but not limited to, compelling the proper segregation and application of funds as required by this Bond Resolution, and all other duties required to be performed by the City pursuant to this Bond Resolution.

If there be any default in the payment of the principal of or interest on any of the Bonds, any court having jurisdiction in any proper action may appoint a receiver to perform, under the direction of such court, all of the duties of the City and its officers more particularly set forth in this Bond Resolution and in the Act.

23. AUTHORIZED OFFICER. The Authorized Officer is hereby designated, for and on behalf of the City, to do all acts and to take all necessary steps required to effectuate the sale, issuance and delivery of the Bonds. Notwithstanding any other provision of this Bond Resolution, the Authorized Officer is authorized within the limitations of this Bond Resolution to determine the title of the Bonds, the interest rate or rates to be borne by the Bonds, amount of discount, amount of maturities, principal amount (not to exceed the principal amount stated in this Bond Resolution), amount of good faith deposit, denominations, dates of issuance, dates of maturities, interest payment dates, optional and mandatory redemption rights, and term bond options, and other terms and conditions relating to the Bonds and the sale thereof.

The Authorized Officer is hereby authorized for and on behalf of the City, without further Council approval, to sell the Bonds, and to do all acts and take all necessary steps required to

effectuate the sale, issuance and delivery of the Bonds, including the selection of an underwriter or the appointment of a financial advisor or placement agent.

Approval by the City of the matters delegated in this section or any other sections may be evidenced by the Sale Order or the execution or approval of such documents by the Authorized Officer. The Authorized Officer, together with the Clerk, the Treasurer, and the Finance Director, or any one or more of them, are authorized to execute any documents or certificates necessary to complete the transaction, including, but not limited to, any applications including applications to the Michigan Department of Treasury, including an Application for State Treasurer's Approval to Issue Long-Term Securities, any certificates, receipts, orders, agreements, instruments, and any certificates relating to federal or state securities laws, rules or regulations.

24. INTERNAL REVENUE CODE. The City has consulted with its attorney and understands that the Code contains certain requirements on (i) the expenditure of proceeds from the sale of the Bonds, (ii) the investment of the proceeds from the issuance of the Bonds and (iii) the rebate of interest earned on the investment of the proceeds of the Bonds under certain circumstances. The City hereby covenants to comply with such requirements.

25. BOND COUNSEL. The firm of Clark Hill PLC is hereby employed as bond counsel ("Bond Counsel") to the City for the issuance of the Bonds.

26. BONDS MUTILATED, LOST OR DESTROYED. If any Bond shall become mutilated, the City, at the expense of the Bondholder, shall execute, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution for the mutilated Bond, upon surrender to the Paying Agent of the mutilated Bond. If any Bond issued under this Resolution shall be lost, destroyed or stolen, evidence of the loss, destruction or theft may be submitted to the Paying Agent and, if this evidence is satisfactory to both the City and the Paying Agent and indemnity satisfactory to the Paying Agent shall be given, the City, at the expense of the owner, shall execute, and the Paying Agent shall thereupon authenticate and

deliver, a new Bond of like tenor, which shall bear the statement required by Act 354, Public Acts of Michigan, 1972, as amended, or any applicable law hereafter enacted, in lieu of and in substitution for the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

27. QUALIFIED TAX-EXEMPT OBLIGATION. The City reasonably anticipates that the amount of qualified tax-exempt obligations which will be issued by the City and the Authority and all subordinate entities during the calendar year 2013 shall not exceed \$10,000,000. The City hereby designates the Bonds in their total principal amount as “qualified tax-exempt obligations” for purposes of Code Section 265(b)(3)(B).

28. BOND RESOLUTION SUBJECT TO MICHIGAN LAW. The provisions of this Bond Resolution are subject to the laws of the State of Michigan.

29. SECTION HEADINGS. The section headings in this Bond Resolution are furnished for convenience of reference only and shall not be considered to be a part of this Bond Resolution.

30. SEVERABILITY. If any section, paragraph, clause or provision of this Bond Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Bond Resolution.

31. CONFLICT. Except as provided above, all resolutions or parts thereof, insofar as the same may be in conflict herewith, are hereby repealed; provided, that the foregoing shall not operate to repeal any provision thereof, the repeal of which would impair the obligation on the Bonds.

32. EFFECTIVE DATE OF RESOLUTION. This Bond Resolution is determined by the Council to be immediately necessary for the preservation of the peace, health and safety of the City and shall be in full force and effect from and after its passage.

BE IT FURTHER RESOLVED, that this resolution shall take effect upon passage by the City Council.

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED.

Robert G. Burr, Mayor

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a meeting held on the 26 day of August, 2013, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 *et seq*).

Amanda Morgan, City Clerk