CITY OF OWOSSO REGULAR MEETING OF THE CITY COUNCIL MONDAY, MARCH 05, 2018 7:30 P.M.

Meeting to be held at City Hall 301 West Main Street

AGENDA

OPENING PRAYER:
PLEDGE OF ALLEGIANCE:
ROLL CALL:
APPROVAL OF THE AGENDA:

APPROVAL OF THE MINUTES OF REGULAR MEETING OF FEBRUARY 20, 2018:

ADDRESSING THE CITY COUNCIL

- 1. Your comments shall be made during times set aside for that purpose.
- 2. Stand or raise a hand to indicate that you wish to speak.
- 3. When recognized, give your name and address and direct your comments and/or questions to any City official in attendance.
- 4. Each person wishing to address the City Council and/or attending officials shall be afforded one opportunity of up to four (4) minutes duration during the first occasion for citizen comments and questions. Each person shall also be afforded one opportunity of up to three (3) minutes duration during the last occasion provided for citizen comments and questions and one opportunity of up to three (3) minutes duration during each public hearing. Comments made during public hearings shall be relevant to the subject for which the public hearings are held.
- 5. In addition to the opportunities described above, a citizen may respond to questions posed to him or her by the Mayor or members of the Council, provided members have been granted the floor to pose such questions.

PROCLAMATIONS / SPECIAL PRESENTATIONS

1. <u>Proclamation of Appreciation – Sallysue Gale</u>. A Mayoral Proclamation recognizing long-time Board of Review member Sallysue Gale for her many years of service to the City of Owosso.

PUBLIC HEARINGS

- 1. <u>Special Assessment District No. 2018-02</u>. Conduct a public hearing to receive citizen comment regarding Resolution No. 3 for proposed Special Assessment District No. 2018-02 for Hanover Street from Harding Avenue to the north end for street resurfacing.
- 2. <u>Special Assessment District No. 2018-03</u>. Conduct a public hearing to receive citizen comment regarding Resolution No. 3 for proposed Special Assessment District No. 2018-03 for Harding Avenue from Chipman Street to Hanover Street for street resurfacing.

CITIZEN COMMENTS AND QUESTIONS

CITY MANAGER REPORT

CONSENT AGENDA

- Special Assessment District No. 2018-09. Authorize Resolution No. 2 setting a public hearing for Monday, March 19, 2018 for proposed Special Assessment District No. 2018-09 for the Industrial Park Connector Improvement Project for street resurfacing/ reconstruction.
- 2. Contract Amendment Addendum No. 1 2017 Tall Grass Mowing Program. Authorize Addendum No. 1 to the 2017 Tall Grass Mowing Program Contract with J&M Tree Service a.k.a. Forrest M. Spitzer for mowing of private properties in violation of the weed ordinance and for certain city-owned properties extending the contract through the 2018 mowing season in the amount of \$24,300.00, approving a contingency of \$2,500.00 to be utilized only upon written approval, and further authorizing payment up to the addendum amount plus the contingency.
- 3. Professional Services Agreement Addendum No. 1 Professional Engineering Services Contract with Eng., Inc. Approve Addendum No. 1 to the Professional Engineering Services Contract with Eng., Inc. for engineering design and construction administration services for the South Washington Street Reconstruction Project in the amount of \$104,392.50 and further authorize payment to the engineer upon satisfactory completion of the work or portion thereof.
- 4. Professional Services Agreement Downtown Façade Improvements. Authorize professional services agreement with H2A Architects, Inc. for design related services for the facade improvement projects at 114 West Main Street, 114 North Washington Street, 115 North Washington Street, 116 North Washington Street, and 216 West Main Street (front & rear facades) as a part of the downtown façade grant, in an amount not to exceed \$60,600.00 and authorize commitment of \$30,300.00 as the City's match, the remaining balance to be paid by the individual property owners.

ITEMS OF BUSINESS

None.

COMMUNICATIONS

1. Zoning Board of Appeals. Minutes of February 20, 2018.

CITIZEN COMMENTS AND QUESTIONS

NEXT MEETING

Monday, March 19, 2018

BOARDS AND COMMISSIONS OPENINGS

Building Board of Appeals - term expires June 30, 2019 Building Board of Appeals - Alternate - term expires June 30, 2018 Historical Commission - term expires December 31, 2020

ADJOURNMENT

The City of Owosso will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon seventy-two (72) hours notice to the City of Owosso. Individuals

with disabilities requiring auxiliary aids or services should contact the City of Owosso by writing, calling, or emailing the following: Owosso City Clerk's Office, 301 West Main Street, Owosso, MI 48867; Phone: (989) 725-0500; Email: city.clerk@ci.owosso.mi.us. The City of Owosso Website address is www.ci.owosso.mi.us.

CITY OF OWOSSO REGULAR MEETING OF THE CITY COUNCIL MINUTES OF FEBRUARY 20, 2018 7:30 P.M.

PRESIDING OFFICER: MAYOR CHRISTOPHER T. EVELETH

PLEDGE OF ALLEGIANCE: LEADERSHIP SHIAWASSEE ATTENDEES

PRESENT: Mayor Christopher T. Eveleth, Mayor Pro-Tem Susan J. Osika,

Councilmembers Loreen F. Bailey, Burton D. Fox, Elaine M. Greenway,

Daniel A. Law, and Robert J. Teich, Jr.

ABSENT: None.

<u>APPROVE AGENDA</u>

Motion by Councilmember Bailey to approve the agenda with the following additions:

CONSENT AGENDA – ADDITION

7. <u>Boards and Commissions Appointments</u>. Approve the following Mayoral boards and commissions appointments:

Name	Board/Commission	Term Expires
Ron Dankert	Board of Review filling unexpired term of S. Gale	12-31-2019
Debbie Gilbert	Historical Commission filling unexpired term of N. Terek	12-31-2019
Dave Acton	Historical Commission filling unexpired term of T. Peltier	12-31-2018
Tara Jenkins	Planning Commission filling unexpired term of M. Collison	06-30-2019

COMMUNICATIONS - ADDITION

11. Michelle Collison, Planning Commission. Letter of Resignation.

Motion supported by Mayor Pro-Tem Osika and concurred in by unanimous vote.

APPROVAL OF THE MINUTES OF REGULAR MEETING OF FEBRUARY 5, 2018

Motion by Councilmember Bailey to approve the Minutes of the Regular Meeting of February 5, 2018 as presented.

Motion supported by Mayor Pro-Tem Osika and concurred in by unanimous vote.

PROCLAMATIONS / SPECIAL PRESENTATIONS

None.

PUBLIC HEARINGS

Special Assessment District No. 2018-01 Oliver Street from Oak to Gould

City Manager Donald D. Crawford indicated this is the second public hearing for Phase 2 of the Oliver Street reconstruction project the purpose of which is to debate whether the cost for the project has been spread equally among those affected by the project.

A public hearing was conducted to receive citizen comment regarding authorization of Resolution No. 5 for Special Assessment District No. 2018-01 for Oliver Street from Oak Street to Gould Street for reconstruction.

The following person commented regarding the proposed amendment:

Corin Sandlin, 514 E. Oliver Street, via email, objected to the large assessment proposed for her property saying property taxes should pay for the upkeep of roads.

There were no further citizen comments.

Councilmember Fox inquired how the school property had been determined to be commercial. Utilities Director Glenn M. Chinavare that bus traffic and the volume of vehicles qualified the school as a commercial property.

Motion by Councilmember Fox that the following resolution be adopted:

RESOLUTION NO. 19-2018

DISTRICT NO. 2018-01 OLIVER STREET FROM OAK STREET TO GOULD STREET SPECIAL ASSESSMENT RESOLUTION NO. 5

WHEREAS, the City Council has met, after due and legal notice, and reviewed the special assessment roll prepared for the purpose of defraying the special assessment district's share of the following described public improvement:

Oliver Street from Oak Street to Gould Street Street Reconstruction

and

WHEREAS, all interested parties were heard and after carefully reviewing said special assessment roll the Council deems said special assessment roll to be fair, just and equitable and that each of the assessments contained thereon results in the special assessment being in accordance with the benefits to be derived by the parcel of land assessed.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. Said special assessment roll as prepared by the City Assessor in the amount of \$111,326.36 is hereby confirmed and shall be known as Special Assessment Roll No. 2018-01.
- Said special assessment roll shall be divided into ten installments, the first of which shall be due and payable on September 1, 2018, and the subsequent installments shall be due on September 1st of each and every year thereafter. Payment of the amount of the special assessment may be made in full without interest or penalty by November 1, 2018.

- 3. The installments of the special assessment rolls shall bear interest at the rate of 6% per annum; provided, however, if the bonds are issued in anticipation of said special assessments, then such unpaid special assessment shall bear interest at a rate of interest equal to 1% above the average rate of interest borne by said bonds. Such interest shall commence on September 1, 2018 and shall be paid annually on each installment due date.
- 4. Said special assessment roll shall be placed on file in the office of the City Clerk who shall attach her warrant to a certified copy thereof within ten (10) days commanding the Assessor to spread the various sums shown thereon as directed by the City Council.

Motion supported by Councilmember Bailey.

Roll Call Vote.

AYES: Councilmember Fox, Mayor Pro-Tem Osika, Councilmembers Teich, Greenway, Bailey,

Law, and Mayor Eveleth.

NAYS: None.

Special Assessment District No. 2018-05 Olmstead Street from West to Chipman

City Manager Crawford noted that this proposed project involved simply resurfacing and no grant monies were involved.

A public hearing was conducted to receive citizen comment regarding Resolution No. 3 for proposed Special Assessment District No. 2018-05 for Olmstead Street from West Street to Chipman Street for street resurfacing.

The following people commented regarding the proposed project:

Thomas and Gail Schultz, 1440 Olmstead Street, via email, voiced their support for the project.

Ellen Myers, 1311 Olmstead Street, via telephone, expressed her objection to the special assessment procedure and the estimated amount of her assessment. She further indicated she felt the street does not require any improvement.

Kim Ariss, 1427 Olmstead Street, said the street seems to be in good shape and she didn't think it needed to be resurfaced.

Kelly Jackson, 1409 Olmstead Street, also said she felt the street did not need to be resurfaced. She inquired how streets are selected for maintenance, whether residents could stop the project, and if banks pay the assessment for homes that are abandoned.

Mayor Eveleth noted that the assessments for bank-owned properties are paid for by the banks, not other residents.

Jennifer Rodriguez, owner of 1408 Olmstead Street, asked for details on the deferments that are available and the lien that will be placed on her home. She also asked if the street was being resurfaced because new sewer lines were going to be put in.

City Manager Crawford explained that special assessment liens are unique and do not function like mortgage liens. He indicated that residents requesting a deferment must meet income requirements and allow a lien to be placed on the home until it is sold at some point in the future.

He went on to explain that all the streets in the City were analyzed and rated and mid-grade streets were targeted for maintenance. In this case Olmstead Street has a good base but the surface is starting to deteriorate. Resurfacing such streets early in their deterioration prevents the need to reconstruct the entire street a few years down the road.

Mayor Eveleth defended the choice likening resurfacing the street to repairing one's roof, which is much less expensive than completely replacing the roof. He added that the Council was trying to do some of the less expensive projects so the road bond money could be stretched as far as possible.

Motion by Councilmember Teich that the following resolution be adopted:

RESOLUTION NO. 20-2018

OLMSTEAD STREET FROM WEST STREET TO CHIPMAN STREET SPECIAL ASSESSMENT RESOLUTION NO. 3

WHEREAS, the City Council, after due and legal notice, has met and heard all persons to be affected by the proposed public improvement more particularly hereinafter described; and

WHEREAS, the City Council deems it advisable and necessary to proceed with said public improvement as more particularly hereinafter described.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby determines to make and proceed with the following described public improvement and to defray a part or the whole cost, as more particularly hereinafter provided, by special assessment upon the property specially benefited:

OLMSTEAD STREET FROM WEST STREET TO CHIPMAN STREET STREET RESURFACING

- 2. The City Council hereby approves the plans for the aforesaid public improvement as prepared and presented by the City Manager and determines the estimated cost of said public improvement to be \$357,189.80 and approves said estimated cost and determines that the estimated life of said public improvement is twenty (20) years.
- The City Council determines that of said total estimated cost, the sum of \$62,525.58 be paid by special assessment upon the property specially benefited, as more particularly hereinafter described.
- 4. The City Council hereby designates the following described property as the special assessment district upon which the special assessment shall be levied:
 - Olmstead Street from West Street to Chipman Street Street Resurfacing
- 5. The City Assessor shall prepare a special assessment roll including all lots and parcels of land within the special assessment district herein designated, and the Assessor shall assess to each such lot or parcel of land such relative portion of the whole sum to be levied against all lands in the special assessment district as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.

When the Assessor shall have completed the assessment roll, he shall file the special assessment roll with the City Clerk for presentation to the City Council.

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Motion supported by Councilmember Fox.

Roll Call Vote.

AYES: Councilmembers Greenway, Bailey, Teich, Law, Fox, Mayor Pro-Tem Osika, and Mayor

Eveleth.

NAYS: None.

CITIZEN COMMENTS AND QUESTIONS

Tom Manke, Owosso Township resident, wondered why streets in very poor shape on the south side of town were not being maintained but streets on the north side with little visible deterioration were being scheduled for resurfacing. It was explained that projects were chosen based on research data and every effort was made to ensure that all parts of town were treated equally.

Eddie Urban, 601 Glenwood Avenue, commented on the trouble he has with the sidewalk in front of his house.

Kim Ariss, 1427 Olmstead Street, inquired whether any of the work planned for Olmstead Street would help with the drainage issues in the area. Utilities Director Chinavare explained that they were looking into the drainage issues in the area currently.

Jennifer Rodriguez, owner of 1408 Olmstead Street, inquired whether she could get a transcript of the meeting. It was noted that an audio recording and minutes of the meeting will be available on the website.

Mayor Pro-Tem Osika welcomed members of the civics classes at Owosso High School to the meeting.

CITY MANAGER REPORT

City Manager Crawford indicated he had nothing to report at this time.

CONSENT AGENDA

Motion by Councilmember Bailey to approve the Consent Agenda as follows:

<u>Special Assessment District No. 2018-02</u>. Authorize Resolution No. 2 setting a public hearing for Monday, March 5, 2018 for proposed Special Assessment District No. 2018-02 for Hanover Street from Harding Avenue to the North end of street for street resurfacing as follows:

RESOLUTION NO. 21-2018

HANOVER STREET FROM HARDING AVENUE TO THE NORTH END SPECIAL ASSESSMENT RESOLUTION NO. 2

WHEREAS, the City Council, after due and legal notice, has met and heard all persons to be affected by the proposed public improvement more particularly hereinafter described; and

WHEREAS, the City Council deems it advisable and necessary to proceed with said public improvement as more particularly hereinafter described.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby determines to make and proceed with the following described public improvement and to defray a part or the whole cost, as more particularly hereinafter provided, by special assessment upon the property specially benefited:

HANOVER STREET FROM HARDING AVENUE TO THE NORTH END STREET RESURFACING

- 2. The City Council hereby approves the plans for the aforesaid public improvement as prepared and presented by the City Manager and determines the estimated cost of said public improvement to be \$273,059.50 and approves said estimated cost and determines that the estimated life of said public improvement is twenty (20) years.
- 3. The City Council determines that of said total estimated cost, the sum of \$75,651.44 be paid by special assessment upon the property specially benefited, as more particularly hereinafter described, and that the sum of \$194,408.06 of said total estimated cost shall be the obligation of the City at large because of benefit to the City at large.
- 4. The City Council hereby designates the following described property as the special assessment district upon which the special assessment shall be levied:
 - Hanover Street from Harding Avenue to the north end Street Resurfacing
- 5. The City Assessor shall prepare a special assessment roll including all lots and parcels of land within the special assessment district herein designated, and the Assessor shall assess to each such lot or parcel of land such relative portion of the whole sum to be levied against all lands in the special assessment district as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.
- 6. When the Assessor shall have completed the assessment roll, he shall file the special assessment roll with the City Clerk for presentation to the City Council.

<u>Special Assessment District No. 2018-03</u>. Authorize Resolution No. 2 setting a public hearing for Monday, March 5, 2018 for proposed Special Assessment District No. 2018-03 for Harding Avenue from Chipman Street to Hanover Street for street resurfacing as detailed below:

RESOLUTION NO. 22-2018

HARDING AVENUE FROM CHIPMAN STREET TO HANOVER STREET SPECIAL ASSESSMENT RESOLUTION NO. 2

WHEREAS, the City Council, after due and legal notice, has met and heard all persons to be affected by the proposed public improvement more particularly hereinafter described; and

WHEREAS, the City Council deems it advisable and necessary to proceed with said public improvement as more particularly hereinafter described.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby determines to make and proceed with the following described public improvement and to defray a part or the whole cost, as more particularly hereinafter provided, by special assessment upon the property specially benefited:

HARDING AVENUE FROM CHIPMAN STREET TO HANOVER STREET STREET RESURFACING

- 2. The City Council hereby approves the plans for the aforesaid public improvement as prepared and presented by the City Manager and determines the estimated cost of said public improvement to be \$236,251.30 and approves said estimated cost and determines that the estimated life of said public improvement is twenty (20) years.
- 3. The City Council determines that of said total estimated cost, the sum of \$52,804.45 be paid by special assessment upon the property specially benefited, as more particularly hereinafter described, and that the sum of \$183,446.85 of said total estimated cost shall be the obligation of the City at large because of benefit to the City at large.
- 4. The City Council hereby designates the following described property as the special assessment district upon which the special assessment shall be levied:

Harding Avenue from Chipman Street to Hanover Street Street Resurfacing

- 5. The City Assessor shall prepare a special assessment roll including all lots and parcels of land within the special assessment district herein designated, and the Assessor shall assess to each such lot or parcel of land such relative portion of the whole sum to be levied against all lands in the special assessment district as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.
- 6. When the Assessor shall have completed the assessment roll, he shall file the special assessment roll with the City Clerk for presentation to the City Council.

Contract Amendment No. 3 – 2018 Street Program Engineering Services Contract. Approve Amendment No. 3 to the 2018 Street Program Engineering Services Contract with Fleis & Vandenbrink Engineering, Inc. adding \$7,000 for AutoCAD and Civil 3D training and authorizing payment to the contractor upon satisfactory completion of the work or a portion thereof as shown below:

RESOLUTION NO. 23-2018

AUTHORIZING AMENDMENT NO. 3 TO THE 2018 STREET PROGRAM ENGINEERING SERVICES CONTRACT WITH FLEIS & VANDENBRINK ENGINEERING, INC. FOR ADDITIONAL ENGINEERING SERVICES

WHEREAS, the City of Owosso, Shiawassee County, Michigan, approved a Contract with Fleis & Vandenbrink Engineering Inc. on July 3, 2017 for Engineering Survey and Design Services for the 2018 Street Program in the amount of \$251,000.00; and

WHEREAS, on November 6, 2017, City Council approved Amendments No's. 1 and 2 to the Contract with Fleis & Vandenbrink Engineering, Inc. for additional engineering services making the current Contract amount \$288,500.00; and

WHEREAS, the city requests additional services of the consultant to provide AutoCAD and Civil 3D drafting training to city staff, that is beyond the original contractual scope of services.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

FIRST: The city of Owosso has theretofore determined that it is advisable, necessary and in the public interest to amend the contract with Fleis & Vandenbrink Engineering Inc. for a cost

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to the city of Owosso of \$5,200.00 for AutoCAD and Civil 3D training of city staff as outlined within its proposal, plus additional training services as required in the amount of \$1,800.00 through December 31, 2018.

THIRD: The mayor and city clerk are requested and authorized to sign Contract Amendment No.

3 to the Contract between the City of Owosso, Michigan and Fleis & Vandenbrink

Engineering, Inc.

FOURTH: The Accounts Payable department is authorized to make payment up to the amended

amount of \$295,500.00 to Fleis & Vandenbrink Engineering, Inc. upon successful

completion of stated work.

FIFTH: The above expenses shall be paid from the Major Street Construction Account

No. 202-451-818.000.

<u>Emergency Repair Authorization – Fire Engine 1.</u> Approve emergency repair of brakes and springs on Owosso Fire Engine 1 and authorize payment of \$13,275.00 to Front Line Services Inc. for work performed as follows:

RESOLUTION NO. 24-2018

AUTHORIZING PAYMENT TO FRONT LINE SERVICES INC. FOR EMERGENCY REPAIR OF OWOSSO FIRE DEPARTMENT ENGINE 1

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has a fire department vehicle, Engine 1, that required an emergency repair of the vehicle, and

WHEREAS, the City directed Front Line Services Inc., to proceed and make the emergency repair, which subsequently totaled \$13,275.00, and

WHEREAS, the Public Safety Chief has reviewed the detailed billing from Front Line Services Inc. for the cost of the repair and recommends payment in the amount of \$13,275.00 for the work that was satisfactorily completed.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

FIRST: The City of Owosso has heretofore determined that it was necessary and in the public

interest to contract with Front Line Services, Inc. for emergency repairs to Owosso Fire

Department Engine 1.

SECOND: The accounts payable department is authorized to submit payment to Front Line Services

Inc. in the amount of \$13,275.00 for said repairs.

THIRD: The above expenses shall be paid from the Fire Department vehicle repair fund.

<u>Purchase Authorization – DPW Mobile Radio System</u>. Waive the competitive bid process and authorize the purchase of 35 Motorola mobile radio units, 3 portable radio units, one control station and installation services from Pro-Comm, Inc. in the amount of \$23,652.00 per the terms of State of Michigan Contract No. 071B2200101, and approve payment to named vendor upon satisfactory receipt and installation of said equipment as detailed:

RESOLUTION NO. 25-2018

AUTHORIZING PURCHASE AGREEMENT TO PRO-COMM, INC. OF MOUNT PLEASANT, MICHIGAN FOR PROCUREMENT OF MOBILE RADIO EQUIPMENT AND INSTALLATION SERVICES FOR USE IN PUBLIC WORKS FLEET MOTOR POOL VEHICLES

WHEREAS, the City of Owosso, Shiawassee County, Michigan, has budgeted from the Public Works Replacement Fund for the procurement and installation of Motorola mobile radio units for DPW vehicles, and

WHEREAS, the existing Department of Public Works fleet motor pool vehicles do not have mobile radio communications, and the Director of Public Services & Utilities has determined the need to procure the Motorola mobile radio units from Pro-Comm Inc., utilizing the State of Michigan MiDeal Contract No. 071B2200101in the amount of \$23,652.00; and

WHEREAS, the City Public Services Director has reviewed the equipment on the State of Michigan Contract, and the proposal provided by Pro-Comm, Inc. for installation services, and recommends authorizing a purchase agreement between the city of Owosso and Pro-Comm, Inc. for the purchase of Motorola radio equipment, accessory hardware, and installation services.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

FIRST: The city of Owosso has heretofore determined that it is advisable, necessary and in the

public interest to contract with Pro-Comm, Inc. of Mount Pleasant, Michigan for the purchase of 35 Motorola mobile radio units, 3 portable Motorola radio units, one control station, accessory hardware, and installation services for use at the Department of Public

Works.

SECOND: The accounts payable department is authorized to submit payment to Pro-Comm, Inc. in

an amount not to exceed \$23,652.00.

THIRD: The above expenses shall be paid from account no. 661-901-979.000.

Warrant No. 555. Authorize Warrant No. 555 as follows:

Vendor	Description	Fund	Amount
Michigan Municipal League Workers' Compensation Fund	Workers' compensation insurance 4 of 4 FY 17/18	Various	\$19,162.00
William C. Brown, PC	Professional services 1/9/18-2/12/18	General	10,261.68

<u>Boards and Commissions Appointments</u>. (This item was added to the agenda.) Approve the following Mayoral boards and commissions appointments:

Name	Board/Commission	Term Expires
Ron Dankert	Board of Review filling unexpired term of S. Gale	12-31-2019
Debbie Gilbert	Historical Commission filling unexpired term of N. Terek	12-31-2019
Dave Acton	Historical Commission filling unexpired term of T. Peltier	12-31-2018
Tara Jenkins	Planning Commission filling unexpired term of M. Collison	06-30-2019

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

AYES: Councilmembers Law, Fox, Mayor Pro-Tem Osika, Councilmembers Bailey, Greenway,

Teich, and Mayor Eveleth.

NAYS: None.

ITEMS OF BUSINESS

Special Assessment Policy Repeal

City Manager Crawford introduced the item saying that over the years different policies for special assessments had been discovered and State law requires that special assessments be determined solely by the benefit received by the affected parcels necessitating the repeal of those policies.

Motion by Councilmember Fox to approve the following resolution repealing all previous policies regulating the spread of special assessment rolls upon special assessment districts:

RESOLUTION NO. 26-2018

REPEALING ALL PRIOR CITY COUNCIL RESOLUTIONS REGARDING THE SPREADING OF SPECIAL ASSESSMENTS UNLESS A PART OF A SPECIFIC SPECIAL ASSESSMENT DISTRICT

WHEREAS, each special assessment project and district is unique; and

WHEREAS, it appears that from time-to-time the city council may have adopted resolutions of a general nature concerning the assignment of benefits; and

WHEREAS, these resolutions should be repealed to allow each special assessment roll to be spread in a fair and equitable manner according to the individual benefits of the corresponding project.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

FIRST: all prior resolutions establishing special assessment policy be repealed.

SECOND: all future special assessments be spread in accordance with Michigan law.

Motion supported by Councilmember Bailey.

Roll Call Vote.

AYES: Councilmembers Teich, Greenway, Law, Fox, Bailey, Mayor Pro-Tem Osika, and Mayor

Eveleth.

NAYS: None.

Contract Approval - City Manager

Motion by Councilmember Bailey to approve the contract with Nathan Henne for the City Manager position as detailed below:

RESOLUTION NO. 27-2018

AUTHORIZING EXECUTION OF AN AGREEMENT FOR THE EMPLOYMENT OF NATHANIEL R. HENNE AS CITY MANAGER

WHEREAS, the city of Owosso, Michigan has, through the adoption of a charter provision created the position of city manager;

WHEREAS, the employment of a municipal manager is a matter pertaining to the local government and affairs of the city of Owosso;

WHEREAS, the city of Owosso has authority, pursuant to the Sections 7.2 and 7.3 of the *Charter for the City of Owosso*, to appoint a city manager and enter into an employment agreement for a city manager;

WHEREAS, the city council hereby appoints Nathaniel R. Henne to serve as city manager; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of the city of Owosso to enter into an employment agreement.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OWOSSO, SHIAWASSEE COUNTY, MICHIGAN THAT:

FIRST: Nathaniel R. Henne be appointed as city manager for the city of Owosso and have those

powers and duties granted by the Charter for the City of Owosso.

SECOND: the mayor be authorized to execute for and on behalf of the city of Owosso an agreement

for the employment of a city manager. A copy of said agreement, marked Exhibit A, is

attached hereto and incorporated herein by reference.

THIRD: the city clerk be authorized and directed to attest to the signature of the mayor on said

agreement, and retain in the city clerk's office a fully executed original of said agreement

for public inspection.

Motion supported by Mayor Pro-Tem Osika.

Roll Call Vote.

AYES: Mayor Pro-Tem Osika, Councilmembers Teich, Law, Fox, Bailey, Greenway, and Mayor

Eveleth.

NAYS: None.

City Manager Crawford indicated that Mr. Henne plans to make April 2nd his first day with the City.

COMMUNICATIONS

- 1. <u>Larry D. Cook, City Assessor</u>. March Board of Review Assessment Changes.
- 2. Glenn M. Chinavare, Utilities Director. 2017 Lead & Copper Monitoring Results.
- 3. Karen K. Ruddy, Finance Director. January 2018 Finance Report
- 4. N. Bradley Hissong, Building Official. January 2018 Building Department Report.
- 5. N. Bradley Hissong Building Official. January 2018 Code Violations Report.
- 6. Kevin D. Lenkart, Public Safety Director. January 2018 Fire Report.
- 7. Historical Commission. Minutes of January 8, 2018.
- 8. Planning Commission. Minutes of January 22, 2018.

- 9. Parks & Recreation Commission. Minutes of January 24, 2018.
- 10. Downtown Development Authority/Main Street. Minutes of February 7, 2018.
- 11. <u>Michelle Collison, Planning Commission</u>. Letter of Resignation. (This item was added to the agenda.)

CITIZEN COMMENTS AND QUESTIONS

Eddie Urban, 601 Glenwood Avenue, commented on work he has been trying to have done on his home recently.

Mayor Eveleth welcomed new City Attorney Scott Gould to the dais.

Councilmember Fox distributed pictures of the flooding at Oakhill Cemetery showing the chapel under several feet of water highlighting his comments on the necessity of drainage work in the area.

Councilmember Bailey inquired whether the drainage district for the cemetery area would involve more than one jurisdiction. It was noted it would involve Caledonia Township, Owosso Township, and the City at the least.

NEXT MEETING

Monday, March 05, 2018

BOARDS AND COMMISSIONS OPENINGS

Building Board of Appeals - term expires June 30, 2019 Building Board of Appeals – Alternate - term expires June 30, 2018 Historical Commission – term expires December 31, 2020

ADJOURNMENT

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Motion supported by Mayor Pro-Tem Osika and concurred in by unanimous vote.

Christopher T. Eveleth, Mayor
Amy K. Kirkland, City Clerk

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MEMORANDUM

301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • WWW.CI.OWOSSO.MI.US

DATE: February 25, 2018

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services

SUBJECT: Hanover Street Resurfacing – Special Assessment Resolution No 3

When deemed necessary, the city conducts a street improvement program. Public streets are selected for inclusion in the program either by citizen initiated petition or by selection of the city. Hanover Street, from Harding Avenue to north end of street, is proposed by the city for street resurfacing. Property owners are then specially assessed to cover the cost of the proposed improvement. Past practice has been to assess property owners along the street 40% of the proposed benefit and the remaining 60% to the community at large. Each property owner can pay an assessment in one lump sum or in installments over the multi-year period (the period being determined by the amount of the average assessment).

The special assessment process has five steps, each having its own purpose and accompanying resolution.

Step One/Resolution No. 1 identifies the special assessment district(s), directs the city manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements. Resolution No. 1 for the proposed improvement was approved by City Council at its **September 18, 2017** meeting.

Step Two/Resolution No. 2 sets the date for the hearing of necessity on the projects. It directs notices to be sent to each affected property owner detailing the proposed project, notifying them of the public hearing date, and the estimated amount of their assessment. Resolution No. 2 for the proposed improvement was approved by City Council at its **February 20, 2018** meeting.

Step Three/Resolution No. 3 documents the hearing of necessity. This hearing provides affected residents with the opportunity to comment on whether they feel the project is necessary and of the proper scale. After hearing citizen comment on the project the city council has three options: if they agree that the project should proceed as proposed, the district is established and staff is directed to go on with the next steps of the proposed project, including obtaining bids; if they feel the project should go forward, but with some adjustments they may direct staff to make those adjustments and proceed; if they feel the project is not warranted and should not proceed at all they would simply fail to act on Resolution No. 3, effectively stopping the process. Resolution No. 3 for the proposed improvement is scheduled for approval by City Council at its **March 5, 2018** meeting.

Step Four/Resolution No. 4 takes place after the bids are received. Estimated assessment amounts are adjusted if necessary to reflect the actual cost as dictated by the bids received. A second public hearing is set to allow property owners to comment on their particular assessment. Each property owner is sent a second notice containing the date and time of the public hearing and the amount of the proposed assessment for their property.

Step Five/Resolution No. 5 documents the second public hearing, finalizes the special assessment roll and sets the terms of payment. This public hearing is designed to allow affected citizens the opportunity to argue whether or not the amount of their assessment is fair and equitable in relation to the benefit they receive from the project. If, after hearing citizen comment, the council decides adjustments need to be made to the assessment roll they may do so. Alternately, if they feel all the assessments are fair and equitable they may pass the resolution as written.

Tonight the council will be holding a public hearing to receive citizen comments regarding the necessity of the proposed project. At the conclusion of the hearing council will consider approval of Resolution No. 3 authorizing the project to proceed. Residents that would be affected by the project have been sent a notification for the public hearing, a description of the work being proposed, and an estimate of the special assessment for their property.

Staff recommends authorization of Resolution No. 3 for the following district:

Special Assessment District No. 2018-02 – Hanover Street, a Public Street, from Harding Avenue to north end of street

HANOVER STREET FROM HARDING AVENUE TO THE NORTH END SPECIAL ASSESSMENT RESOLUTION NO. 3

WHEREAS, the City Council, after due and legal notice, has met and heard all persons to be affected by the proposed public improvement more particularly hereinafter described; and

WHEREAS, the City Council deems it advisable and necessary to proceed with said public improvement as more particularly hereinafter described.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby determines to make and proceed with the following described public improvement and to defray a part or the whole cost, as more particularly hereinafter provided, by special assessment upon the property specially benefited:

HANOVER STREET FROM HARDING AVENUE TO THE NORTH END STREET RESURFACING

- 2. The City Council hereby approves the plans for the aforesaid public improvement as prepared and presented by the City Manager and determines the estimated cost of said public improvement to be \$273,059.50 and approves said estimated cost and determines that the estimated life of said public improvement is twenty (20) years.
- 3. The City Council determines that of said total estimated cost, the sum of \$75,651.44 be paid by special assessment upon the property specially benefited, as more particularly hereinafter described, and that the sum of \$194,408.06 of said total estimated cost shall be the obligation of the City at large because of benefit to the City at large.
- 4. The City Council hereby designates the following described property as the special assessment district upon which the special assessment shall be levied:
 - Hanover Street from Harding Avenue to the north end Street Resurfacing
- 5. The City Assessor shall prepare a special assessment roll including all lots and parcels of land within the special assessment district herein designated, and the Assessor shall assess to each such lot or parcel of land such relative portion of the whole sum to be levied against all lands in the special assessment district as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.
- 6. When the Assessor shall have completed the assessment roll, he shall file the special assessment roll with the City Clerk for presentation to the City Council.

29-Jan-18 HANOVER STREET ENGINEER'S ESTIMATE

					ELLIGIBLE	C	CITY COST	AT 40%
WORK ITEM	UNIT	QUANTITIES	UNIT PRICE	AMOUNT	AMOUNT		60%	4" RULE
MOBILIZATION, MAX	LSUM	0.40	•	16,600.00	\$ 16,600.00	\$	9,960.00	\$ 6,640.00
DR STRUCTURE, REM	EA	14.00		4,900.00				
SEWER, REM, LESS THAN 24 INCH	LFT	144.00		1,440.00				
CURB AND GUTTER, REM	LFT	694.00		4,858.00	\$ 4,858.00	\$	2,914.80	\$ 1,943.20
PAVT, REM	SYD	1070.00	•	\$ 8,560.00				
SIDEWALK, REM	SYD	7.00	•	56.00				
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	EA	10.00	\$ 100.00	\$ 1,000.00				
DR STRUCTURE, TEMP LOWERING	EA	9.00	\$ 250.00	\$ 2,250.00	\$ 2,250.00	\$	1,350.00	\$ 900.00
COLD MILLING HMA SURFACE	SYD	4830.00	\$ 3.00	\$ 14,490.00	\$ 14,490.00	\$	8,694.00	\$ 5,796.00
SAWCUTTING	LFT	600.00	\$ 3.00	\$ 1,800.00	\$ 1,800.00	\$	1,080.00	\$ 720.00
AGGREGATE BASE, 6 INCH, MOD	SYD	880.00	\$ 12.00	\$ 10,560.00				
GEOTEXTILE SEPARATOR	SYD	880.00	\$ 1.50	\$ 1,320.00				
SEWER, SDR-26, 6 INCH, TRENCH DET B-MOD	LFT	32.00	\$ 35.00	\$ 1,120.00				
SEWER, SDR-26, 8 INCH, TRENCH DET B-MOD	LFT	10.00	\$ 37.50	\$ 375.00				
SEWER, SDR-26, 10 INCH, TRENCH DET B-MOD	LFT	184.00	\$ 40.00	\$ 7,360.00				
SEWER, SDR-26, 15 INCH, TRENCH DET B-MOD	LFT	164.00	\$ 52.00	\$ 8,528.00				
DR STRUCTURE COVER, ADJ, CASE 1	EA	9.00	\$ 475.00	\$ 4,275.00	\$ 4,275.00	\$	2,565.00	\$ 1,710.00
DR STRUCTURE COVER, EJ 1060	EA	5.00	\$ 600.00	\$ 3,000.00	\$ 3,000.00	\$	1,800.00	\$ 1,200.00
DR STRUCTURE COVER, EJ 1060 W/ TYPE N OVAL GRATE	EA	2.00	\$ 600.00	\$ 1,200.00	\$ 1,200.00	\$	720.00	\$ 480.00
DR STRUCTURE COVER, EJ 1120 W/ GASKET SEAL	EA	9.00	\$ 650.00	\$ 5,850.00	\$ 5,850.00	\$	3,510.00	\$ 2,340.00
DR STRUCTURE COVER, EJ 7000	EA	8.00	\$ 700.00	\$ 5,600.00				
DR STRUCTURE, 24 INCH DIA, MOD	EA	1.00	\$ 1,200.00	\$ 1,200.00				
DR STRUCTURE, 36 INCH DIA. MOD	EA	8.00	\$ 1,400.00	\$ 11,200.00				
DR STRUCTURE, 48 INCH DIA. MOD	EA	5.00	\$ 1,800.00	\$ 9,000.00				
HAND PATCHING	TON	50.00	\$ 125.00	\$ 6,250.00	\$ 4,166.67	\$	2,500.00	\$ 1,666.67
HMA, 2C	TON	363.00	\$ 65.00	\$ 23,595.00				
HMA, 4E3	TON	580.00	\$ 75.00	\$ 43,500.00	\$ 43,500.00	\$	26,100.00	\$ 17,400.00
HMA, 5E3	TON	435.00	\$ 73.00	\$ 31,755.00	\$ 31,755.00	\$	19,053.00	\$ 12,702.00
CONCRETE PAVT, NONREINF, 9 INCH	SYD	80.00	\$ 60.00	\$ 4,800.00				
DRIVEWAY, NONREINF CONC, 6 INCH	SYD	62.00	\$ 45.00	\$ 2,790.00				

ASSESSMENT

CURB AND GUTTER, CONC, DET F4, MOD	LFT	694.00 \$	20.00	\$	13,880.00	\$	13,880.00	\$	8,328.00	\$	5,552.00
DETECTABLE WARNING SURFACE	LFT	5.00 \$	35.00	\$	175.00						
SIDEWALK RAMP, CONC, 4 INCH	SFT	75.00 \$	5.00	\$	375.00						
MINOR TRAF DEVICES	LSUM	0.40 \$	25,000.00	\$	10,000.00	\$	10,000.00	\$	6,000.00	\$	4,000.00
BARRICADE, TYPE III, HIGH INTENSITY, FURN & OPER	EA	2.00 \$	100.00	\$	200.00						
PEDESTRIAN TYPE II BARRICADE, TEMP	EA	5.00 \$	150.00	\$	750.00						
PLASTIC DRUM, HIGH INTENSITY, FURN & OPER	EA	40.00 \$	20.00	\$	800.00						
SIGN, TYPE B, TEMP, PRISMATIC, FURN & OPER	SFT	12.50 \$	5.00	\$	62.50						
TRAF REGULATOR CONTROL	LSUM	0.40 \$	5,000.00	\$	2,000.00						
TURF ESTABLISHMENT, PERFORMANCE	SYD	1000.00 \$	5.00	\$	5,000.00						
SIGN, TYPE III, REM	EA	10.00 \$	10.00	\$	100.00						
SIGN, TYPE III, ERECT, SALV	EA	10.00 \$	40.00	\$	400.00						
POST, STEEL, 3 POUND	FT	10.00 \$	6.00	\$	60.00						
SUB TOTALS				\$	273,059.50	\$	157,624.67	\$	94,574.80	\$	63,049.87
005 101/120				Ψ	270,000.00	Ψ	107,021.07	Ψ	0 1,07 1.00	Ψ	00,010.07
ENGINEERING AT 15% ASSESSABLE COST						\$	23,643.70	\$	14,186.22	\$	9,457.48
ADMINISTRATIVE AT 5% ASSESSABLE COST						\$	7,881.23	\$	4,728.74		3,152.49
GRAND TOTALS						\$	189,149.60	\$	113,489.76	\$	75,659.84

SPECIAL ASSESSMENT ROLL

HANOVER ST. HARDING TO NORTH END WEST SIDE

ADDRESS	STREET	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT	ASSESSABLE	FRONT FOOT	AMOUNT OF
NO.				DISCOUNT	FRONT FEET	RATE	ASSESSMENT
1104	HARDING	590-000-001	224.08	0.75	168.06	\$26.03	\$4,374.60
1017	HANOVER	030-000-016	102.04	1	102.04	\$26.03	\$2,656.10
1083	HANOVER	030-000-015	102.04	1	102.04	\$26.03	\$2,656.10
1107	HANOVER	030-000-014	68.03	1	68.03	\$26.03	\$1,770.82
1121	HANOVER	030-000-013	68.03	1	68.03	\$26.03	\$1,770.82
1137	HANOVER	030-000-012	68.03	1	68.03	\$26.03	
	HANOVER	030-000-011	68.03	1	68.03	\$26.03	\$1,770.82
1165	HANOVER	030-000-010	102.04	1	102.04	\$26.03	\$2,656.10
1193	HANOVER	030-000-009	102.04	0.75	76.53	\$26.03	
1201	HANOVER	230-000-008	75.00	0.75	56.25	\$26.03	\$1,464.19
1205	HANOVER	230-000-007	82.50	1	82.50	\$26.03	\$2,147.48
1209	HANOVER	230-000-006	82.50	1	82.50	\$26.03	\$2,147.48
1213	HANOVER	230-000-005	82.50	1	82.50	·	. ,
1217	HANOVER	230-000-004	82.50	1	82.50	\$26.03	\$2,147.48
1221	HANOVER	230-000-003	82.50	1	82.50	\$26.03	\$2,147.48
1225	HANOVER	230-000-002	82.50	1	82.50	\$26.03	\$2,147.48
1229	HANOVER	230-000-001	64.50	1	64.50	\$26.03	\$1,678.94
			1538.86		1438.58		\$37,446.24

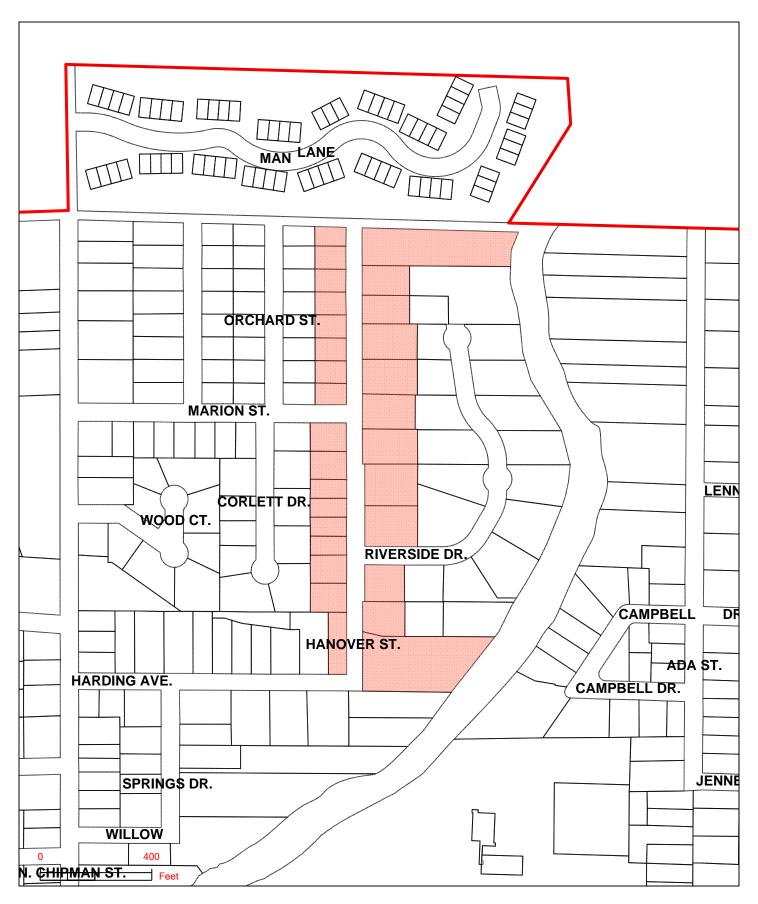
EAST SIDE

	EAST SIDE						
ADDRESS	STREET	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT	ASSESSABLE	FRONT FOOT	AMOUNT OF
NO.				DISCOUNT	FRONT FEET	RATE	ASSESSMENT
1200	HANOVER	690-000-010	191.20	0.75	143.40	26.03	3,732.70
	HANOVER	690-000-011	109.30	1	109.30	26.03	2,845.08
1100	RIVERSIDE	520-000-001	131.97	0.75	98.98	26.03	2,576.38
1101	RIVERSIDE	520-000-010	147.00	0.75	110.25	26.03	2,869.81
1122	HANOVER	520-000-009	150.00	1	150.00	26.03	3,904.50
1132	HANOVER	690-000-009	124.00	1	124.00	26.03	3,227.72
1202	HANOVER	690-000-008	126.00	1	126.00	26.03	3,279.78
1208	HANOVER	690-000-007	127.00	1	127.00	26.03	3,305.81
1212	HANOVER	690-000-006	128.00	1	128.00	26.03	3,331.84
1332	HANOVER	690-000-002	102.81	1	102.81	26.03	2,676.14
1334	HANOVER	690-000-004	100.00	1	100.00	26.03	2,603.00
1338	HANOVER	690-000-001	148.00	1	148.00	26.03	3,852.44

1585.28 1467.74 \$38,205.21

Note: 1200 Handover St. footage is 204.2' used 191.2'

OWOSSO





MEMORANDUM

301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • WWW.CI.OWOSSO.MI.US

DATE: February 25, 2018

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services & Utilities

SUBJECT: Harding Avenue Resurfacing – Special Assessment Resolution No 3

When deemed necessary, the city conducts a street improvement program. Public streets are selected for inclusion in the program either by citizen initiated petition or by selection of the city. Harding Avenue, from Chipman Street to Hanover Street, is proposed by the city for street resurfacing. Property owners are then specially assessed to cover the cost of the proposed improvement. Past practice has been to assess property owners along the street 40% of the proposed benefit and the remaining 60% to the community at large. Each property owner can pay an assessment in one lump sum or in installments over the multi-year period (the period being determined by the amount of the average assessment).

The special assessment process has five steps, each having its own purpose and accompanying resolution.

Step One/Resolution No. 1 identifies the special assessment district(s), directs the city manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements. Resolution No. 1 for the proposed improvement was approved by City Council at its **September 18, 2017** meeting.

Step Two/Resolution No. 2 sets the date for the hearing of necessity on the projects. It directs notices to be sent to each affected property owner detailing the proposed project, notifying them of the public hearing date, and the estimated amount of their assessment. Resolution No. 2 for the proposed improvement was approved by City Council at its **February 20, 2018** meeting.

Step Three/Resolution No. 3 documents the hearing of necessity. This hearing provides affected residents with the opportunity to comment on whether they feel the project is necessary and of the proper scale. After hearing citizen comment on the project the city council has three options: if they agree that the project should proceed as proposed, the district is established and staff is directed to go on with the next steps of the proposed project, including obtaining bids; if they feel the project should go forward, but with some adjustments they may direct staff to make those adjustments and proceed; if they feel the project is not warranted and should not proceed at all they would simply fail to act on Resolution No. 3, effectively stopping the process. Resolution No. 3 for the proposed improvement is scheduled for approval by City Council at its **March 5, 2018** meeting.

Step Four/Resolution No. 4 takes place after the bids are received. Estimated assessment amounts are adjusted if necessary to reflect the actual cost as dictated by the bids received. A second public hearing is set to allow property owners to comment on their particular assessment. Each property owner is sent a second notice containing the date and time of the public hearing and the amount of the proposed assessment for their property.

Step Five/Resolution No. 5 documents the second public hearing, finalizes the special assessment roll and sets the terms of payment. This public hearing is designed to allow affected citizens the opportunity to argue whether or not the amount of their assessment is fair and equitable in relation to the benefit they receive from the project. If, after hearing citizen comment, the council decides adjustments need to be made to the assessment roll they may do so. Alternately, if they feel all the assessments are fair and equitable they may pass the resolution as written.

Tonight the council will be holding a public hearing to receive citizen comments regarding the necessity of the proposed project. At the conclusion of the hearing council will consider approval of Resolution No. 3 authorizing the project to proceed. Residents that would be affected by the project have been sent a notification for the public hearing, a description of the work being proposed, and an estimate of the special assessment for their property.

Staff recommends authorization of Resolution No. 3 for the following district:

Special Assessment District No. 2018-03 – Harding Avenue, Public Street, from Chipman Street to Hanover Street

RESOLUTION NO.

HARDING AVENUE FROM CHIPMAN STREET TO HANOVER STREET SPECIAL ASSESSMENT RESOLUTION NO. 3

WHEREAS, the City Council, after due and legal notice, has met and heard all persons to be affected by the proposed public improvement more particularly hereinafter described; and

WHEREAS, the City Council deems it advisable and necessary to proceed with said public improvement as more particularly hereinafter described.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby determines to make and proceed with the following described public improvement and to defray a part or the whole cost, as more particularly hereinafter provided, by special assessment upon the property specially benefited:

HARDING AVENUE FROM CHIPMAN STREET TO HANOVER STREET STREET RESURFACING

- 2. The City Council hereby approves the plans for the aforesaid public improvement as prepared and presented by the City Manager and determines the estimated cost of said public improvement to be \$236,251.30 and approves said estimated cost and determines that the estimated life of said public improvement is twenty (20) years.
- 3. The City Council determines that of said total estimated cost, the sum of \$52,804.45 be paid by special assessment for no longer than ten years upon the property specially benefited, as more particularly hereinafter described.
- 4. The City Council hereby designates the following described property as the special assessment district upon which the special assessment shall be levied:
 - Harding Avenue from Chipman Street to Hanover Street Street Resurfacing
- 5. The City Assessor shall prepare a special assessment roll including all lots and parcels of land within the special assessment district herein designated, and the Assessor shall assess to each such lot or parcel of land such relative portion of the whole sum to be levied against all lands in the special assessment district as the benefit to such lot or parcel of land bears to the total benefits to all lands in such district.
- 6. When the Assessor shall have completed the assessment roll, he shall file the special assessment roll with the City Clerk for presentation to the City Council.

29-Jan-18 HARDING AVE ENGINEER'S ESTIMATE

					ELLIGIBLE	C	CITY COST	,	AT 40%
WORK ITEM	UNIT	QUANTITIES	UNIT PRICE	AMOUNT	AMOUNT		60%		4" RULE
MOBILIZATION, MAX	LSUM	0.27	•	11,205.00	\$ 11,205.00	\$	6,723.00	\$	4,482.00
DR STRUCTURE, REM	EA	8.00	•	2,800.00					
SEWER, REM, LESS THAN 24 INCH	LFT	118.00	•	1,180.00					
CURB AND GUTTER, REM	LFT	330.00	•	2,310.00	\$ 2,310.00	\$	1,386.00	\$	924.00
PAVT, REM	SYD	33.00	•	264.00					
SUBGRADE UNDERCUTTING, TYPE II	CYD	50.00		1,250.00					
MACHINE GRADING, MOD	STA	21.00	\$ 700.00	\$ 14,700.00					
EROSION CONTROL, INLET PROTECTION, FABRIC DROP	EA	9.00	\$ 100.00	\$ 900.00					
MAINTENANCE GRAVEL	TON	150.00	\$ 25.00	\$ 3,750.00					
SANITARY SERV CONFLICT	EA	1.00	\$ 1,500.00	\$ 1,500.00					
DR STRUCTURE, TEMP LOWERING	EA	4.00	\$ 250.00	\$ 1,000.00	\$ 1,000.00	\$	600.00	\$	400.00
HMA SURFACE, REM	SYD	3921.00	\$ 3.00	\$ 11,763.00	\$ 11,763.00	\$	7,057.80	\$	4,705.20
AGGREGATE BASE, 6 INCH, MOD	SYD	3924.00	\$ 12.00	\$ 47,088.00					
GEOTEXTILE SEPARATOR	SYD	3924.00	\$ 1.50	\$ 5,886.00					
SEWER, SDR-26, 10 INCH, TRENCH DET B-MOD	LFT	185.00	\$ 40.00	\$ 7,400.00					
SEWER, SDR-26, 12 INCH, TRENCH DET B-MOD	LFT	113.00	\$ 45.00	\$ 5,085.00					
DR STRUCTURE COVER, ADJ, CASE 1	EA	4.00	\$ 475.00	\$ 1,900.00	\$ 1,900.00	\$	1,140.00	\$	760.00
DR STRUCTURE. ADJ, ADD DEPTH	FT	3.00	\$ 325.00	\$ 975.00					
DR STRUCTURE COVER, EJ 1060	EA	3.00	\$ 600.00	\$ 1,800.00	\$ 1,800.00	\$	1,080.00	\$	720.00
DR STRUCTURE COVER, EJ 1120 W/ GASKET SEAL	EA	4.00	\$ 650.00	\$ 2,600.00	\$ 2,600.00	\$	1,560.00	\$	1,040.00
DR STRUCTURE COVER, EJ 7000	EA	5.00	\$ 700.00	\$ 3,500.00					
DR STRUCTURE, 36 INCH DIA. MOD	EA	5.00	\$ 1,400.00	\$ 7,000.00					
DR STRUCTURE, 48 INCH DIA. MOD	EA	3.00	\$ 1,800.00	\$ 5,400.00					
HMA, 2C	TON	707.00	\$ 65.00	\$ 45,955.00	\$ 38,295.83	\$	22,977.50	\$	15,318.33
HMA, 5E3	TON	353.00	\$ 73.00	\$ 25,769.00	\$ 25,769.00	\$	15,461.40	\$	10,307.60
DRIVEWAY, NONREINF CONC, 6 INCH	SYD	33.00	\$ 45.00	\$ 1,485.00					
CURB AND GUTTER, CONC, DET F4, MOD	LFT	330.00	\$ 20.00	\$ 6,600.00	\$ 6,600.00	\$	3,960.00	\$	2,640.00
MINOR TRAF DEVICES	LSUM	0.27	\$ 25,000.00	\$ 6,750.00	\$ 6,750.00	\$	4,050.00	\$	2,700.00
BARRICADE, TYPE III, HIGH INTENSITY, FURN & OPER	EA	4.00	\$ 100.00	\$ 400.00					
PLASTIC DRUM, HIGH INTENSITY, FURN & OPER	EA	40.00	\$ 20.00	\$ 800.00					

ASSESSMENT

WORK ITEM	UNIT	QUANTITIES	UU	NIT PRICE	AMOUNT	ELLIGIBLE AMOUNT	CITY COS		ASSESSMENT AT 40% 4" RULE	
SIGN, TYPE B, TEMP, PRISMATIC, FURN & OPER	SFT	63.66	\$	5.00	\$ 318.30					
TRAF REGULATOR CONTROL	LSUM	0.27	\$	5,000.00	\$ 1,350.00					
TURF ESTABLISHMENT, PERFORMANCE	SYD	1000.00	\$	5.00	\$ 5,000.00					
SIGN, TYPE III, REM	EA	10.00	\$	10.00	\$ 100.00					
SIGN, TYPE III, ERECT, SALV	EA	10.00	\$	40.00	\$ 400.00					
POST, STEEL, 3 POUND	FT	10.00	\$	6.00	\$ 60.00					
SUB TOTALS					\$ 236,251.30	\$ 109,992.83	\$ 65,995.	70 9	\$ 43,997.13	
ENGINEERING AT 15% ASSESSABLE COST						\$ 16,498.93	\$ 9,899.	36 9	\$ 6,599.57	
ADMINISTRATIVE AT 5% ASSESSABLE COST						\$ 5,499.64	\$ 3,299.	79	\$ 2,199.86	
GRAND TOTALS						\$ 131,991.40	\$ 79,194.	84 9	\$ 52,796.56	

HARDING AVE. CHIPMAN TO HANOVER SOUTH SIDE

SPECIAL ASSESSMENT ROLL

4 D D D E O O	OTDEET	DOLL NUMBER	EDON'T FOOTAGE	CODVEDICE	4 0 0 E 0 0 4 B L E	EDON'T FOOT	ANACHNITOE
ADDRESS	SIKEEI	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT	ASSESSABLE	FRONT FOOT	AMOUNT OF
NO.				DISCOUNT	FRONT FEET	RATE	ASSESSMENT
912	CHIPMAN	690-006-002	75	0.75	56.25	\$30.14	\$1,695.38
1207	HARDING	690-006-003	90	1	90	\$30.14	\$2,712.60
721	WILLOW SPRING	690-006-001	132	0.75	99	\$30.14	\$2,983.86
720	WILLOW SPRING	690-000-016	191	0.75	143.25	\$30.14	\$4,317.56
1111	HARDING	960-000-017	134	1	134	\$30.14	\$4,038.76
1109	HARDING	690-000-018	134	1	134	\$30.14	\$4,038.76
1105	HARDING	690-000-014	151.5	1	151.5	\$30.14	\$4,566.21
1004	HARDING	690-000-019	37.63	0.75	28.22	\$30.14	\$850.63
1000	HARDING	690-000-020	0	1	0	\$30.14	\$0.00
			045.12		926.22		\$25,202,75

945.13 836.22 \$25,203.75

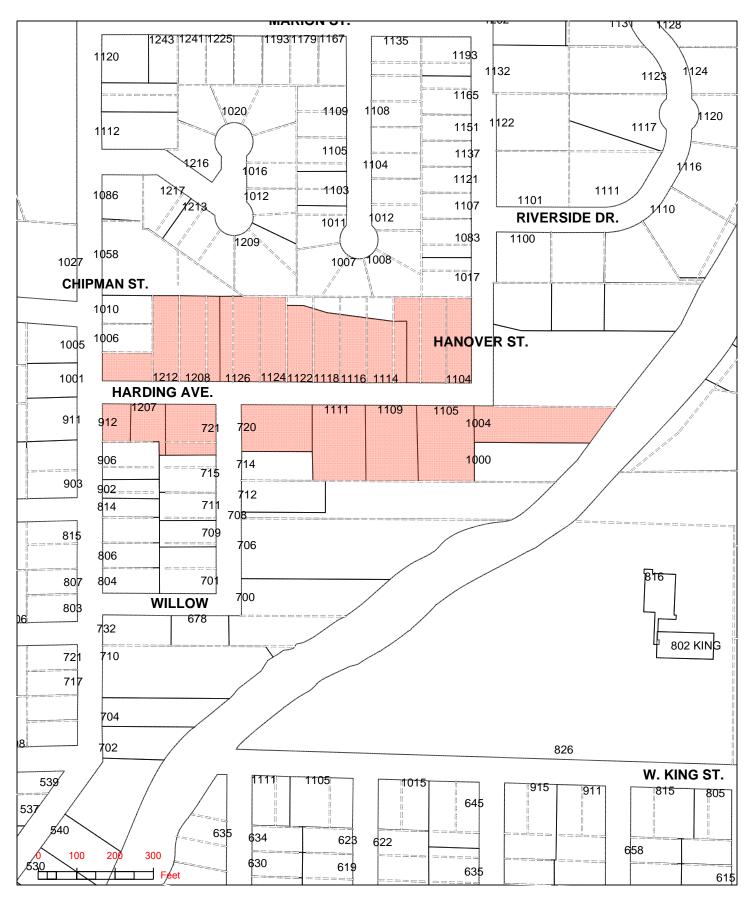
Note: 1004 Harding Total footage is 49.5' used 37.63' Note: 1000 Harding has no footage on the street

NORTH SIDE

	NORTHOLE						
ADDRESS	STREET	ROLL NUMBER	FRONT FOOTAGE	CORNER LOT	ASSESSABLE	FRONT FOOT	AMOUNT OF
NO.				DISCOUNT	FRONT FEET	RATE	ASSESSMENT
1000	CHIPMAN	590-000-012	132	0.75	99	\$30.14	\$2,983.86
1212	HARDING	590-000-011	70	1	70	\$30.14	\$2,109.80
1208	HARDING	590-000-010	105	1	105	\$30.14	\$3,164.70
1126	HARDING	590-000-009	105	1	105	\$30.14	\$3,164.70
1124	HARDING	590-000-008	70	1	70	\$30.14	\$2,109.80
1122	HARDING	590-000-007	70	1	70	\$30.14	\$2,109.80
1118	HARDING	590-000-006	70	1	70	\$30.14	\$2,109.80
1116	HARDING	590-000-005	70	1	70	\$30.14	\$2,109.80
1114	HARDING	590-000-004	105	1	105	\$30.14	\$3,164.70
1108	HARDING	590-000-002	102.25	1	102.25	\$30.14	\$3,081.82
1104	HARDING	590-000-001	66	0.75	49.5	\$30.14	\$1,491.93

965.25 915.75 \$27,600.71

OWOSSO





MEMORANDUM

301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • WWW.CI.OWOSSO.MI.US

DATE: February 25, 2018

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services & Utilities

SUBJECT: Industrial Park Connector – Special Assessment Resolution No. 2

When deemed necessary, the city conducts a street improvement program. Public streets are selected for inclusion in the program either by citizen initiated petition or by selection of the city. A method using formulas is used to establish proportionality between the amount of special assessment and the benefits derived from the improvement program. The streets scheduled for improvements are within the City's *Industrial Park* complex and are its sole lateral connection to the state-wide truck route system. This project will enhance both infrastructure and access to all properties within the Special Assessment District. All properties will benefit from both the infrastructure and access enhancements. Some properties will also receive a pavement enhancement as result of the project. Each property owner can pay an assessment in one lump sum or in installments over the multi-year period (the period being determined by the amount of the average assessment).

The special assessment process has five steps, each having its own purpose and accompanying resolution.

Step One/Resolution No. 1 identifies the special assessment district(s), directs the city manager to estimate project costs and the amounts to be specially assessed, and determines the life of the proposed improvements. Resolution No. 1 for the proposed improvement will be considered by City Council at its **January 16, 2018** meeting.

Step Two/Resolution No. 2 sets the date for the hearing of necessity on the projects. It directs notices to be sent to each affected property owner detailing the proposed project, notifying them of the public hearing date, and the estimated amount of their assessment. On **March 5, 2018**, City Council will be asked to act upon Resolution No. 2 for the proposed improvement setting a public hearing for Monday, March 19, 2018.

Step Three/Resolution No. 3 documents the hearing of necessity. This hearing provides affected residents with the opportunity to comment on whether they feel the project is necessary and of the proper scale. After hearing citizen comment on the project the city council has three options: if they agree that the project should proceed as proposed, the district is established and staff is directed to go on with the next steps of the proposed project, including obtaining bids; if they feel the project should go forward, but with some adjustments they may direct staff to make those adjustments and proceed; if they feel the project is not warranted and should not proceed at all they would simply fail to act on Resolution No. 3, effectively stopping the process.

Step Four/Resolution No. 4 takes place after the bids are received. Estimated assessment amounts are adjusted if necessary to reflect the actual cost as dictated by the bids received. A second public hearing

is set to allow property owners to comment on their particular assessment. Each property owner is sent a second notice containing the date and time of the public hearing and the amount of the proposed assessment for their property.

Step Five/Resolution No. 5 documents the second public hearing, finalizes the special assessment roll and sets the terms of payment. This public hearing is designed to allow affected citizens the opportunity to argue whether or not the amount of their assessment is fair and equitable in relation to the benefit they receive from the project. If, after hearing citizen comment, the council decides adjustments need to be made to the assessment roll they may do so. Alternately, if they feel all the assessments are fair and equitable they may pass the resolution as written.

On **March 5, 2018**, City Council will be considering Resolution No. 2 for the proposed district as a part of the Consent Agenda.

Staff recommends authorization of Resolution No. 2 for the following district:

Gould Street, a Public Street, from Monroe Street to Corunna Avenue Monroe Street, a Public Street, from Gould Street McMillan Avenue McMillan Avenue, a Public Street, from Monroe Street to south end of street Industrial Drive, a Public Street, from McMillan Avenue to Aiken Road South Street, a Public Street, from McMillan Avenue to Aiken Road

Special Assessment Resolution No. 2 for Industrial Park Connector

Special Assessment District No. 2018-09

Industrial Park Connector Improvement Project

RESOLUTION NO.

WHEREAS, the City Council has ordered the City Manager to prepare a report for public improvement, more particularly hereinafter described; and

Infrastructure and Access Enhancements

- Gould Street from Monroe Street to Corunna Avenue
- Monroe Street from Gould Street to McMillan Avenue
- McMillan Avenue from Monroe Street to south end of street

Access Enhancement

- Industrial Drive from McMillan Avenue to Aiken Road
- South Street from McMillan Avenue to Aiken Road

WHEREAS, the City Manager prepared said report and the same has been filed with the City Council as required by the Special Assessment Ordinance of the City of Owosso and the Council has reviewed said report.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. The plans and estimate of cost and the report of the City Manager for said public improvement shall be filed in the office of the City Clerk and shall be available for public examination.
- 2. The City Council hereby determines that the Public Improvement hereinafter set forth may be necessary.
- 3. The City Council hereby approves the estimate of cost of said public improvement to be \$1,247,507.70 and determines that \$539,945.78 thereof shall be paid by special assessment imposed on the lots and parcels of land more particularly hereinafter set forth, which lots and parcels of land are hereby designated to be all of the lots and parcels of land to be benefited by said improvements and determines that \$707,561.92 of the cost thereof shall be paid by the City at large because of benefit to the City at large.
- 4. The City Council hereby determines that the portion of the cost of said public improvement to be specially assessed for a period not exceeding ten years, shall be assessed in accordance with the benefits to be received.
- 5. The City Council shall meet at the Owosso City Hall Council Chambers on **Monday**, **March 19**, **2018** for the purpose of hearing all persons to be affected by the proposed public improvement.
- 6. The City Clerk is hereby directed to cause notice of the time and place of the hearing to be published once in The Argus Press, the official newspaper of the City of Owosso, not less than seven (7) days prior to the date of said hearing and shall further cause notice of said hearing to be sent by first class mail to each owner of property subject to assessment, as indicated by the records in the City Assessor's Office as shown on the general tax roll of the City, at least (10) full days before the time of said hearing, said notice to be mailed to the addresses shown on said general tax rolls of the City.
- 7. The notice of said hearing to be published and mailed shall be in substantially the following form:

TO THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

- Gould Street from Monroe Street to Corunna Avenue
- Monroe Street from Gould Street to McMillan Avenue
- McMillan Avenue from Monroe Street to south end of street
- Industrial Drive from McMillan Avenue to Aiken Road
- South Street from McMillan Avenue to Aiken Road

TAKE NOTICE that the City Council intends to acquire and construct the following described public improvement: Infrastructure Enhancement and Access Enhancement.

The City Council intends to defray apart or all of the cost of the above-described public improvement by special assessment against the above described property.

TAKE FURTHER NOTICE that City Council has caused plans and an estimate of the cost and report for the above described public improvement to be prepared and made by the City Manager and the same is on file with the City Clerk and available for public examination.

TAKE FURTHER NOTICE that the City Council will meet at the Owosso City Hall Council Chambers, Owosso, Michigan at 7:30 o'clock p.m. on **Monday, March 19, 2018** for the purpose of hearing any person to be affected by the proposed public improvement.

GOULD STREET, FROM MONROE TO M71 ENGINEER'S ESTIMATE

12-Feb-18
ENGINEER'S ESTIMATE OF PROBABLE COST FOR GOULD STREET, MONROE STREET TO M-71

ENGINEER'S ESTIMATE OF PROBABLE COST FOR GOULD STREET, MONROE STREET TO M-71														
DESCRIPTION	DESCRIPTION UNIT QUANTITY UNIT						ELIGIBLE	PAVEMENT			ACCESS		CITY AT	
			PRIC					AMOUNT		HANCEMENT		NHANCEMENT		LARGE
MOBILIZATION	LSUM	1 3		00.00		4,000.00		4,000.00		1,600.00		1,600.00		800.00
CURB AND GUTTER, REM	FEET	536		8.00		4,288.00		4,288.00		1,715.20		•	\$	857.60
SIDEWALK, REM	SYD	29		8.00		232.00		232.00		92.80			\$	139.20
DRIVEWAY, REM	SYD	102		6.00		612.00		612.00		244.80			\$	367.20
PAVT, REM, MODIFIED	SYD	120		8.00		960.00		960.00		384.00			\$	192.00
EMBANKMENT, CIP	CYD	15		15.00		225.00		225.00		90.00		90.00		45.00
EXCAVATION, EARTH	CYD	20		8.00		160.00		160.00		64.00		64.00		32.00
NON HAZ CONT MAT'L HADLG & DISP	CYD	30		75.00		2,250.00		-	\$	-	\$		\$	-
EROSION CONTROL, INLET PROTECT, FABRIC DROP	EACH			00.00		300.00		300.00		120.00			\$	60.00
PROJECT CLEANUP	LSUM	1		00.00		1,000.00		1,000.00		400.00			\$	200.00
AGG BASE, 4 INCH, MOD	SYD	152		10.00		1,520.00		1,520.00		608.00		608.00		304.00
STRUCTURE COVER, ADJ, CASE 1, MOD	EACH	3		00.00		1,500.00		1,500.00		600.00		600.00		300.00
COLD MILLING HMA SURFACE	SYD	1722		3.00		5,166.00		5,166.00		2,066.40		2,066.40		1,033.20
HMA 4E3 (2" DEPTH)	TON	223		80.00		17,840.00		17,840.00		7,136.00		7,136.00		3,568.00
HMA, 5E3 (1.5" DEPTH)	TON	167		80.00		13,360.00		13,360.00		5,344.00		5,344.00		2,672.00
HMA REPAIR	SYD	139		75.00		10,425.00		10,425.00		4,170.00		4,170.00	\$	2,085.00
DRIVEWAY, NONREINF CONC, 6 INCH, MOD	SYD	84		40.00		3,360.00		3,360.00		1,344.00			\$	2,016.00
CURB AND GUTTER, CONC, DET F4	FEET	454		15.00		6,810.00		6,810.00		2,724.00		•	\$	1,362.00
SIDEWALK, CONC, 4 INCH, MOD	SFT	20		5.00		100.00		100.00		40.00		-	\$	60.00
SIDEWALK, CONC, 6 INCH, MOD	SFT	245		5.00		1,225.00		1,225.00		490.00		-	\$	735.00
POST, STEEL, 3 LB	FEET	84		6.00		504.00		-	\$	-	\$		\$	-
SIGN, TYPE III, REM	EACH			20.00		160.00		-	\$	-	\$		\$	-
SIGN, TYPE IIIA	SFT			15.00		405.00		-	\$	-	\$		\$	-
PAVT MRKG, OVLY COLD PLASTIC, 24" STOP BAR	FEET	99		10.00	\$	990.00		990.00	\$	396.00	\$	000.00	\$	198.00
PAVT MRKG, OVLY COLD PLASTIC, LT TURN ARROW SYM	EACH	1 3			\$	100.00			\$	40.00			\$	20.00
PAVT MRKG, OVLY COLD PLASTIC, ONLY	EACH	1 :	\$ 12	25.00	\$	125.00	\$	125.00	\$	50.00	\$	50.00	\$	25.00
PAVT MRKG, OVLY COLD PLASTIC, RAILROAD SYM	EACH	2	\$ 30	00.00	\$	600.00	\$	600.00	\$	240.00	\$	240.00	\$	120.00
PAVT MRKG, OVLY COLD PLASTIC, THRU & RT TURN ARROW	EACH	1 :		75.00		175.00		175.00		70.00		70.00	\$	35.00
PAVT MRKG, WATERBORNE, 4 INCH WHITE	FEET	142		0.25		35.50	\$	35.50		14.20	\$	14.20	\$	7.10
PAVT MRKG, WATERBORNE, 4" YELLOW	FEET	1040		0.25		260.00		260.00		104.00		104.00	\$	52.00
TURF ESTABLISHMENT, PERFORMANCE	SYD	101		6.00		606.00	\$	606.00		242.40	\$		\$	363.60
MONUMENT BOX	EACH	1 :	\$ 70	00.00	\$	700.00	\$	700.00	\$	280.00	\$	280.00	\$	140.00
MONUMENT PRESERVATION	EACH	1 :	\$ 70	00.00	\$	700.00	\$	700.00	\$	280.00	\$	280.00	\$	140.00
SUB TOTALS					\$	80,693.50	\$	77,374.50	\$	30,949.80	\$	28,495.80	\$	17,928.90
INDIRECT COSTS:														
ENGINEERING @ 15% OF SUB TOTAL							\$	11,606.18		4,642.47		4,274.37		2,689.34
ADMINISTRATIVE @ 5% OF SUB TOTAL							\$	3,868.73		1,547.49		1,424.79		896.45
GRAND TOTALS							\$	92,849.40	\$	37,139.76	\$	34,194.96	\$	21,514.68

MCMILLAN AVENUE, FROM MONROE TO SOUTH EGINEER'S ESTIMATE

12-Feb-18

ENGINEERIG EGTINATE OF BROKEN		MANUSAS ATREST TO THE COLUMN
ENGINEER'S ESTIMATE OF PROBABI	E COST FOR MCMILLAN AVENUE	MONROE STREET TO 750' SOUTH

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	ELIGIBLE AMOUNT	AVEMENT HANCEMENT	ACC ENHANC		CITY AT LARGE
MOBILIZATION	LSUM	1 \$		\$ 18,000.00	\$ 18,000.00	7,200.00		7,200.00	\$ 3,600.00
DR STRUCTURE, REM	EACH	1 \$	400.00	400.00	400.00	160.00		160.00	80.00
SEWER, REM < 24 INCH	FEET	340 \$	20.00	\$ 6,800.00	\$ 6,800.00	\$ 2,720.00	\$ 2	2,720.00	\$ 1,360.00
DRIVEWAY, REM	SYD	696 \$	6.00	\$ 4,176.00	\$ 4,176.00	\$ 1,670.40	\$	-	\$ 2,505.60
PAVT, REM, MODIFIED	SYD	1889 \$	8.00	\$ 15,112.00	\$ 15,112.00	\$ 6,044.80	\$	5,044.80	\$ 3,022.40
EMBANKMENT, CIP	CYD	210 \$	15.00	\$ 3,150.00	\$ 3,150.00	\$ 1,260.00	\$	1,260.00	\$ 630.00
EXCAVATION, EARTH	CYD	800 \$	8.00	\$ 6,400.00	\$ 6,400.00	\$ 2,560.00	\$ 2	2,560.00	\$ 1,280.00
NON HAZ CONT MAT'L HADLG & DISP	CYD	30 \$	75.00	\$ 2,250.00	\$ -	\$ -	\$	-	\$ -
SUBGRADE UNDERCUTTING, TYPE II	CYD	50 \$	50.00	\$ 2,500.00	\$ -	\$ -	\$	-	\$ -
EROSION CONTROL, INLET PROTECT, FABRIC DROP	EACH	14 \$	100.00	\$ 1,400.00	\$ 1,400.00	\$ 560.00	\$	560.00	\$ 280.00
PROJECT CLEANUP	LSUM	1 \$	2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 800.00	\$	800.00	\$ 400.00
AGG BASE, 6 INCH, MOD	SYD	353 \$	10.00	\$ 3,530.00	\$ 3,530.00	\$ 1,412.00	\$	1,412.00	\$ 706.00
AGG BASE, 8 INCH, MOD	SYD	2094 \$	13.00	\$ 27,222.00	\$ 27,222.00	\$ 10,888.80	\$ 10	0,888.80	\$ 5,444.40
GEOTEXTILE SEPARATOR, MOD	SYD	2446 \$	3.00	\$ 7,338.00	7,338.00	\$ 2,935.20	\$ 2	2,935.20	\$ 1,467.60
SEWER TAP, 12 INCH	EACH	3 \$	300.00	\$ 900.00	\$ 900.00	\$ 360.00	\$	360.00	\$ 180.00
SEWER, SDR-26, 12 INCH, SP TR DET	FEET	200 \$	60.00	\$ 12,000.00	\$ 12,000.00	\$ 4,800.00	\$	4,800.00	\$ 2,400.00
SEWER, SDR-26, 24 INCH, SP TR DET	FEET	634 \$	130.00	\$ 82,420.00	\$ 82,420.00	\$ 32,968.00	\$ 32	2,968.00	\$ 16,484.00
DR STRUCTURE COVER, TYPE B	EACH	1 \$	500.00	\$ 500.00	\$ 500.00	\$ 200.00	\$	200.00	\$ 100.00
DR STRUCTURE COVER, TYPE G	EACH	7 \$	400.00	\$ 2,800.00	\$ 2,800.00	1,120.00		1,120.00	560.00
DR STRUCTURE COVER, TYPE K	EACH	7 \$	750.00	\$ 5,250.00	\$ 5,250.00	\$ 2,100.00	\$ 2	2,100.00	\$ 1,050.00
DR STRUCTURE, 24 INCH DIA	EACH	3 \$	1,250.00	\$ 3,750.00	\$ 3,750.00	\$ 1,500.00	\$	1,500.00	\$ 750.00
DR STRUCTURE, 48 INCH DIA	EACH	5 \$	2,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$	4,000.00	\$ 2,000.00
DR STRUCTURE COLLAR, MOD.	EACH	2 \$	500.00	\$ 1,000.00	1,000.00	400.00	-	400.00	\$ 200.00
DR STRUCTURE, 36 INCH DIA	EACH	7 \$	1,500.00	\$ 10,500.00	10,500.00	4,200.00		4,200.00	\$ 2,100.00
STRUCTURE COVER, ADJ, CASE 1, MOD	EACH	4 \$	500.00	\$ 2,000.00	2,000.00	800.00	-		\$ 400.00
HMA, 2C (3" DEPTH)	TON	380 \$	80.00	\$ 30,400.00	30,400.00	12,160.00		2,160.00	\$ 6,080.00
HMA 4E3 (2" DEPTH)	TON	254 \$	80.00	\$ 20,320.00	20,320.00	8,128.00		3,128.00	\$ 4,064.00
HMA, 5E3 (1.5" DEPTH)	TON	190 \$	80.00	\$ 15,200.00	15,200.00	6,080.00		5,080.00	\$ 3,040.00
DRIVEWAY, NONREINF CONC, 9 INCH, MOD	SYD	494 \$	60.00	\$ 29,640.00	29,640.00	11,856.00		-	\$ 17,784.00
CURB AND GUTTER, CONC, DET F4	FEET	1057 \$	15.00	\$ 15,855.00	15,855.00	6,342.00		5,342.00	\$ 3,171.00
DRIVEWAY OPENING, CONC, DET M	FEET	357 \$	20.00	\$ 7,140.00	7,140.00	\$ 2,856.00	\$	-	\$ 4,284.00
POST, STEEL, 3 LB	FEET	72 \$	6.00	\$ 432.00	-	\$ -	\$	-	\$ -
SIGN, TYPE III, ERECT, SALV	EACH	2 \$	25.00	\$ 50.00	-	\$ -	\$	-	\$ -
SIGN, TYPE III, REM	EACH	6 \$	20.00	\$ 120.00	\$ -	\$ -	\$	-	\$ -
SIGN, TYPE IIIA	SFT	16 \$	15.00	240.00	-	\$ -	\$	-	\$ -
PAVT MRKG, OVLY COLD PLASTIC, 24" STOP BAR	FEET	25 \$		250.00	250.00	\$ 100.00	\$	100.00	\$ 50.00
TURF ESTABLISHMENT, PERFORMANCE	SYD	2325 \$	6.00	\$ 13,950.00	\$ 13,950.00	\$ 5,580.00	\$	-	\$ 8,370.00

MCMILLAN AVENUE, FROM MONROE TO SOUTH EGINEER'S ESTIMATE

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	ELIGIBLE AMOUNT	PAVEMENT ENHANCEMENT	ACCESS ENHANCEMENT	CITY AT LARGE
MONUMENT BOX MONUMENT PRESERVATION CONTINGENCY WORK ITEMS SUB TOTALS	EACH EACH LSUM	1 \$ 1 \$ 1 \$	700.00	\$ 700.00	\$ 700.00 \$ 20,000.00	280.00 3 \$ 8,000.00	\$ 280.00 \$ \$ 8,000.00 \$	140.00 4,000.00
INDIRECT COSTS: ENGINEERING @ 15% OF SUB TOTAL ADMINISTRATIVE @ 5% OF SUB TOTAL GRAND TOTALS					\$ 57,120.45 \$ 19,040.15 \$ 456,963.60	5 \$ 7,616.06	\$ 6,517.94 \$	4,906.15

MONROE STREET, FROM GOULD TO MCMILLAN ENGINEER'S ESTIMATE

12-Feb-18

FEET

SYD

SYD

CYD

CYD

CYD

CYD

EACH

FEET

LSUM

SYD

SYD

SYD

TON

SYD

FEET

FEET

EACH

EACH

EACH

EACH

EACH

EACH

EACH

EACH

EACH

EACH

EACH

TON

TON

TON

SYD

FEET

FEET

FEET

GUARDRAIL. REM

EMBANKMENT, CIP

PAVT, REM, MODIFIED

EXCAVATION. EARTH

PROJECT CLEANUP

AGG BASE, 10 INCH, MOD

AGG BASE, 4 INCH, MOD

AGG BASE, 9 INCH, MOD

MAINTENANCE GRAVEL

NON HAZ CONT MAT'L HADLG & DISP

SUBGRADE UNDERCUTTING, TYPE II

EROSION CONTROL, SILT FENCE

GEOTEXTILE SEPARATOR, MOD

DR STRUCTURE COVER, TYPE B

DR STRUCTURE COVER, TYPE G

DR STRUCTURE COVER, TYPE K

DR STRUCTURE, 24 INCH DIA

DR STRUCTURE, 48 INCH DIA

DR STRUCTURE TAP, 12 INCH

DR STRUCTURE, TAP, 24 INCH

DR STRUCTURE COLLAR, MOD.

STRUCTURE COVER, ADJ. CASE 1, MOD

STRUCTURE COVER, ADJ, CASE 2, MOD

CURB AND GUTTER, CONC, DET F4

DETECTABLE WARNING SURFACE

CURB RAMP OPENING, CONC.

DR STRUCTURE, 36 INCH DIA

HMA, 2C (4" DEPTH)

HMA 4E3 (2" DEPTH)

HMA REPAIR

HMA, 5E3 (1.5" DEPTH)

SEWER, SDR-26, 12 INCH, SP TR DET

SEWER, SDR-26, 24 INCH, SP TR DET

EROSION CONTROL, INLET PROTECT, FABRIC DROP

SIDEWALK, REM

ENGINEER'S ESTIMATE OF PROBABLE COST FOR MONROE STREET, GOULD ST TO MCMILLAN AVE													
DESCRIPTION	UNIT	QUANTITY	UNIT		AMOUNT		ELIGIBLE	Р	AVEMENT		ACCESS		CITY AT
			PRICE				AMOUNT	ENF	HANCEMENT	ENI	HANCEMENT		LARGE
MOBILIZATION	LSUM	1 \$	27,000.00	\$	27,000.00	\$	27,000.00	\$	10,800.00	\$	10,800.00	\$	5,400.00
DR STRUCTURE, REM	EACH	1 \$	400.00	\$	400.00	\$	400.00	\$	160.00	\$	160.00	\$	80.00
SEWER, REM < 24 INCH	FEET	112 \$	20.00	\$	2,240.00	\$	2,240.00	\$	896.00	\$	896.00	\$	448.00
CURB AND GUTTER, REM	FEET	316 \$	8.00	\$	2,528.00	\$	2,528.00	\$	1,011.20	\$	1,011.20	\$	505.60

5.00 \$

8.00 \$

8.00 \$

15.00 \$

8.00 \$

75.00 \$

50.00 \$

2.00 \$

15.00 \$

10.00 \$

14.00 \$

10.00 \$

3.00 \$

60.00 \$

130.00 \$

500.00 \$

400.00 \$

750.00 \$

1,250.00 \$

2,000.00 \$

450.00 \$

450.00 \$

500.00 \$

500.00 \$

500.00 \$

80.00 \$

80.00 \$

80.00 \$

75.00 \$

15.00 \$

35.00 \$

20.00 \$

1,500.00 \$

100.00 \$

2,000.00 \$

330.00 \$

176.00 \$

31,224.00 \$

3,300.00 \$

14,480.00 \$

2,250.00 \$

2.500.00 \$

1.300.00 \$

2.000.00 \$

50,985.00 \$

10,500.00 \$

12.444.00 \$

20,580.00 \$

95,160.00 \$

3,000.00 \$

1,200.00 \$

6,750.00 \$

3,750.00 \$

12,000.00 \$

450.00 \$

450.00 \$

500.00 \$

3,000.00 \$

66,480.00 \$

33.280.00 \$

24,960.00 \$

2,400.00 \$

33,735.00 \$

350.00 \$

280.00 \$

3,000.00 \$

12,000.00 \$

646.00 \$

470.00 \$

500.00 \$

330.00 \$

176.00 \$

31,224.00 \$

14,480.00 \$

1,300.00

2,000.00

50,985.00 \$

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MONROE STREET, FROM GOULD TO MCMILLAN ENGINEER'S ESTIMATE

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	ELIGIBLE AMOUNT		PAVEMENT HANCEMENT	EN	ACCESS HANCEMENT	CITY AT LARGE
SIDEWALK RAMP, CONC, 7 INCH, MOD	SFT	95 \$	8.00	\$ 760.00	\$ 760.00	\$	304.00	\$	304.00	\$ 152.00
SIDEWALK, CONC, 4 INCH, MOD	SFT	370 \$	5.00	\$ 1,850.00	\$ 1,850.00	\$	740.00	\$	740.00	\$ 370.00
GUARDRAIL, TYPE B	FEET	75 \$	15.00	\$ 1,125.00	\$ 1,125.00	\$	450.00	\$	450.00	\$ 225.00
GUARDRAIL, CURVED, TYPE B	FEET	25 \$	20.00	\$ 500.00	\$ 500.00	\$	200.00	\$	200.00	\$ 100.00
GUARDRAIL APPROACH TERMINAL, TYPE 2B	EACH	2 \$	2,500.00	\$ 5,000.00	\$ 5,000.00	\$	2,000.00		2,000.00	\$ 1,000.00
GUARDRAIL REFLECTOR	EACH	5 \$	6.00	\$ 30.00	\$ 30.00	\$	12.00	\$	12.00	\$ 6.00
POST, STEEL, 3 LB	FEET	158 \$	6.00	\$ 948.00	\$ -	\$	-	\$	-	\$ -
SIGN, TYPE III, ERECT, SALV	EACH	4 \$	25.00	\$ 100.00	\$ -	\$	-	\$	-	\$ -
SIGN, TYPE III, REM	EACH	12 \$	20.00	\$ 240.00	\$ -	\$	-	\$	-	\$ -
SIGN, TYPE IIIA	SFT	38 \$	15.00	\$ 570.00	\$ -	\$	-	\$	-	\$ -
PAVT MRKG, OVLY COLD PLASTIC, 6" X-WALK	FEET	53 \$	2.75	\$ 145.75	\$ 145.75	\$	58.30	\$	58.30	\$ 29.15
PAVT MRKG, OVLY COLD PLASTIC, 24" STOP BAR	FEET	27 \$	10.00	\$ 270.00	\$ 270.00	\$	108.00	\$	108.00	\$ 54.00
PAVT MRKG, WATERBORNE, 4" YELLOW	FEET	1518 \$	0.25	\$ 379.50	\$ 379.50	\$	151.80	\$	151.80	\$ 75.90
PVT MRKG, WATERBORNE, 4" YELLOW, 2ND	FEET	0 \$	-	\$ -	\$ -	\$	-	\$	-	\$ -
BARRICADE, TYPE III, HI, DS, LIGHTED, FURN	EACH	25 \$	50.00	\$ 1,250.00	\$ 1,250.00	\$	500.00	\$	500.00	\$ 250.00
BARRICADE, TYPE III, HI, DS, LIGHTED, OPER	EACH	25 \$	5.00	\$ 125.00	\$ 125.00	\$	50.00	\$	50.00	\$ 25.00
DUST PALLATIVE, APPLIED	TON	10 \$	250.00	\$ 2,500.00	\$ 2,500.00	\$	1,000.00	\$	1,000.00	\$ 500.00
LIGHTED ARROW, TYPE C, FURN	EACH	2 \$	500.00	\$ 1,000.00	\$ 1,000.00	\$	400.00	\$	400.00	\$ 200.00
LIGHTED ARROW, TYPE C, OPER	EACH	2 \$	100.00	\$ 200.00	\$ 200.00	\$	80.00	\$	80.00	\$ 40.00
MINOR TRAFFIC DEVICES	LSUM	1 \$	5,000.00	\$ 5,000.00	\$ 5,000.00	\$	2,000.00	\$	2,000.00	\$ 1,000.00
PAVT MRKG, WET REFLECT, TYPE R, 4" WHITE, TEMP	FEET	1500 \$	1.50	\$ 2,250.00	\$ 2,250.00	\$	900.00	\$	900.00	\$ 450.00
PAVT MRKG, WET REFLECT, TYPE R, 4" YELLOW, TEMP	FEET	2500 \$	1.50	\$ 3,750.00	\$ 3,750.00	\$	1,500.00	\$	1,500.00	\$ 750.00
PLASTIC DRUM, HIGH INTENSITY, FURN	EACH	100 \$	20.00	\$ 2,000.00	\$ 2,000.00	\$	800.00	\$	800.00	\$ 400.00
PLASTIC DRUM, HIGH INTENSITY, OPER	EACH	100 \$	1.00	\$ 100.00	\$ 100.00	\$	40.00	\$	40.00	\$ 20.00
SIGN, TYPE B, TEMP, PRISMATIC, FURN	SFT	508 \$	4.00	\$ 2,032.00	\$ 2,032.00	\$	812.80	\$	812.80	\$ 406.40
SIGN, TYPE B, TEMP, PRISMATIC, OPER	SFT	508 \$	1.00	\$ 508.00	\$ 508.00	\$	203.20	\$	203.20	\$ 101.60
SIGN, TYPE B, TEMP, PRISMATIC, SPECIAL, FURN	SFT	122 \$	10.00	\$ 1,220.00	\$ 1,220.00	\$	488.00	\$	488.00	\$ 244.00
SIGN, TYPE B, TEMP, PRISMATIC, SPECIAL, OPER	SFT	122 \$	1.00	\$ 122.00	\$ 122.00	\$	48.80	\$	48.80	\$ 24.40
TRAFFIC REGULATOR CONTROL	LSUM	1 \$	10,000.00	\$ 10,000.00	\$ 10,000.00	\$	4,000.00	\$	4,000.00	\$ 2,000.00
TURF ESTABLISHMENT, PERFORMANCE	SYD	2800 \$	6.00	\$ 16,800.00	\$ 16,800.00	\$	6,720.00	\$	-	\$ 10,080.00
MONUMENT BOX	EACH	1 \$	700.00	\$ 700.00	\$ 700.00	\$	280.00	\$	280.00	\$ 140.00
MONUMENT PRESERVATION	EACH	1 \$	700.00	\$ 700.00	\$ 700.00	\$	280.00	\$	280.00	\$ 140.00
RAILROAD FLAG PERSON	HOUR	24 \$	72.00	\$ 1,728.00	\$ 1,728.00	\$	691.20	\$	691.20	\$ 345.60
CONTINGENCY WORK ITEMS	LSUM	1 \$	20,000.00	\$ 20,000.00	\$ 20,000.00	\$	8,000.00	\$	8,000.00	\$ 4,000.00
SUB TOTALS				\$ 572,501.25	\$ 565,893.25	\$	226,357.30	\$	219,566.90	\$ 119,969.05
INDIRECT COSTS:						_				
ENGINEERING @ 15% OF SUB TOTAL					\$ 84,883.99		33,953.60	-	32,935.04	17,995.36
ADMINISTRATIVE @ 5% OF SUB TOTAL					\$ 28,294.66		11,317.87		10,978.35	5,998.45
GRAND TOTALS					\$ 679,071.90	\$	271,628.76	\$	263,480.28	\$ 143,962.86

INDUSTRIAL PARK CONNECTOR PROJECT ASSESSMENT OF BENEFIT - ENGINEER'S ESTIMATE

Standard	Pacel Number Ad	Address	PARCEL P	arcel Sft	CLASS	STATUS	FRONTAGE La	nd Value	Building Value	e 1	Total Value	TIER	Owner	PAVEMENT	ACCESS	TOTAL	COMPARE	TOTAL
12-12-12-12-12-12-12-12-12-12-12-12-12-1			ACRES				FEET					BENEFIT		BENEFIT	BENEFIT	BENEFIT	VALUE	BENEFIT
Standard	GOULD STREET LIS	ST					ASSESSABLE											ADJUSTED
1907-2007 1907	011-021-005 52	20 S Gould St	1.77	77,101.20	INDUSTRIAL	IMPROVED	311.49 \$	15,500.00	\$ 210,200	.00 \$	\$ 225,700.00	1	Christian and Brenda Bertram	10,811.82	\$ 9,097.94 \$	19,909.76 \$	38,750.00	\$19,909.76
19-20-20-20-20-20-20-20-20-20-20-20-20-20-	011-021-002 S	Gould St	0.49	21,344.40	EXEMPT	VACANT	158.43 \$	3,628.55	\$	- \$	\$ 3,628.55	1	City of Owosso	5,499.11	\$ 2,518.64 \$	8,017.75 \$	-	\$0.00
	010-022-001 52	525 S Gould	1.93	84,070.80	INDUSTRIAL	IMPROVED	350.00 \$	16,900.00	\$ 193,900	.00 \$	\$ 210,800.00	1	Alliance-HNI, LLC	12,148.50	\$ 9,920.35 \$	22,068.85 \$	42,250.00	\$22,068.85
September Sept	542-000-047 S	Gould St	0.34	14,810.40	OTHER	VACANT	50.00 \$	2,517.77	\$	- \$	\$ 2,517.77	1	Huron & Eastern Railway Co., Inc	1,735.50	\$ 1,747.63 \$	3,483.13 \$	6,294.42	\$3,483.13
1001100 1001	542-000-048 S	Gould St	0.51	22,215.60	OTHER	VACANT	75.00 \$	3,776.65	\$	-	\$ 3,776.65	1	Huron & Eastern Railway Co., Inc	2,603.25	\$ 2,621.44 \$	5,224.69	3,305.08	\$3,305.08
Page	010-011-002 RF	RR ROW	0.46	20,037.60	OTHER	VACANT	50.00 \$	3,406.39	\$	-	\$ 3,406.39	1	Huron & Eastern Railway Co., Inc	1,735.50	\$ 2,364.44 \$	4,099.94	8,515.98	\$4,099.94
Moreone 1.5 Moreone 1.	010-011-003 RF	RR ROW	0.69	0.00	OTHER	VACANT	75.00 \$	-	\$	<u> </u>	\$ -	1	Huron & Eastern Railway Co., Inc	2,603.25	\$ - <mark>\$</mark>	2,603.25 \$	-	\$2,603.25
1999 160 160 1999			6.19															
March Marc	MONROE STREET L	LIST																
March Marc	010-010-001 M	Monroe St	1.56	40,152.59	INDUSTRIAL	VACANT	723.47 \$	6,825.94	\$	_	\$ 6,825.94	1	Consumers Energy, Co \$	136,235.69	\$ 4,738.01 \$	140,973.70	17,064.85	\$17,064.85
1901 1901	542-000-048 S	Gould St	0.22	0.00		VACANT	32.59 \$	· -	\$	_	, \$ -	1	Huron & Eastern Railway Co., Inc.	6,136.55	\$ - \$	6,136.55	· -	\$6,136.55
Control Cont	010-011-003 RF	RR ROW	0.39	51,478.50	OTHER	VACANT	686.38 \$	8,751.35	\$	_	\$ 8,751.35	1				135,326.21	19,275.11	
Market M				- ,				-,			,			,	, -, ,	1	-, -	, -, -
1001-1001 175 Ferr Ave	MCMILLAN AVENU	UE LIST																
100 110 140			1.13	49.222.80	EXEMPT	VACANT	296.25 \$	8.367.88	\$	_ <	\$ 8.367.88	1	City of Owosso S	44.713.01	\$ 5.808.29	50.521.30	-	\$0.00
130007003 700 McMillan				,			•	,	•	.00 5		1		,				•
130-008-00 75 McMillan 2.10 91,476.01 NOLISTRIAL MPROVED 26.88 \$ 22,100.00 \$ 1,276,900.00 1 Ruses Winchester, Inc. \$ 13,129.87 \$ 10,794.17 \$ 42,014.04 \$ 55,20.00 \$ 542,014.00 \$ 54,700.00 \$ 33.08 \$ 30,000.05 \$ 74,000.00 \$ 1,004,900.00 \$ 1 Tris-Mer \$ 5,931.55 \$ 32,845.11 \$ 8,776.62 \$ 77,000.00 \$ 38,776.61 \$ 10,004.00 \$ 1,004.900.00 \$				•				•		-	•	1	·	,			•	
130-08-000 745 McMillian 6.39 278,348-00 INUSTRIAL MPROVED 33 0 3,080.00 5 974,100 0 5 1,004,900.00 1 Consumer Energy, Co 8,376.62 5 - 8,376.62 5 - 9,000 1,000,000 1 Consumer Energy, Co 8,376.62 5 - 9,000 1,000,000 1,000,000 1 Consumer Energy, Co 8,376.62 5 - 9,000 1,000,000 1,000,000 1 Consumer Energy, Co 8,376.62 5 - 9,000 1,000								•		-	. ,		·	,	: ' :		•	
1900-1000 McMillan Ave				•			· ·	,	. , ,					- ,			•	
100-010-001 MoMillan Moment 1.56 0.00 MoUSTRIAL MoROVED 0.00 5 1.759.07 5 0.00 5 0.00 5 0.00 0.00 5 0.00 0.00 5 0.00 0.00 5 0.00 0.00 5 0.00 0.00 5 0.00 0.00 5 0.00 0.00 5 0.00 0.00 5 0.00 0.00 5 0.00 0.00 5 0.00 0.00 5 0.00 0.00 5 0.00 0.00 5 0.00 0.00 5 0.00 0.00 5 0.00 0.00 5 0.00 0.00 5 0.00 0.00 5 0.00 5 0.00 0.00 5 0.00 0.00 5 0.00 0.00 5 0.00 5 0.00 0.00 5 0.00 5 0.00 0.00 5 0.00 0.00 5 0.00 0.00 5 0.00 0.00 5 0.00 0.00 5 0.00 5 0.00 0.00			_				<u> </u>	<u> </u>	i i	_ <	\$ -	_	· ·	· •		· · · · · · · · · · · · · · · · · · ·	,	•
100-00-00 Farr Ave								_	,	_ <	γ \$ _		• • • • • • • • • • • • • • • • • • • •			· · · · · · · · · · · · · · · · · · ·	_	
130-007-002 780 McMillan 2.02 87,991.20 INDUSTRIAL IMPROVED 0.00 5 49,800.00 5 182,900.00 5 182,900.00 2 Industrial Real Estate Company, ILC 5 5 31,868.50 5 32,500.00 531,865.50 5 102,000.00 5 182,900.00 2 Industrial Real Estate Company, ILC 5 5 5 31,868.50 5 31,865.50 5 102,000.00 5 182,900.00 5 182,900.00 2 Industrial Real Estate Company, ILC 5 5 5 182,802.00 5 182,900.00 5 182,900.00 2 Industrial Real Estate Company, ILC 5 5 5 182,802.00 5 182,900.00 5 182,900.00 2 Industrial Real Estate Company, ILC 5 5 5 182,802.00 5 182,900.00 5 182,900.00 2 Industrial Real Estate Company, ILC 5 5 182,802.00 5 182,900.00 5 182,900.00 2 Industrial Real Estate Company, ILC 5 5 182,802.00 5 182,900.00 5 182,900.00 2 Industrial Real Estate Company, ILC 5 5 182,802.00 5 182,900.00 5 182,900.00 2 Industrial Real Estate Company, ILC 5 5 182,802.00 5 182,900.00 182,900.00 2 Industrial Real Estate Company, ILC 5 5 182,802.00 5 182,900.00 182,900.00 2 Industrial Real Estate Company, ILC 5 5 182,802.00 5 182,900.00 182,900.00 2 Industrial Real Estate Company, ILC 5 5 182,802.00 5 182,900.00 182,900.00 2 Industrial Real Estate Company, ILC 5 5 182,802.00 5 182,900.00 182,900.00 182,900.00 2 Industrial Real Estate Company, ILC 5 5 182,802.00 5 182,900.00									· •	_ <	\$ -			_			-	
1370 E South St 6.20 270,072.00 INDUSTRIAL MPROVED 0.00 \$ 40,800.00 \$ 142,100.00 \$ 142,000.00 \$ 2 18,000.00 \$ 2 18,000.00 \$ 2 18,000.00 \$ 2 18,000.00 \$ 31,868.50 \$ 31,8				,			•	•	•	7	r							· ·
S3-000-002 McMillan 0.75 32,670.00 EXEMPT VACANT 0.00 \$ 40,800.00 \$ 5 40,800.00 \$ 2 City of Owosso \$ 5 3,855.06 \$ 5 25,700.40 \$ 82,250.00 \$ 25,700.40 \$ 25				•				•					5 ,				•	
1479 McMillan 1479 McMilla				•				•	1				• • • • • • • • • • • • • • • • • • • •		i		•	
1509 McMillan 1.69 73,616-40 NDUSTRIAL MPROVED 0.00 \$ 14,800.00 \$ 64,500.00 \$ 73,900.00 2 Glern Barnes \$ - \$ 8,866.74 \$ 8,666.74 \$ 37,000.00 \$ 8,868.77 \$ 8,500.00 \$ 8,868.77 \$ 8,500.00 \$ 8,868.77 \$ 8,500.00 \$ 8,800.00 \$ 1,900.00 \$ 1,900.00 \$ 1,900.00 \$ 2,500.00 2 David and Richa Stechschulte \$ - \$ 11,505.18 \$ 11,505.18 \$ 37,000.00 \$ 11,505.18				•			•	•	•	00 9			•			,		•
McMillan				•			•	•			•	-	5				•	
1400 McMillan 2.25 98,010.00 COMMERCIAL MPROVED 0.00 \$ 14,800.00 \$ 10,900.00 \$ 25,700.00 2 David and Richa Stechschulte \$ - \$ 11,565.18 \$ 37,000.00 \$ 11,565.18 \$ 37,000.00 \$ 11,565.18 \$ 37,000.00 \$ 11,565.18 \$ 37,000.00 \$ 11,565.18 \$ 37,000.00 \$ 11,565.18 \$ 37,000.00 \$ 11,565.18 \$ 37,000.00 \$ 11,565.18 \$ 37,000.00 \$ 11,565.18 \$ 37,000.00 \$ 11,565.18 \$ 37,000.00 \$ 11,565.18 \$ 37,000.00 \$ 11,565.18 \$ 37,000.00 \$ 11,565.18 \$ 37,000.00 \$ 11,565.18 \$ 37,000.00 \$ 13,4284.30 \$ 37,4				•				•	1	_	•		•		· · · · · · · · · · · · · · · · · · ·		•	
1450 E South St 0.67 29,054.52 COMMERCIAL IMPROVED 0.00 \$ 5,900.00 \$ 42,900.00 \$ 48,800.00 2 Michael and Cheryl Brown \$ -				•			•	•	=	00 9			•			,		•
155 Industrial Dr 5.98 260,488.80 EXEMPT IMPROVED 0.00 \$ - \$ 136,900.00 \$ 136,900.00				,				•			•		•				•	
80-000-011 E South St 0.15 6,480.00 EXEMPT VACANT 0.00 \$ 1,101.60 \$ - \$ 1,101.60 \$ 2 City of Owosso \$ - \$ 764.64 \$ 764.64 \$ - \$ 0.00 \$ 180-000-006 1650 E South St 2.65 115,434.00 INDUSTRIAL IMPROVED 0.00 \$ 23,200.00 \$ 86,900.00 \$ 110,100.00 2 Rivers Properties, LLC \$ - \$ 13,621.21 \$ 13,621.21 \$ 58,000.00 \$ 13,621.21 \$ 180-000-001 180-000-001 1550 E South St 2.88 125,452.80 COMMERCIAL WACANT 0.00 \$ 25,300.00 \$ 163,100.00 \$ 188,400.00 2 David and Richa Stechschulte \$ - \$ 5,294.28 \$ 14,803.43 \$ 63,250.00 \$ 14,900.00 \$ 1,400.00 \$ 1				•			· · · · · · · · · · · · · · · · · · ·			-	•				· · · · · · · · · · · · · · · · · · ·		•	
180-000-006 1650 E South St 2.65 115,434.00 INDUSTRIAL IMPROVED 0.00 \$ 23,200.00 \$ 86,900.00 \$ 110,100.00 2 Rivers Properties, LLC \$ - \$ 13,621.21 \$ 13,621.21 \$ 58,000.00 \$ 13,621.21 \$ 13,621.21 \$ 58,000.00 \$ 14,800.00 \$ 17,000.00 \$ 17,000.00 \$ 17,000.00 \$ 14,800.				•						,			•		,			
880-000-012 E South St 0.19 8,100.00 EXEMPT VACANT 0.00 \$ 1,377.00 \$ - \$ 1,377.00 2 City of Owosso \$ - \$ 955.80 \$ 955.80 \$ - \$ 0.00 \$ 1,4803.43 \$ 14,803				•			•	•	•	7	•		,					•
1750 E South St				•				•		.00 ,	•		• • •		· · · · · · · · · · · · · · · · · · ·			
1.03 44,866.80 COMMERCIAL VACANT VACAN				•				•	•	00 5	•							
180-000-010 Industrial Dr 1.03 44,866.80 COMMERCIAL VACANT 0.00 \$ 15,000.00 \$ - \$ 15,000.00 \$ 2 Michael and Cheryl Brown \$ - \$ 5,294.28 \$ 5,294.28 \$ 37,500.00 \$ \$5,294.28 \$ 180,000.00 \$ 1655 Industrial Dr 2.99 130,244.40 INDUSTRIAL IMPROVED 0.00 \$ 26,200.00 \$ 180,000.00 \$ 206,200.00 \$ 2 MRM Industries \$ - \$ 15,368.84 \$ 15,368.84 \$ 65,500.00 \$ 15,368.84 \$ 65,500.00 \$ 15,368.84 \$ 65,500.00 \$ 15,368.84				•			· ·	•		.00 ب _ د	•	=	•				•	
185-000-007 1655 Industrial Dr 2.99 130,244.40 INDUSTRIAL IMPROVED 0.00 \$ 26,200.00 \$ 180,000.00 \$ 206,200.00 \$ 2 MRM Industries \$ - \$ 15,368.84 \$ 15,368.84 \$ 65,500.00 \$ 15,368.84 \$ 65,500.00 \$ 15,368.84 \$ 65,500.00 \$ 15,368.84 \$ 65,500.00 \$ 15,368.84 \$ 15,368.84 \$ 15,368.84 \$ 65,500.00 \$ 15,368.84 \$ 15,												2						
1980-000-008 1070 Aiken Rd 2.88 125,452.80 INDUSTRIAL IMPROVED 0.00 \$ 11,400.00 \$ 78,900.00 \$ 90,300.00 2 M & S Properties, LLC \$ - \$ 14,803.43 \$ 14,803.43 \$ 28,500.00 \$ 14,803.43 \$ 28,500.00 \$ 14,803.43 \$ 28,500.00 \$ 14,803.43 \$ 14,803.43 \$ 28,500.00 \$ 14,803.43 \$ 14,803.43 \$ 28,500.00 \$ 15,5				•			="					2	_					
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NOTES

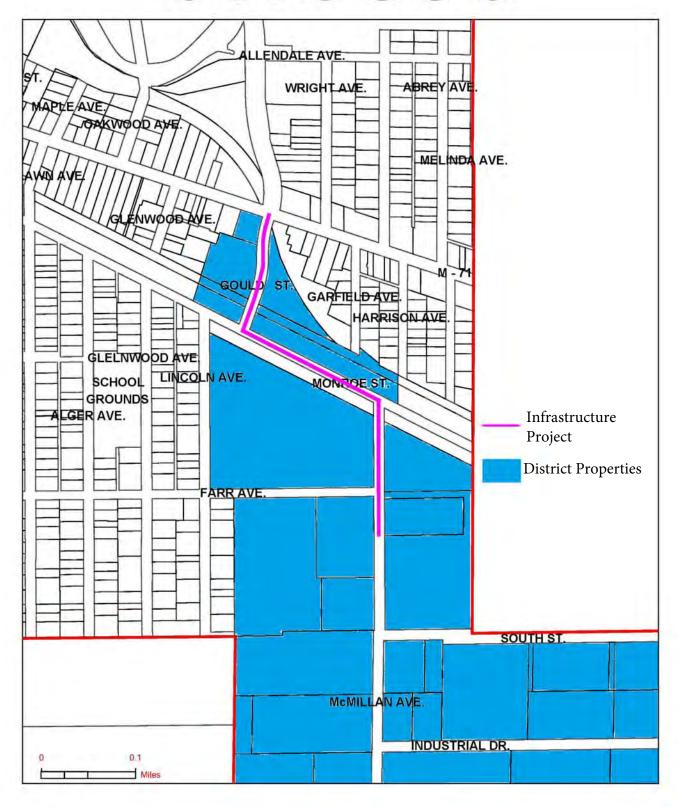
TOTAL BENEFIT-GOULD STREET \$55,470.01
TOTAL BENEFIT-MONROE STREET \$42,476.51
TOTAL BENEFIT-MCMILLAN AVE \$441,999.26
\$539,945.78

^{1.} PARCEL NO. 542-000-047 PARCEL AREAS ADJUSTED FOR SPREADSHEET CALCULATIONS. TOTAL ASSESSMENT TO PARCEL CAPPED BY LAND VALUE.

^{2.} PARCEL NO. 542-000-048 PARCEL AREAS ADJUSTED FOR SPREADSHEET CALCULATIONS. TOTAL ASSESSMENT TO PARCEL CAPPED BY LAND VALUE.

^{3.} PARCEL NO. 010-011-003 PARCEL AREAS ADJUSTED FOR SPREADSHEET CALCULATIONS. TOTAL ASSESSMENT TO PARCEL CAPPED BY LAND VALUE.

OWOSSO





MEMORANDUM

301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • WWW.CI.OWOSSO.MI.US

DATE: February 25, 2018

TO: City Council

FROM: Glenn M. Chinavare, Director of Public Services & Utilities

SUBJECT: Amendment No. 1 to the 2018 City Wide Mowing and Noxious

Weed Removal Services Contract with J&M Tree Service

RECOMMENDATION:

Approval to extend through the 2018 mowing season the Mowing and Noxious Weed removal services contract to J&M Tree Service of Flint, Michigan in the amount of \$24,300.00.

BACKGROUND:

J&M Tree Service was awarded the City Wide Mowing Contract for 2017, and has offered to perform the same services for the 2018 season at the 2017 bid price. J&M performed last year's contract very well, and I am pleased to welcome them back for the 2018 mowing season.

FISCAL IMPACTS:

Contract services amount of \$24,300.00, plus contingency work in the amount of \$2,500.00 with prior written approval, for a total of \$26,800.00. The costs for these contracted services shall be paid from the 101-265-818.000 contract services account.

RESOLUTION NO.

AUTHORIZING THE EXECUTION OF AMENDMENT NO.1 TO THE 2017 TALL GRASS MOWING PROGRAM CONTRACT BETWEEN THE CITY OF OWOSSO AND J&M TREE SERVICE AKA FORREST M. SPITZER EXTENDING THE CONTRACT THROUGH THE 2018 MOWING SEASON

WHEREAS, the city of Owosso, Shiawassee County, Michigan, has determined that maintenance of city owned grounds, and private property not in compliance with city ordinances is required, necessary, and in the public interest; and

WHEREAS, the city of Owosso sought bids to perform mowing and noxious weed removal services in 2017, J&M Tree Service was the low responsible and responsive bidder and has offered to perform these same services for the 2018 mowing season at the 2017 bid price, and it is hereby determined that J&M Tree Service of Flint, Michigan is qualified to provide such services for the 2018 city wide mowing season.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

FIRST: The City of Owosso has heretofore determined that it is advisable, necessary

and in the public interest to extend the 2017 Tall Grass Mowing Contract with J&M Tree Service a.k.a. Forrest M. Spitzer for the 2018 mowing season.

SECOND: The mayor and city clerk are instructed and authorized to sign Amendment No. 1

to the contract for services between the city of Owosso, Michigan and J&M Tree Service a.k.a. Forrest M. Spitzer in the amount of \$24,300.00, plus contingency work with prior written approval, in the amount of \$2,500.00 for a total of

\$26,800.00.

THIRD: The accounts payable department is authorized to pay J&M Tree Service a.k.a.

Forrest M. Spitzer for work satisfactorily completed up to \$26,800.00.

FOURTH: The above expenses shall be paid from account 101-265-818.000.

AMENDMENT NO. 1 TO A CONTRACT FOR SERVICES WITH J&M TREE SERVICE A.K.A. FORREST M. SPITZER FOR THE 2017 TALL GRASS MOWING PROGRAM

This amendment is attached and made part of the contract for services for the 2017 Tall Grass Mowing Program, authorized by City Council May 1, 2017, between the city of Owosso, Michigan (City) and J&M Tree Service a.k.a. Forrest M. Spitzer (Contractor).

2017 TALL GRASS MOWING PROGRAM CONTRACT

PROJECT SCOPE OF WORK

The project scope of work remains as stated in the original bid documents.

SCHEDULE

The schedule for the project is amended as follows:

Work shall be extended through the 2018 mowing season (May 15, 2018 - October 15, 2018).

COMPENSATION

Total compensation for the contract shall be increased \$24,300.00, billed on a per unit basis.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and date first above written.

For the Contractor:		For the City:	
Ву:		By: Christopher T. Eveleth, Mayor	
Its:		Christopher 1. Eveletti, Mayor	
Ву:		By: Amy K. Kirkland, City Clerk	
lts:		Amy K. Kirkiand, Oily Clerk	
Executed:	, 2018	Executed:	, 2018

J & M TREE SERVICE

4618 MILTON DR FLINT, MICHIGAN 48507 PHONE (810) 238-3234 FAX (810) 743-6338

Forrest@Jmtreeservice85.comcastbiz.net www.jmtreeservice.com

Feb 26, 2018

City of Owosso 3101 W Main St Owosso, MI 48867

Attn: Glenn Chinavere- Utility Dept

Ph 989-725-0555, Email: glenn.chinavere@ci.owosso.mi.us

RE: 2018 City Wide Mowing Services Contract for 2018

I understand that the contract for City Wide Mowing is up for renewal. I would like to offer to perform the services at the same unit price for 2018 as I bid in 2017.

Thank you for your consideration, Forrest M Spitzer, Owner J&M Tree Service

E-mail: Forrest@Jmtreeservice85.comcastbiz.net



MEMORANDUM

301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • WWW.CI.OWOSSO.MI.US

DATE: February 26, 2018

TO: Owosso City Council

FROM: Glenn Chinavare, Director of Public Services & Utilities

SUBJECT: Professional Engineering Services for Washington Street Project

RECOMMENDATION

Approval of the proposal provided by ENG Engineering and Surveying in the amount of \$104,392.50, for engineering design and construction administration services for the Washington Street Project.

BACKGROUND

On February 15, 2018, the City received official notification that its application for the Washington Street Project was accepted and awarded for federal Highway Safety Improvement Program (HSIP) funding. On February 20, 2018, the City received proposals from its four QBS selected firms. Professional engineering services are required for engineering design and construction administration services. These services are required by MDOT for quality control and construction oversight of the project. All proposals were evaluated, with ENG Engineering and Surveying considered the most qualified firm to perform these services. Evaluation of qualifications is based on, 1) Firm's history & capabilities to perform similar projects, 2) Key personnel, 3) Performance measures, and 4) Pricing. A copy of ENG Engineering and Surveying proposal can be provided upon request.

Competing firms listed in ranked order with pricings were:

OHM Advisors proposal \$127,528.00
 Fleis & Vandenbrink proposal \$112,500.00
 Spicer Group proposal \$140,300.00

FISCAL IMPACTS

Funds for the above proposed services in the amount of \$104,392.50 will be issued from the 2016 Unlimited Obligation Street Bonds proceeds, federal HSIP grant funds recently awarded by the State of Michigan, and other funds as appropriated.

ENCLOSURES: (1) Resolution awarding contract to ENG Engineers and Surveyors

(2) RFP Washington Street Project(3) MDOT Notification of HSIP Award

(4) Map of Project Area

RESOLUTION NO.

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH ENG ENGINEERS AND SURVEYORS FOR THE S. WASHINGTON STREET PROJECT

WHEREAS, the City of Owosso, Shiawassee County, Michigan, is considering the necessary resurfacing of various streets as outlined within its RFP for professional engineering services; and

WHEREAS, this project requires the services of a professional engineering firm; and

WHEREAS, the City sought proposals from its QBS list of firms to perform such work; and

WHEREAS, ENG engineers and Surveyors is selected as the most qualified firm to perform such work and offers to complete full design and construction administration services of said project in return for compensation in an amount not to exceed of \$104,392.50.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to employ the firm of ENG Engineers and Surveyors to provide professional engineering services for the S. Washington Street Project.

SECOND: The mayor and city clerk are instructed and authorized to sign the necessary documents as an Agreement for Professional Engineering Services between the City of Owosso, Michigan and ENG Engineers and Surveyors.

THIRD: The Accounts Payable department is authorized to make payment up to the amount of \$104,392.50 to ENG Engineers and Surveyors upon successful completion of stated work.

FOURTH: The above expenses shall be paid from the 2016 Unlimited Obligation Bond Proceeds Acct No. _____ and other funds as appropriated.

REQUEST FOR PROPOSAL CITY OF OWOSSO WASHINGTON STREET PROJECT

BACKGROUND:

The city of Owosso has received preliminary information that it will receive a Local Safety (HSIP) Program grant for the 2019 construction season. The grant will be in the form of 90/10 share with federal amount capped at \$600,000.00. Because of mitigating circumstances and that the city of Owosso desires to enter the project into MDOT's queue for its February, 2019 bid letting, this RFP is sent at this time. Construction period shall begin after the Curwood Festival, tentatively scheduled June 7-10, 2019.

The project is the S. Washington Street Corridor with improvement. Limits from Gute Street northerly to M-71 (Corunna Ave.). Washington Street is designated as a NFC minor arterial and is the main north/south artery into the City CBD area. Washington Street is the highest volume city-owned street servicing about 9,200 vehicles per day; and of that amount, approximately 6% may be assumed as commercial traffic. Washington Street is part of the signed commercial traffic connector between state highways M-52 and M-71. There are three major intersections within the corridor; Gute Street, Stewart Street, and M-71. There also is one rail crossing with the Huron & Eastern Railroad. The rail crossing is protected with active devices supplemented with overhead pre-signals that are interconnected with those at M-71. Washington Street was part of the former state highway M-47. Circa 1960, the City accepted the road and is responsible for its maintenance. Over the last 50+ years, significant developmental and traffic changes have occurred, most notably is Baker College that sits at the south end of the project. The present S. Washington Street is a patchwork creation of various short-term attempts to meet the changing environment. The city of Owosso desires to improve pavement, simplify the traffic lanes, and improve safety conditions for all road users.

PROJECT DETAILS

Total estimated project cost is \$726,825.00; and of that amount, federal HSIP grant funds will pay \$600,000.00, and the City share is \$126,825.00. The City is responsible for all additional costs including engineering. The selected consultant will be responsible for complete professional engineering design and construction administration services for the project. Services shall include the following work items:

1. Simplify the variable lane design to a standard three-lane with center-turn lane 'road diet' design. The center lane will be a continuous two-way left-turn lane, from Gute Street through Monroe Street. The Stewart intersection will have directional left-turn lanes. The segment between Monroe and M-71 will transition into individual movement lanes over the Huron & Eastern Railroad and approaches to M-71. A rendering is included with this RFP as a drawing attachment.

- 2. Survey and best fit the new road onto existing road geometry. Adjust curbs, widen select sections and realign the road to best fit the proposed road onto existing geometry at minimal overall cost to the City. In addition to the road diet design, the northbound approach to M-71 will be revised as follows: offset and extend the right-turn lane over Huron & Eastern railroad crossing; realign the through lane and create a left-turn lane into the private driveway to the west; altogether with best fitting the lanes with lane geometry to opposing southbound traffic movements. All design work affecting the M-71 intersection must be coordinated with and accepted by MDOT.
- 3. Add all-way STOP sign controls at the intersection of Washington @ Stewart Street intersection. Consultant shall design the intersection for the new controls.
- 4. Bicycle lanes shall be designed and installed in conjunction with the 'road diet'. Street parking will be prohibited and bicycle lanes shall be best fitted in accordance with AASHTO design guidelines.
- 5. Evaluate the existing overhead stop-and-go traffic signals at both Huron & Eastern Railroad crossing and M-71. Early evaluation suggests some adjustments with the pre-signals and support poles may be required to fit the new road realignment. The City has initiated contact with MDOT Davison TSC and Bay Region Traffic & Safety Engineers. They may request some layout information for signal evaluation. The Consultant will coordinate all work between the city of Owosso and MDOT.
- 6. Design pavement to meet traffic demand for the next 20 years. Preliminary plans are to replace the existing pavement section from Stewart Street through M-71 with new HMA pavement section using AASHTO design procedure, and do a structural overlay from Gute Street to Stewart Street.
- 7. Analyze traffic requirements of surrounding area and develop suitable detour plan. Detour plan most likely will require using state highways M-52/M21/M-71.
- 8. Design and replace existing storm sewer system to adequately drain the revised street section. The existing system is old (1916), drains away from Washington on lateral streets. Expectation at this time is to replace existing system in kind.
- 9. Install ADA compliant handicap ramps at all affected intersections.

SCOPE OF SERVICES:

Consultant to furnish the following full **Design Engineering** services as follows:

- 1. Provide geotechnical services; minimum six pavement borings up to three feet depth with soil analysis and engineer's opinion. The City can provide traffic control with sufficient notice.
- 2. Provide complete survey, engineering design with detailed construction plans, bid documents, intersection design, especially at the Huron & Eastern Railroad and M-71 intersections; all in compliance with MDOT Local Program Agency procedures and pratices.
- 3. Produce 90% level preliminary plans for city comment and private utility comment. Then provide final plans and bid documents in conformance with MDOT standards and procedures.

- 4. Coordinate the project with all stakeholders of the project that include private and public utilities, SHPO, MDOT Local Agency and Davison TSC, MDOT Rail Safety Section, Huron & Eastern Railroad, Shiawassee County SESC services, Owosso Public Schools Transportation Department, residents and businesses affected by the Project, and any other interested party that comes forward as result of the Project.
- 5. Coordinate and administer the Grade Inspection.
- 6. Submit final package of plans and bid documents in timely manner to ensure the project is included in the February, 2019 MDOT bid letting schedule.
- 7. Address questions and contract addendums during bid phase.

Consultant to furnish full **Construction Administration** services including; field surveying, construction observation and recording, material testing, quality control and general project administration as follows:

- 1. Analyze contractor bids and make recommendation to City as to bid results.
- 2. Schedule and administer the pre-construction meeting at City Hall.
- 3. Coordinate utility work with selected contractor.
- Provide Quality Control and Quality Assurance with properly certified staff as required by MDOT; to ensure that all work is performed in compliance with contract documents.
- 5. Provide all necessary construction staking and general surveying of project, as needed.
- 6. Attend progress meetings as required.
- 7. Provide, minimum, one full-time Construction Services Technician on a regular basis during construction phase.
- 8. Provide professional engineer that will report to both MDOT Construction Engineer and City Engineer. Act as liaison between both agencies.
- 9. Perform all qualified field and plant production testing of materials as required by MDOT. Coordinate and administer pre-production meetings.
- 10. Provide all daily field reports, material testing reports, soil and sedimentation control reports, and any other necessary reports to fulfill services; all in MDOT format.
- 11. Provide all record keeping and reporting in Field Book and Field Manager, or their replacement per MDOT directions.
- 12. Process pay estimates.
- 13. Process work orders.
- 14. Process contract modifications (change orders).
- 15. Assist City in resolving problems and/or claims related to the project.
- 16. Provide project close-out services to satisfaction of MDOT and City.
- 17. Produce all final documents and files at completion of project to MDOT and City.

ADDITIONAL SERVICES

Any additional services after acceptance of proposal will be administered as a Contract Amendment that must be approved by City Council, and after ordered by Purchase Order, prior to the start of any additional work.

REQUIREMENTS:

Scope of services shall be performed in compliance with:

- 1. MDOT standards, procedures, and oversight. This includes MDOT Rail Safety Section.
- 2. MDEQ and City of Owosso standards.
- 3. SHPO standards, procedures, and acceptance.
- 4. Local Agency HSIP program requirements and City of Owosso application for said funds.

ATTACHMENTS AND REFERENCES:

The following attachments and references are part of this proposal:

- 1. Master Agreement between the City of Owosso and Consultant: by reference.
- MDOT 2012 Standard Specifications for Construction, its Standard Plans, its policies and procedures for field inspection and materials testing; all by reference.
- MDOT Grant Narrative and select submittals dated July 5, 2017.
- 4. Engineer's Estimate of Probable Cost, dated August 1, 2016.
- 5. Preliminary design sketches from grant application.

COMPENSATION FOR SERVICES:

The City agrees to pay the Consultant as full compensation for services rendered as set forth in this contract in the form of <u>Cost-Not-To-Exceed</u> as agreed upon under the Contract. Periodic progress payments shall be made on a monthly schedule, based upon percent of work completed. Additional compensation must be agreed to between both parties, in advance as stated in the Additional Services section of this RFP.

SUBMITTALS EXPECTED FROM CONSULTANT:

Consultant must submit four (4) copies of written proposals to the City of Owosso's contact person no later than 3:00 p.m., Tuesday, February 20, 2018 to be considered. Please include within your proposal, a brief letter of understanding and scope of services that will be performed under this agreement. Please include information regarding firm background and experience relative to this project's scope of work. Please include any specialized knowledge and qualifications that are specific to this project. Consultant's proposal should include:

- 1. Consultant's team members and role.
- 2. Consultant's familiarity with MDOT local Agency Program, especially Safety Projects, with examples (three maximum) of similar projects.
- 3. Consultant to affirm that given current workload and current capacity, how it may accomplish the project within the required time period.
- Level of Effort Estimate with classification and hour distribution of each team member, in tabular form. Consultant advised to build construction schedule based upon up to 50 construction work hours per week.
- 6. Critical Path Bar Schedule of both design and construction phases of this project. Schedule should anticipate Consultant receiving its Notice-to-Proceed on March 5, 2018. Schedule should include logical task process from project initiation through project closeout, with important milestones and critical dates. Proposed

- schedule expected to include MDOT bid-letting January, 2019 and construction start date no sooner than June 11, 2019.
- 5. Cost Proposal identifying all costs for services offered as outlined in this proposal, plus any other anticipated costs (list as optional) that Consultant believes should be added to complete services to the City.

ISSUING OFFICE:

This RFP is issued by the City's Department of Public Services. All correspondence, questions, and additional information regarding the RFP shall be addressed in written form and submitted no later than seven (7) days prior to the proposal letting date to:

Mr. Randy Chesney, PE, City Engineer City of Owosso City Hall, 301 W. Main Street Owosso, MI 48867 (989) 725-0550 (office) randy.chesney@ci.owosso.mi.us

All responses to written questions will be made available to all three firms that are asked to submit proposals. Written proposals (total of four copies) must be sealed and delivered to the Department of Public Service no later than the date indicated within this RFP.

SELECTION AND AWARD PROCESS:

The following table will be used by the City's Selection Committee. The Consultant is advised that proposals will be weighed as illustrated herein. Therefore, the Consultant is advised to submit proposals that fully address selected criteria so as to gain a maximum score of 150 points from each committee member. The combined scores of the committee members will be used to establish the successful proposal. The City, at its sole discretion, may choose to interview the top rated firm at a future date. The following evaluation sheet will be used to determine which consultant's proposal is 'In the Best Interest of the City':

Firm:					
<u>Select</u>	tion Criteria Score	Rating (1-5)	X	Weight	=
1.	Firm's History and Capability to Perform Required Services: a. List of Sub-Consultant's (If any). b. Design Services Experience. c. Construction Administration Experience. d. Quality Control Experience.		X	5	
2.	Evaluation of Firm's Key Personnel: a) Experience of Key Members. b) Familiarity with Similar Projects.		Х	10	
3.	Performance Measures: a. Ability to Meet Schedule. b. Meet Established Project Budget c. Firm's performance on previous		x pro	5 ojects.	
4.	Firm's Pricing Proposal: a. Understanding of Cost-Not-to-Ex b. Past practice experience on prev c. Assurance that Current Pricing W Fulfill Services.	rious projects.	X	10	
		Total	Sco	re	



RICK SNYDER GOVERNOR

STATE OF MICHIGAN DEPARTMENT OF TRANSPORTATION LANSING

KIRK T. STEUDLE

February 15, 2018

Mr. Randy Chesney City of Owosso 301 West Main Street Owosso, Michigan 48867

Dear Mr. Chesney:

Project Name: Washington Street Control Section: HSIP 76000 Job Number: TBD

The Michigan Department of Transportation (MDOT) is pleased to inform you that the subject project has been approved for federal funding in the 2019 fiscal year (FY). All agencies were previously notified by telephone and approved projects are posted on MDOT's website at www.michigan.gov/mdot.

Control Section: HSIP 76000 - Job Number: TBD

Safety Improvement Project Approved Amount: \$726,825.00

Federal Participation: \$600,000.00 Project Name: Washington Street

Project Limits: Washington Street from Gute Street to M-71 (Corunna Avenue)

Work Description: HMA cold milling and resurfacing, modify laneage to a standard 3 lane section with

bike lanes, and install an all-way stop at the intersection of Stewart Street

This project will be funded with 90 percent federal funds. Unless otherwise approved in writing by MDOT at the time of obligation, the federally participating project costs for the 2019 Highway Safety Improvement Program (HSIP) are limited to the project costs submitted with the application and listed above, plus the lesser of an increase of 20 percent or \$20,000 above the total project cost. The maximum amount of federal funds allowed for this project is \$600,000 for the construction phase let to contract, as long as the above listed limits are not exceeded.

Preliminary engineering, construction engineering, and right-of-way costs are not eligible for reimbursement. Nonparticipating construction items of work may be included in the overall project estimate, but are not reimbursable for federal funding. Items such as decorative lighting, brick sidewalks, street pavers, or any items that are not safety related in nature are not eligible for federal aid. These items will be reviewed once the preliminary plans are developed.

Funds for this project must be obligated in FY 2019. In order to accomplish this, the programming application form must be completed and returned to our office when the engineer's estimate is completed. The programming application form is available on MDOT's website at www.michigan.gov/mdot. In the 'Doing Business' menu, select 'Forms', under 'Local Government' select Program Application/Reimbursement Forms - Form 0258 is to be used for bridge projects and Form 0260 is to be used for road projects. As plans near completion, a grade inspection (GI) meeting can then be scheduled with our office.

Federal funds cannot be obligated until the following steps have been completed:

Mr. Randy Chesney Page 2 February 15, 2018

- The Program Application has been completed
- GI meeting has been held
- Environmental/historical clearance is received
- Permits are obtained and included in the project approval
- Right-of-way issues are cleared
- Final plans are submitted

Local Agencies within Metropolitan Planning Organization (MPO) areas must coordinate with their MPO to ensure inclusion of their project in the area's Transportation Improvement Program (TIP) for the fiscal year for which the project was selected. MDOT's Local Agency Programs Section will supply a list of selected projects to the MDOT Planning group, but it is the local agency's responsibility to ensure these projects are included in the State Transportation Improvement Program (STIP).

Provided MDOT has obligation authority remaining, HSIP funds will be obligated up through August 31, 2019. Therefore, to ensure funds are obligated prior to this date, it is imperative that the project's final package is completed and submitted to MDOT by August 17, 2019. Once posted, the Local Agency Programs FY 2019 Project Planning Guide can be accessed at www.michigan.gov/mdotlap and contains the milestone dates required for a GI submittal in order to obligate your project for the fiscal year. If your local agency wishes to obligate and construct your project prior to the fiscal year for which it was selected, they may do so by utilizing the advance construct process. The Local Agency is responsible for ensuring the project is listed in the (S)TIP for both fiscal years (the year obligated and the year federal funds are converted).

Every effort has been given to maintain a fiscally constrained program and maximize the use of limited available funds. Projects will be handled on a first come, first served basis, so please make every effort to stay on schedule.

If your project is not obligated in FY 2019, MDOT may elect to retract approved funding and you will be required to resubmit your project under a future call. If a project has received prior written approval to be carried over to FY 2020, the agency will be scored significantly lower on subsequent project submittals for two years. Funding for any 2019 project not obligated by FY 2020 will be rescinded. Any changes in the scope of work or significant changes in project cost which cannot be justified will be denied.

Please send the programming application form, GI and final plans to:

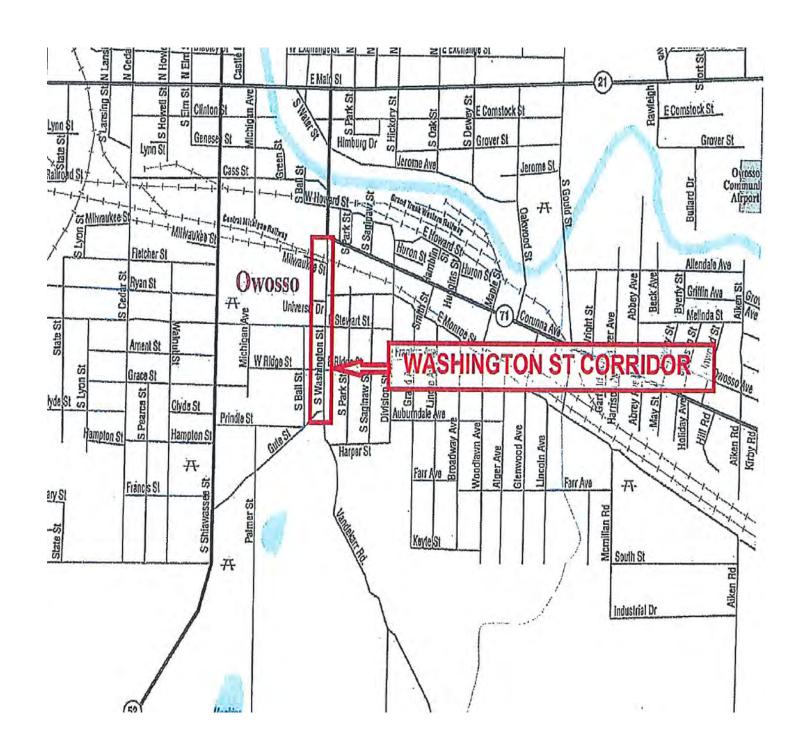
Pamela R. Blazo, P.E. Michigan Department of Transportation Local Agency Programs, B215 425 W. Ottawa Street P.O. Box 30050 Lansing, Michigan 48909

If you have any questions, please contact Pamela Blazo, Safety Programs Engineer, at (517) 335-2224 or blazop@michigan.gov.

Sincerely,

Pamela R. Blazo, Safety Engineer

Local Agency Programs





MEMORANDUM

301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 • WWW.CI.OWOSSO.MI.US

DATE: March 1, 2018

TO: Mayor Eveleth and the Owosso City Council

FROM: Susan Montenegro

Asst. City Manager/Community Development Director

SUBJECT: Downtown Facade Grant Professional Design Services

RECOMMENDATION:

The façade grant for five downtown properties includes six facades (one has a front and rear façade) has been signed and is awaiting final execution by the Michigan Economic Development Corporation. The next step is to prepare bid specifications and construction documents so that sealed bids can be received for each property. Due to the historic nature of the facades, the creation of these documents is highly specialized and will require professional assistance.

Similar services were required early in the process to get preliminary construction estimates. At that time, staff received a list of recommended firms from the State Historic Preservation Office to perform such work. A request for qualifications invited architectural firms to submit their qualifications to the city for this purpose. H2A Architects, Inc. was found to be the most qualified bidder out of six firms and their services were utilized for preparation of the preliminary construction estimates.

To expedite the current process for 2017-18 construction, as well as recognize the quality and unique circumstances under which such professional services are provided, I recommend the city continue to work with H2A Architects, Inc. under a new contract. The scope of services and maximum pricing is included in the attached documentation. H2A Architects, Inc. is proposing not-to-exceed costs of \$60,600 of which the city will be responsible to pay \$30,300 as its local match portion.

I recommend the city council approve the execution of a professional services agreement with H2A Architects, Inc. for the scope of work attached. I further recommend that the city commit its share of the design work (estimated at \$30,300) and establish escrow accounts for all the property owners in the amounts required to cover each respective building's share of the design fees.

RESOLUTION NO.

A RESOLULTION TO APPROVE THE PROFESSIONAL DESIGN SERVICES FOR THE 2017-18 OWOSSO FACADE PROJECT

WHEREAS, the City of Owosso recognizes the importance of its downtown as it relates to the economic and cultural development of the community, as well as the overall quality of life; and

WHEREAS, the Owosso Master Plan indicates that investment in the downtown structures so that they can sustain modern economic and residential functions in the new economy is essential to the community's future; and

WHEREAS, six properties have been selected to receive façade grant support from the Michigan Economic Development Corporation, with such properties listed as follows:

114 W. Main St. 114 N. Washington St. 115 N. Washington St. 116 N. Washington St.

216 & 218 W. Main St. (front and rear façade work)

WHEREAS, professional design services for construction documents and bid specifications are now required to bid the individual façade projects out, with the description of such services attached as submitted by Jackie Hoist, AIA of H2A Architects, Inc.; and

WHEREAS, the city finds H2A Architects, Inc. to have the necessary qualifications to perform the work as well as competitive pricing given the uncertain nature of the project; and

WHEREAS, the property owners will be responsible for 50% the costs associated with their respective façade designs, and the city will be responsible for the remaining 50% of the costs for a total of \$60,600.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Owosso, Shiawassee County, Michigan that:

FIRST: The City of Owosso has theretofore determined that it is advisable, necessary and in the public interest to engage the services of H2A Architects, Inc. for the provision of professional design services for construction documents and bid

specifications to bid the Downtown Façade Improvements.

SECOND: The mayor and city clerk are instructed and authorized to sign the professional services agreement between the city of Owosso, Michigan and H2A Architects,

Inc. in the amount of \$60,600,00.

THIRD: The same council hereby directs staff to establish escrow accounts in which all engaged property owners will contribute the following amounts to cover the expected costs of the professional services for their portion of the design services:

\$ 9,480
\$ 5,160
\$ 5,160
\$ 114 N. Washington St.
\$ 5,160
\$ 115 N. Washington St.
\$ 7,920
\$ 116 N. Washington St.
\$ 6,540
216 & 218 W. Main St. (front and rear facade work)

FOURTH: The same council hereby directs staff to encumber \$30,300 for its portion of said professional design services.

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twentieth day of February in the year Two Thousand Eighteen

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

City of Owosso 301 W. Main Street Owosso, MI 48867

and the Architect:

(Name, legal status, address and other information)

H2A Architects Inc. 9100 Lapeer Road Suite B Davison MI 48423

for the following Project:

(Name, location and detailed description)

City of Owosso Facade Upgrades Downtown Owosso, Michigan Facade upgrades for: 114 N. Washington 115 N. Washington 116 N. Washington 216 & 218 W Main 114 W. Main

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

City of Owosso/DDA Downtown Façade Study: Preliminary Designs with cost projections as shown in Exhibit 'A' and Schedule for the Architects services Exhibit 'E'

- **§ 1.2** The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:
 - .1 Commencement of construction date:

May 10, 2018

.2 Substantial Completion date:

June 1, 2019

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

- § 2.1 The Architect shall provide the professional services as set forth in this Agreement.
- § 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- **§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.
- **§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- **§ 2.5** The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000 See Exhibit 'B'

.2 Automobile Liability

\$1,000,000 See Exhibit 'B'

.3 Workers' Compensation

\$500,000 See Exhibit 'B'

.4 Professional Liability

\$1,000,000 See Exhibit 'B'

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

- **§ 3.1** The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.
- § 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.
- § 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.
- § 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

- § 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.
- § 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.
- **§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES – As Provided Under Previous Contract See Exhibit 'A' § 3.2.1

(Paragraphs deleted)

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

- § 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.
- § 3.3.2 The Architect shall update the estimate of the Cost of the Work.
- § 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

- § 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.
- **§ 3.4.2** The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.
- § 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms as well as inclusion of the Owner's bid template documents; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.
- § 3.4.4 If specifically requested by the Owner, The Architect shall update the estimate for the Cost of the Work.
- § 3.4.5 The Architect shall submit the Construction Documents to the Owner, and if estimates were requested to be updated, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES § 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, and maintaining a log of distribution,;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.5.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide limited administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201TM–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall provide limited services including a pre-construction meeting and a final inspection and on a limited basis advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site on a limited basis as setforth in Section 4.3.3, to become generally familiar with the quality of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the quality of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing

of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Owner shall review the Contractors request for payment and the Architect shall only when specifically requested by the Owner, review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Owner shall review the Contractors submittal schedule and the Architect shall only when specifically requested by the Owner review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the submittal schedule, the Owner shall review the Contractor's submittals and the Architect shall only when specifically requested by the Owner review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect upon request of the Owner shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date of final completion; issue Certificates of Substantial Completion

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3

§ 3.6.6.4

§ 3.6.6.5

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additiona	Il Services	Responsibility	Location of Service Description
		(Architect, Owner	(Section 4.2 below or in an exhibit
		or Not Provided)	attached to this document and
		, i	identified below)
§ 4.1.1	Programming (B202 TM _2009)	NA	
§ 4.1.2	Multiple preliminary designs	NA	
		Architect to Verify	
		Previous	
§ 4.1.3	Measured drawings	Measurements	
§ 4.1.4	Existing facilities surveys	NA	
§ 4.1.5	Site Evaluation and Planning (B203 TM –2007)	NA	
§ 4.1.6	Building Information Modeling (E202 TM _	NA	
2008)			
§ 4.1.7	Civil engineering	NA	
§ 4.1.8	Landscape design	NA	
§ 4.1.9	Architectural Interior Design (B252 TM –2007)	NA	

Init.

§ 4.1.10	Value Analysis (B204 TM –2007)	NA
§ 4.1.11	Detailed cost estimating	NA
§ 4.1.12	On-site Project Representation (B207 TM –2008)	NA
§ 4.1.13	Conformed construction documents	NA
§ 4.1.14	As-Designed Record drawings	NA
§ 4.1.15	As-Constructed Record drawings	NA
§ 4.1.16	Post occupancy evaluation	NA
§ 4.1.17	Facility Support Services (B210 TM –2007)	NA
§ 4.1.18	Tenant-related services	NA
§ 4.1.19	Coordination of Owner's consultants	NA
§ 4.1.20	Telecommunications/data design	NA
§ 4.1.21	Security Evaluation and Planning (B206 TM _	NA
2007)		
§ 4.1.22	Commissioning (B211 TM –2007)	NA
§ 4.1.23	Extensive environmentally responsible design	NA
§ 4.1.24	LEED® Certification (B214 TM –2012)	NA
§ 4.1.25	Fast-track design services	NA
§ 4.1.26	Historic Preservation (B205 TM –2007)	NA
§ 4.1.27	Furniture, Furnishings, and Equipment Design	NA
(B253TM_	2007)	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

- **§ 4.3** Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.
- **§ 4.3.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:
 - Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
 - 2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
 - .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
 - Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - **.6 .7 .8** Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .9
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
 - .11 Assistance to the Initial Decision Maker, if other than the Architect.
- **§ 4.3.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- 4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.
- **§ 4.3.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
 - .1 Zero (0) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
 - .2 Three (3) visits to the site by the Architect over the duration of the Project during construction
 - .3 Zero (0) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
 - .4 One (1) inspections for any portion of the Work to determine final completion
- § 4.3.4 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

- § 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.
- § 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.
- **§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- § 5.4 When necessary, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- § 5.5 When necessary, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous

materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

- § 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.
- **§ 5.7** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- § 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- § 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.
- § 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.
- **§ 5.12** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

- **§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.
- **§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.
- § 6.3 In reviewing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Sub-contractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

- **§ 8.1.1** The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.
- § 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.
- **§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

- **§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- § 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- **§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[Arbitration pursuant to Section 8.3 of this Agreement
[X]	Litigation in a court of competent jurisdiction
[]	Other (Specify)

§ 8.3

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

- § 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred related to the project for the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- **§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.
- **§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- § 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- **§ 9.6** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.
- § 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect. Hourly rates listed include profit.
- **§ 9.8** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.
- **§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.
- § 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.
- § 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

- § 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.
- § 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- § 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.
- § 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly Not-to-Exceed - See Exhibit 'C'

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Exhibit 'D' Hourly Rate Schedule

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See Exhibit 'D' Hourly Rate Schedule

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	NA	percent (%)
Design Development Phase	NA	percent (%)
Construction Documents	NA	percent (%)
Phase				
Bidding or Negotiation Phase	NA	percent (%)
Construction Phase	NA	percent (%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit 'C' and 'D' Hourly Rate Schedule

Employee or Category

Rate

See Exhibit 'C' and 'D' Hourly Rate Schedule

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

.2

- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- **.6 .7** Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;

.9

- .10 .11 Other similar Project-related expenditures.
- § 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0%) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

\$5000.00

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101TM–2007, Standard Form Agreement Between Owner and Architect
- .2
- .3 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit 'A'

Exhibit 'B'

Exhibit 'C'

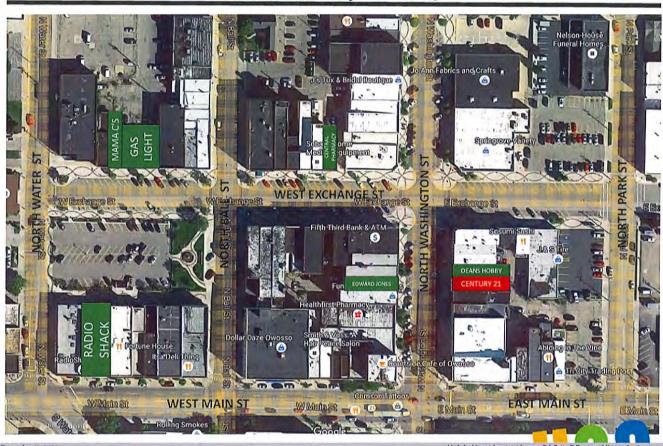
Exhibit 'D'

Exhibit 'E'

This Agreement entered into as of the day and year first written above.

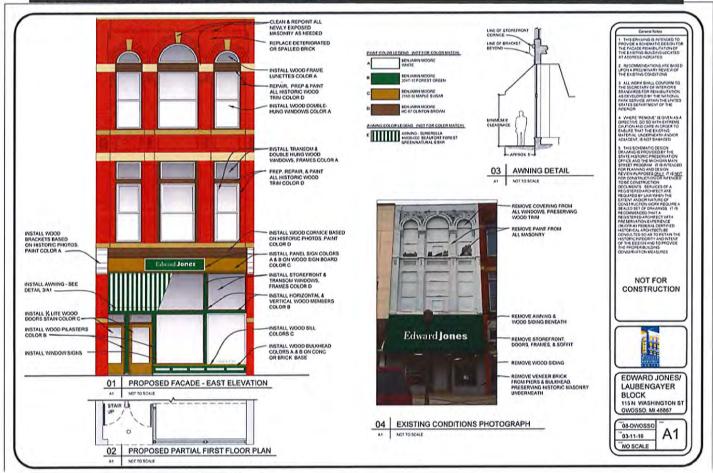
OWNER	ARCHITECT
(Signature)	(Signature)
(Printed name and title)	(Printed name and title)

Downtown Façade Study



December 13, 2016

HzA Architects, Inc. 9100 Lapeer Rd. Suite B Davison, MI 4823 (810) 412-564



State Façade Design / H2A Cost Analysis for:



Edward Jones 115 N Washington St

Peter Keay

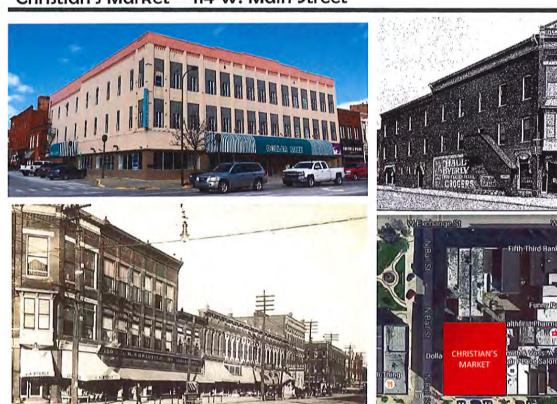
rojecti	on of Probable Cost:	August 4, 2017		Cost Projection thr	u Spring 2018
em	Description	Units	Quantity	Unit Cost	Cost
1	Remove covering from all windows, preserving wood trim	each	6	\$190.00	\$1,140.00
	Remove paint from all masonry	allowance	1	\$9,000.00	\$9,000.00
	Remove awning and wood siding beneath	each	1.	\$750.00	\$750.00
	Remove storefront doors, frames and soffit	sf	240	\$6.00	\$1,440.00
	Remove wood siding from door opening	sf	50	\$6.00	\$300.00
Дешо	Remove veneer brick from piers and bulkhead preserving historic masonry underneath	sf	20	\$45.00	\$900.00
B	Subtotal				\$13,530.00
2	Clean and repoint all newly exposed masonry as needed	lf .	370	\$40.00	\$14,800.00
	Install wood frame lunettes	sf	24	\$90.00	\$2,160.00
	Repair, prep and paint all historic trim	allowance	1	\$9,000.00	\$9,000.00
	Install wood double hung windows	sf	180	\$90.00	\$16,200.00
	install transom	sf	26	\$90.00	\$2,340.00
	Install historic wood brackets	each	2	\$425.00	\$850.00
	Install awning	If .	20	\$450.00	\$9,000.00
	Install wood doors	each	2	\$2,500.00	\$5,000.00
	Install wood pilasters	ll I	8	\$30.00	\$240.00
	Install wood signs	each	1	\$3,500.00	\$3,500.00
	Install wood cornice	lf .	18	\$125.00	\$2,250.00
o o	Install storefront and transom windows	sf	200	\$90.00	\$18,000.00
Façade	Beadboard Siding	sf	08	\$30.00	\$2,400.00
E.	Subtotal				\$85,740.00
3 6	light at entry - required by code	ea	1	\$600.00	\$600.00
Lighting	Subtotal				\$600.00

This opinion of probable cost for the renovations at 115 N Washington St as presented in the Michigan Main Street Center sketch dated 5-26-16. H2A does not warrant or guarantee the accuracy of the cost opinion. The opinion is based on the scope of work presented in the sketch and is not based on any further on-site inspections and observations. The actual conditions of the building have not been verified by H2A to identify any additional scope. No information was provided related to subsurface conditions of the building. Information regarding structural conditions was limited to visual information observed. Project fees, permits, and soft costs such as abatement, traffic management, disposal costs, pedestrian protection covered walkways, tap fees, structural investigation, shoring, management, or other fees are not included.

H2A scope of services is limited and includes an opinion of probable cost for the façade renovations.

Subtotals	\$99,870.00
Contingency	\$19,974.00
Total (Scheduled)	\$119,844.00

City of Owosso / DDA Façade Study for: Christian's Market — 114 W. Main Street



City of Owosso / DDA Façade Study for: Christian's Market — 114 W. Main Street



City of Owosso / DDA Façade / Renovation Cost Analysis for:



Market - 114 W Main St

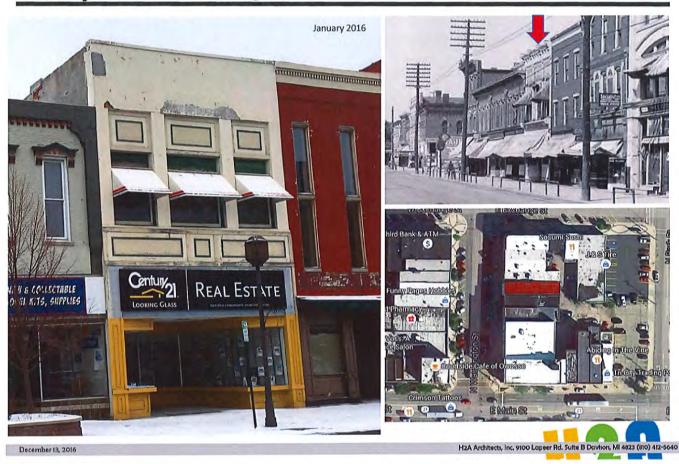
land	ly Woodworth	August 11, 2017	Cost Project	ions thru Sprin	g 2018
rojecti	ion of Probable Cost: Stucco option	Updated 4/12/16			
m	Description	Units	Quantity	Unit Cost	Cos
	Remove upper windows and glass block	each	50	\$210.00	\$10,500.0
	Remove Dollar Daze sign	each	1	\$600.00	\$600.0
	Remove porcelain panels and framing	sf	1400	\$5.50	\$7,700.0
	Remove Dollar Daze awnings	If	79	\$120.00	\$9,480.0
	Remove column enclosures	each	3	\$120.00	\$360.0
	Remove lights - surface mtd and soffit	each	8	\$75.00	\$600.0
	Enlarge Ball St. Market entry door	sf	50	\$120.00	\$6,000.0
2	Pedestrian construction protection	If	233	\$120.00	\$27,960.0
Оето	Subtotal			200000	\$63,200.0
	PVC upper cornice	If	233	\$180.00	\$41,940.0
	Brackets - large upper cornice	each	24	\$120.00	\$2,880.0
	Misc stucco repairs	allowance	1	\$30,000.00	\$30,000.0
	Paint upper stucco	sf	7450	\$3.00	\$22,350.0
	Window header accent	If	230	\$12.00	\$2,760.0
	New upper Windows	sf	1908	\$90.00	\$171,720.0
	New window sill	If	215	\$49.00	\$10,535.0
	PVC tirm at signage band (cornner of bld)	If	20	\$90.00	\$1,800.0
	Brackets - large at signage band (corner of bld)	each	4	\$120.00	\$480.0
	Signage band area storefront (framing, sheathing, trim. panels (6' hìgh)	sf	1146	\$30.00	\$34,380.0
	New tile transom finish for signage band	sf	290	\$90.00	\$26,100.0
	Fabric awing's (1@19' +1@13')	lf	32	\$350.00	\$11,200.0
	Brackets -medium at market entry	each	2	\$90.00	\$180.0
	New lower storefront (trim and panels)	sf	450	\$30.00	\$13,500.0
	New sign	allowance	3	\$6,000.00	\$18,000.0
	Prepare and paint lower storefront and soffits	sf	2330	\$3.00	\$6,990.0
	Scrape and paint fire escape	allowance	1	\$2,400.00	\$2,400.0
	Mural	sf	200	\$30.00	\$6,000.0
ge	Double sliding entrance doors	each	1	\$12,000.00	\$12,000.0
façade	Subtotal				\$415,215.0
ā					\$0.0
ctur	Structural upgrades at lintels	allowance	1	\$30,000.00	\$30,000.0
structura	Subtotal	101/11/10			\$30,000.0
19	New storefront soffit light at windows	allowance	21	\$600.00	\$12,600.0
Lighti					\$12,600.0

This opinion of probable cost for the renovations at 114 N Main Street as presented in the sketch dated 3-10-17 for Randy Woodworth. H2A does not warrant or guarantee the accuracy of the cost opinion. The opinion is based on the scope of work presented in the sketch and is not based on any further on-site inspections and observations. The actual conditions of the building have not been verified by H2A to identify any additional scope. No information was provided related to subsurface conditions of the building. Information regarding structural conditions was limited to visual information observed. Project fees, permits, and soft costs such as abatement, traffic management, disposal costs, pedestrian protection covered walkways, tap fees, structural investigation, shoring, management, or other fees are not included.

H2A scope of services is limited and includes a façade rendering and an opinion of probable cost for the façade renovations.

Subtotals	\$521,015.00
Contingency	\$104,203.00
Total (Scheduled)	\$625,218.00

City of Owosso / DDA Façade Study for: Century 21 — 114 N. Washington



City of Owosso / DDA Façade Study for: Century 21 — 114 N. Washington

- New upper cornice
- New mid-level cornice and brackets
- Repair stucco
- New panels at upper windows
- New fabric awings
- New glass transom finish
- New upper storefront and soffit
- Paint
- New lighting
- Option to restore brick façade.



December 13, 2016

Façade / Renovation Cost Analysis for:



Century 21

114 N Washington St

Randy Woodworth

lect	Αι ion of Probable Cost: Stucco option Up	igust 4, 2017	Cost Pi	ojections thru	Spring 2018
1	Description	Units	Quantity	Unit Cost	Cos
	Remove upper windows	each	3	\$210.00	\$630.0
	Remove upper awnings	each	3	\$120.00	\$360.0
	Remove panels above and below windows	sf	350	\$4.25	\$1,487.5
Omno	Remove sign	each	- 1	\$650.00	\$650.0
D	Subtotal				\$3,127.5
	PVC upper cornice and mid-level cornice	If	46	\$150.00	\$6,900.0
	Brackets - large	each	9	\$125.00	\$1,125.0
	Brackets - small	each	5	\$40.00	\$200.0
	Repair stucco finish on masonry	sf	440	\$22.00	\$9,680.0
	New panels at upper windows	sf	65	\$30.00	\$1,950.0
	fabric awing's (2@56" +1@83")	lf	16.5	\$300.00	\$4,950.0
	New upper storefront (framing, sheathing, trim, panels)	sf	185	\$30.00	\$5,550.0
	Prepare and paint lower storefront	sf	470	\$3.00	\$1,410.0
	New sign	allowance	1	\$3,000.00	\$3,000.0
m	New glass tile transom finish	sf	80	\$90.00	\$7,200.0
Façade	New storefront soffit finish at entry	sf	150	\$6.00	\$900.0
Ĩ.	Subtotal				\$42,865.0
rai					\$0.0
Structural	Structural upgrades at lintels	allowance	1	\$3,000.00	\$3,000.0
Str	Subtotal				\$3,000.0
g.	New storefront soffit light at entry	allowance	2	\$600.00	\$1,200.0
Lighting	New concealed light(s) at mid-level cornice	allowance	4	\$600.00	\$2,400.0
E	Subtotal				\$3,600.0

This opinion of probable cost for the renovations at 114 N Washington Street as presented in the sketch dated 4-12-16 for Randy Woodworth. H2A does not warrant or guarantee the accuracy of the cost opinion. The opinion is based on the scope of work presented in the sketch and is not based on any further on-site inspections and observations. The actual conditions of the building have not been verified by H2A to identify any additional scope. No information was provided related to subsurface conditions of the building. Information regarding structural conditions was limited to visual information observed. Project fees, permits, and soft costs such as abatement, traffic management, disposal costs, pedestrian protection covered walkways, tap fees, structural investigation, shoring, management, or other fees are not included.

H2A scope of services is limited and includes a façade rendering and an opinion of probable cost for the façade renovations.

Subtotals	\$52,592.50
Contingency	\$10,518.50
Total (Scheduled)	\$63,111.00

Façade / Renovation Cost Analysis for:



Century 21

114 N Washington St

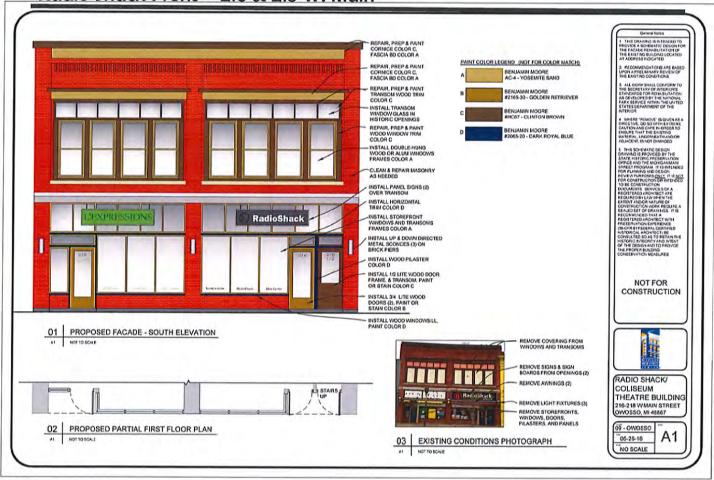
Randy Woodworth

41	washington St	nandy woodworth			
jecti	۵ on of Probable Cost: Brick option Upo	lugust 4, 2017 dated 4/12/16	Cost Pro	jections thru S	pring 2018
	Description	Units	Quantity	Unit Cost	Cos
	Remove upper windows	each	3	\$210.00	\$630.0
	Remove upper awnings	each	3	\$120.00	\$360.0
	Remove upper stucco finish	sf	440	\$6.00	\$2,640.0
	Remove panels above and below windows	sf	350	\$4.20	\$1,470.0
Demo	Remove sign	each	1	\$600.00	\$600.0
큡	Subtotal				\$5,700.0
F-	PVC upper cornice and mid-level cornice	lf.	46	\$150.00	\$6,900.0
	Brackets - large	each	9	\$120.00	\$1,080.0
	Brackets - small	each	5	\$45.00	\$225.0
	Clean, tuck point and repair masonry	sf	440	\$45.00	\$19,800.0
	New panels at upper windows	sf	65	\$30.00	\$1,950.0
	fabric awing's (2@56" +1@83")	lf .	16.5	\$300.00	\$4,950.0
	New upper storefront (framing, sheathing, trim, panels)	sf	185	\$30.00	\$5,550.0
	Prepare and paint lower storefront	sf	470	\$3.00	\$1,410.0
	New sign	allowance	1	\$3,000.00	\$3,000.0
dis	New glass tile transom finish	sf	80	\$90.00	\$7,200.0
Façade	New storefront soffit finish at entry	sf	150	\$6.00	\$900.0
Fa	Subtotal				\$52,965.0
Structural	y.				
D L	Structural upgrades at lintels	allowance		\$3,000.00	\$3,000.0
Ø	Subtotal				\$3,000.0
Bu	New storefront soffit light at entry	allowance	2	\$600.00	\$1,200.0
Lighting	New concealed light(s) at mid-level cornice	allowance	4	\$600.00	\$2,400.0
Ĕ	Subtotal				\$3,600.0

This opinion of probable cost for the renovations at 114 N Washington Street as presented in the sketch dated 4-12-16 for Randy Woodworth. H2A does not warrant or guarantee the accuracy of the cost opinion. The opinion is based on the scope of work presented in the sketch and is not based on any further on-site inspections and observations. The actual conditions of the building have not been verified by H2A to identify any additional scope. No information was provided related to subsurface conditions of the building. Information regarding structural conditions was limited to visual information observed. Project fees, permits, and soft costs such as abatement, traffic management, disposal costs, pedestrian protection covered walkways, tap fees, structural investigation, shoring, management, or other fees are not included.

H2A scope of services is limited and includes a façade rendering and an opinion of probable cost for the façade renovations.

Subtotals	\$65,265.00
Contingency	\$13,053.00
Total (Scheduled)	\$78,318.00



City of Owosso / DDA Façade Study for: Radio Shack Back — 216 & 218 W. Main







City of Owosso / DDA Façade Study for: Radio Shack Back — 216 & 218 W. Main

- Paint 2nd floor brick
- New metal roof at stair and mansard
- New storefront sidelights at entry New signage
- New entry doors on second floor
- New entry doors with glass lite and transoms
- New light fixtures Replace entry soffit
- Replace entry exterior floor finish
- Paint all trims





State Façade Design / H2A Cost Analysis for:



Radio Shack/ Coliseum Theater Building

216-218 W Main St

Jim Woodworth

Projection of Probable Cost:		August 4, 2017	Cost F	Projection thru	Spring 2018
em	Description	ntion Units	Quantity	Unit Cost	Cos
1	Remove wood windows coverings and transoms (wood trim to remain)	each	8	\$180.00	\$1,440.00
	Remove retractable awnings	allowance	2	\$180.00	\$360.00
	Remove light fixture	each	3	\$60.00	\$180.00
	Remove sign panel / framing -218	allowance	1	\$1,200.00	\$1,200.00
	Remove lighted sign panel / framing -216	allowance	1	\$3,000.00	\$3,000.00
Оето.	Remove storefront - doors, windows, frames, trim and panels and pilasters post	sf	530	\$12.00	\$6,360.00
å	Subtotal				\$12,540.00
2	Repair and paint upper cornice	It	43,5	\$18.00	\$783.00
	Repair and paint mid-level cornice	11	39.5	\$18.00	\$711.00
	Re-point, repair and clean upper masonry	sf	455	\$26.00	\$11,830.00
	New wood transom windows - fixed	sf	100	\$90.00	\$9,000.00
	New upper wood windows -double hung	sf	216	\$90.00	\$19,440.00
	Restore and paint upper wood window trim	sf	340	\$3.50	\$1,190.00
	New storefront framing	sf	150	\$60.00	\$9,000.00
	New insulated storefront glass and frames	sf	425	\$88,00	\$37,400.00
	New sign panels (2)	allowance	1	\$4,800.00	\$4,800.00
	New storefront door, transom and sidelight	each	î	\$3,000.00	\$3,000.00
	Ceiling reworking for new transom	sf	430	\$7.00	\$3,010.00
W.	New door and transom at store entry	each	1	\$2,500.00	\$2,500.00
Façade	New door and transom at private entry	each	1	\$2,500.00	\$2,500.00
Fa	Subtotal				\$105,164.00
tural	Lintel refurbishment	allowance	1.	\$6,000.00	\$6,000.00
Structural	Subtotal				\$6,000.00
Lighting	New metal sconces	ea	3	\$600.00	\$1,800.00
Ligh	Subtotal				\$1,800.00

This opinion of probable cost for the renovations at 216-218 W Main Street as presented in the Michigan Main Street Center sketch dated 5-28-16. H2A does not warrant or guarantee the accuracy of the cost opinion. The opinion is based on the scope of work presented in the sketch and is not based on any further on-site inspections and observations. The actual conditions of the building have not been verified by H2A to identify any additional scope. No information was provided related to subsurface conditions of the building. Information regarding structural conditions was limited to visual information observed. Project fees, permits, and soft costs such as abatement, traffic management, disposal costs, pedestrian protection covered walkways, tap fees, structural investigation, shoring, management, or other fees are not included.

H2A scope of services is limited and includes an opinion of probable cost for the façade renovations.

Subtotals	\$125,504.00
Contingency	\$25,100.80
Total (Scheduled)	\$150,604.80

Façade / Renovation Cost Analysis for:



Radio Shack

216 & 218 W Main St

Jim Woodworth

		August 4, 2017	Cost I	Projections thru	Spring 20
oject n	tion of Probable Cost:	Units	Quantity	Unit Cost	Cos
	Remove existing shake siding / roofing	sf	340	\$3.50	\$1,190.0
	Remove and prep portion of existing wall for storfront glass at entry	sf	36	\$30.00	\$1,080.0
	Remove signs	each	1	\$600.00	\$600.0
Белто	Demo light fixtures	each	4	\$125.00	\$500.0
-B	Subtotal				\$3,370.0
			600	\$30.00	\$18,000.0
	Re-point, repair and paint upper masonry	sf	320	\$25.00	\$8,000.0
	Metal roofing at mansard	sf allowance	25.0	to be seen that the second second	\$1,800.0
	Signboard Panels	allowance	70	\$600.00 \$25.00	\$1,750.0
	Metal roofing at stair New storfront (framing, trim, and glass) at	- 1			7.70000000
	entry	sf	36	\$90.00	\$3,240.0
	New storefront door and transom	each	2	\$3,000.00	\$6,000.0
	New upper doors	each	2	\$2,400.00	\$4,800.0
	Repaint wood trims	allowance	1	\$1,200.00	\$1,200.0
	Replace exterior floor finish	sf	40	\$9.00	\$360.0
	Replace entry soffit	sf	40	\$6.00	\$240.0
	Restore and paint upper windows	sf	60	\$25.00	\$1,500.0
e	Signage	allowance	1	\$3,500.00	\$3,500.0
Façade	Build up existing parapet.	lf l	44	\$60.00	\$2,640.0
ng.	Subtotal				\$53,030.0
<u>ia</u>					
Structural	Structural upgrades at lintels	allowance	i	\$3,000.00	\$3,000.0
St	Subtotal				\$3,000.0
-	New light at entry	allowance	2	\$600.00	\$1,200.0
Lighting	New lighting for sign	allowance	4	\$600.00	\$2,400.0
ē	Subtotal	Sally 17 Sally W		707007	\$3,600.0

This opinion of probable cost for the renovations at 216 &218 W Main Street as presented in the sketch dated 12-9-16 for Jim Woodworth. H2A does not warrant or guarantee the accuracy of the cost opinion. The opinion is based on the scope of work presented in the sketch and is not based on any further on-site inspections and observations. The actual conditions of the building have not been verified by H2A to identify any additional scope. No information was provided related to subsurface conditions of the building. Information regarding structural conditions was limited to visual information observed. Project fees, permits, and soft costs such as abatement, traffic management, disposal costs, pedestrian protection covered walkways, tap fees, structural investigation, shoring, management, or other fees are not included.

H2A scope of services is limited and includes a façade rendering and an opinion of probable cost for the façade renovations.

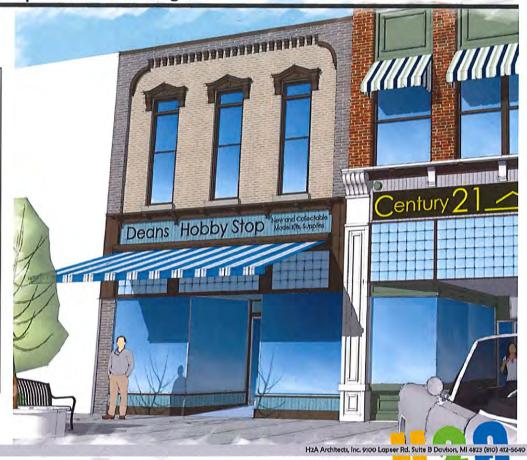
Subtotals	\$60,000.00
Contingency	\$12,000.00
Total (Scheduled)	\$72,000.00

City of Owosso / DDA Façade Study for: Deans Hobby Shop— 116 N. Washington



City of Owosso / DDA Façade Study for: Deans Hobby Shop— 116 N. Washington

- New mid-level cornice and brackets
- Repair and paint window trim
- New panels at upper windows
- New retractable fabric awing
- New glass transom finish
- New upper storefront
- New sign
- Paint
- New storefront base
- New lighting



Façade / Renovation Cost Analysis for:



Deans Hobby Stop

116 N Washington St

Jim Woodworth

jecu	ion of Probable Cost: Updated 4/13/2	2016			
	Description	Units	Quantity	Unit Cost	Cos
g	Remove sign	allowance	1	\$600.00	\$600.00
Овшо	Subtotal				\$600.0
	PVC mid level cornice	If	22	\$90.00	\$1,980.0
	Re-point, repair and paint upper masonry	sf	350	\$30.00	\$10,500.0
	Prepare and paint window trim	sf	24	\$6.00	\$144.0
	Brackets	each	8	\$120.00	\$960.0
	New retractable awning	lf .	19	\$500.00	\$9,500.0
	New storefront above display windows and below upper windows (framing, sheathing, trim, panels)	sf	150	\$60.00	\$9,000.0
	New storefront base (PVC sheathing and trim over lower tile)	sf	40	\$30.00	\$1,200.0
- 24	New sign	allowance	1	\$3,600.00	\$3,600.0
façade	New glass tile transom finish	sf	55	\$90.00	\$4,950.0
faç	Subtotal				\$41,834.0
struct	Subtotal				\$0.0
Đ.	New soffit light at entry	allowance	1	\$1,200.00	\$1,200.0
Lighting	New lighting for sign	allowance	4	\$600.00	\$2,400.0
Ę	Subtotal				\$3,600.00

This opinion of probable cost for the renovations at 116 N Washington Street as presented in the sketch dated 4-18-16 for Jim Woodworth. H2A does not warrant or guarantee the accuracy of the cost opinion. The opinion is based on the scope of work presented in the sketch and is not based on any further on-site inspections and observations. The actual conditions of the building have not been verified by H2A to identify any additional scope. No information was provided related to subsurface conditions of the building. Information regarding structural conditions was limited to visual information observed. Project fees, permits, and soft costs such as abatement, traffic management, disposal costs, pedestrian protection covered walkways, tap fees, structural investigation, shoring, management, or other fees are not included.

H2A scope of services is limited and includes a façade rendering and an opinion of probable cost for the façade renovations.

Subtotals	\$46,034.00
Contingency	\$9,206.80
Total (Scheduled)	\$55,240.80



CERTIFICATE OF LIABILITY INSURANCE

2/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT certs@pciaonline.com PHONE (A/C, No, Ext): (800)969-4041 E-MAIL ADDRESS: certs@pciaonline.com Professional Concepts Insurance Agency, Inc. FAX (A/C, No): (800) 969-4081 1127 South Old US Highway 23 INSURER(S) AFFORDING COVERAGE NAIC # Brighton MI 48114-9861 INSURER A: Sentinel Insurance Company 11000 INSURED INSURER B: Hartford Accident & Indemnity 22357 H2a Architects, Inc. INSURERC:XL Group PLC 9100 Lapeer Rd Ste B INSURER D: INSURER E : Davison MI 48423 INSURER F :

COVERAGES

CERTIFICATE NUMBER: 17-18 ÅLL

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR	TYPE OF INSURANCE	ADDL SUBR INSD WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3
A	X COMMERCIAL GENERAL LIABILITY	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR 358BWIW8903 7/1/2017	750999		EACH OCCURRENCE	\$ 1,000,000
	CLAIMS-MADE X OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	s 1,000,000
			7/1/2017	7/1/2018	MED EXP (Any one person)	s 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
	X POLICY PRO-			PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	OTHER:					5
A ANY ALL C	AUTOMOBILE LIABILITY	3558HIW8903 7/1/2017		COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO				BODILY INJURY (Per person)	s
	ALL OWNED SCHEDULED AUTOS		7/1/2017	7/1/2018	BODILY INJURY (Per accident)	\$
	HOH OWNER				PROPERTY DAMAGE (Per accident)	s
					Hired and Non-owned	\$ 1,000,000
A	X UMBRELLA LIAB X OCCUR				EACH OCCURRENCE	1,000,000
	EXCESS LIAB CLAIMS-MADE				AGGREGATE	1,000,000
	DED X RETENTIONS 0	355BWIW8903	7/1/2017	7/1/2018		\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		- 20 7 10 1	7/1/2018	X PER OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	\$ 500,000
B (M	(Mandatory in NH)		7/1/2017		E.L. DISEASE - EA EMPLOYEE	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		P. L. J. A. L.	E.L. DISEASE - POLICY LIMIT	s 500,000	
C	Professional Liability	DPR9913685	4/29/2017	4/29/2018	Per CLaim	\$1,000,000
					Aggregate	\$1,000,000

CERTIFICATE HOLDER

City of Owosso

301 W. Main Street
Owosso, MI 48867

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike Cosgrove/SHANNO

Michael Cosgrove

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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EXHIBIT 'C'

2/20/2018

Façade Projects Phase 003, 004 and 005 (003 Construction Documents, 004 Bid & Award, 005 Construction Phase Assist)

A/E Fees

Building	Budgeted Hours	NTE	
Randy Woodworth			
Century 21 (with alternate for brick)	114 N. Washington St.		
Construction Documents	70	\$ 8,400.00	
Bid and Award Assist	4	\$ 480.00	
Construction Administration Project Review*	12	\$ 1,440.00	
*Allowance for (3) site visits and Q&A	86	\$ 10,320.00	
Peter Keay			
Edward Jones	115 N. Washington Street		
Construction Documents	70	\$ 8,400.00	
Bid and Award Assist	4	\$ 480.00	
Construction Administration Project Review*	12	\$ 1,440.00	
*Allowance for (3) site visits and Q&A	86	\$ 10,320.00	
Jim Woodworth			
Deans Hobby Stop	116 N. Washington Street		
Construction Documents	50	\$ 6,000.00	
Bid and Award Assist	4	\$ 480.00	
Construction Administration Project Review*	12	\$ 1,440.00	
*Allowance for (3) site visits and Q&A	66	\$ 7,920.00	
Randy Woodworth			
Market (Previously Dollar Daze)	114 W. M	lain Street	
Construction Documents	130	\$ 15,600.00	
Bid and Award Assist	4	\$ 480.00	
Construction Administration Project Review*	24	\$ 2,880.00	
*Allowance for (3) site visits and Q&A	158	\$ 18,960.00	
Jim Woodworth			
Radio Shack (Front and Rear)	218 W. Main Street		
Construction Documents	90	\$ 10,800.00	
Bid and Award Assist	4	\$ 480.00	
Construction Administration Project Review*	15	\$ 1,800.00	
*Allowance for (3) site visits and Q&A assumes front and rear may not be ready for inspections at the same time.	109	\$ 13,080.00	
TOTAL ALL PROJECTS		\$ 60,600.00	

EXHIBIT 'D'



2018 Rate Schedule:

Category	Rate		
Project Manager/Project Architect	\$120.00/hour		
Senior Designer	\$95.00/hour		
Construction Administrator (CA)	\$95.00/hour		
CAD Tech	\$60.00/hour		
Subcontracted-Consultants			
Engineer Structural	\$146.00 - \$189.00/hr.		
Engineer Electrical	\$118.00 - \$129.00//hr		

Z:\Bd\City of Owosso\Facades\Facade Phase 3,4, and 5\Rate Schedule 2018 Owosso.docx



City of Owosso

Façade Projects Phase 003, 004 and 005 (003 Construction Documents, 004 Bid & Award, 005 Construction Phase Assist) A/E Fees and Services

A/E Fast Track Schedule - 30 day delivery

With an approval by March 6 we will put this into high gear with a target for a bid set of April 6 for a 30 day response. Unfortunately, I am out of town from March 1 -12, but we can get Aaron moving on this prior to my return. This is a very aggressive schedule for these 5 buildings and 'crunching this out' will put into effect the following conditions:

- 1. All decisions from Owners as to alternatives for their designs will need to be made before March 6. (i.e. C21 brick or stucco and Hobby Stop go or no-go).
- 2. No further changes to the designs will be made during the 30 preparation of the construction drawing bid package.
- 3. We will need timely responses to our questions and requests for further information. A 24 hour turn around will be critical.
- 4. Detailing of specific conditions may be pushed from the construction drawing bid package stage to the bid stage and construction stage as necessary to meet the deadline. Essentially our time will be shifted from detailing during the construction drawing stage to answering the detailing questions during the bid and construction stages of the project. (We usually answer questions with a sketch or drawing.) This is very similar to 'fast-tracking' a project. Unfortunately it does usually come with more 'adds' during the construction stage, the assumption is that they will outweigh the added cost of delaying the bids. The confirmation of this condition is only realized when the request for adds/extras are generated by the contractor.
- 5. Lastly, specifications will be produced 'on the drawings' in lieu of 'in a specifications manual'. This is a less detailed way to create them. It tends to allow the contractor more flexibility in the products used, the manufacturers allowed, and the execution of the criteria for their installation.

MINUTES REGULAR MEETING OF THE OWOSSO ZONING BOARD OF APPEALS CITY OF OWOSSO FEBRUARY 20, 2018 AT 9:30 A.M. CITY COUNCIL CHAMBERS

CALL TO ORDER: The meeting was called to order by Chairman Randy Horton at 9:30 a.m.

ROLL CALL: Was taken by Tanya Buckelew.

MEMBERS PRESENT: Chairman Randy Horton, Vice-Chairman Christopher Eveleth, Secretary Daniel

Jozwiak, Alternates Matt Grubb and John Horvath

MEMBERS ABSENT: Board Members Tom Taylor and Kent Telesz.

OTHERS PRESENT: Ms. Susan Montenegro, Assistant City Manager and Director of Community Development; Mark Agnew, Agnew Graphics.

AGENDA: IT WAS MOVED BY SECRETARY JOZWIAK AND SUPPORTED BY VICE-CHAIRMAN EVELETH TO APPROVE THE AGENDA FOR THE FEBRUARY 20, 2018 REGULAR MEETING AS PRESENTED.

YEAS: ALL. MOTION CARRIED.

MINUTES: IT WAS MOVED BY SECRETARY JOZWIAK AND SUPPORTED BY ALTERNATE HORVATH TO APPROVE THE MINUTES OF NOVEMBER 21, 2017 AS PRESENTED.

YEAS: ALL. MOTION CARRIED.

COMMUNICATIONS:

- 1. Staff memorandum
- 2. ZBA minutes from November 21, 2017
- 3. Variance application 640 N Shiawassee
- 4. Public notice 640 N Shiawassee

COMMISSIONER/PUBLIC COMMENTS: None.

PUBLIC HEARINGS:

1. 640 N SHIAWASSEE - VARIANCE - (RESOLUTION)

Ms. Montenegro stated only 1 comment was received from a neighbor on Pine St. that stated was in favor of this variance request.

1. VARIANCE REQUEST – 640 N SHIAWASSEE

Mark Agnew, Owner of Agnew Graphics, presented the history of the sign that was installed 18 years ago, at which time met the 5' setback requirement. Since then MDOT has widened Shiawassee St. two times and City of Owosso recently revised the Sign Ordinance requiring a 10' setback.

The current sign is 47 square feet; with the new sign proposed is 53 square feet. The sign base was installed 18 years ago to meet any future upgrades of the sign, including a larger sign, as the base was constructed to sustain additional weight.

Mr. Agnew also noted there are 31 signs on M-21 that would not meet the revised 10' setback. If the businesses wanted to upgrade their signs, it would involve either a ZBA Variance or move the sign back 10' which in most cases would be in driveway, parking areas.

AT THIS TIME, CHAIRMAN HORTON OPENED THE PUBLIC HEARING. NO ONE SPOKE.

UPON MOTION OF VICE-CHAIRMAN EVELETH, SECONDED BY ALTERNATE GRUBB, THE PETITION FOR VARIANCE AS APPLIED FOR IS APPROVED AS <u>ALL</u> OF THE FACTS OF FINDING WERE MET AS WELL AS ONE OF THE SPECIAL CONDITIONS AS LISTED BELOW.

A. This is a request for a use variance subject to Section 38-504(3) of the Zoning Ordinance. The applicant must show that a variance meets <u>ALL</u> of the factors expressed in Section 38-504(3) a. 1-9. in order for the variance to be granted.

Factor 1: (Section 38-504(3) a.1.) "Will not be contrary to the public interest or to the intent and purpose of this chapter."

The Board finds that Section 38-504(3) a.1.has been met.

Factor 2: (Section 38-504(3) a.2.) "Shall not permit the establishment within a district of any use which is not permitted by right within that zone district, or any use or dimensional variance for which a conditional use permit or a temporary use permit is required."

The Board finds that Section 38-504(3) a.2. has been met.

Factor 3: (Section 38-504(3) a.3.) "Is one that is unique and not shared with other property owners."

The Board finds that Section 38-504(3) a.3. has been met *due to MDOT has widened* Shiawassee St. /M-52 two times in the last 18 years.

Factor 4: (Section 38-504(3) a.4.) "Will relate only to property that is under control of the applicant."

The Board finds that Section 38-504(3) a.4. has been met.

Factor 5: (Section 38-504(3) a.5.) "Is applicable whether compliance with the strict letter of the restrictions governing area, setbacks, frontage, height, bulk or density would unreasonably prevent the owner from using the property for a permitted purpose or would render conformity with such restrictions unnecessarily burdensome."

The Board finds that Section 38-504(3) a.5. has been met.

Factor 6: (Section 38-504(3) a.6.) "Was not created by action of the applicant (i.e., that it was not self-created.)

The Board finds that Section 38-504(3) a.6 has been met for the following reasons:

The request is not self-created, but rather created by MDOT widening Shiawassee St. /M-52 two times in the last 18 years causing additional hardship.

Factor 7: (Section 38-504(3) a.7.) "Will not impair an adequate supply of light and air to adjacent property or unreasonably increase the congestion of public streets or increase the danger of fire or endanger the public safety."

The Board finds that Section 38-504(3) a.7. has been met.

Factor 8: (Section 38-504(3) a.8.) "Will not cause a substantial adverse effect upon property values in the immediate vicinity or in the district in which the property of the applicant is located."

The Board finds that Section 38-504(3) a.8. has been met.

Factor 9: (Section 38-504(3) a.9.) "Is applicable whether a grant of the variance applied for would do substantial justice to the applicant as well as to other property owners in the area, or whether a lesser relaxation than that applied fro would give substantial relief to the owner of the property involved and be more consistent with justice to other property owners."

The Board finds that Section 38-504(3) a.9. has been met:

- B. Special Conditions. When all of the foregoing basic conditions can be satisfied, a variance may be granted when any one (1) of the following special conditions can be clearly demonstrated:
 - "Where there are practical difficulties or unnecessary hardships which prevent carrying out the strict letter of this chapter. These hardships or difficulties shall not be deemed economic, but shall be evaluated in terms of the use of a particular parcel of land."
 - 2. "Where there are exceptional or extraordinary circumstances or physical conditions such as narrowness, shallowness, shape, or topography of the property involved, or to the intended use of the property, that do not generally apply to other property or uses in the same zoning district."
 - 3. "Where such variation is necessary for the preservation of a substantial property right possessed by other properties in the same zoning district."

The Board finds that Section 38-504(3) b.1. has been met due to MDOT widening Shiawassee St. /M-52 two times in the last 18 years, therefore reducing the setbacks.

ROLL CALL VOTE WAS TAKEN:

AYES: VICE-CHAIRMAN EVELETH, ALTERNATE GRUBB, ALTERNATE HORVATH,

SECRETARY JOZWIAK, CHAIRMAN HORTON.

NAYS: NONE.

ABSENT: BOARD MEMBERS TAYLOR AND TELESZ.

ZBA recommends to the Planning Commission to review the current Sign Ordinance and the setback requirements.

BUSINESS ITEMS: None

COMMISSIONER/PUBLIC COMMENTS: None.

ADJOURNMENT:

MOTION BY ALTERNATE HORVATH AND SUPPORTED BY VICE-CHAIRMAN EVELETH TO ADJOURN AT 9:55 A.M. UNTIL THE NEXT REGULARLY SCHEDULED MEETING ON TUESDAY, MARCH 20, 2018, IF ANY REQUESTS ARE RECEIVED.

YEAS: ALL. MOTION CARRIED.

Dan Jozwiak, Secretary	