COPIES OF THE DISBURSEMENT LIST ARE NOW AVAILABLE IN THE CONTROLLER'S OFFICE

07-14-09 mtg.

Att. #2

BLOCK PARTY INFORMATION

Block Party to be held July 25, 2009 (date) from 12:00 (time) until 10:00

on Hazelwood Street, between High Collingwood & Pinewood

Contact Person(s): Carlo & Rebecca Badalamati (name) [redacted] (phone)

***Must include a contact person's cell phone number, which can be used to reach someone during the block party:** [redacted]

SCHEDULED ACTIVITIES: Please list planned activities and times (even if tentative), for example children's games from 1-2 p.m., adult games from 3-4 p.m., picnic/barbecue from 4:30 to 6:30 p.m., live band from 7-9 p.m., clean-up 9-10 p.m. Please indicate times of any amplified music, whether live or recorded.

12:00 - 4:00 Children games, water slides, bounce house
4:00 - 6:00 - Dinner BBQ's
6:00 - 10:00 - Live Band Dancing in Street
10:00 - 11:00 Clean up

Upon approval by City Council, this form will be stamped "APPROVED" and sent back to the requesting party. It is the responsibility of the requesting party and/or contact person(s) to distribute copies of this "approved" information form to neighbors on adjacent street(s).

Att. #2

BLOCK PARTY INFORMATION

Block Party to be held July 25th (date), from 12:00 (time) until 11:00 pm

on Arlington Street, between Frazho & Church

Contact Person(s): Wendy Cacik (name) [redacted] (phone)

SCHEDULED ACTIVITIES: Please list planned activities and times (even if tentative), for example children's games from 1-2 p.m., adult games form 3-4 p.m., picnic/barbecue from 4:30 to 6:30 p.m., live band from 7-9 p.m., clean-up 9-10 p.m. Please indicate times of any amplified music, whether live or recorded.

See attached Flyer

Upon approval by City Council, this form will be stamped "APPROVED" and sent back to the requesting party. It is the responsibility of the requesting party and/or contact person(s) to distribute copies of this "approved" information form to neighbors on adjacent street(s).

Arlington's 4th Annual Street Party

Schedule of Events

Saturday, July 25, 2009

Time	Event	Other information
12:00	Barricades go up	Please have your outside chores done before noon (cutting your grass, edging, etc)
1:00	Games	Dunk Tank, Obstacle Course, Moon-walk, Bike Decorating, Giant Water Slide!
2:00–3:00	Dan Dan the Choo-Choo Man	Come on down for a train ride!
3:00	50/50 Raffle Adult & Kids Scavenger Hunt Tricycle Race	1st raffle of the night–plus Airbrush Tattoo Artist ($) - $1 for small tattoo/$2 for large tattoo
3:30	Live Band–Krank Nine	Get your ROCK ON!
5:00	50/50 Raffle FREE ICE CREAM @ the NYSENS	2nd raffle of the night
6:00	Winners Announced "The Dress Up Game" for men only	Guessing Jars and Scavenger Hunt winners announced.
7:00	Live Band–Seven Second Addiction (Formerly Force of Habit) 50/50 Raffle & Basket Drawing	3rd raffle of the night–plus dancing!
10:00	50/50 Raffle	4th raffle of the night. Band Shuts Down
11:00	Barricades come down	Hope you enjoyed yourself!

NEW

Large Raffle Prizes!

New Family Events:

Charity Swap—money to be donated to a family from Huron Park Elementary this Christmas! Stop by and purchase off table for donation!

Hot Dog Stand

- Chili Dog, Chips and pop–$2.00

Att. #2

BLOCK PARTY INFORMATION

Block Party to be held Aug 1, 09 (date), from 12 pm (time) until 8pm

on Demrick Street, between 11 mile & Cross St.

Contact Person(s): Bobbi Childers (name) [redacted] (phone)

***Must include a contact person's cell phone number, which can be used to reach someone during the block party:** [redacted]

SCHEDULED ACTIVITIES: Please list planned activities and times (even if tentative), for example children's games from 1-2 p.m., adult games from 3-4 p.m., picnic/barbecue from 4:30 to 6:30 p.m., live band from 7-9 p.m., clean-up 9-10 p.m. Please indicate times of any amplified music, whether live or recorded.

Graduation Party: 2pm - ?

Childrens Games: 2pm - 8pm

music: 2pm - 11pm (I-pod style)

Clean up: 12am

Upon approval by City Council, this form will be stamped "APPROVED" and sent back to the requesting party. It is the responsibility of the requesting party and/or contact person(s) to distribute copies of this "approved" information form to neighbors on adjacent street(s).

CITY OF ROSEVILLE

POLICE DEPARTMENT

APPLICATION FOR LICENSE PD# 3076

TYPE OF LICENSE: MASSAGE THERAPIST / Business Establishment TAG#

PERIOD OF LICENSE: TO

LICENSE FEE $ ~~150.00~~ 25.00 ESCROW $ RECEIPT#

STATE LICENSE # E1466N MACHINES $

APPLICANT NAME LAN HEMME ADDRESS [redacted]

CITY [redacted] STATE MI. ZIPCODE [redacted] PHONE [redacted]

DRIVERS LICENSE# SOCIAL SECURITY # [redacted]

HEIGHT [redacted] SEX [redacted] EYES [redacted] HAIR [redacted] DATE OF BIRTH [redacted]

NAME OF BUSINESS ESTABLISHMENT YOUNG SHIN (GOOD HEALTH) LLC

ADDRESS OF BUSINESS ESTABLISHMENT MACOMB MALL 32233 GRATIOT AVE (KIOSK)

CITY ROSEVILLE STATE MI. ZIPCODE 48066 PHONE 586 294 -2951

TYPE OF GOODS OR SERVICE ACCUPRESSURE MASSAGE & FOOT REFLEXOLOGY

HAVE YOU EVER BEEN CONVICTED OF A CRIME? NO IF YES, GIVE DETAILS:

(DATE, OFFENSE, SENTENCE):

VEHICLE LICENSE

IF VEHICLE IS TO BE USED IN CONNECTION WITH BUSINESS:

MAKE YEAR COLOR LICENSE NUMBER

MAKE YEAR COLOR LICENSE NUMBER

This license is issued subject to conformance by applicant to all ordinances, rules and regulations of the City of Roseville applicable thereto, and may be revoked or suspended by competent authority for just cause.

[redacted]

Signature of Applicant

ROUTING: (Date Routed 6-16-09 [redacted] Date of Application 6-12-09 [redacted]

✓ Assessors OK

✓ Building Dept ~~NO~~ YES

City Manager

✓ Fire Dept OK

Traffic Bureau

✓ Treasurer OK

✓ ~~Other~~ SID OK

Vehicle Inspection

Sent to Yvette 7/1/09 [redacted]

APPROVAL [redacted] O/C notified

CITY OF ROSEVILLE
MACOMB COUNTY, MICHIGAN

RESOLUTION ON ABATEMENT OF PUBLIC NUISANCE

At a Regular Meeting of the City Council of the City of Roseville, held in the council chambers, 29777 Gratiot Avenue, Roseville, Michigan on the _____ day of July, 2009, commencing at 7:00 p.m.

PRESENT: MEMBERS_____

ABSENT: MEMBERS_____

THE FOLLOWING MOTION WAS MADE:

_____ moved, _____ seconded, to adopt the following resolution:

WHEREAS, the Building Director for the City of Roseville, Mr. Glenn Sexton, has determined that the property at the following location:

Lot 119, Felician Park Subdivision, according to the plat thereof as recorded in liber 10, page(s) 68 of Plats, Macomb County Records.

PP# 14-19-354-002

more commonly known as 25296 Leach, Roseville, Michigan has become and does present an immediate and continuous danger and hazard to the health, safety and welfare of the residents of the City of Roseville, for the following described reasons: the house has been "red tagged" since April of 2009; siding is missing; there is junk and debris on the property; the grass and weeds are not being maintained; and the property in its present condition poses a threat to the health, safety and welfare of the general public, and

WHEREAS, the Building Director has notified the owner, Brad Weigand, of the above described property of the condition of the property and has demanded that same be corrected; and

WHEREAS, the owner has failed, refused and neglected to correct said violations and comply with building and health ordinances of the City of Roseville; and

WHEREAS, the existence of the above described property in its present condition is a present, immediate and continuous danger and hazard to the health, safety and welfare of the residents of the City of Roseville, and must be abated and removed;

NOW, THEREFORE, IT IS HEREBY RESOLVED:

1. That the property at the afore described location for the afore described reasons is a present, immediate and continuous danger and hazard to the health, safety and welfare of the residents of the City of Roseville, and said violations and dangerous conditions must be abated and removed.

2. That the afore described property be and is hereby declared a public nuisance, and it is hereby ordered that all code violations and dangerous conditions existing on said property be abated and removed.

3. That the Attorney for the City of Roseville and the Building Director for the City of Roseville are hereby authorized to commence all necessary actions to clean up the property pursuant to Section 203-9 of the Code for the City of Roseville, and abate said public nuisances; that all costs incurred by the City of Roseville to abate said nuisances, plus interest at seven (7%) percent per annum, shall become a lien for the benefit of the City of Roseville on all or part of the real property where the violations are located, and such liens shall be of the same character and effect as created by the Roseville City Charter for taxes.

AYES: MEMBERS_____

NAYS: MEMBERS_____

ABSENT: MEMBERS_____

RESOLUTION DECLARED ADOPTED

_____
JOHN CHIRKUN, Mayor

_____
RICHARD STEENLAND, City Clerk

STATE OF MICHIGAN)
)ss.
COUNTY OF MACOMB)

I, RICHARD STEENLAND, the duly qualified and acting City Clerk of the City of Roseville, Macomb County, Michigan, do hereby certify that the foregoing is a true and complete copy of the Resolution adopted by the City Council of the City of Roseville, Macomb County, Michigan on July _____, 2009, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance of the Open Meetings Act being Act 267 of the Michigan Public Acts of 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said act.

_____
RICHARD STEENLAND, City Clerk

YORK, DOLAN & TOMLINSON, P.C.
Attorneys and Counselors at law
42850 Garfield, Suite 101
Clinton Township, Michigan 48038
586-263-5050
Fax 586-263-4763

John A. Dolan (jdolan@yorkdolanlaw.com)
Timothy D. Tomlinson (ttomlinson@yorkdolanlaw.com)

July 8, 2009

VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED & FIRST CLASS MAIL

Mr. Brad Weigand
[redacted]

Mr. Brad Weigand
[redacted]

RE: **Nuisance Abatement – 25296 Leach, Roseville**

Dear Mr. Weigand:

We are the attorneys for the City of Roseville. You are a named owner of the above-described property. Please be advised that the Roseville City Council will consider adoption of a resolution commencing condemnation of this property on Tuesday, July 14, 2009 at 7:00 p.m. in the City Council chambers at City Hall. A copy of said proposed resolution enclosed herein.

If you have any questions regarding this matter, please feel free to contact me. We remain,

Very truly yours,

YORK, DOLAN & TOMLINSON, P.C.

Timothy D. Tomlinson
Roseville City Attorney

/jabh
Enclosure

cc: Mortgage Electronic Registration Systems, Inc. (Via First Class Mail w/Enclosure)
Steve Truman, Roseville City Manager (Via Facsimile w/Enclosure)

Glenn Sexton, Roseville Building Director (Via Facsimile w/Enclosure)

OK 5 AP

City of Roseville

29777 GRATIOT, P.O. 290
ROSEVILLE, MICHIGAN 48066

June 17, 2009

Timothy Tomlinson
York, Dolan & Tomlinson
42850 Garfield, Suite 101
Clinton Township MI 48038

Re: Condemnation - 25296 LEACH, Roseville MI 48066

Dear Mr. Tomlinson:

This department is requesting that you prepare a resolution for action by City Council at the July 14, 2009 City Council Meeting commencing the condemnation of the residential building at the above-mentioned location.

This house is vacant and has been "red tagged' by the building Department since April of 2009. We have had ongoing property maintenance issues with the owner since at least 2008. Currently, there is junk and debris on the property and siding missing. In its present condition it poses a threat to the health, safety and welfare of the general public and should be removed, as it is a public nuisance. City records indicate that the owner of record is: WEIGAND, BRAD, [redacted] The legal description is PP# 14-19-354-002.

Copies of our file are attached for your information. If you have any questions, please feel free to contact this department at (586) 445 5450.

Sincerely,

[redacted]

Glenn Sexton
Director of Building
and Inspection

cc: Stephen Truman, City Manager

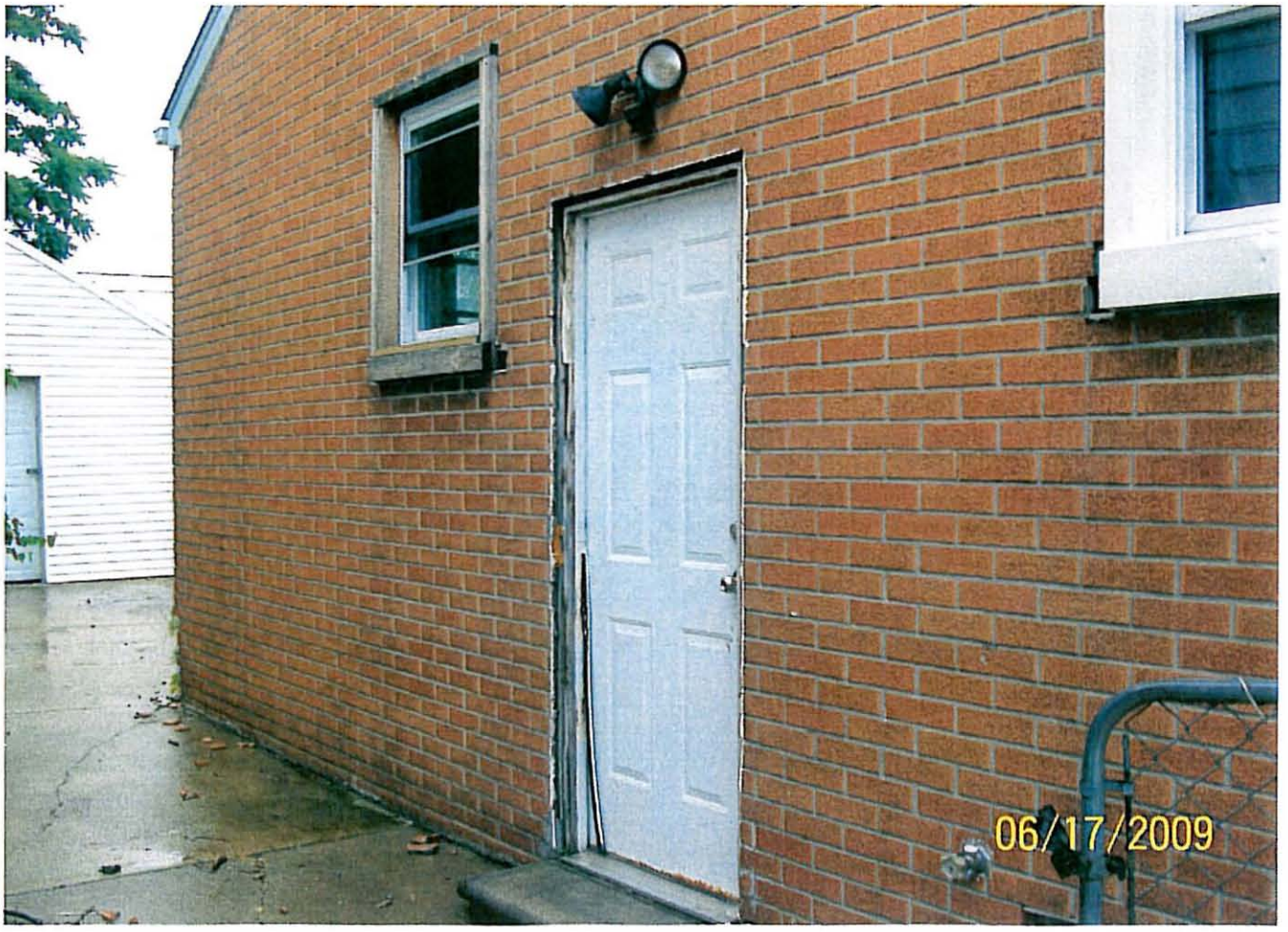
Attachments

GS/tjh

06/17/2009

06/17/2009

06/17/2009


06/17/2009

06/17/2009

06/17/2009

06/17/2009

06/17/2009

CITY OF ROSEVILLE
MACOMB COUNTY, MICHIGAN

RESOLUTION REVISING FEE SCHEDULE

At a Regular Meeting of the City Council of the City of Roseville held in the Council Chambers, 29777 Gratiot Avenue, Roseville, Michigan 48066, on the _____day of _____, 2009, commencing at 7:00 p.m.

PRESENT: MEMBERS: _____

_____

ABSENT: MEMBERS: _____

_____

WHEREAS, the City of Roseville finds that the Fee Schedule be revised to add Film Permit Fees.

NOW, THEREFORE, upon motion by Councilperson _____, and supported by Councilperson _____, it is resolved:

That the City of Roseville Fee Schedule, §133-7 be amended to add at the end of that section as follows:

Type	**Fee**
Film Permit Fees	
Processing Fee	$50.00
Daily Property Use Fee	*Varies
Monitoring Fee	**Varies

*Fee could vary depending upon actual property use and the impact on regularly scheduled events.
**Staff time to be based on most current City overtime rates, scheduled, calculated and paid in advance of film permit activities.

Any and all resolutions in conflict herewith are repealed only to the extent necessary to

give full force and effect to the foregoing provisions.

AYES: MEMBERS:_____

_____

NAYS: MEMBERS:_____

ABSENT: MEMBERS:_____

RESOLUTION DECLARED ADOPTED.

_____
JOHN CHIRKUN, Mayor

_____
RICHARD M. STEENLAND, Clerk

STATE OF MICHIGAN)
)ss.
COUNTY OF MACOMB)

I, RICHARD M. STEENLAND, the duly qualified and acting Clerk of the City of Roseville, Macomb County, Michigan, do hereby certify that the foregoing is a true and complete copy of the Resolution adopted by the City Council of the City of Roseville, Macomb County, Michigan, on _____ _____, 2009, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance of the Open Meetings Act being Act 267 of the Michigan Public Acts of 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said act.

_____
RICHARD M. STEENLAND, Clerk

PROPOSED RESOLUTION
TO ENTER MICHIGAN NATURAL RESOURCES TRUST FUND
DEVELOPMENT PROJECT AGREEMENT

Whereas, the City of Roseville, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the City of Roseville does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide $145,000 to match the grant authorized by the DEPARTMENT.

2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.

3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.

4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.

5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.

MICHIGAN NATURAL RESOURCES TRUST FUND

DEVELOPMENT PROJECT AGREEMENT

Project Number: TF08-086

Project Title: Huron Park Accessibility Upgrade

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the **CITY OF ROSEVILLE IN THE COUNTY OF MACOMB** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In PA 23 of 2009, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments by **September 1, 2009**.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B); and Recreation Grant application bearing the number TF08-086 (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.

2. The time period allowed for project completion is **July 1, 2009 through June 30, 2011**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.

3. This Agreement shall be administered on behalf of the DEPARTMENT through its Grants Management.

   a. All reports, documents, or actions required of the GRANTEE shall be submitted to the:

      MICHIGAN NATURAL RESOURCES TRUST FUND
      GRANTS MANAGEMENT
      MICHIGAN DEPARTMENT OF NATURAL RESOURCES
      PO BOX 30425
      LANSING MI 48909-7925

b. The GRANTEE'S representative for this project is:

Name: _____ Title: _____

Mailing Address: _____

Phone Number: _____ Fax Number: _____

E-mail Address: _____

c. All notices, reports, requests or other communications from the DEPARTMENT to the GRANTEE shall be sufficiently given when mailed and addressed as indicated above. The DEPARTMENT and the GRANTEE may by written notice designate a different address to which subsequent notices, reports, requests, or other communications shall be sent.

d. The GRANTEE certifies to the DEPARTMENT that the person listed as the GRANTEE'S representative is officially empowered to act on behalf of the GRANTEE. Further, the GRANTEE certifies that the person listed as their representative does not now or will not in the future have any FINANCIAL INTEREST, HOLDINGS IN A BUSINESS OR ENTITY or PERSONAL INTEREST, including their immediate family, in the property that is the subject of this grant.

4. The words "project area" shall mean the land and area described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B).

5. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C:

Pathway	Landscaping
Parking Lot Expansion	Benches
Skate Park	

6. The DEPARTMENT agrees as follows:

a. To grant to the GRANTEE a sum of money equal to **Sixty-Six (66%) percent** of **Four Hundred Sixty-Five Thousand Eight Hundred ($465,800.00) dollars**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Three Hundred Twenty Thousand Eight Hundred ($320,800.00) dollars**.

b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:

i. Payments will be made on a reimbursement basis at **Sixty-Six (66%) percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.

ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.

iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT engineering staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.

iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected a MNRTF plaque in compliance with Section 7(k) of this Agreement.

7. The GRANTEE agrees as follows:

a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **One Hundred Forty-Five Thousand ($145,000.00) dollars** in local match. This sum represents **Thirty-Four (34%) percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.

b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.

c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:

i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.

ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the

development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.

iii. Upon written DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than $25,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.

iv. Upon written DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between $1,000 and $25,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.

v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.

vi. Complete construction to all applicable local, state and federal codes, as amended; including the federal Americans with Disabilities Act (ADA) of 1990, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended.

vii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.

d. To operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.

e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that difference in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.

f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.

g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.

h. To furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.

i. To maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.

j. To agree that the project area, where the Trust Fund has assisted in the development of the project, will not be named in honor of a person either living or deceased.

k. To erect and maintain a plaque on the park entry sign of the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color, and design of this plaque shall be in accordance with DEPARTMENT specifications.

8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities in the six months preceding the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.

9. To be eligible for reimbursement, the GRANTEE shall comply with the DEPARTMENT requirements. At a minimum, the GRANTEE shall:

a. Submit a written progress report every 180 days during the project period.

b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.

c. Submit a complete request for final reimbursement within 90 days of project completion and no later than **September 30, 2011**. If the GRANTEE fails to submit a complete final request for reimbursement by **September 30, 2011**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may

terminate this Agreement and require full repayment of grant funds by the GRANTEE.

10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.

11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.

12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.

13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:

    a. Received a written exemption from the DEPARTMENT before the execution of this Agreement, and

    b. Received prior written approval from the DEPARTMENT of a lease and/or easement for the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated _____, and

    c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and

    d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.

14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.

15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT.

16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:

    a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and implementation of mitigation approved by the DEPARTMENT, including but not limited to replacement with land of similar recreation usefulness and fair market value.

    b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.

    c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.

17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.

18. The GRANTEE acknowledges that:

    a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and

    b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and

c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.

20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended.
It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.

21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:

    a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;

    or

    b. If any portion of the project area is a facility, documentation that Department of Environmental Quality-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.

22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the MNRTF Board with no reimbursement made to the GRANTEE.

23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with

companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.

25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.

26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.

27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.

28. Upon breach of the Agreement by the GRANTEE the DEPARTMENT, in addition to any other remedy provided by law, may:

    a. Terminate this Agreement; and/or

    b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or

    c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund and the Land and Water Conservation Fund; and/or

    d. Require repayment of grant funds already paid to GRANTEE.

    e. Require specific performance of the Agreement.

29. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State

for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.

30. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.

31. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, familial status or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.

32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.

33. The GRANTEE hereby agrees to bury all new telephone and electrical wiring within the project area.

34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.

35. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

36. The Agreement may be executed separately by the parties. This Agreement is not effective until:

    a. The GRANTEE has signed the Agreement and returned it together with the necessary attachments within 90 days of the date the Agreement is issued by the DEPARTMENT, and

    b. The DEPARTMENT has signed the Agreement. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date.

Approved by resolution (true copy attached) of the _____,
date

_____ meeting of the _____.
(special or regular) (name of approving body)

GRANTEE

SIGNED:

By _____

Title: _____

_____

Date: _____

Grantee's Federal ID#

_____

WITNESSED BY:

1) _____

2) _____

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

By _____
Jim Wood

Title: Manager, Grants Management

Date: _____

WITNESSED BY:

1) _____

2) _____

APPENDIX A

LEGAL DESCRIPTION OF THE PROJECT AREA

APPENDIX B

BOUNDARY MAP OF THE PROJECT AREA

APPENDIX C

RECREATION GRANT APPLICATION TF08-086

(incorporated herein by reference)

MOTION MADE BY _____

MOTION SECONDED BY _____

TO AMEND CHAPTER 225, SECTION 225-1 OF THE CODE OF ORDINANCES FOR THE CITY OF ROSEVILLE BY ADOPTING BY REFERENCE THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2009, AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, ESTABLISHING MINIMUM REGULATIONS GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDINGS AND STRUCTURES; BY PROVIDING THE STANDARDS FOR SUPPLIED UTILITIES AND FACILITIES AND OTHER PHYSICAL THINGS AND CONDITIONS ESSENTIAL TO ENSURE THAT STRUCTURES ARE SAFE, SANITARY AND FIT FOR OCCUPATION AND USE; AND FOR CONDEMNATION OF BUILDINGS AND STRUCTURES UNFIT FOR HUMAN OCCUPANCY AND USE AND THE DEMOLITION OF STRUCTURES; TO PROVIDE FOR REPEALER, SEVERABILITY, AND EFFECTIVE DATE.

CITY OF ROSEVILLE
MACOMB COUNTY, MICHIGAN

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 225, SECTION 225-1 OF THE CODE OF ORDINANCES FOR THE CITY OF ROSEVILLE BY ADOPTING BY REFERENCE THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2009, AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, ESTABLISHING MINIMUM REGULATIONS GOVERNING THE CONDITIONS AND MAINTENANCE OF ALL PROPERTY, BUILDINGS AND STRUCTURES; BY PROVIDING THE STANDARDS FOR SUPPLIED UTILITIES AND FACILITIES AND OTHER PHYSICAL THINGS AND CONDITIONS ESSENTIAL TO ENSURE THAT STRUCTURES ARE SAFE, SANITARY AND FIT FOR OCCUPATION AND USE; AND FOR CONDEMNATION OF BUILDINGS AND STRUCTURES UNFIT FOR HUMAN OCCUPANCY AND USE AND THE DEMOLITION OF STRUCTURES; TO PROVIDE FOR REPEALER, SEVERABILITY, AND EFFECTIVE DATE.

THE CITY OF ROSEVILLE ORDAINS:

Section 1. Chapter 225, Section 225-1(A) is hereby amended as follows:

> **Adoption of Property Maintenance Code by Reference.** That a certain document, three copies of which are on file in the office of the City Clerk of the City of Roseville, being marked and designated as the International Property Maintenance Code, 2009, as published by the International Code Council, Inc. be and is hereby adopted as the Property Maintenance Code of the City of Roseville, in the State of Michigan; for the control of buildings and structures as provided; and each and all of the regulations,

provisions, penalties, conditions in terms of the International Property Maintenance Code, 2009, and as amended in the future, are hereby referred to, adopted, and made part hereof as if fully set out in this ordinance with the additions, insertions, deletions and changes, if any prescribed in other sections of the ordinance.

Section 2. The following sections of the International Property Maintenance Code, 2009 Edition, and any amendments thereto, are hereby revised to provide as follows:

Section 101.1. Insert: City of Roseville.

Section 103.5. Insert: See City of Roseville Fee Schedule for appropriate fees.

Section 112.4. Revise: **FAILURE TO COMPLY.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine up to $500.00 or 90 days in jail.

Section 302.4. Insert: 8 inches

Section 304.14. Insert: April 1st through October 31st

Section 602.3. Insert: January 1st through December 31st

Section 602.4. Insert: January 1st through December 31st

Section 3. **Repealer.** All ordinances or parts of ordinances in conflict herewith are repealed only to the extent necessary to give this Ordinance full force and effect.

Section 4. **Severability.** If any article, section, subsection, sentence, clause, phrase, or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of remaining portions of the Ordinance, being the intent of the City that this Ordinance shall be fully severable.

Section 5. **Effective Date.** This Ordinance is deemed to be an emergency ordinance and shall become effective immediately upon adoption and publication.

AYES _____

NAYS _____

ABSENT _____

JOHN CHIRKUN, Mayor

Attested:

RICHARD STEENLAND, City Clerk

I, RICHARD STEENLAND, City Clerk of the City of Roseville, Macomb County, Michigan, do hereby certify that Ordinance No. _____ was adopted by the City Council of Roseville, assembled in regular session on July _____, 2009. Said Ordinance was posted in the following places:

Roseville Police Station, 29753 Gratiot Avenue
Roseville Public Library, 29777 Gratiot Avenue
Roseville Civic Center, 29777 Gratiot Avenue

Notice of said posting was published in *The Macomb Daily* on July ____, 2009.

RICHARD STEENLAND, City Clerk

HPSL

DAB

Control Section	HPSL 50458
Job Number	106979
Project	HPSL 0950(039)
Federal Item No.	RR 6828
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	09-5296

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF ROSEVILLE, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in the City of Roseville, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated June 19, 2009, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION
Reconstruction work along Martin Road from Gratiot Avenue to Highway I-94; including concrete pavement, earthwork, and storm sewer work; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION
Audiovisual taping and sprinkler system work along Martin Road from Gratiot Avenue to Highway I-94; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

HIGH PRIORITY PROJECTS PROGRAM - SAFETEA LU

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

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

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

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

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

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

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

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

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

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

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

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

PART A

The PART A portion of the PROJECT COST shall be met in part by contributions from the Federal High Priority Project Program – SAFETEA LU.

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Subtitle G - High Priority Projects, authorizes Federal High Priority Project funding and establishes the maximum amount of funding for the PART A portion of the PROJECT (SAFETEA-LU Number 2931) to be $1,024,000. It is understood that this amount is subject to obligational authority limitation and after applying that limitation only $921,498 is estimated to be available for the PART A portion of the PROJECT. It is further understood that according to SAFETEA-LU, funds for the PART A portion of the PROJECT are to be allocated over a period of 5 years.

Federal High Priority Project – SAFETEA LU Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) $1,024,000 subject to obligational authority limitation, or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

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

Any items of PROJECT COST or advance construction expenditure not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required from the REQUESTING PARTY for the PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein

provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less available Federal Funds as the PROJECT progresses.

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

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

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

9. The REQUESTING PARTY certifies that a) it is a person under 1995 PA 71 and is not aware of and has no reason to believe that the property is a facility as defined in MSA 13A.20101(1)(l); b) the REQUESTING PARTY further certifies that it has completed the tasks required by MCL 324.20126 (3)(h); MSA 13A.20126(3)(h); c) it conducted a visual inspection of property within the existing right of way on which construction is to be performed to determine if any hazardous substances were present; and at sites on which historically were located businesses that involved hazardous substances, it performed a reasonable investigation to determine whether hazardous substances exist. This reasonable investigation should include, at a minimum, contact with local, state and federal environmental agencies to determine if the site has been identified as, or potentially as, a site containing hazardous substances; d) it did not cause or contribute to the release or threat of release of any hazardous substance found within the PROJECT limits.

The REQUESTING PARTY also certifies that, in addition to reporting the presence of any hazardous substances to the Department of Environmental Quality, it has advised the DEPARTMENT of the presence of any and all hazardous substances which the REQUESTING PARTY found within the PROJECT limits, as a result of performing the investigation and visual inspection required herein. The REQUESTING PARTY also certifies that it has been unable to identify any entity who may be liable for the cost of remediation. As a result, the REQUESTING PARTY has included all estimated costs of remediation of such hazardous substances in its estimated cost of construction of the PROJECT.

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Department of Environmental Quality, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The

REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

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

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

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

The providing of recommendations or advice by the DEPARTMENT and its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402, MSA 3.996(102).

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT and its agents is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402; MSA 3.996(102). Exclusive jurisdiction of such highway for the purposes of MCL 691.1402; MSA 3.996(102) rest with the REQUESTING PARTY and other local agencies having respective jurisdiction.

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

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

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

17. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current standard specifications for construction, and to:

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

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

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

18. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF ROSEVILLE

By_____
Title:

By_____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
Department Director MDOT

LWCS
REVIEWED
6-22-09
CONTRACT/ADMIN

FORM APPROVED
6/23/09
ASSISTANT
ATTORNEY
GENERAL

June 19, 2009

EXHIBIT I

CONTROL SECTION	HPSL 50458
JOB NUMBER	106979
PROJECT	HPSL 0950(039)

ESTIMATED COST

CONTRACTED WORK

	PART A	PART B	TOTAL
Estimated Cost	$1,548,000	$2,600	$1,550,600

COST PARTICIPATION

Grand Total Estimated Cost	$1,548,000	$2,600	$1,550,600
Less Federal High Priority Project – SAFETEA LU Funds*	$ 921,498	$ -0-	$ 921,498
BALANCE (REQUESTING PARTY'S SHARE)	$ 626,502	$2,600	$ 629,102

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

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

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

1. Engineering

   a. FAPG (6012.1): Preliminary Engineering

   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts

   c. FAPG (23 CFR 635A): Contract Procedures

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

2. Construction

   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims

   b. FAPG (23 CFR 140B): Construction Engineering Costs

   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies

   d. FAPG (23 CFR 635A): Contract Procedures

   e. FAPG (23 CFR 635B): Force Account Construction

   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

   g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

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

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

3. Modification Or Construction Of Railroad Facilities

a. FAPG (23 CFR 140I): Reimbursement for Railroad Work

b. FAPG (23 CFR 646B): Railroad Highway Projects

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

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

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

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

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

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

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

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

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by twenty percent (20%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

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

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

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

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

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than $25,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

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

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

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

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

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

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

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

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

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

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

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

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

   Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate arrangements to conveniently and

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

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

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, P.L. 98-502.

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

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

The agency shall submit two copies of:

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

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

b. Agencies expending less than $300,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Transportation
Bureau of Highways Technical Services
425 W. Ottawa, P.O. Box 30050
Lansing, MI 48909

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

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

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

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

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

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

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

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

B. Payment of Contracted and DEPARTMENT Costs:

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

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

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

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

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

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

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

   d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

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

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

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

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

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

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

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

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

Memorandum

TO: Stephen Truman, City Manager

FROM: Peter Provenzano, Assistant City Manager/Controller [redacted]

DATE: July 9, 2009

RE: **Kathy Street Pavement Reconstruction**
AEW Project # 0100-0391

Bid Due: July 1, 2009; 11:30 A.M., Local Time
Present at Opening: Paul VanDamme, Purchasing Assistant
Jill Cross, Administrative Assistant
Steven Wietecha, Engineering
Reps from: Florence Cement Co., Tiseo Bros.

Specifications were written for the **Kathy Street Pavement Reconstruction**, AEW #0100-0391, by the Engineering Department. Bid quotations were received from three (3) companies. Bids were read and reviewed by AEW Engineering.

The low bidder meeting specifications was submitted by Tiseo Brothers in the amount of $231,430.50. AEW has worked with Tiseo Brothers on similar projects within the City and nearby communities in a satisfactory manner.

Therefore, based on the recommendation from AEW Engineering, it is recommended the low bid from **Tiseo Brothers Inc.** be accepted in the amount of **$231,430.50.**

If additional information is required, please contact my office.

/jc

ANDERSON, ECKSTEIN AND WESTRICK, INC.
51301 Schoenherr Road, Shelby Township, Michigan 48315
Civil Engineers • Surveyors • Architects 586-726-1234

July 9, 2009

Mr. Stephen Truman, City Manager
City of Roseville
29777 Gratiot Avenue
Roseville, Michigan 48066

Reference: Kathy Street Pavement Reconstruction
City of Roseville
AEW Project No. 0100-0391

Dear Mr. Truman:

On Wednesday, July 1, three (3) bids were received for the project referenced above. Our office has checked the bid tabulation and a copy is attached for your use. The low bidder is Tiseo Brothers, Inc. with a total bid amount of $231,430.50.

Tiseo Brothers has completed similar projects in the City of Roseville and in nearby communities and they have performed satisfactorily.

Based on our experience, availability of funds and bids submitted, we recommend the contract for **Kathy Street Pavement Reconstruction** be awarded to **Tiseo Brothers, Inc.,** 68660 Hillside, Washington Twp., MI 48095 in the amount of **$231,430.50**.

If you have any questions or need additional information, please advise.

Sincerely,

ANDERSON, ECKSTEIN AND WESTRICK, INC.

[redacted]

Scott Lockwood, PE

Enclosure

cc: Gary Bierl, Department of Public Works
Paul VanDamme, Purchasing
Steve Wietecha, Engineering

O:\0100\0100-0391\Letters\recaward.docx

ANDERSON ECKSTEIN & WESTRICK
51301 SCHOENHERR ROAD
SHELBY TOWNSHIP, MICHIGAN 48315

BID TABULATION

AEW PROJECT NO.
0100-0391

* Project: **Kathy Street Pavement Reconstruction**

* Owner: **City of Roseville**
* Bid Date: July 1, 2009
* File O/0100/0100-0391/INSP/BIDTAB.XLS

*Corrected by Engineer

NO.	WORK ITEM	QUANTITY	UNIT	Tiseo Brothers, Inc. 68660 Hillside Washington Twp., MI. 48095 586-752-2217 UNIT PRICE	AMOUNT	Florence Cement Company 12798 23 Mile Rd. Shelby Twp., MI. 48315 586-997-2666 UNIT PRICE	AMOUNT	Century Cement Co. Inc. 12600 Sibley Rd. Riverview, MI. 48193 734-284-8770 UNIT PRICE	AMOUNT
1.	Bonds, Insurance and Initial Setup (3% Max.)	1.00	LS	5,000.00	5,000.00	7,000.00	7,000.00	8,000.00	8,000.00
2.	Audio Visual Record of the Construction Influence Area	1.00	LS	1,200.00	1,200.00	975.00	975.00	1,200.00	1,200.00
3.	Pavt, Rem	3,280.00	SY	4.25	13,940.00	6.00	19,680.00	8.00	26,240.00
4.	Driveway, Conc, Rem	292.00	SY	4.25	1,241.00	4.00	1,168.00	8.00	2,336.00
5.	Sidewalk, Rem	1,132.00	SF	0.50	566.00	1.00	1,132.00	1.00	1,132.00
6.	Dr Structure, Rem	2.00	EA	250.00	500.00	140.00	280.00	300.00	600.00
7.	Sewer, Rem, Less than 24 inch	5.00	FT	25.00	125.00	7.00	35.00	15.00	75.00
8.	Sanitary Lead Repair, 6 inch	40.00	FT	45.00	1,800.00	30.00	1,200.00	80.00	3,200.00
9.	Sewer,Cl IV, 12 inch, Tr Det B	221.00	FT	36.00	7,956.00	33.00	7,293.00	50.00	11,050.00
10.	Dr Structure, Tap, 6 inch	12.00	EA	100.00	1,200.00	100.00	1,200.00	150.00	1,800.00
11.	Dr Structure, Tap, 12 inch	1.00	EA	200.00	200.00	240.00	240.00	300.00	300.00
12.	Dr Structure, 24 inch dia	1.00	EA	900.00	900.00	1,000.00	1,000.00	1,000.00	1,000.00
13.	Dr Structure, 48 inch dia	5.00	EA	1,200.00	6,000.00	1,500.00	7,500.00	1,400.00	7,000.00
14.	Dr Structure Trap, 6 inch	4.00	EA	250.00	1,000.00	325.00	1,300.00	400.00	1,600.00
15.	Underdrain, Subgrade, 6 inch	2,030.00	FT	5.50	11,165.00	5.00	10,150.00	11.00	22,330.00
16.	Subgrade Undercutting, Modified	50.00	CY	30.00	1,500.00	34.00	1,700.00	30.00	1,500.00
17.	External Structure Wrap	16.00	EA	300.00	4,800.00	240.00	3,840.00	350.00	5,600.00
18.	Dr Structure Cover, Adj, Modified	10.00	EA	200.00	2,000.00	125.00	1,250.00	300.00	3,000.00
19.	Dr Structure, Adj, Add Depth, Modified	10.00	FT	155.00	1,550.00	200.00	2,000.00	100.00	1,000.00
20.	Gate Well Cover, Adj, Modified	1.00	EA	200.00	200.00	120.00	120.00	300.00	300.00
21.	Dr Structure Cover	5,250.00	LBS	1.00	5,250.00	1.20	6,300.00	1.20	6,300.00
22.	Station Grading	1,015.00	FT	9.00	9,135.00	18.00	18,270.00	20.00	20,300.00
23.	Aggregate Base, 6 inch, Modified	3,600.00	SY	4.50	16,200.00	5.00	18,000.00	6.50	23,400.00
24.	Conc Pavt with Integral Curb, Nonreinf, 8 inch	3,280.00	SY	27.50	90,200.00	24.00	78,720.00	30.00	98,400.00
25.	Driveway, Nonreinf Conc, 6 inch	330.00	SY	28.00	9,240.00	38.00	12,540.00	32.00	10,560.00
26.	Misc Excavation, Earth	20.00	CY	10.00	200.00	12.00	240.00	10.00	200.00
27.	Granular Material, Cl II	22.00	CY	15.00	330.00	14.00	308.00	15.00	330.00
28.	Sidewalk, Conc, 4 inch	200.00	SF	2.60	520.00	5.00	1,000.00	3.00	600.00
29.	Sidewalk, Conc, 4 inch, Modified	600.00	SF	4.75	2,850.00	6.00	3,600.00	3.00	1,800.00
30.	Sidewalk, Conc, 6 inch	125.00	SF	3.00	375.00	5.00	625.00	3.50	437.50
31.	Sidewalk Ramp, ADA, 8 inch	205.00	SF	6.50	1,332.50	14.00	2,870.00	6.00	1,230.00
32.	Maintenance Aggregate, 21AA	100.00	Ton	10.00	1,000.00	11.00	1,100.00	1.00	100.00
33.	Erosion Control, Inlet Filter	11.00	EA	50.00	550.00	50.00	550.00	75.00	825.00
34.	Trench Undercut and Backfill	25.00	CY	25.00	625.00	31.00	775.00	10.00	250.00
35.	Barricade, Type III, High Intensity, Lighted, Furn	10.00	EA	75.00	750.00	75.00	750.00	100.00	1,000.00
36.	Barricade, Type III, High Intensity, Lighted, Oper	10.00	EA	10.00	100.00	0.01	0.10	1.00	10.00
37.	Plastic Drum, High Intensity, Lighted, Furn	50.00	EA	22.50	1,125.00	22.50	1,125.00	25.00	1,250.00
38.	Plastic Drum, High Intensity, Lighted, Oper	50.00	EA	1.00	50.00	0.01	0.50	1.00	50.00
39.	Sign, Type B, Temp, Furn	500.00	SF	5.00	2,500.00	5.00	2,500.00	5.00	2,500.00
40.	Sign, Type B, Temp, Oper	500.00	SF	1.00	500.00	0.25	125.00	0.01	5.00
41.	ARRA Sign Type A, Temp, Prismatic, Furn	50.00	SF	15.00	750.00	15.00	750.00	15.00	750.00
42.	ARRA Sign Type A, Temp, Prismatic, Oper	50.00	SF	5.00	250.00	5.00	250.00	1.00	50.00
43.	ARRA Sign Type B, Temp, Prismatic, Furn	50.00	SF	15.00	750.00	15.00	750.00	15.00	750.00
44.	ARRA Sign Type B, Temp, Prismatic, Oper	50.00	SF	5.00	250.00	5.00	250.00	1.00	50.00
45.	Topsoil Surface, Furn, 3 inch	1,630.00	SY	1.00	1,630.00	1.50	2,445.00	3.00	4,890.00
46.	Sodding	1,630.00	SY	2.50	4,075.00	1.50	2,445.00	3.00	4,890.00
47.	Water, Sodding / Seeding	50.00	UNIT	25.00	1,250.00	25.00	1,250.00	25.00	1,250.00
48.	Observation of Material and Work to be Performed (Crew Days)	560.00	$/DAY	30.00	16,800.00	27.00	15,120.00	35.00	19,600.00
	TOTAL OF ALL BID PRICES:				**231,430.50**		**241,721.60**		**301,040.50**