PONTIAC CITY COUNCIL

Kermit Williams, District 7 President Randy Carter, District 4 President Pro Tem



Patrice Waterman, District 1 Don Woodward, District 2 Mary Pietila, District 3 Gloria Miller, District 5 Dr. Doris Taylor Burks, District 6

It is this Council's mission "To serve the citizens of Pontiac by committing to help provide an enhanced quality of life for its residents, fostering the vision of a family-friendly community that is a great place to live, work and play."

Sheila Grandison Deputy City Clerk

STUDY SESSION

January 3, 2019 12:00 P.M. 64th Session of the 10th Council

Call to order

Roll Call

Authorization to Excuse Councilmembers

Amendments to and Approval of the Agenda

Approval of the Minutes

1. Meeting of December 27, 2018

Public Comment

Agenda Items for Consideration

Resolutions

Community and Economic Development

- 2. Resolution to Authorize Mayor to Sign Agreement with S.A. Torello Demolition, Inc. at a Cost of \$59,789.00 for Batch 13 Demolition of Homes (Community Development Block Grant funds will be used to fund this project.).
- 3. Resolution to Authorize Mayor to Sign Agreement with MWV Environmental Services, Inc. at a Cost of \$5,710.00 for Batch 13 Asbestos Abatement (Community Development Block Grant funds will be used to fund this project.).
- 4. Resolution Requesting the Oakland County Brownfield Redevelopment Authority to Review 140 South Saginaw Street
- 5. Resolution Concurring with the Provisions of a Brownfield Plan Adopted by the Oakland County Brownfield Redevelopment Authority for 140 South Saginaw Street

Department of Public Works

6. Resolution to authorize Mayor to Sign 2019 No Haz Agreement at a Cost Not to Exceed \$6,286.00 and Appoint DPW Director John Balint as the City's Representative to the No Haz Board.

MINUTES

Official Proceedings Pontiac City Council 63rd Session of the Tenth Council

A Formal Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Thursday, December 27, 2018 at 12:00 p.m. by Council President Ro Tem Randy Carter.

Roll Call

Members Present: Carter, Miller, Pietila, Taylor-Burks, Waterman and Woodward.

Members Absent: Williams. Mayor Waterman was present. Clerk announced a quorum.

18-488 **Excuse Council President Kermit Williams for personal reasons.** Moved by Councilperson Waterman and second by Councilperson Woodward.

Ayes: Miller, Pietila, Taylor-Burks, Waterman, Woodward and Carter

No: None

Motion Carried.

18-489 **Approval of the agenda.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Ayes: Pietila, Taylor-Burks, Waterman, Woodward, Carter and Miller

No: None

Motion Carried.

18-490 **Approve minutes of December 18, 2018.** Moved by Councilperson Woodward and second by Councilperson Pietila.

Ayes: Taylor-Burks, Waterman, Woodward, Carter, Miller and Pietila

No: None

Motion Carried.

Councilman Woodward presented the Community Development Sub Committee Report. The Council received the report.

Councilwoman Pietila presented the Public Safety Sub Committee Report. The Council received the report.

Recognition of Elected Officials- None

Agenda Address- None

18-491 **Resolution to Adopt the City Council 2019 Meeting Schedule.** Moved by Councilperson Pietila and second by Councilperson Woodward

Whereas, the Pontiac City Council will hold its regular meeting on Tuesday evenings at 6:00 p.m. in the Council Chambers of City Hall 47450 Woodward Ave. Pontiac, Michigan 48342 unless otherwise noted on the 2019 Schedule of Meetings of the Pontiac City Council.

Now Therefore Be It Resolved, that the Pontiac City Council adopts the scheduling of their meetings for 2019.

Ayes: Woodward, Carter, Miller, Pietila, Taylor-Burks and Waterman

No: None

Resolution Passed.

18-492 Resolution to Approve Revised Federal Poverty Guidelines for 2019 and the City of Pontiac Board of Review Instructions for Applicants Requesting Consideration of Hardship Exemption. Moved by Councilperson Woodward and second by Councilperson Pietila

Whereas, In accordance with State of Michigan Act No. 390, Public Acts of 1994, approved December 29, 1994, General Property "Section 211. 7u (4). The governing assessing unit shall determine and make public the policy and guidelines the uses for the granting of exemptions the guidelines shall include but not specific income and asset levels of the household income and assets;" and,

Whereas, the Pontiac City Council approved said Hardship Exemption Guidelines for 2018; and,

Whereas, said Hardship Guidelines should be amended annually to reflect the new Federal Poverty Guidelines,

Now, Therefore, Be It Resolved that the Pontiac City Council hereby approves the attached revised Federal Poverty guidelines for the 2019 and the City of Pontiac Board of Review Instructions for Applicants requesting Hardship Exemption consideration.

Ayes: Carter, Miller, Pietila, Taylor-Burks, Waterman and Woodward

No: None

Resolution Passed.

18-493 Resolution to Deny Request to Authorize the Purchase of a Véhicle for Youth Recreation. Moved by Taylor-Burks and second by Pietila

Whereas, the City of Pontiac has reviewed pricing provided by Oakland County MiDeal and determined the vehicles required to perform upcoming work, and;

Whereas, City staff has reviewed the vehicle and equipment and determined the listed items to be adequate for the upcoming work, and;

Now, Therefore, Be It Resolved, the Pontiac City Council denies the Mayor's request to purchase the listed vehicle.

Ayes: Miller, Pietila, Taylor-Burks, Waterman and Carter

No: Woodward **Resolution Passed.**

18-494 Resolution to Approve the Removal of Parcel 14-34-201-012 Commonly Known as 1200 Auburn Avenue from the Tax Increment Finance Authority District Boundaries for the Establishment of a Brownfield. Moved by Pietila and second by Taylor-Burks

Whereas, the Pontiac City Council held a public hearing during its regular scheduled City Council meeting at 6:00 P.M. on Tuesday, December 18, 2018 in Pontiac City Hall, City Council Chambers, 47450 Woodward Ave., for the purpose of receiving public comment on the proposal to remove from the boundaries of the Tax Increment Finance Authority parcel 14-34-201-012.

Parcel 14-34-201-012:

T3N, R10E, SEC 34 ASSESSOR'S PLAT NO 141 PART OF LOT 1 BEG AT PT DIST S 88-03-50 W 365 FT FROM NE LOT COR, TH S 02-18-40 E 589.79 FT, TH S 88-03-50 W 30 FT, TH S 02-18-40 E 160.79 FT, TH N 88-03-50 E 395 FT, TH S 02-18-40 E 144.42 FT, TH S 70-32-35 W 876.52 FT, TH N 01-56-10 W 1158.87 FT, TH N 88-03-50 E 465 FT TO BEG 11-23-06 FR 011

Whereas, the City of Pontiac Community Development Department recommends the removal of parcel 14-34-201-012 from the boundaries of the Tax Increment Finance Authority.

Whereas, the City of Pontiac Community Development Department recommends the approval for the establishment of a brownfield for parcel 14-34-201-012.

Now Therefore Be It Resolved, that the Pontiac City Council approves the removal from the boundaries of the Tax Increment Finance Authority parcel 14-34-201-012 and approves the brownfield request for 1200 Auburn Avenue – Peninsula Plastics.

Ayes: Pietila, Taylor-Burks, Woodward and Carter

No: Miller

Abstain: Waterman Resolution Passed.

18-495 Resolution Requesting the Oakland County Brownfield Redevelopment Authority to Review 1200 Auburn Avenue (Peninsula Plastics-Project Growth). Moved by Woodward and second by Pietila

Whereas the City of Pontiac has a Brownfield project known as 1200 Auburn Avenue that it would like to have reviewed and processed by the Oakland County Brownfield Redevelopment Authority;

Whereas the City of Pontiac has a Brownfield Authority but desires to have the Oakland County Brownfield Redevelopment Authority handle the 1200 Auburn Avenue;

Whereas the Oakland County Brownfield Redevelopment Authority was created by Oakland County pursuant to MCL 125.2651 et seq. to assist jurisdictions like the City of Pontiac;

Whereas the Oakland County Brownfield Redevelopment Authority is prepared to assist the City of Pontiac by reviewing the proposed 1200 Auburn Avenue, provided that the City of Pontiac acknowledges certain rights that the Oakland County Brownfield Redevelopment Authority has, to wit:

• OCBRA intends to collect an administrative fee of \$5,000.00 per year for the length of the Brownfield plan; and

Whereas the City of Pontiac will have the opportunity to provide public comment on any Brownfield plan (including the amount of the administrative fee to be collected) before it is finally adopted by the OCBRA and/or the Oakland County Board of Commissioners;

Now Therefore Be It Resolved, the City of Pontiac requests that the OCBRA undertake review of the 1200 Auburn Avenue.

Ayes: Taylor-Burks, Woodward, Carter and Pietila

No: Miller

Abstain: Waterman

Resolution Passed.

18-496 Resolution Concurring with the Provisions of a Brownfield Plan Adopted by the Oakland County Brownfield Redevelopment Authority for 1200 Auburn Avenue (Peninsula Plastics-Project Growth). Moved by Woodward and second by Pietila.

Whereas, the Oakland County Board of Commissioners, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), have established a Brownfield Redevelopment Authority and Board (OCBRA) to facilitate the clean-up and redevelopment of Brownfields within Oakland County's communities; and

Whereas, the property located at 1200 Auburn Avenue (Property), a site in the City of Pontiac is an environmental hazard, a "facility' under state statute; and

Whereas, a Brownfield clean-up and redevelopment plan (the "Plan") has been prepared to restore the environmental and economic viability to this parcel which the OCBRA has reviewed and approved; and

Whereas, pursuant to OCBRA by-laws, a local committee has been appointed, participated in discussions regarding the proposed plan and project, reviewed the plan, and recommends its approval; and

Whereas, the OCBRA, pursuant to and in accordance with Section 13 of the Act, shall consider recommending that the Oakland County Board of Commissioners approve the Brownfield Plan to be carried out within the City of Pontiac, relating to the redevelopment of 1200 Auburn Avenue; and

Whereas, the City has reviewed the Plan, and have been provided a reasonable opportunity to express their views and recommendations regarding the Plan in accordance with Sections 13(13) of the Act; and

Now Therefore Be It Resolved That, the City of Pontiac hereby concurs with the provisions of the Plan including approval of the Plan by the Oakland County Board of Commissioners and implementation of the Plan by the Oakland County Brownfield Redevelopment Authority.

Be It Further Resolved That should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.

Be It Further Resolved That, all resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Ayes: Woodward, Carter, Pietila and Taylor-Burks

No: Miller

Abstain: Waterman Resolution Passed.

18-497 Resolution to Authorize Mayor to Enter into a Contract for General Yard Services with Oakland Livingston Human Service Agency at a Cost of \$75,000. Moved by Waterman and second by Pietila

Whereas, the city of Pontiac advertised and received responses to a request for bids for General Yard Services for Senior Citizens on December 06, 2018 and publically opened bids; and,

Whereas, a bid tabulation was prepared and reviewed by the Purchasing Agent of the City, and,

Whereas, the most responsible and qualified bidder is being recommended for the contract; and,

Whereas, the contract will be granted to Oakland Livingston Human Services Agency (OLHSA). The amount of \$75,000.00 is the total bid for all work performed, by the contractor, under this agreement and will be funded by CDBG dollars;

Now Therefore, Be It Resolved that the Pontiac City Council authorizes the mayor or Deputy myor to enter into a contract with Oakland Livingston Human Services Agency (OLHSA) for General Yard Services for Senior Citizens in the amount of \$75,000.00 as budgeted with CDBG funds.

Ayes: Woodward, Carter, Miller, Pietila, Taylor-Burks and Waterman No: None

Resolution Passed.

18-498 Resolution to Object to the Transfer of the Remaining Parcels from the Oakland County Treasurer's Auction 2018 with the Exception of Parcel Number 14-32-131-009 adjacent to Rotary Park. Moved by Woodward and second by Pietila

Whereas the City of Pontiac has reviewed the Parcels Offered to Governmental Units list;

Whereas the City of Pontiac does not see the financial advantage of accepting all parcels of land from the County Treasurer sans parcel number 14-32-131-009;

Whereas the City of Pontiac objects to accepting all parcels on the offer list except parcel number 14-32-131-009;

Now Therefore Be It Resolved, that the City of Pontiac objects to accepting all parcels on the list except for parcel number 14-32-131-009

Ayes: Woodward, Carter, Miller, Pietila, Taylor-Burks and Waterman

No: None

Resolution Passed.

18-499 Resolution to Authorize Mayor to Enter into an as Needed Contract with Pipeline Management for Storm Sewer Maintenance and Repair for One Year, with Three Year Optional Extensions. Moved by Pietila and second by Woodward

Whereas, the City of Pontiac has reviewed pricing provided by Oakland County MiDeal and determined that the current contract between Pipeline Management and WRC would provide the city with needed capacity, and;

Whereas, City staff has reviewed the contract documents and met with Pipeline management, who has agreed to extent current pricing to the City;

Now Therefore Be It Resolved, that, the Pontiac City Council authorizes the Mayor of Deputy mayor to enter into an as-needed contract with Pipeline Management for Storm Sewer Maintenance and Repairs for one year, with three years of optional extensions.

Ayes: Carter, Miller, Pietila, Taylor-Burks, Waterman and Woodward

No: None

Resolution Passed.

18-500 Resolution to Accept the Oakland County 2018-2019 Auto Theft Prevention Authority Grant Sub-Recipient Agreement with the City of Pontiac and Authorize the Mayor to Sign the Agreement. Moved by Woodward and second by Pietila

Whereas, the City of Pontiac has been utilizing the Auto Theft Prevention Authority Grant through Oakland County since 2013; and,

Whereas, the previous agreement with the Oakland County Sheriff's Office expired September 30, 2018; and,

Whereas, the County and City may enter into an sub-recipient agreement by which the Oakland County Sheriff's Office would continue to assign a full time Sheriff Deputy to the ATPA activities; and,

Whereas, the Oakland County Sheriff's Office agrees to provide reimburse the City under the terms and conditions of the Agreement up to 50 percent of the eligible expenditures;

Now, Therefore, Be It Resolved that the City Council, upon the recommendation of the Executive Office accepts the Oakland County 2018-2019 ATPA Sub-Recipient Agreement with the City of Pontiac and authorizes the Mayor to sign document as presented.

Ayes: Miller, Pietila, Taylor-Burks, Waterman, Woodward and Carter

No: None

Resolution Passed.

One (1) individual addressed the body during public comment.

Mayor Deirdre Waterman, Interim Clerk Garland Doyle, Councilwoman Patrice Waterman, Councilman Don Woodward, Councilwoman Mary Pietila, Councilwoman Doris Taylor-Burks, Councilwoman Gloria Miller and President Pro-Tem Randy Carter made closing comments.

Council President Pro Tem Randy Carter adjourned the meeting at 12:43p.m.

GARLAND S. DOYLE INTERIM CITY CLERK

RESOLUTION #2

Memorandum

To: Honorable Mayor, Council President and City Council Members

From: Michelle L. McKenzie, Purchasing Agent

Through: Jane Bais-DiSessa, Deputy Mayor

Date: December 27, 2018

Re: Home Demolition Batch 13

The City advertised for bids for Home Demolition Batch 13. Proposals were accepted on December 17, 2018 at 2:00 pm in the office of the City Clerk. The bids were publically opened at that time. Community Development Block Grant (CDBG) monies provide funding for this project.

There were four respondents to the RFP. They were:

ø	S. A. Torello Demolition, Inc	\$ 59,789.00
•	International Construction	\$ 77,900.00
0	Inner City Contracting, LLC	\$ 66,740.00
	Blue Star, Inc.	\$ 88,543.00

A comparison of bid prices is developed. Based on the review, the most responsible bidder whose bid was determined to be in the best interest of the City is S. A. Torello Demolition, Inc.

As such, it is recommended that the City authorize the Mayor or Deputy Mayor to enter into a contract with the above-mentioned bidder, S. A. Torello Demolition, Inc.

WHEREAS, the City of Pontiac advertised and received responses to a request for proposals for Home Demolition for Batch 13 on December 17, 2018 and publically opened bids; and,

WHEREAS, a bid tabulation was prepared and reviewed by the purchasing agent of the city, and the Project Construction Manager and,

WHEREAS, the most experienced and responsible bidder is being recommended for the contract; and,

WHEREAS, the contract will be granted to S. A. Torello Demolition, Inc. The funding for any and all work performed under this contract will be CDBG monies,

NOW, THEREFORE, BE IT RESOLVED that the Pontiac City Council authorize the Mayor or Deputy Mayor to enter into a contract with; S. A. Torello Demolition, Inc. for Home Demolition for Batch 13 as budgeted.



December 27, 2018

Ms. Jane Bais Disessa, Deputy Mayor City of Pontiac 47450 Woodward Avenue Pontiac, MI 48342

RE: HOME DEMOLITION CONTRACTOR RECOMMENDATION

Dear Jane:

I have reviewed the bid submissions for the Home Demolition for <u>Group 13</u> and I am recommending S. A. Torello, Inc., based on my investigation, past experience and due-diligence of each bid.

TOTAL AWARD

\$59,789.00

If you have any questions or require any clarification, please contact me.

Best Regards,

Dwight E. Belyue

CEO

REFERRAL/RECOMMENDATION FORM

DATE: December 18, 2018
TO: Jane Bais-DiSessa, Deputy Mayor
FROM: Michelle L. McKenzie, Purchasing Agent
THE ATTACHED DOCUMENTS ARE BEING REFERRED FOR THE FOLLOWING REASONS:
City Council Bid Approval Budget Approval Cancelled Other
Bid Analysis and Recommendation for
The following bid is attached:
Home Demolition Batch 13
This copy direct monuncle delete equipment specifications on maxila decembry region.
You Recommendations of a bidder are to be located in the space provided in the "Remarks" section on the next page of this form. Do not submit your recommendation on any other.
RFP: Home Demolition Batch 13
REMARKS: After a competitive process and a public bid opening, it is recommended
that S. A. Torello, Inc. be awarded the Home Demolition bid for Batch 13
Your recommendation is to be based on the bid specification and content of bid. If the lowest bidder or bidders do not meet the specifications then list the major deviations for each.
Rejections must be based on actual exceptions to specifications, or on other details included in the bid documents.
Legal questions or concerns should be included in the analysis. If necessary, the Purchasing Division may request a legal opinion.
Recommendations for bids over \$10,000.00 must be approved by the Finance Director, the Purchasing Agent or an approved person as noted on the "City of Pontiac Authorized Signature Record."

Contractor has met the requirements of the Request For Proposal Bid Documents.
Project to be paid for with CDBG funds administered by Oakland County.
The above named firm has also provided references of the companies where they have
performed similar work.
They have the experience and equipment necessary to perform the duties of the RFP.
I have included my advertising list and listing of vendors notified on MITN.
Thave included my advertising list and listing of vendors notified on with.
I have included a bid tabulation showing all the bidders and their prices.
That a more and a sea to the sea
Signature of Purchasing Agent:
$\sim 1000 \text{ Mpc}$
I Jackelle (X // CKlory)
in 11/11/2
Date: $\frac{\frac{12}{8}}{8}$
Approved by:
Signature of Deputy Mayor:
$()$ $\rho \circ f$
+ $+$ $+$ $+$ $+$ $+$ $+$ $+$ $+$ $+$
Date:
Date
LARA CORPS SAM Income Tax Property Info City A/P SBA
MITN Profile Website Bid Tab Vendor List RFP X Addendum
MIIN ProfileWebsiteBid TabVendor ListRFPAddendum



MICHIGAN.GOV

Michigan's
Official
Web Site

Michigan.gov Home

License Verification Home | BPL Home | Contact BPL | CS&CL Home | Contact CS&CL | LARA Home

Bureau of Professional Licensing / Corporations, Securities & Commercial Licensing Bureau

VERIFY A LICENSE/REGISTRATION

Licensee Information

Name:

TORELLO, JOI MELANIE

Address: County: Port Huron MI 48060 Saint Clair

License Information

License Type: License Number: Builder - Individual

Specialties: Status: 2101188962 Active

Limitations:

05/31/2008

Issue Date: Expiration Date:

05/31/2020

Employed/Managed By

Employer/Manager: License Number:

Address:

County:

PERCENT

AND STATE

Attention Mobile Device Users: Not all mobile devices are compatible with all functions of this website.

Additional information pertaining to the occupations regulated by the <u>Bureau of Professional Licensing</u> can be found on the <u>Licensing Division</u> site.

DISCLAIMER

The Issue Date is the date the license/registration was first issued. Please note this information is not always available in the database. The Expiration Date given above is the date the license/registration expired or will expire. The license/registration may not have been active from the Issue Date to the Expiration Date. There may have been periods of non-licensure or non-registration. Please view the status history for more information.

Licensing and registration records are made available at this site by LARA to provide immediate access to information for the convenience of interested persons. While LARA has taken steps to update this information daily, we make no guarantee as to the accuracy, completeness, timeliness or current status of the information. LARA assumes no responsibility for any errors or omissions, or for the use of information obtained from this site.

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Lara 1/1

Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

ID Number: 800206284

Request certificate

N

Summary for: S. A. TORELLO, INC.

The name of the DOMESTIC PROFIT CORPORATION: S. A. TORELLO, INC.

The name was changed from: S. A. TORELLO INC. on 07-05-2018

Merged with: S.A. TORELLO DEMOLITION, INC. on 7/5/2018

Merged with: S.A.T. ENTERPRISES, INC. on 3/29/2018

Entity type: DOMESTIC PROFIT CORPORATION

Identification Number: 800206284 Old ID Number: 198891

Date of Incorporation in Michigan: 12/29/1972

Purpose:

Term: Perpetual

Most Recent Annual Report: 201

Most Recent Annual Report with Officers & Di

The name and address of the Resident Agent:

Resident Agent Name:

S.A. TORELLO

Street Address:

3500 DOVE RD

Apt/Suite/Other:

City:

PORT HURON

State: MI

Zip Code:

4806

Registered Office Mailing address:

P.O. Box or Street Address:

Apt/Suite/Other:

City:

State:

Zip Code:

The Officers and Directors of the Corporation:

CORPS 1/2

Title	Name	Address
PRESIDENT	SILVIO TORELLO	3500 DOVE RD PORT HURON, MI 4806
TREASURER	SILVIO TORELLO	3500 DOVE RD PORT HURON, MI 4806
SECRETARY	SILVIO TORELLO	3500 DOVE RD PORT HURON, MI 4806
DIRECTOR	SILVIO TORELLO	3500 DOVE RD PORT HURON, MI 4806
Total Authorized Sh	nares: 10,000	
Total Authorized St	nares: 10,000	
Written Consent		
		•

ALL FILINGS ANNUAL REPORT/ANNUAL STATEMENTS
ARTICLES OF INCORPORATION RESTATED ARTICLES OF INCORPORATION RESTATED ARTICLES OF INCORPORATION
RESTATED ARTICLES OF INCORPORATION

View filings

Comments or notes associated with this business entity:

LARA FOIA Process

Transparency

Office of Regulatory Reinvention

State Web Sites

Michigan.gov Home

ADA Michigan News

Policies

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SAM Search Results List of records matching your search for:

Search Term : S A Torello* Record Status: Active

No Search Results

SAM 1/1

Michelle McKenzie

From:

Larry A. Kosofsky

Sent:

Tuesday, December 18, 2018 11:49 AM

To:

Michelle McKenzie

Subject:

RE: Please investigate S A Torello for compliance

Hello Michelle,

According to the processors, they appear to be in compliance with the ordinance. Their activity in the City is minimal in relation to their total operations.

Larry

From: Michelle McKenzie < MMcKenzie@pontiac.mi.us>

Sent: Tuesday, December 18, 2018 11:35 AM
To: Larry A. Kosofsky < lkosofsky@pontiac.mi.us>
Subject: Please investigate S A Torello for compliance

Larry,

Please investigate for compliance.

S. A. Torello Inc. 3500 Dove Road Port Huron, MI 48060

Tax ID# 38-1996765

I know they have done work for the City in previous years, (2016 & 2017)

Thank you for your help.

Michelle L. McKenzle
Purchasing Agent/Fiscal Analyst
City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342
MMcKenzle@pontiac.ml.us
Direct Dial (248) 758-3120
Fax (248) 758-3197

I know you may have looked this up already, but I need to do this each time. Thank you! Michelle

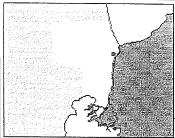
exome Thx



3500 Dove Rd

...printed from the St. Clair County GeoCortex Suite of FREE Public Sites: http://maps.stclaircounty.org; visit http://gis.stclaircounty.org for details.





Legend

Road Labels

Major Road Lines

- --- Freeway
- --- Freeway Ramp
- --- Highway
- ___ Major Arterial
- Minor Arterial
- Unnamed Roads
- Municipal Boundaries

Region

- Canada
 - St Clair
 - US
- Water
- ... Current Parcels
- Parcels: April 2018
- TaxID Prefix Groupings
- District Information: Census 20

World Imagery

Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

Notes

This map was automatically generated using Geocortex Essentials, maintained by SCC Information Technology, with continued support of your elected County Commissioners.

Equalization

Property Record for PORT HURON TOWNSHIP

Local Assessing Officer: St. Clair County Equalization Dept.

(810) 987-6600

Parcel Number:

74-28-017-3010-000

Parcel Address:

3500 DOVE RD

Tax Payer: JOIS TRUCKING LLC, JOI'S TRUCKING L 2018 State Equalized Value

3210 STRAWBERRY LANE PORT HURON, MI 48060

154,200

2018 Taxable Value

141,558

Homestead

0%

School District

PORT HURON AREA

Tax Description: W 1/2 OF SE 1/4 OF SW 1/4 OF SE 1/4 EXC RELOC DOVE RD, SEC 17 T6N R17E 4,11 A

Tax Rolls

Map this Parcel - Interactive Map

Delinquent Taxes

Map this Parcel - 2010 Aerial View Only

Drain Assessments

(Silverlight is no longer supported by this website.)

Go to Port Huron Township website

To view any document listed below, enter the information on the Property Records Search or contact the Registrar of Deeds with the document references.

Sale Date	Sale Price	Туре	Grantor	Grantee	Liber Page
1/1/1997	\$169,349	WD	S A TORELLO INC	TORELLO GROUP LIMITED PARTNERSHIP	1696:375
4/7/2014	\$281,594	QC	TORELLO GROUP LIMITED PARTNERSHIP	JOIS TRUCKING LLC, JOI'S TRUCKING L	4494:379

Some of the tax parcel data may only be downloaded once a year. Tax parcel data should be verified by the local assessing officer. ST. CLAIR COUNTY DOES NOT AND CANNOT WARRANT THE PERFORMANCE, RESULTS, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND/OR ANY OTHER USE WHETHER EXPRESSED OR IMPLIED FOR THE DATA, In no event shall St. Clair County become liable to users of this data, or any other party, for any lost profits, lost savings, or any loss whether it is direct, indirect, special, incidental or consequential damages, including but not limited to time, money or goodwill, arising from the use or modification of the data.

Contact Information

- County Equalization Department Assessing and Valuation Information
- County Treasurer Office Property Tax Information

Propinto 3/4 12/18/2018, 11:41 AM

Equalization

Property Record for PORT HURON TOWNSHIP

Local Assessing Officer: St. Clair County Equalization Dept.

(810) 987-6600

Parcel Number:

74-28-999-0177-601

Parcel Address:

3500 DOVE RD

Tax Payer: S.A. TORELLO DEMOLITION INC

3500 DOVE RD

PORT HURON, MI 48060-4764

2018 State Equalized Value

2018 Taxable Value

0

Homestead

100%

School District

PORT HURON AREA

Tax Description: PERSONAL PROPERTY

Tax Rolls

Map this Parcel - Interactive Map

Delinquent Taxes

Map this Parcel - 2010 Aerial View Only

Drain Assessments

(Silverlight is no longer supported by this website.)

Go to Port Huron Township website

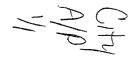
To view any document listed below, enter the information on the Property Records Search or contact the Registrar of Deeds with the document references.

Some of the tax parcel data may only be downloaded once a year, Tax parcel data should be verified by the local assessing officer. ST. CLAIR COUNTY DOES NOT AND CANNOT WARRANT THE PERFORMANCE, RESULTS, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND/OR ANY OTHER USE WHETHER EXPRESSED OR IMPLIED FOR THE DATA. In no event shall St. Clair County become liable to users of this data, or any other party, for any lost profits, lost savings, or any loss whether it is direct, indirect, special, incidental or consequential damages, including but not limited to time, money or goodwill, arising from the use or modification of the data.

Contact Information

- County Equalization Department Assessing and Valuation Information
- County Treasurer Office Property Tax Information

lumber of Records: 8,812 Hide Inactive	Sort Index: y	endor Name	Press Control-F to filter on vendor nar Press Control-A to view vendor activit
Vendor Name	Vendor Code	Billing Address	Vendor Sort Name
Russian Connection	00000712	28475 Ranchwood Dr Southfield MI 48076	Russian Connection
Ruth E. Kahn, PC	19000617	17515 W. Nine Mile Rd. Southfield MI 48075-5441	Ruth E. Kahn, PC
Ruth Steed	00002493	Home Administrator Pontiac MI 48341	Ruth Steed
Autherford	.00010474	285 Bondale Pontiac MI 48341	Rutherford
Rutke Signs, Inc.	10003623	14313 S, Halsted St, Riverdale IL 60827-7233	Rutke Signs, Inc.
Ryan Maura & Ryan	00012645	P.O. Box 214059 Auburn Hills MI 48321-1405	Ryan Maura & Ryan
Ryan Mike Thomas	00002394	2842 Keats Ln Lake Orion MI 48360	Ryan Mike Thomas
Ryan Patrick Mcgroarty	00002495	1808 South Blvd W Rochester Hills MI 48309	Ryan Patrick Mcgrearty
Ryan Russell	10004208	34 State Street Pontiac MI 48341	Ryan Russell
Rydin Decal	10003663	660 Pond Dr Wood Dale IL 60191	Rydin Decal
Ynearson meaning and the same of the same	10002951	4785 Mohawk Highland MI 48348	Rynearson
Rysztak Remodeling	10002051	28483 Kingsberry Chesterfield MI 48047	Rysztak Remodeling
S & B Plumbing & Sewer Service, Inc	00060713	3955 Airport Road Waterford MI 48329	S & B Plumbing & Sewer Service, Inc
S&M Enterprises	00000714	13605 Rattalee Lake Rd Davisburg MI 48350	S & M Enterprises
S&R Event Rental	00010799	35340 Union Lake Rd. Harrison Twp MI 48045	S & R Event Rental
S & W Real Estate Services, L.L.C.	00012296	1075 W. Featherstone Pontiac MI 48342	S & W Real Estate Services, L.L.C.
			Specification and the second
S&B Plumbing	00002497	3955 Airport Rd. Waterford MI 48329	S&B Plumbing
S&G Food Center INc	10003030	DBA Pontiac IGA Pontiac MI 48340	S&G Food Center INC
S&R Event Rental Ace Canvas & Text	10004096	465 Stephenson Hwy Troy MI 48083	S&R Event Rental Ace Canvas & Text
S&S Arts & Crafts	00002498	PO Box 516 Calchester CT 06415	S&S Arts & Crafts
S&S Seafood	00002499	47 S Glenwood Pontiac MI 48342	S&S Seafood
S&S Worldwide	00000716	P.O. Box 516 Colchester CT 06415-5051	S&S Worldwide
And problems and our going the first on a subject of the first of the	urbinistellisels de de deside de També antigada Como de la como		
Searching For: SA Torello	And the Control of th		



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Accessibility Options >SBA Search Results

SBA Search Results

tne profile's status is Active;
the profile may have expired in SAM;
the business is not necessarily registered in SAM (no CAGE code issued yet);
and randomized by original start time of search: 2018-12-18 10:51:34 AM.

Data validation took 0.01 seconds. The count and search queries took 10.28 seconds and 10.48 seconds, respectively.

No profiles met your search criteria.

View Name and Trade Name of Firm Contact Address and City, State Zip Capabilities Narrative

No more matches Refine Search

Please notify SAM if you discover any inaccurate contact information (address, e-mail address, fax or phone number) in the way most convenient for you:

For SAM Customer Service, contact: <u>Federal Service Desk</u> (8am - 8pm Eastern Time) 866-606-8220 334-206-7828 DSN: 866-606-8220

The structure of this page was last updated 02/01/2013, as part of SBSS 8.1.1.



Vendor List

Created By Created On

Michelle McKenzie

12/18/2018 10:55 AM EST S.A. Torello inc.

Keyword Vendors Status

Active

Purchasing Group

MITN Purchasing Group

Organization Name	Address	Main Contact	Email	Phone
S. A. Torello Inc.	3500 Dove road, Port Huron, Michigan, 48060, United States	Gary Lauzon	gary@torelloinc.com	810-364-5700
S.A. Torello Inc.	3500 Dove Road, Port Huron, Michigan, 48060, United States	Joi Torello	joi@torelloinc.com	8103645700



SOLICITATIONS

VENDORS

TOOLS REPORTS LEGACY SYSTEM

S.A. Torello Inc.

Organization Number County/Region

880668

St. Clair County

Registration Date Status

02/26/2018 Active

Address

Phone

Email

3500 Dove Road Port Huron, Michigan, 48060

United States 8103645700

jaj@tarellainc.com

Org Working Categories | Contacts | Bids | History | Downloads | Notifications

Registration Information

Business Structure

Private Corporation

Business Type

Small

Owner Ethnicity

Not Specified

Number of Employees

11 to 50

Established Since

W-9

MITN Purchasing Group

Member Since

Completed

Last Update Date

02/27/2018 01:33 PM EST

Last Update By

Joi Torella

Membership Level

Basic

is your company a registered DBE through the state No of Michigan (MDOT)?

BACK TO PREVIOUS PAGE

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Bid Opening Date: 12-17-18 @ 2:00 pm

of Houses: 8

Bid Tabulation

	ACTIVITY: Demolition	1		ation is for your in s not been evaluate			nclu	ded what was re	ad at the bid openi	ng.		
BATCH 13		1	ternational struction, Inc	Inner City Contracting, LLC		Blue Star		S A Torello, Inc	<u>1</u>		,	
ADDRE:	Euclid	\$	14,139.00	\$ 14,570.00	5	16,170.00	\$	10,700.00				
866	Inglewood	\$	10,800.00	\$ 8,780.00	1	12,031.00	<u> </u>	8,900.00				
355	Going Street	\$	11,597.00	\$ 8,560.00	\$	12,534.00	\$	9,700.00				
844	W Huron (Garage)	\$	4,434.00	\$ 3,050.00	\$	6,300.00	\$	2,589.00				
848	W Huron (Garage)	\$	4,434.00	\$ 3,050.00	\$	6,300.00	\$	2,600.00				
11	Mohawk (Garage)	\$	4,434.00	\$ 3,050.00	\$	6,300.00	\$	2,600.00				
131	Palmer Street	\$	14,712.00	\$ 15,700.00) \$	15,312.00	\$	10,400.00			_	
278	W Wilson Ave	\$	13,350.00	\$ 9,980.00	5	13,596.00	\$	12,300.00				
				-								
BID TO	ΤΛ1	Ś	77,900.00	\$ 66,740.00		88,543.00		59,789.00	\$	\$		\$ -

\$ 88,544.00 Written amount

Name/Work Activity of RFP:

Home Demolition Batch 13

Witness:

Michelle McKenzie, Purchasing Agent

Witness:

Mike Pucher, Oakland County

Garland Doyle, Interim City Clerk

Opened by City Clerk:

Date:

12/17/18 @ 2:00 pm



Matching Supplier List Created by:

Created on:

Michelle McKenzie

11/30/2018 05:02 PM EST

Solicitation:

Home Demolition Batch 13 - Home Demolition Batch 13 CDBG

Organization	Address	Contact	Email	Phone
21 century salvage Org. Number: 560443	10750 martz road ypsilanti, Michigan, 48197	keith miller	keith@ngsg1.com	734-485-4855
org. No.iibor. ooo i je	United States	keith miller	keith@ngsg1.com	734-485-4855
21st Century Salvage Org. Number: 622504	10750 Martz Rd. Ypsilanti, Michigan, 48197 United States	Keith W Miller	keith@ngsg1.com	734-4875-4855
A-1 Site Development, Inc Org. Number: 800736	19887 W Ridge Rd Henderson, Michigan, 48841 United States	Nicholas M Tkaczyk	a1sitedevelopment@gmail.com	307-231-5793
A.F.Bellisario.,Inc., Org., Number, 557189	245 Tilden Pontiac, Michigan, 48341	Tony Bellisario	abellisario245@comcast.net	248-310-0329
Org. Number, 557 169	United States	Tony Bellisario	abellisario245@comcast.net	248-310-0329
A.W.E. Inc. Org. Number: 558870	PO Box 228 Hadley, Michigan, 48440	Willard Wcisel	awexcavating@yahoo.com	248-922-3882
	United States	Willard Wcisel	awexcavating@yahoo.com	248-922-3882
A/C BUILDING SYTEM, INC Org. Number: 942751	47448 PONTIAC TRAIL SUITE#333 WIXOM, Michigan, 48393 United States	BECKER B AL-MUFTI	A-CBS@ATT.NET	2489414283
A1 Utility Contractor, Inc. Org. Number: 562322	2295 Lone Pine Rd. Gaylord, Michigan, 49735	Troy Lyons	troylyons1@netscape.net	989-324-8581
Org. Number: 502522	United States	Troy Lyons	troylyons1@netscape.net	989-324-8581
ABE Associates, Inc. Org. Number: 556999	440 Burroughs Street, Suite 605 Detroit, Michigan, 48202	Andre Brooks	andreb@abe-engineers.com	313-961-5170 ext. 101
Org. Number, 300555	United States	Andre' Brooks, PE	andreb@abe-engineers.com	313-961-5170
Able Demolition Org. Number: 556896	5675 Aubum Road Shelby Township, Michigan, 48317	John Koresky	Jake@AbleDemo.net	586-997-3366
Org. Number. 330690	United States	John Koresky	Jake@AbleDemo.net	586-997-3366
Adamo Demolition Co. Org. Number: 556845	320 East Seven Mile Rd. Detroit, Michigan, 48203	Tony Daguanno	tdaguanno@adamogroup.org	313-892-7330 ext. 123
Org. Noniber 300040	United States	Richard Adamo	radamo@adamogroup.org	313-892-7330 ext. 120
Advanced Building Group, LLC Org. Number: 561746	20260 Sherwood St. Detroit, Michigan, 48234	Scott Richardson	snchardson@advancedbg.com	313-974-6153
0,9. 110.11001. 0017 40	United States	Scott Richardson	srichardson@precision-cg.com	313-974-6153

Organization	Address	Contact	Emai	Phone
Advanced Concrete Polishing Org. Number: 1009062	223 Oakwood St. Monroe, Michigan, 48162 United States	Dan DiCarlo	dan@advancedconcretepolishing.com	734-915-7812
Advanced Disposal Services Solid Waste Midwest LLC	10599 West 5 Mile Road Northville, Michigan, 48168	Chris Preston	christopher.preston@advanceddisposal.com	734-837-5444
Org. Number: 556160	United States	Andrea Kruse	andrea.kruse@advanceddisposal.com	810-614-8035
,		Christopher Preston	Christopher.Preston@advanceddisposal.com	734-837-5444
Advanced Integrated Solutions, LLC	27016 Princeton St	Alexander Masters	amasters@myaisteam.com	248-878-0189
Org. Number: 564771	Inkster, Michigan, 48141 United States	Alexander Masters	amasters@myaisteam.com	248-878-0189
Ahem Contracting, Inc. Drg. Number: 601625	25875 New Forest Court Chesterfield, Michigan, 48051 United States	James P Ahern	unknown@no-reply.com	8103430403
Nelli Construction Company, Inc.	47850 Van Dyke Avenue	Paolo lacobacci	info@aiellicc.com	586-792-1890
Org. Number: 556211	Shelby Township, Michigan, 48317 United States	Paolo lacobacci	paolo@aiellicc.com	586-792-1890
		Sergio lacobacci	info@aiellicc.com	586-792-1890
Alastra Construction	1149 Lincoln	Vita Alastra	alacon2v@att.net	734-284-2422
Org. Number: 563260	Wyandotte, Michigan, 48192 United States	Joe Alastra	joealastra@wyan.org	734-284-2422
Alexander Transport, Inc. Org. Number: 558592	2610 Sylvia	Alexander McMillian	alextransport@att.net	313-565-6352
Jrg. Number: 956582	Inkster, Michigan, 48141 United States	Alexander McMillian	alextransp@aol.com	313-565-6352
Allied Building Service Company of Detroit, Inc. Org. Number: 556652	1801 Howard St. Detroit, Michigan, 48216 United States	PM Director	pmdirector@teamallied.com	313-230-0799
American Excavating	3389 Hack Rd.	Zachary Birnbaum	zac@americanexc.com	989-752-4780
Org. Number: 562732	Saginaw, Michigan, 48601 United States	Zachary Birnbaum	zac@americanexc.com	989-752-4780
Ampro Construction	13501 Mt. Elliott Ave	Dameli Jackson	amproconstruction@sbcglobal.net	313-304-8476
Org. Number: 559770	Detroit, Michigan, 48212 United States	Darnell Jackson	amproconstruction@sbcglobal.net	313-304-8476
Angels General Construction, Inc Org. Number: 879151	7152 Michigan Ave Detroit, Michigan, 48210 United States	Emir Gardel	e.gardel@angelsgc.com	3137688907
Anglin Civil Drg. Number: 559183	13000 Newburgh Road Livonia, Michigan, 45150 United States	Nick Wineka	nick@anglincivil.com	8106236482 ext. 8106236482
	United States	Doug Anglin II	doug2@anglincivil.com	248-866-7789
		Steve Smith	steve.smith@anglincivil.com	248-397-4200

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Organization	Address	Contact	Email	Phone
Apollo Dismantling Services, LLC Org. Number: 740557	4511 Hyde Park Blvd. Nlagara Falls, New York, 14305 United States	Michael N Fago	mike@apollodismantle.com	7162789415
arch environmental group, inc. Org. Number: 556856	37720 Research Drive Farmington Hills, Michigan, 48335	Scott Staber	scott@archenvgroup.com	248-426-0165 ext. 22
org. Namber 000000	United States	Scott P Staber	scott@archenvgroup.com	248-426-0165
		Scott Staber	scott@archenvgroup.com	248-426-0165
Architectural Design Concepts, LLC Org. Number: 560329	53375 Fairchild Road Macomb, Michigan, 48042	Linda Alsbury	lalsbury@comcast.net	586-615-1059
Olg. Nulliber. 300329	United States	Linda Alsbury	unknown@no-reply.com	586-615-1059
Aristeo Construction Company Org. Number: 558336	12811 Farmington Road Livonia, Michigan, 48150 United States	Darryl Schneider	dschneider@aristeo.com	734-427-9111 ext. 1508
	omed dated	Joe Jendrusik	jjendrusik@aristeo.com	734-367-1555
		Kirk Peilet	kpeilet@ansteo.com	734-427-9111
Arrow Services & Demolition Org. Number: 970655	6086 Curson Dr Toledo, Ohio, 43612 United States	Rick M Bennett	Arrowpres11@yahoo.com	313-229-9391
Asphalt Trucks Inc Org. Number: 1096621	4758 WITT RD SAINT CLAIR, Michigan, 48079 United States	Ricky Stapleton	astrîn2@gmail.com	5865312876
ATC Group Services LLC	46555 Humboldt Drive	Karen Wren	karen.wren@atcassociates.com	248-669-5140 ext. 132
Org. Number, 557332	Novi, Michigan, 48377 United States	Dave Paholak	david.paholak@atcassociates.con	248-669-5140
Audia Concrete Construction, Inc. Org. Number: 557441	P.O. Box 72	Ronetta Audia	raudia@audiaconstructioninc.com	248-676-9570
Org. Number: 557441	Milford, Michigan, 48381 United States	Ronetta Audia	raudia@audiaconstructioninc.com	248-676-9570
Austin Morgan Companies, LLC Org. Number: 556184	PO Box 1159 Flint, Michigan, 48501	Christie Rasins	Info@austinmorgan.com	810-407-7495
Org. Number, 556164	Filmi, Michigan, 46501 United States	Christie Rasins	unknown@no-reply.com	810-407-7495
		Randy Rasins	Randy@austinmorgan.com	810-407-7495
AVC Services II Inc. Org. Number: 878078	25600 Henry B. Joy Boulevard Harrison Township, Michigan, 48045 United States	Antonio Cardillo	avcservices@outlook.com	2486485899
Axiom Construction Services Group, LLC Org. Number: 780245	7789 East M-36 Whitmore Lake, Michigan, 48189 United States	Deib Mougrabi	estimating@axiomcsgllc.com	248-446-1104
Bailey Excavating, Inc.	1073 Toro Drive	Jacob Bailey	jacobbailey@bailey-excavating.com	517-750-3030
Org. Number: 561408	Jackson, Michigan, 49201 United States	Jacob Bailey	jacobbailey@bailey-excavating.com	517-812-7515
		Rhonda Blair	rhondablair@bailey-excavating.com	517-206-0790

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Organization	Address	Contact	in - Email -	Phone (1
BANKSTON CONSTRUCTION, INC. Org. Number: 558459	8901 SCHAEFER HWY. DETROIT, Michigan, 48228	Vincent Bankston	bankston1981@aol.com	313-931-8640
Jig. Number. 000-03	United States	Vincent Bankston	unknown@no-reply.com	313-931-8640
Barton Malow Org. Number: 1088339	26500 American Dr. Southfield, Michigan, 48034 United States	Rick Rumsey	rick.rumsey@bartonmalow.com	248-866-0576
Bayview Electric Company, LLC Drg. Number: 558733	12230 Dixie Street Detroit, Michigan, 48239	Robert Davies	rdavies@bayelectric.com	313-255-5252
Olg. Number, 338733	United States	Robert Davies	unknown@no-reply.com	313-255-5252
		Tiny Runge	tiny@bayelectric.com	313-255-5252
BBEK Environmental Org. Number: 563228	24808 Thomas Warren, Michigan, 48091	Kevin Woods	environmental@bbekconstruction.com	313-492-1854
org. Number: 000220	United States	Kevin Woods	environmental@bbekconstruction.com	313-492-1854
Beam, Longest and Neff, LLC Org. Number: 705719	51151 W. Pontiac Trail Wixom, Michigan, 48393 United States	Ryan Jones	rjones@b-l-n.com	3136827903
Ben's Mighty Mole LLC Org. Number: 1142356	7989 Wildcat Road Croswell, Michigan, 48422 United States	Kimberly McNulty Parraghi	cloverberries@att.net	810-712-3530
Berkshire Dev Org. Number: 888078	750 Golf Crest Dearborn, Michigan, 48124 United States	Sam D Sala	theshul.info@gmail.com	313-715-4727
Bernco, Inc. Org. Number: 556192	20816 Eleven Mile RoadSuite 202 St. Clair Shores, Michigan, 48081 United States	Bernard Cattivera	bemcoinc@msn.com	586-445-3700
BETTER PROPERTY MAINTENANCE Org. Number: 838188	233231 INDUSTRIAL PARK DR STE. A FARMINGTON HILLS, Michigan, 48335 United States	JONATHAN L MORAY	ACKER2306@MSN.COM	248-521-6111
Bidigare Contractors, Inc.	P.O. Box 700464	John Bidigare	jordon@bidigarecontractors.com	248-735-1113
Org. Number: 557909	Plymouth, Michigan, 48170 United States	John Bidigare	excav1@hotmail.com	248-735-1113
Big Sky Service Company	7011 Big Sky Drive	Frank Reneaud	freneaud@bigskyservice.com	248-250-8844
Org. Number: 567065	Holly, Michigan, 48442 United States	Frank Reneaud	freneaud@bigskyservice.com	248-250-8844
Birkenstock Construction LLC. Drg. Number: 970803	2528 Harte DR. Brighton, Michigan, 48114 United States	James M Harte	birkenstockconstructionllc@gmail.com	8104997144
Blaze Contracting Inc.	5640 St. Jean	Gayl Turk	gturk@blazecontracting.net	313-361-1000
Org. Number: 558390	Detroit, Michigan, 48213 United States	Chris Kuzak	ckuzak@blazecontracting.net	313-361-1000
		Kerlin Blaise	kerlin@blazecontracting.net	313-361-1000

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Organization	Address	Contact	Email	Phone
Blazin' Basements Org. Number: 1156008	7357 Sumac Court Shelby Township, Michigan, 48316 United States	Dale Richardson	dalench34@yahoo.com	585-615-5713
Blue Spader Contractors Org. Number: 567813	53254 Kentland Macomb, Michigan, 48042 United States	Kevin Sibilla	estimating@bluespader.net	734-394-0923
		Ken Perko	kperko@bluespader.net	313-801-8550
		Kevin Sibilla	ksibilla@bluespader.net	313-244-1539
Blue Star, Inc. Org. Number: 557215	21950 Hoover Warren, Michigan, 48089 United States	Scott Krall	estimating@bluestardemo.com	586-427-9933
		Scott Krall	skrall@bluestardemo.com	586-427-9933
Blue Water Environmental, Inc. Org. Number: 560211	29041 Wick Rd Romulus, Michigan, 48174 United States	Donna Roberts	jisrael@bluewaterenvironmental.com	734-947-5820 ext. 103
		Andy Szombati	aszombati@bluewaterenvironmental.com	734-947-5820
		Gerard Fadell	jfadell@bluewaterenvironmental.com	734-947-5820
		Jacob Israel	jisrael@bluewaterenvironmental.com	734-947-5820
Boddy Construction Co.,Inc Org. Number: 559481	3741 Dove Road Port Huron, Michigan, 48060 United States	Ronald G. Boddy	ron@boddyconstruction.com	810-364-9560
Org. Number. 000-01		Ronald G. Boddy	ron@boddyconstruction.com	810-364-9560
Bolle Contracting Org. Number. 563658	408 east fourth clare, Michigan, 48617 United States	mark bolle	mbolle@cmsinter.net	989-386-7311
		mark bolle	mbolle@cmsinter.net	989-386-7311
Brand Energy Services, LLC Org. Number: 1008907	12701 Beech Daly Taylor, Michigan, 48180 United States	Joseph R Schoenherr	jschoenherr@brandsafway.com	734-341-3823
Brantley Development Org. Number: 559899	30235 Marshall Court Westland, Michigan, 48186 United States	Stanley Brantley	Brantley_Development@yahoo.com	810-610-0427
		Stanley Brantley	Brantley_Development@yahoo.com	810-610-0427
Bricco Excavating Co., L.L.C. Org. Number: 558201	21201 Meyers Road Oak Park, Michigan, 48237 United States	Marco Banchero	bids@briccoexcavating.com	248-547-6963
		Dino Cervi	dinoc@briccoexcavating.com	248-547-6963
		Marco Banchero	marcobanchero@comcast.net	248-547-6963
Broadco Property Restoration Org. Number: 795536	44700 N Groesbeck Hwy Clinton Twp, Michigan, 48036 United States	Summer T	ap@broadco.com	5864666250
Brown Drilling Co., Inc. Org. Number: 954436	7215 E. Highland Road Howell, Michigan, 48843 United States	Gary L Sunderland	gary@browndrillingco.com	517-546-0600
BSI Professional Services America Org. Number: 897634	12950 Worldgate Drive, Suite 800 Herndon, Virginia, 22124 United States	Shereen N Abuzobaa	sabuzobaa@gmail.com	571-830-0777

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Organization	Address	Contact	Email: 1927, Service of Service o	Pnone
Builders Exchange of Lansing and Central Michigan Org. Number: 1046755	1240 East Saginaw Lansing, Michigan, 48906 United States	Leslie A Vargas	bids@bxlansing.com	5173728930
Building Decommission Services, LLC Org. Number: 559019	23900 Amber Avenue Warren, Michigan: 48089 United States	Kenneth Lawler	jchristie@bdsen∨ironmental.com	586-755-9030
		Kenneth Lawler	klawler@bdsenvironmental.com	586-755-9030
		Ronald Lawler	rfawler@bdsenvironmental.com	586-755-9030
C. E. Gleeson Constructors Org. Number: 560426	984 Livernois Road Troy, Michigan, 48083 United States	Sarah Williams	sarah@gleesonconstructors.com	248-647-5500 ext. 111
		Charles Gleeson II	gleeson@gleesonconstructors.com	248-647-5500 ext. 104
C.A. Hull Co., Inc. Org. Number: 557660	8177 Goldie Rd Walled Lake, Michigan, 48390 United States	Dave Tumer	dtumer@cahull.com	248-694-8032
		Dave Tumer	dtumer@cahull.com	248-694-8032
C.M.V. Landscape Services Org. Number: 560680	30550 Beaconsfield Roseville, Michigan, 48066 United States	Mark Lucia	cementaman@att.net	810-523-6047
		Mark Lucia	cementaman@att.net	810-523-6047
Calo & Sons Construction Inc. Org. Number: 561400	P.O. Box 530563 Livonia, Michigan, 48153 United States	Tim O'Donnell	tocalotrucking@gmail.com	248-755-3342
		Tim O'Donnell	tocalotrucking@gmail.com	248-755-3342
		Tony Calo	calotrucking@yahoo.com	313-363-1946
CARLETTE CONSTRUCTION Org. Number: 839733	11000 W McNichols, Suite 225 Detroit, Michigan, 48221 United States	Ernest Williams	carletteconstruction@gmail.com	313-347-8699
Car's Outdoor Services Inc Org. Number: 558518	48910 Ford Rd Canton, Michigan, 48187 United States	Tim Carr	Timcarr1@juno.com	734-459-8880
		Carr's Outdoor Services Inc.	carrsoutdoor@gmail.com	734-459-8880
Catskill Remedial Contracting Services, Inc. Org. Number: 562376	911 Dix St Suite C Otsego, Michigan, 49078 United States	Jeff Gostlin	j.gostlin@catskillremedial.com	269-692-2504
		Jim MILLER	ctskli@aoi.com	269-692-2504
CB Asphalt Maintenance, LLC Org. Number: 948136	8625 Oakville Waltz Belleville, Michigan, 48111 United States	Craig J Blankenship	Craig@cbasphaltpaving.com	7343660174
		Chris Patterson	Chris@cbasphaltpaving.com	7343660292
		Petor Konja	Pete@cbasphaltpaving.com	7342886692
Certified Abatement Services, Inc Org. Number: 557625	3715 Gorey Ave Flint, Michigan, 48506 United States	Linda Little	linda@casi1986.com	810-742-0600
		Linda Little	linda@casi1986.com	810-742-0600
Champine Services Inc Org. Number: 848481	33750 lipke clinton twp, Michigan, 48035 United States	Jared champine	jaredchampine@yahoo.com	5867645331

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Organization	Address	Contact	Email .	Phone
Chillicothe Steel Co. Org. Number. 794056	106 south mcarthur street chillicothe, Ohio, 45601 United States	Jordan Crace	jordan@chillicothesteel.us	740-772-2481
Clark' Construction Co. Org. Number. 799151	18109 Livernios Ave Detroit, Michigan, 48221 United States	Clark CB Bailey	clarkb@clarksconstruction.net	313-345-7503 ext. 30
Clean All LLC Org. Number: 1073886	4222 E MC NICHOLS Detroit, Michigan, 48212 United States	Sunny Tharp	sunny@cleanall.net	313-731-7680
Cleaning Contractors Inc Org. Number: 561500	12250 Universal Drive Taylor, Michigan, 48180 United States	Mary Longsdorf	mary@ccienv.com	734-946-4270
		Allan Longsdorf	allan@ccienv.com	734-946-4270
		Mary Longsdorf	mary@cclenv.com	734-946-4270
CMA Design Services Org. Number: 557182	P.O. Box 183392 Shelby Township, Michigan, 48318 United States	Tony Cappussi	info@cmadesignservices.com	586-726-1043
		Tony Cappussi	info@cmadesignservices.com	586-726-1043
Commercial Contracting Corporation Org. Number. 556360	4260 North Atlantic Blvd Auburn Hills, Michigan, 48326 United States	Matt Stone	matt.stone@cccnetwork.com	248-209-0500 ext. - 4710
	7.75 Cinico Clates	brad Kimmel	brad.kimmel@cccnetwork.com	248-209-0500 ext. 540
		Laura Ottman	laura.ottman@cccnetwork.com	(248) 209-0500
Compeau Bros Inc Org. Number: 559554	12480 Telegraph Carleton, Michigan, 48117 United States	Edward Compeau	unknown@no-reply.com	734-783-0151
		Edward Compeau	unknown@no-reply.com	734-783-0151
		Mark E Rodgers	mark@compeaubrothers.com	734.783.0151
Compliance, Inc. Org. Number: 556926	223 Lake Avenue Traverse City, Michigan, 49684 United States	Kristine Smith	smith@complianceinc.com	231-922-7400
		James E. Rossi	rossi@complianceinc.com	231-922-7400
Concrete Cutting & Breaking Co Org. Number: 556957	3411 W. Fort St Detroit, Michigan, 48216 United States	Rick Olson	rolson@concut.com	313-285-5025
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Concrete Cutting & Breaking Co. Org. Number: 1043649	157 Campbell St RIVER ROUGE, Michigan, 48218 United States	Rick Olson	rolson@concut.com	3132855025
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Constructeam Org. Number: 567627	31780 Groesbeck Hwy Frazer, Michigan, 48026 United States	Kenneth Heffner	fphillips@restoreitright.com	866-372-1272
		Kenneth Heffner	unknown@no-reply.com	866-372-1272
awford Contracting, Inc. P.O. Box 1909 g. Number. 559160 Mt Pleasant, Michigan, 48804	Jeffery Loomis	jeffery.loomis@gmail.com	989-775-6622	
Org. Number. 559160	Imper: 559160 Mt Pleasant, Michigan, 46604 United States	Andrea Wetherbee	unknown@no-reply.com	9897756622

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Organization	Address	Contact	Email	Phone
CROM COATINGS AND RESTORATIONS Org. Number: 1005926	30931 Munger drive Livonia, Michigan, 48154 United States	Nasser I El-Haj	nelhaj@CromCorp.com	. 3138881001
Cross Lake Construction Inc. Org. Number: 559128	8676 Sears Rd Horton, Michigan, 49246	David Rappleye	lrappley@frontiemet.net	517-524-6685
	United States	David Rappleye	lrappley@frontiernet.net	517-524-6685
Cross Renovation Org. Number: 561364	34133 Schoolcraft Rd. Livonia, Michigan, 48178	mike butcher	mike@stark-enterprisesllc.com	734-286-2244
	United States	Ken Allen	ken@deanflooringservices.com	734-286-2244
CWR II Org. Number: 561053	42100 Van Born Rd Canton, Michigan, 48188	Paul Denski	paulm@cantonwasterecycling.com	734-397-5801
	United States	Paul Denski	paulm@cantonwasterecycling.com	734-891-5395
D& R EARTHMOVING, LLC Org. Number: 560057	5840 STERLING DRIVE, SUITE 420 HOWELL, Michigan, 48843	RYAN LOOK	rlook@drearthmoving.com	517-586-4033
Olg. Hambon Geode.	United States	BRIAN DODDS	bdodds@drearthmoving.com	517-586-4033
		Ryan Look	rlook@drearthmoving.com	517-586-4033
D. Macro Contractors, Inc.: Org. Number: 945342	5005 E. 14 Mile Rd. Sterling Heights, Michigan, 48310 United States	Michele Bruley	Dmacro@dmacrocontractors.com	5862071732
D.V.M. Utilities, Inc. Org. Number: 559826	6045 Sims Rd., Suite 2, Sterling Heights, Michigan, 48313 United States	Vinay Shenoy	vshenoy@dvmutilities.com	586-979-0402
Org. Number. 339620		Daniel DiLegge	vshenoy@dvmutilities.com	586-979-0402
Dave's Contracting, Inc. Org. Number: 558541	1101 N. Denwood Dearborn, Michigan, 48128 United States	David Dalfonsi	davescont@aol.com	313-363-5129
Org. Namber 300041		David Dalfonsi	unknown@no-reply.com	313-363-5129
Davenport Brothers Construction Co Org. Number: 560003	301 Industrial Park Dr Belleville, Michigan, 48111 United States	Mark Davenport	mark@davenportbrothers.com	734-697-2994
Org. Number. 300003		Joe Davenport	Joe@davenportbrothers.com	734-697-2994
DeAngelis Diamond Construction Org. Number: 995669	39555 Orchard Hill Place Suite 235 Novi, Michigan, 48375 United States	David Kovalik	davidk@deangellsdiamond.com	248-864-0007
Decommissioning Services, LLC Org. Number: 703603	PO 614 Williamston, Michigan, 48895 United States	Aaron Demand	ademand@dddgrp.com	989-280-3057
deepali co IIc Org. Number: 562878	19125 beech daly road redford, Michigan, 48240	dharmendra patel	dharmenpatel92@gmail.com	313-704-2314
Org. Number. 3020/6	United States	dharmendra patel	unknown@no-reply.com	313-531-1775
DeMaria Building Company	3031 West Grand BlvdSuite 624	Darren Murray	aaront@demariabuild.com	313-870-2800 ext. 304
Org. Number: 558105	Detroit, Michigan, 48202 United States	Darren Murray	darren@demariabuild.com	313-870-2800

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Org. Number: 556592	Clinton Township, Michigan, 48035	Dennis Jablonski	unknown@no-reply.com	586-792-5290
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	United States	Jack Pounds	jpounds@detroitreadymix.com	313-931-7043
DiLisio contracting INC Org. Number: 609560	23525 lakepointe dr Clinton twp, Michigan, 48036 United States	Joe DiLisio	JOE@DILISIOCONTRACTING.COM	586-783-4044
DiMambro Construction Org. Number: 1046540	1000 John R. Suite 102 Utica, Michigan, 48083 United States	Alesandro DiMambro	atmdimambroalex@gmail.com	5864050715
DMC Consultants, Inc.	13500 Foley Street	Mike Chaudhary, MBA, PMP	mike@dmcgroupusa.com	313-491-1815 ext. 22
Org. Number: 558520	Detroit, Michigan, 48227 United States	Mike Chaudhary	mike@dmcgroupusa.com	313-491-1815
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Org. Number: 339406	United States	Jeromy Estes	sales@dome-corp-na.com	989-777-2050
	建量性的 医皮肤骨髓 医毛髓 非主要的	Ross Lake	ross@dome-corp-na.com	989-777-2050
Don Martell Concrete LLC Default Solutions Org. Number: 918517	115 E Elm Ave Monroe, Michigan, 48162 United States	DON MARTELL	don@martellconcrete.com	7346392031 ext. 101
Dore & Associates Contracting, Inc. Org, Number: 611220	900 Harry S. Truman Pkwy. Bay City, Michigan, 48706 United States	Arthur M Dore	ton@doreassoc.com	9896848358
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DP Schweihofer Excavating, Inc	1409 Fred Moore Hwy	David Schweihofer	ed@dpschweihofer.com	810-637-8979
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Organization	Address	Contact	Email	Phone
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Earthmovers of Midland, LLC Org. Number: 561468	4319 North Eastman Rd Midland, Michigan, 48642	Maria Sandow	info@earthmoversofmidland.com	989-615-0812
Org. Number. 30 140 ş	United States	Alfred Sandow	asandow@earthmoversofmidland.com	989-205-0107
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Ed Birkmeier Well Drilling Org. Number: 558362	PO Box 324 New Lothrop, Michigan, 48460	Patti Clark	ebwd@centurytel.net	810-638-5104
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Ellsworth Industries Org. Number: 556415	P.O. Box 5366 Plymouth, Michigan, 48170	Chad Monteith	cmonteith519@comcast.net	313-218-4790
Olg. Namiosi. 300-10	United States	Chad Monteith	cmonteith519@comcast.net	313-218-4790
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ENGIE Services US Org. Number: 1040736	200 E. Big Beaver Rd Troy, Michigan, 48083 United States	W. George Taylor	george.taylor@engie.com	313-919-0186
English D Construction LLC Org. Number: 833801	15872 Humphrey Street Southgate, Michigan, 48195 United States	LeeAnn Flyrin	EnglishDEstimates@gmail.com	7345585620
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		Michael Kelly	unknwon@no-reply.com	313-791-2600
Environmental Testing & Consulting, Inc.	38900 W. Huron River Drive	Patricia Stephen	sales@2etc.com	800-864-3236 ext. 223
Org. Number: 556737	Romulus, Michigan , 48174 United States	Jeremy Westcott	Jeremy.Westcott@2etc.com	734-955-6600 ext. 218

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Org. Number. 000402	United States	Harold Oliver	harold@envisionbuilders.net	248-305-8181
	·	JoAnne Oliver	joanne@envisionbuilders.net	248-305-8181
ine Construction, LLC org. Number: 560730	22051 Commerce Drive Woodhaven, Michigan, 48183	Jody Petit	jpetit@erieconstructionlic.com	734-676-8689
	United States	Jody Petît	Jpetit@eneconstructionIlc.com	734-676-8689
Evangelista Corporation Org. Number: 559377	55800 Grand River AvenueSuite 150 New Hudson, Michigan, 48165	Mark Evangelista	mark@evangelistacorporation.com	248-888-0400
organisma about 1	United States	James Hayes	james@evangelistacorporation.com	248-888-0400
		Mark Evangelista	mark@evangelistacorporation.com	248-888-0400
Evergreen Tree & Restoration Inc Org. Number: 839265	21719 Springhill St Romulus, Michigan, 48174 United States	Ashley Ebling	ashley.ebling@evergreentreerestoration.com	7343487287
F LAX CONSTRUCTION CO INC Org. Number: 797051	651 LIVERNOIS ST Ferndale, Michigan, 48220 United States	Talal A Jawad	info@flaxco.com	8005471914
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Org. Number: 567841	mayville, Michigan, 48744 United States	Gretchen Laurain	gretchen.laurain@yahoo.com	810-336-5849
Farrow Group, Inc. Org. Number: 556835	601 Beaufait Avenue	Michael Farrow	adminfarrow@comcast.net	313-259-7910
Org. Number. 336633	Detroit, Michigan, 48207 United States	Michael Farrow	unknown@no-reply.com	313-259-7910
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Five Star Property Services & Maintenance LLC	49399 Brooklyn	Artur Xhuti	arturmasonry@gmail.com	248-701-3070
Org. Number: 560467	Shelby TWP, Michigan, 48317 United States	Artur Xhuti	arturmasonry@gmail.com	248-701-3070
FK Engineering, PLLC Org. Number: 858414	30425 Stephenson Hwy. Madison Heights, Michigan, 48071 United States	Zachary Carr	zcarr@fkengineering.com	313-304-6737
Forrest Lawn Care Org. Number: 849657	4622 Milton Dr Flint, Michigan, 48507 United States	Forrest M Spitzer, Jr	fsjlawncare@gmail.com	8106188307

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Organization	Address	Contact	Email	Phone
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Org. Number 560565	Richmond, Michigan, 48062 United States	Gary Bertossi	rvfd_36@yahoo.com	586-405-4948
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Org. Number. 763929	United States	Brian McKinney	brian@gayangaco.com	3137271080
GB UTILITIES	11000 W McNicols Suite 206 Detroit, Michigan, 48224	LaCresha Ware	lw@gbutility.com	313-676-2133
Org. Number. 561273	United States	LaCresha Ware	lw@gbutility.com	313-676-2133
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		Jim Munchiando	jmunchiando@auchconstruction.com	248-334-2000
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Goldleaf Building, Ilc Org. Number: 567629	18900, Strongford Drive Macomb, Michigan, 48044	Mike Abissini	unknown@no-reply.com	586-242-0405 ext. 586
Org. Number: 507029	United States	Mike Abissini	unknown@no-reply.com	586-242-0405 ext. 586
Goretski's Construction Company Org. Number: 558756	4850 South Hill Milford, Michigan, 48381	Kyle Goretski	kg@goretskiconstruction.com	248-685-1404
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Greenscape 551345	P.O. Box 133	Brian Cataldo	bwcataldo@yahoo.com	989-544-2489
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Org. Number: 557704	Livonía, Michigan, 48152 United States	Walter Kosinski	walter.kosinski@gza.com	734-462-0207
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org. Number: 556914	United States	ROCCO GRIMALDI	hrcguys@att.net	734-641-3333
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International Construction Org. Number: 559197	53618 Cherrywood Shelby Township, Michigan, 48315	Pasquale Gismondi	dirtdoctor2010@yahoo.com	586-749-9895
Org. Number: 555157	United States	Pasquale Gismondi	unknown@no-reply.com	586-677-3201
Iseler Demolition, Inc Org. Number: 564560	71231 Burlison Lane Romeo, Michigan, 48065	Lisa Pleiness	iseler@iselerdemolition.com	800-338-8396
Org. Namber. 304060	United States	Lisa Pleiness	unknown@no-reply.com	800-338-8396
J & N Contracting LLC Org. Number: 1147679	5656 Le BLanc Ann Arbor, Michigan, 48103 United States	Jason Cooper	jncontracting1@yahoo.com	7348274292
J Keith Construction	1010 Antietam	Keith Jones	kjones@jkeithconstruction.com	313-454-1707
Org. Number: 565000	Detroit, Michigan, 48207 United States	Keith Jones	kjones@jkeithconstruction.com	313-454-1707
j&m construction Ora. Number: 561970	po box 175 new hudson, Michigan, 48375	michael mccutcheon	mitchjmsilt@aol.com	248-685-0757
org. Number: 561970	United States	michael mccutcheon	mitchjmsilt@aol.com	248-685-0757
J-Mac Tree & Debris, LLC Org. Number: 564286	29193 Northwestern Highway, Suite 651 Southfield, Michigan, 48034	Jeff Madison	jmactreeanddebns@gmail.com	313-308-5558
Org. Number. 364286	United States	Anthony Magee	exterior_excellence@yahoo.com	313-308-5558
		jeff madison	unknown@no-reply.com	313-308-5558
J. Ranck Electric, Inc. Org. Number: 558119	1993 Gover Parkway Mt. Pleasant, Michigan, 48858	Adam Ranck	ajranck@jranck.com	800-792-3822
Org. Number. 556119	United States	Adam Ranck	ajranck@jranck.com	800-792-3822
		Janice LaRose	jlarose@jranck.com	989-775-7393 ext. 2131
J. S. Vig Construction Company Org. Number: 559238	16650 Racho Road Taylor, Michigan, 48180	Joseph Vig	unknown@no-reply.com	734-283-3002
Org. Number, 559238	United States	Joseph Vig	unknown@no-reply₋com	734-283-3002
		Valene Vig	valvig@jsvig.com	734-283-3002
J.R. Mathews, Inc	22650 Maple Farmington, Michigan, 48336	James Mathews	ccorrie@twmi.rr.com	248-474-3642
Org. Number: 557205	United States	Christine Corrie	ccorrie@twmi.rr.com	248-474-3642
		James Mathews	ccorrie@twmi.rr.com	248-474-3642
Jenkins Construction, Inc. Org. Number: 557673	985 E. Jefferson Detroit, Michigan, 48207 United States	Kent Jackson	kjackson@jenkinsconstruction.com	313-625-7200 ext. 1402
	Zagara Julieu States	Kent Jackson	unknown@no-reply.com	313-625-7200

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	United States	John Hood	unknown@no-reply.com	810-278-8188
joseph c mathews, inc Org. Number: 873845	919 Cook Road Grosse Pointe Woods, Michigan, 48236 United States	Joseph C Mathews	jcmathews12@hotmail.com	3134102319
Josh Lawn And Landscape LLC Org. Number: 847691	396 Napoleon Rd Michigan Center, Michigan, 49254 United States	Josh Blakeman	joshlawncrew@yahoo.com	5174142249
Jp Roosevelt Construction Org. Number: 1006044	535 gńswold suite 111-238 detroit, Michigan, 48226 United States	desmond parker	dparker@jprooseveltconstruction.com	313442-7443
JR SERVICES GROUP, LLC	2899 E. Big Beaver, Suite 189	Justin Riberas	bids@jrserv.com	248-379-9830
Org. Number: 560165	Troy, Michigan, 48083 United States	Justin Riberas	bids@jrserv.com	248-379-9830
JS Vig Construction Company Org. Number: 1082699	15040 Cleat Street Plymouth, Michigan, 48170 United States	Joseph S Vig	joe@jsvig.com	313-477-1060
JV Contracting, Inc. Org. Number: 854641	7285 N. State Road Goodrich, Michigan, 48438 United States	Jim j Valente	jvalente@jvcontracting.net	248-308-6165
Kandico Services LLC	14470Eastburn	Ken Daniels	krdaniels2009@gmail.com	313-213-4888 ext. 313
Org. Number: 565583	Detroit, Michigan, 48205 United States	Ken Daniels	krdaniels2009@gmail.com	313-213-4888 ext. 313
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Org. Number: 564209	Belleville, Michigan, 48111 United States	Kevin McNamara	comishmcnamara@gmail.com	313-999-7495
Keystone Group Contracting LLC Org. Number: 566690	P.O. Box 2331	Tia Miss	info@keystonegroupcontracting.com	313-917-8201
Org. Number: 500090	Dearborn, Michigan, 48123 United States	Tia Miss	info@keystonegroupcontracting.com	313-917-8201
KJP Roofing Org. Number: 838932	46958 N. Gratiot Suite 174 Chesterfield, Michigan, 48064 United States	Jason D Prieskom	jason@kjproofing.com _	(586)256-1376
Kopas Construction LL'c Org. Number: 1039462	25705 Farmbrook Southfield, Michigan, 48034 United States	Michael E. Kopas	kopasconst@yahoo.com	2488201172
L A Construction Org. Number: 816858	4067 Commerce Drive Flushing, Michigan, 48433 United States	Shari Bramlett	laconstructioncorporation@gmail.com	8106597565

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Organization:	Address	Contact	Email	Phone
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Lake Michigan Excavating, LLC Org. Number. 559153	24075 Summer Lane Flat Rock, Michigan, 48134	Rich Fanti	rfanti@lakemichiganexcavating.com	313-316-8753
Org. Number: 309 133	United States	John Marcon	jmarcon@lakemichiganexcavating.com	734-755-9794
Land-HO Construction Company, Inc. Org. Number: 558959	21710 Gregory Dearborn, Michigan, 48124	Dennis MacDonald	MAC_5842@msn.com	313-565-0784
org. Number. 00000	United States	Dennis Macdonald	MAC_5842@MSN.COM	313-215-6567
LaSalle Inc Org. Number: 557594	30375 Northwestern Hwy. Farmington Hills, Michigan, 48334	Ken Perko	kperko@lasalleinc.com	734-394-0650
Org. Number: 357594	United States	Ken Perko	kperko@lasalleinc.com	734-394-0650
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Lilo's Construction	31078 day lily Brownstown, Michigan, 48183 United States	Nunzio Biundo	nbiundo@live.com	734-231-5939
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Org. Number, 364130	roseville, Michigan, 48066 United States	rosanna sniezek	unknown@no-reply.com	586-774-1000
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Lyle Trucking & Excavating Inc. Org. Number: 560541	4860 S. Huron River Dr. Flat Rock, Michigan, 48134	Lori Lyle	mlyle57@sbcglobal.net	734-782-4336
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M.L. Chartier Excavating, Inc.	9195 Marine City Highway	Scott Kicinski	skicinski@mlchartier.com	586-725-8373 ext. 27

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MacAllister Machinery Co., Inc. dba Michigan CAT &	19500 Dix Toledo Brownstown, Michigan, 48183	Linda Taylor	linda.taylor@michigancat.com	616-292-5356
Org. Number: 556745	United States	Linda Taylor	unknown@no-reply.com	616-292-5356
Maj's Services Inc. Org. Number: 558952	9864 E. Grand River Suite 110-179 Brighton, Michigan, 48116	Christopher Maj	Mail@MajsServices.com	517-521-1340
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McClelland Landscape inc Org. Number: 560593	668 Rochester rd. Leonard, Michigan, 48367 United States	Denny McClelland	dennis@lawn-snow.com	248-563-5035

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Organization	Address	Contact	Email	Phone
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	United States	Pete DiVito	unknown@no-reply.com	586-292-6132
Meridian Restoration Org. Number: 558463	304 W. Chisholm Street Alpena, Michigan, 49707	Bill McConnell	paul@meridianrestore.com	517-625-5969
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Michigan Demolition and Excavation	4788 Cornell	Brian VanOrder	michigandemolition@comcast.net	517-881-9293
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Organization	Address	Contact	Email	Phone
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Mid Michigan Bath Org. Number: 972841	30000 Ryan Rd.Ste B Warren, Michigan, 48092 United States	Dennis S DeGrazia	ddegrazia@midmichbath.com	586-200-1237
Mid-State Earthworks, Inc. Org. Number: 566189	P.O. BOX 200 Freeland, Michigan, 48623	Nick Gorney	nick@midstateearthworksmi.com	989-233-4831
Org. Number: 566 169	United States	Nick Gomey	nick@midstateearthworksmi.com	989-233-4831
midwest excavation IIc Org. Number: 568589	13017 S. Morrow Circle Dearborn, Michigan, 48126	. Adam Mahdawiya n	amahdawiyan@gmail.com	248-722-0722
Olg. Number: 300369	United States	Adam Mahdawiyan	unknown@no-reply.com	.248-722-0722
Midwest Tree Service Org. Number: 1120379	P.O. Box 60 Belmont, Michigan, 49306 United States	James Meyers	Midwesttree@yahoo.com	616-363-0351
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rg. Number: 560363	Bath, Michigan, 48808 United States	Michael Wood	no-reply@unknown.com	517-641-4520
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Org. Number: 565940	Milford, Michigan, 48393 United States	Ronny Miller	salvageable@comcast.net	248-360-2425
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MotorCity Detail Org. Number: 1037389	22823 heslip dr novi, Michigan, 48375 United States	Rod Dowdell	office@motorcitydetail.com	2489437179
Movado construction llc	52852 harmony drive	Giuseppe Balsamo	movadoconstruction@gmail.com	586-709-8450
Org. Number: 566385	Macomb Twp, Michigan, 48042 United States	Giuseppe Balsamo	movadoconstruction@gmail.com	586-709-8450
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Nationwide Construction Group Org. Number: 556270	53861 Gratiot Ave. chesterfield, Michigan, 48051	scott keller	skeller@nationwidecos.com	586-749-6900 ext. 232
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Oakland Livingston Human Svc Agcy-	196 Cesar E. Chavez AvenuePO Box 430598	Anne Symons	annes@olhsa.org	248-209-2675
Guardianship Org. Number: 561399	Pontiac, Michigan, 48343-0598 United States	Ronald B. Borngesser	ronaldb@olhsa.org	248-209-2602
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Optimum Contracting Solutions	2211 Devonshire Rd. Bloomfield Hills, Michigan, 48302	Anamaria Tet	anamaria.optimum@att.net	248-346-3069
Org. Number: 563287	United States	Anamaria Tet	anamana.optimum@att.net	248-346-3069
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Paradigm Shift Enterprises Org. Number: 968369	43000 Nine Mile Road Novi, Michigan, 48375 United States	Enc J Swies	paradigm-shift@att.net	2483450397
Pats gradall service Org. Number: 565854	PO box 1603 Midland, Michigan, 48640	Gordon Wentworth	Patsgrgordon@gmail.com	989-835-1022
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Patterson Real Estate & Construction Group Org. Number: 568441	7926 Ann Arbor Street Dexter, Michigan, 48130	John Patterson	johnpatterson.contact@gmail.com	435-731-7270
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Pennington Farm Drainage L.L.C. Org. Number: 1055110	18885 W Sharon rd Oakley, Michigan, 48649 United States	Michael J Pennington	pfdrainage@gmail.com	(989)413-1940
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Phoenix Professional Contracting Inc. Org. Number: 618650	29300 9 mile road farmington hills, Michigan, 48336 United States	djon stanaj	dstanaj@ppcimi.com	2489390334
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Premier Group Associates Ic Org. Number: 560689	535 Griswold #1420 Detroit, Michigan, 48226	Andrew Housey	subs@pgalc.com	313-963-1700
	United States	Brad Byarski	brad@pgalc.com	313-963-1700
Premium Lawn Solutions Org. Number: 568210	745 state circle ann arbor, Michigan, 48108	aj furrha	premiumlawnsolutions@gmaîl.com	734-680-9331
J. J	United States	aj furrha	premiumlawnsolutions@gmail.com	734-680-9331
PridRos LLC Org. Number: 896082	1045 Bloomview Circle Rochester, Michigan, 48307 United States	Ingo D Pridoehl	ingopridoehl4@gmail.com	2487613617
Pro Excavation Inc	4036 Biddle Ave	Jason Azagalian	proexcavation@yahoo.com	313-304-2449
Org. Number: 560210	Wyandotte, Michigan, 48192 United States	Jason Azagalian	proexcavation@yahoo.com	313-304-2449
PROS Services, Inc. Org. Number: 556446	P. O. Box 610548	Sales Department	sales@prosenvironmental.com	7346348643
Org. Number. 556446	United States	Joe Migliaccio	uпknown@no-reply.com	810-982-7271
Qualified Abatement Services Org. Number: 556264	146 Port Huron, Michigan, 48061 United States nt Services 1935 McGraw Detroit, Michigan, 48208 United States	Forrest Goyette	qabatement@sbcglobal.net	313-361-6003
Org. Number: 330204	United States	Forrest Goyette	qabatement@sbcglobal.net	313-361-6003
Quicksilver Landscape Org. Number: 897495	34895 jefferson Ave. harrison twp, Michigan, 48045 United States	dustin bobek	dustinbobek@comcast.com	5862462519
RJ&J Enterprise Inc.	10229 N. Dixie Hwy.	Randy Taylor	rjjenterprisesinc@outlook.com	313-218-5201
Org. Number: 561898	South Rockwood, Michigan, 48179 United States	Randy Taylor	rjjenterprisesinc@outlook.com	313-218-5201
RAM Construction Services Org. Number: 851246	13800 Eckies rd livonia, Michigan, 48150 United States	garett novak	gnovak@ramservices.com	7344643800
RAM Construction Services of Michigan, Org. Number: 902126	Inc. 13800 Eckles Rd Livonia, Michigan, 48150 United States	Thomas Szabo	bjaynes@ramservices.com	734-464-3800
Raymond Excavating Company Org. Number: 559114	800 Gratiot Marysville, Michigan, 48040 United States	Ralph Livingston	ralph@raymondexcavating.com	810-364-6881
Rayne Construction, LLC Org. Number: 563490	16000 W, Nine Mile Road Southfield, Michigan, 48075 United States	Ryan Rudolph	info@rayneservices.com	313-288-4488
Regal Recycling, Inc.	645 Lucy Rd	Tracey Walter	traceydemo4@gmail.com	517-546-3820

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Ric-Man Construction, Inc. Org. Number: 558623	42600 R. Mancini Drive Sterling Heights, Michigan, 48314	Gino D'Agostini	gdagostini@ric-man.com	586-739-5210
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		Steven Mancini	bids@ric-man.com	586-739-5210
Rickman Enterprise Group, LLC Org. Number: 560069	15533 Woodrow Wilson DETROIT, Michigan, 48238	Roderick Rickman	rr@rickmanenterprise.com	313-454-4000
	United States	Roderick Rickman	adavis@rickmanenterprise.com	313-454-4000
rightway remediation services Org. Number: 558855	855 doro In saginaw, Michigan, 48604	scott krugielka	skrugielka@aol.com	989-737-5654
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rock bottom stone supply Org. Number: 560944	PO BOX 190081 Burton, Michigan, 48519 United States	Annette McKinney	annette@rbstonesupply.com	586-255-5242
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Rodney Woods Builder Org. Number: 565308	2300 S. Thomas Rd. Saginaw, Michigan, 48609	Rodney Woods	rwoodsbuilder@yahoo.com	989-213-6766
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	United States	Richard Rohde	RohdeBrosListings@gmail.com	989-753-0294
Romanoff Electric Co. LLC Org. Number: 560585	5570 Enterprise Blvd. Toledo, Ohio, 43612 United States	Dana Höstetler	dana.hostetler@romanoffelectric.com	419-726-2627
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		Leon Salenbien, Jr.	unknown@no-reply.com	734-529-3823
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SAndborn Construction, Inc Org. Number: 566872	6880 Industrial Dr	Brent Sandborn	sandbornconstruction@gmail.com	517-647-4018
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Seaside Seawalls, LLC Org. Number: 946428	9864 E. Grand River Suite 110-225 Brighton, Michigan, 48114 United States			
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Signal USA, LLC dba Signal Restoration Sv Org. Number: 557610	2490 Industrial Row Troy, Michigan, 48084	Robert Martens	martens@signalrestoration.com	248-288-6300
Org. Number. 337010	United States	Frank Torre	info@signalrestoration.com	248-288-6300
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		Darrell Karl	darrelisworkemail@yahoo.com	3135518910
		Michael VanMarter Jr	michaelvanmarterjr@gmail.com	313-999-6690
Sinacola International, Ltd. Org, Number: 774359	511 Olde Towne - P.O. Box 80734 Rochester, Michigan, 48308 United States	David A Sinacola	dsinacola8@gmail.com	2483183855
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Org. Number: 559483	Almont, Michigan, 48003 United States	Brandon Smith	Brandonswcdllc@gmaîl.com	810-798-2371
SOMMERSET PAVING COMPANIES, LLC Org. Number: 783175	6410 Whitmore Lake Road Whitmore Lake, Michigan, 48189 United States	Louise Pemicano	admin@getpaving.com	7346469189
Specialized Land Services Org. Number: 881451	PO Box 1533 Bay City, Michigan, 48706 United States	Eric Heinz	eric@sislic.info	989-245-5435
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uper Construction LLC Org. Number: 563537	3537 Bay City, Michigan, 48706 United States g, Inc. 4300 Beach St.	Luke Super	Luke@superconst.com	989-684-8276
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병생으로 되었었다면 생각물이 많고 밝았다면요? 보고의 이 사실 왕이 이용의 생활이 그 밝고 하였다.		Matthew Walker	walkerworkslic@yahoo.com	586-949-1010
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Org. Number: 557436	Warren, Michigan, 48091 United States	Tomas Zuniga	unknown@no-reply.com	586-772-5400

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REQUEST TO SUBMIT BIDS FOR HOME DEMOLITION (Batch 13) FOR THE CITY OF PONTIAC

The City of Pontiac, Michigan (The City) is requesting bids for providing Home Demolition services for the City of Pontiac.

Sealed bids will be received at the City of Pontiac Clerk's Office at 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342 plainly marked with "Home Demolition Bid Batch 13" " until 2:00 p.m. EDT, Monday, December 17, 2018,, at which time they will be publicly opened. It is the offeror's sole responsibility to ensure that their bid is physically deposited to the Clerk's Office prior to the time and date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the offeror. (NOTE: Electronic or faxed submissions will not be accepted)

Bids, including all City-provided forms that shall be completed, and signed as indicated herein, are to be submitted in a sealed envelope plainly marked with the Bids title. Two (2) complete copies/sets of the bid shall be submitted. An original copy so marked, shall be signed with the firm's name and bear its corporate seal or logo and the hand written signature of an officer or employee having authority to bind the company to a contract by his or her signature.

The City of Pontiac reserves the right to accept or reject any or all bids, either in part or in whole to waive any formalities and to accept the bid which it believes to be in the best interest of the City.

All prospective bidders need to send an e-mail response with to MMcKenzie@pontiac.mi.us with the following information Firm name, Project Name, Contact Person, Telephone Number and E-Mail Address.

Any interpretation, correction, or change of this document will be made only by written addendum hereto. Any interpretation, correction, or change made in any other manner will not be binding on the City and proposers shall not rely thereon. All inquiries are to be made in writing to Mickenzie and be received no later than five working days prior to the scheduled opening (these may be hand-delivered, mailed, or faxed to (248) 758-3197 or emailed to MMcKenzie@pontiac.mi.us). A written response, if provided, will be in the form of an addendum to the Bid and will be sent to all document holders on file with the Purchasing Office. Any addendums issued will be located on the Pontiac's website

http://www.pontiac.mi.us/departments/finance/purchasing.php.

Its receipt must be duly acknowledged with any submission. Please refer to the website for any addenda that may be issued. Bidders who submit bids before the deadline are advised to continue to monitor the website for any addenda that may be issued. Bid packages will also be available upon request through the Purchasing Office located at 47450 Woodward Avenue, 2nd Floor, Pontiac, MI 48342.

The selected firm shall agree to indemnify, defend, and hold harmless the City of Pontiac, its officers, agents, and employees from and against all claims, losses, costs or damages caused by his acts or those of his agents, or anyone for whom he may be responsible. The City disclaims any responsibility for injury to proposers, their agents, or to others while examining the work site or at any other time.

With regard to Home Demolition, the successful proposer shall agree to indemnify and hold the City harmless from any and all claims whatsoever arising out of, or occurring during, the performance of the services and occasioned directly or indirectly by its error or omission, negligence, or fault.

Prior to the City's entering into a contract, the successful proposer shall produce evidence satisfactory to the City of insurance coverage in types and amounts defined in Appendix D, and naming the City of Pontiac, Michigan as an additional insured thereon.

All work performed by the contractor and subcontractors shall comply with the pertinent OSHA (as stated above), local, state, and federal government regulations.

The winning bidder cannot be debarred by the federal government.

This is a Federally Funded project. The contractor and subcontractors on this project must comply with HUD contract provisions 24CFR part 85.36(i), Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Documents. This municipality is an Equal Opportunity Employer. Businesses owned by women or minorities are strongly encouraged to bid.

BIDS DUE: Monday, December 17, 2018 at 2:00 PM EDT

NUMBER OF COPIES TO SUBMIT: TWO (2), one original and one copy

PURPOSE

The City of Pontiac is soliciting bids from qualified individuals for the purpose of Home Demolition, for sub-standard vacant residential structures for the City of Pontiac. Each of these structures shall be demolished by qualified contractors. Individuals or firms shall have proper credentials, certifications and licenses required by the City, County, State, and Federal Government.

II. BACKGROUND

The City of Pontiac has been allocated federal funds through the Community Development Block Grant ("CDBG"). These funds shall be used to provide asbestos survey, asbestos remediation, and demolition activities ensuring the City of Pontiac Federal Programs can offer stability, security, and remove blight for the City of Pontiac residents.

III. SCOPE OF WORK: Demolition and Disposal

A. The following scope of work and technical specifications shall apply to each and every home site to be demolished individually, and to the entire project.

The work in general consists of:

- 1. Demolition of the house, any accessory structures, garage or shed, basement walls and floors, foundations, footings, slabs, driveways up to curb line (excluding approach and public sidewalk), sidewalks on the private property up to the City sidewalks, and removal and disposal of landscaping (trees, shrubs & ornamentals), and removal and disposal of all building debris and any other debris on the site, such as junk vehicles and fences. All existing rubbish, trash, and junk apart from that of the demolished structures shall be removed and the entire site shall be left clear of such material. All items removed from the property shall be properly disposed of at a licensed public landfill.
 - a. The demolition contractor shall provide a waste manifest for the construction debris from each demolished dwelling/structure.

2. Backfilling Requirements:

- a. Prior to backfilling, the Contractor must request a building inspection of the site and allow the inspector access to take any necessary photos, check for debris removal, and floor removal. The contractor must also provide for inspection of the sewer capping. In addition, a Building and Safety Department representative must be present prior to beginning of the backfilling process to ensure the requirements are met to their fullest.
- b. Backfill material is to consist of sandy loam soil; no blue clay soil shall be used for any portion of the backfill; material used is to be entirely free of all foreign materials that include, but are not limited to clay, organic material vegetation, or site debris.
- c. The contractor must compact the backfill in no more than 12-inch layers to not less than 90 percent unit weight; if sand is used in backfill material, the top 12-inches of fill

- may be clean fill dirt as described above. The contractor shall provide for a minimum depth of four inches of topsoil over the excavated area.
- d. The contractor must grade the site to provide surface water drainage to minimize the pooling/collection of surface water and not create issues or problems to adjacent properties.
- e. The contractor must seed and straw the entire lot with perennial Blue Grass, or have a hydro-seed product installed after completion of finish grading before calling for a final inspection. Seeding shall be placed after April 15 and before October 1. A retainage amount of \$ 1,000 (one thousand dollars) per house will be held until final inspection is approved.
- f. The contractor must provide an affidavit, or sworn statement indicating the origin of the backfill to be used. If contractor has purchased the backfill to be used, please provide a proof of purchase/acquisition.
- g. Section 106 National Historic Preservation act of 1966 as amended: If at any time during the demolition process historic artifacts or places of significate interest are discovered, work must be stopped and the Deputy Mayor, Jane Bais-DiSessa, contacted at 248-758-3322. It shall be the responsibility of the City to contact the Oakland County Community & Home Improvement Division regarding the SHPO findings.

Historic archeological discoveries may include the following:

- · Evidence of human activity
- · Bones, burial sites or funerary
- · Pottery, beads, tools, arrowheads, weapons
- · Sculptures, monuments, fountains, boundary markers
- Ceremonial areas, religious or sacred materials
- Plant & animal communities
- 3. Provide and install traffic control signs, barricades, canopies, and flagmen when necessary and directed by Pontiac City Field Representative. A daily schedule of demolition needs to be submitted to the Purchasing Agent, Michelle McKenzie at MMcKenzie@pontiac.mi.us so we can advise authorities of possible, temporary road closures.
- 4. The demolition contractor will furnish the City of Pontiac with project schedule within seven working days of receipt of contract.
- 5. Project must be completed within thirty (30) days after signing demolition contract. The City's Project Engineering firm DCR Services and Construction has obtained all utility clearances for each property. (See item 8 below for water/sewer services)
- 6. Post advance notice of construction at each property location where the dwelling/structure is scheduled to be demolished a minimum of three (3) days before commencing work.

- 7. The Contractor is responsible for any damage to the existing adjacent City curbs/sidewalks that are caused by the demolition contractor's equipment. The demolition contractor shall provide wood planking or other protective measures to prevent damage/cracking of the existing city sidewalk/curbs/aprons by the demolition dozers, back hoe, etc.
- 8. The Contactor is responsible for paying all fees associated with demolition permits, sewer caps including Water and Sewer Services.
- 9. The Contractor must secure a demolition and right-of-way permit from the City of Pontiac.
- 10. The Contractor must notify the occupants of adjacent properties (in writing) when the demolition will take place a minimum of 24 hours prior to demolition.
- 11. Each property location with an open hole, must have four feet (4') of plastic snow fencing (tied and staked down) at the perimeter of the Site excavation to minimize unauthorized site entry, or follow MIOSHA guidelines for open-hole barricades, if complete backfilling is not finished before the end of a workday unless approved otherwise by the Building Inspector. Open excavations shall not be left unsecured overnight.

B. WORK LOCATION

- 1 The work takes place at various locations throughout the City of Pontiac. See Proposal form for the listing of addresses.
- 2 Contractor must obtain firsthand information concerning any probable interference and the available facilities for transporting, handling, and storing construction equipment and materials, and concerning other conditions which may affect their work.

C. WORK SCHEDULE

- 1 All work shall be scheduled in advance with the City of Pontiac.
- 2 Contractor shall satisfactorily complete all work under this Contract within thirty (30) days.
- 3 Provide a timeline of when straw and grass seed work will be performed at the sites of the demolished properties.

D. CONFORMITY TO PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS

1. All work shall conform to the plans, specifications, and contract documents submitted by the bidder and authorized by the City.

E. TEMPORARY FACILITIES

1. Implementation of temporary facilities in this section shall be coordinated with and subject to approval by the County Representative.

- 2. Electrical Power for Construction: All temporary electrical connections and equipment shall be provided by the contractor and maintained by him in accordance with the National Electrical Code as well as state and local rules and regulations. All temporary electrical work shall be removed by the contractor upon completion of the project.
- 3. Extra Work: All extra work that may be required by the Contractor will be estimated and paid for under provision of the General Conditions, contained within this document, which govern such work.

F. DISPOSAL

All rubbish, debris and other waste materials whatsoever, found on the work site, whether created by the demolition activities or otherwise, throughout the duration of the contract shall be removed and legally disposed of by the Contractor, at no additional cost to the City of Pontiac.

IV. REQUEST

In addition to the required form "Home Demolition Bid Batch 13" provided here as Appendix A, all firms or individuals responding to this Bid must submit complete responses to the information requested in this section, and must note any exceptions to any information contained in the Bid. Bids will be evaluated based upon the requested criteria and be awarded to the lowest responsible bidder. Bids should present information in a clear and concise manner, following the format indicated below. Responses to this section shall be typewritten in a font not smaller than 11 point and may be double or single sided on standard 8½ "x 11" paper. There is no limit to pages submitted for complete response to this section:

Statement of Qualifications: Contractor shall supply all company contact information, Current License(s), Staffing, Certifications, Copy of Current Liability Insurance, along with Contractor's qualifications and ability to successfully provide the services requested.

- a) Name, telephone number, address, e-mail, and fax number of the individual designated to receive all official correspondence relating to the project.
- b) Describe the Contractor's qualifications and ability to successfully provide the services requested, including a description of prior experience.
- c) Provide copy of State of Michigan License for the corporation or company and an individual license.
- d) Provide certified copies of Articles of Incorporation or Articles of Organization of the firm (if applicable).
- e) Provide current Good Standing Certificate for the firm (if applicable).
- f) Provide organizational documents for the firm such as bylaws and operating agreement (If applicable),

- g) Provide a list of which staff members will be responsible for the project, include brief resumes and proof of appropriate training and relevant certificates and licenses for each.
- h) Provide a list of board of directors and officers of firm (if applicable).
- i) Provide insurance as required in Appendix "D"
- j) Provide contact names and telephone numbers for at least three (3) individuals, municipalities or companies for which you have contracted similar work in the past year.
- k) Provide a detailed description of any litigation resulting from use of the firm's services.
- I) Provide a statement on the notification time necessary to begin execution of the desired services
- m) Provide bid and performance bond as outlined in section "IX. BONDING REQUIREMENTS"

The City of Pontiac Michigan reserves the right to validate proposer's qualifications, capability to perform, availability, past performance record and to verify that the proposer is current in its obligations to the City.

The City reserves the right to waive any informality in bids, to accept any bid, and to reject any and all bids, should it be deemed in the best interest of the City to do so.

The City reserves the right to request clarification of and/or solicit additional information of any proposer, and/or to negotiate with any proposer regarding any terms of their bid including, but not limited to; the cost and/or scope of services, with the intent to achieve the best bid that shall result in a contract that is deemed by the City to be in the City's best interests. Any such negotiations will use the selected bid as a basis to reach a final agreement, if possible.

The City reserves the right to include in the contract for services other terms and conditions not specifically set forth herein.

V. PROPOSED FEE

Provide a fee for the services requested in the Scope of Services of work in the attached "Home Demolition Bid Batch 13" in Appendix A.

It is the City's intention to utilize the successful proposer's services as soon as awarded. All services shall be performed according to the Agreement, as well as the submitted bid.

VI. AGREEMENT

Contract work on behalf of the City of Pontiac will be awarded to the lowest responsible bidder. These structures are vacant, and will be demolished under separate contract.

The Agreement with the contractor will detail the payment procedures and documentation needed for the services rendered. The billing submitted by the contractor must provide a written description of the work completed and include any necessary justification as/if necessary.

Billing will be required to have ALL the following listed below after services have been rendered, including but not limited to:

- Vendor Registration Packet (including Ethnic Ownership report, Contractor Certification, and Prime Contractor Agreement) with Oakland County;
- 10 Day Notifications to State of Michigan;
- Copies of signed receipts from the approved permitted landfill operator of receipt of material at the permitted landfill;
- Supplement the Waste Shipment Record with a list of all activities that contributed to each specific load of waste;
- Project specific documentation which shall include, but not be limited to: a copy of the complete project design including drawings, pre and post work site photos, and other reports as needed;
- Demolition Permit issued by City of Pontiac Building Safety Department;
- Right-of-Way Permit issued by City of Pontiac Department of Public Works
- Sewer Cap Disconnect Permit issued by Oakland County Water Resources Commissioner;
- Line-Item Invoice; and
- Waiver of Liens for all subcontractors.

All payments will be made by electronic deposits from Oakland County to the contractor bank account. Note: There will not be any prepayments or deposits for any demolition work.

VII. ADDITIONAL INFORMATION:

The funding used for this program comes from the CDBG program, pursuant to the Housing and Community Development Act of 1974, as amended (the "Act"). This federal program has stringent requirements that the City and its Contractor's must adhere to in order to receive monetary reimbursement. Please review the requirements listed below and state in your bid your ability to fulfill these requirements. If you have any questions regarding federal requirements please contact Michelle L. McKenzie at (248) 758-3120. If contractor is not in possession of a Pontiac Business license then contractor shall procure said license once awarded.

- Agree to Section 3 Clause (Appendix "B")
- Debarment-Service provider has not been suspended from federal benefits as listed on www.epls.gov
- Conflict of Interest regulations found in 24CFR 570.611 (Appendix "C")
- The selected service provider will not use funds for lobbying, and will disclose any lobbying activities
- Other Applicable State and Local Laws

VIII. SUBMISSIONS

All submissions (and original and one copy) must be hand delivered or mailed in a sealed envelope (NOTE: Electronic or faxed submissions will not be accepted) with "Home Demolition Bid Batch 13" clearly marked on the front to by Monday, December 17, 2018 at 2:00 P.M. EDT to the following:

City of Pontiac Clerk's Office, 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342

The City of Pontiac reserves the right to accept or reject any or all bids, either in part or in whole to waive any formalities and to accept the Bid.

IX. BONDING REQUIREMENTS

a) A bid guarantee is required from each bidder equivalent to 5% of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond or certified check accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified. Bid bond to be included with bid.

NOTE: If the Contracts or Subcontracts exceed \$50,000.00 you will need b) & c)

- b) A **performance bond** shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. A "performance bond" is on executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c) A payment bond (labor & material bond) shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

If a contractor fails to deliver the required bonds, the bid will be rejected. The City of Pontiac reserves the right to reject a bid if the contractor can't provide a performance and payment bond within 5 days of a signed contract.

X. INCOME TAXES

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3043, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractor will require the same of all subcontractors employing labor under this contract.

Contractor is required to withhold City of Pontiac income tax from wages paid to:

- (1) Pontiac resident employees regardless of where they work for the employer; and
- (2) Nonresident employees for work performed in the City.
- (3) Contractor is also required to file City of Pontiac income tax returns reporting and paying income tax on any net profits earned in the City.

Web page URL: http://www.pontiac.mi.us/departments/income_tax/index.php

Tax forms URL: http://www.pontiac.mi.us/departments/income_tax/tax_forms.php

APPENDIX A

City of Pontiac CDBG/NSP3-Demolition Program

> Home Demolition Bid Batch 13 < **Bidding Contractor:** Company Name: Representative: Address: _____ Zip: _____ Zip: _____ Office #:_____ Fax #:_____ ______Email:____ Cell#: License#: Contractor will provide all labor & material for the following service work: The Contactor is responsible for paying all fees associated with demolition permits, sewer caps including Water and Sewer Services. Asbestos Surveys Batch – 13 for the properties listed below can be found here: https://drive.google.com/drive/folders/1o4fuRmYBYZ o oDPPGqvStJH6vwhj9f7 **Bid Price per Residential Property:** 159 Euclid \$_____
Cost in Words for 159 Euclid _____ 866 Inglewood Cost in Words for 866 Inglewood 355 Going Street 355 Going Street \$_____
Cost in Words for 355 Going Street _____ 844 W Huron (garage only) \$ Cost in Words for 844 W Huron (garage only) 848 W Huron (garage only) \$ Cost in Words for 848 W Huron (garage only) 11 Mohawk (garage only) \$ Cost in Words for 11 Mohawk (garage only) 131 Palmer Street 131 Palmer Street \$_____Cost in Words for 131 Palmer Street _____ 278 W Wilson Avenue Cost in Words for 278 W Wilson Avenue Grand Total \$ Grant Total Cost in Words _____

The City reserves the right to remove any of the homes listed above and have the contractor hold the price for the remaining homes listed.

Please Note: Contractor will have a maximum of 30 days from the time the contract is signed to complete the project.

Company Name:	•	
Representative Signature:	·	<u> </u>
Print Name:		 .

Site Specifications: DCR Batch 13

	Batch 13		City of Pontiac						
	PARCEL NUMBER	ADDRESS	STREET	Туре	Sq Ft	Year Bullt	Storles	Basement Sq Ft	Detatched Garage Sq Ft
1	64-14-20-307-036	159	Euclid	SF & Garage	1180	1958	1.25	800; Crawl 180	372
2	64-14-19-206-051	866 ,	Inglewood	SF	903	1930	_1	0	0
3	64-14-33-277-010	355	Going Street	SF	918	1918	1	918	0
4	64-14-30-352-036	844	W Huron (Garage) connected	Garage Only	230	1930	1	0	230
5	64-14-30-352-035	848	W Huron (Garage) connected	Garage Only	230	1930	1	0	230
6	64-14-30-352-033	11	Mohawk (Garage) connected	Garage Only	230	1930	1	0	230
7	64-14-32-126-007	131	Palmer Street	SF	1347	1876	1	1347	0
8	64-14-32-433-034	278	W Wilson Ave	SF	1214	1950	1.75	687	0

The Undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this bid as principal, and that it is made without any connection with any other person(s), firm or corporation submitting a bid for the same.

The Undersigned hereby declares that they have read and understand all conditions are outlined in the Request for Bids and that the bid is made in accordance with same.

The Undersigned hereby declares that any person(s) employed by the City of Pontiac Michigan who has direct or indirect personal or financial interest in this bid or in any portion of the profits that may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure <u>any</u> interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this bid. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The proposer acknowledges the receipt of Addenda numbered
Note: Bids must bear the handwritten signature of a duly authorized member or employee of the organization submitting a bid.
IRM NAME, ADDRESS AND PHONE NUMBER:
Dated and signed on(Date)
lame of Respondent:
ignature of Respondent:
ddress of Respondent:
y:Title:
Office # Cell #
AX# FEDERAL TAX I.D. NUMBER ()
MAIL Address of Primary Contact:

APPENDIX B

Section 3 clause 135,38

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3.

APPENDIX C CONFLICT OF INTEREST STATEMENT

"Code of Standards of Conduct," 24 CFR Part 85.36 (b) (3): (Applicable to Community Development Block Grant Expenditures)

- (3) Grantees and sub-grantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub-grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 - (i) The employee, officer or agent,
 - (ii) Any member of his immediate family,
 - (iii) His or her partner, or
 - (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantee's may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Date:
Signature:
Printed name:

APPENDIX D

INSURANCE

1. INSURANCE

The Contractor shall provide to protect the City of Pontiac as outlined below.

2. LIMITS OF INSURANCE (See also Section 1 of the General Conditions)

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Pontiac. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

- 1) Workers' Compensation Insurance The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee
- 2) Commercial General Liability Insurance The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent: (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.
- 3) Motor Vehicle Liability The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 4) Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additionally Insured: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers. It is understood and agreed by naming The City of Pontiac as additional insured, coverage afforded is considered to be primary and any other insurance The City of Pontiac may have in effect shall be considered secondary and/or excess.
- 5) Cancellation Notice: All policies, as described above, shall include an endorsement stating that is it understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Michelle L. McKenzie, City of Pontiac, 47450 Woodward Ave, Pontiac, MI, 48342.
- 6) <u>Proof of Insurance Coverage</u>: The Contractor shall provide The City of Pontiac at the time that the contracts are returned by him/her for execution, two (2) copies of Certificates of Insurance as well as the required endorsements.

7) Expiration of Policies: If any of the above coverage expires during term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Pontiac at least ten (10) days prior to the expiration date.

3. INDEMNIFICATION CLAUSE

The Contractor shall indemnify and save harmless the City of Pontiac for and from all claims, demands, payments, suits, actions, recoveries, and judgments; of every name and description. brought or recovered against them or to property received or sustained by any person or persons whomsoever by reason of any action or omission of the said Contractor, his agents, servants, or his Contractors in the performance of said Work, or by or in consequence of any negligence or carelessness in connection with the same or on account of the death of or injuries to persons who shall be engaged in or about the work to be performed under this Contract; and on account of liability or obligation imposed directly or indirectly upon the City of Pontiac by reasons of any law of the State or the United States, now existing or which shall hereafter be enacted, imposing any liability or obligation, or providing for compensation to any person or persons on account of or arising from the death of, or injuries to employees. Said Contractor shall pay, settle, compromise and procure the discharge of any and all such claims and all such losses, damages, expenses, liabilities, and obligations, and shall defend at his own cost and expense any and all claims, demands, suits and actions made or brought against the City of Pontiac, and all Additional Named Assured, for or upon any such claim. In case the said Contractor shall fail, neglect, or refuse to comply with any of the provisions of this paragraph, the City of Pontiac may, in order to protect itself, and all Additional Named Assured, from liability, defend any such claim, demand, suits or action and pay, settle, compromise, and procure the discharge thereof, in which case the said Contractor shall repay the City of Pontiac any and all such loss, damage and expense, including attorney's fees paid, suffered or incurred by the City of Pontiac, and all Additional Named Assured, in so doing. So much of the monies due, or to become due, to said Contractor under this agreement as shall be deemed necessary by the City of Pontiac, shall or may be retained by the City of Pontiac until every and all such claims, demands, suits, actions, recoveries, judgments, liabilities and obligations have been settled and discharged and evidence to that effect furnished the City of Pontiac, or the City of Pontiac may collect the same in whole or in part in any lawful manner from said Contractor. The Contractor shall provide adequate insurance until his work is completed, with a reasonable insurance company which meets with the approval of the City of Pontiac, covering liability to the public for loss resulting from injury to persons or damage to property arising out of or caused by his operations, acts, or omissions, or those of his subcontractors, agents, or employees in procuring work for the City of Pontiac. Such insurance coverage shall be in such amounts as are provided in public liability and property damage section herein, provided, however, that such insurance coverage shall include an endorsement providing that the contractual exclusion shall be removed or in the alternative, contractual insurance shall be afforded. If the former, such endorsement shall contain specific language as follows:

"It is hereby agreed that the contractual exclusion does not apply to the contract entered into between the insured and the City of Pontiac, and each Additional Named Assured as their interest may appear for the project work. Such insurance coverage shall also contain an endorsement guaranteeing that thirty (30) days' notice to the City of Pontiac and each Additional Named Assured, shall be given in writing prior to the cancellation of, or change in any such insurance."

4. EXTRAS

No claim for extra compensation because of either decrease or increase in quantities will be allowed. Contractor and Owner mutually agree that in the event the Contractor is to perform services beyond, or at variance with the Scope and total price of this Contract, such services must be mutually agreed to, in advance, in writing, with agreed upon price included. Accordingly, claims for the payment of

Extra Services must be substantiated by the Contractor with a written order signed by Owner or his authorized agent.

5. EMERGENCY PHONE NUMBERS

The Contractor must submit Emergency (24 Hours) phone numbers on the company letterhead when submitting contracts.

6. INCLUDED WORK

All items of work noted on the Plans or in the Specifications that are not specifically noted in the bid, shall be considered as included with the contract and shall be completed at no extra cost to the Owner.

7. SUB-CONTRACTS

The Contractor shall not execute an Agreement with any Sub-Contractor or sub-subcontractor or permit any Sub-Contractor or sub-subcontractor to perform any work included in this Contract without the prior written consent of Owner.

Certified By <u>: </u>	 	
lts:		

APPENDIX E

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to Sec. 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

- 1 As used in these specifications:
- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. ``Director' means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. ``Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian
- Subcontinent, or the Pacific Islands); and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith

performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report,
- etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- I. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
 - a. The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective. [43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]

RESOLUTION #3

Memorandum

To:

Honorable Mayor, Council President and City Council Members

From:

Jane Bais-DiSessa, Deputy Mayor

Through: Michelle L. McKenzie, Purchasing Agent

Date:

December 27, 2018

Re:

Asbestos Abatement Batch 13

The City advertised for bids for Asbestos Abatement Batch 13. Proposals were accepted on December 17, 2018 at 2:00 pm in the office of the City Clerk. The bids were publically opened at that time. Community Development Block Grant (CDBG) monies provide funding for this project.

There were three respondents to the RFP. They were:

Minority Women Veteran (MWV) Environmental Services

\$ 5,710.00

Rightway Remediation LLC

\$ 7,180.00

Qualified Abatement Services, Inc.

\$ 9,740.00

A comparison of bid prices is developed. Based on the review, the most responsible bidder whose bid was determined to be in the best interest of the City is MWV Environmental Inc.

As such, it is recommended that the City authorize the Mayor or Deputy Mayor to enter into a contract with the above-mentioned bidder, MWV Environmental Inc.:

WHEREAS, the City of Pontiac advertised and received responses to a request for proposals for Asbestos Abatement for Batch 13 on December 17, 2018 and publically opened bids; and,

WHEREAS, a bid tabulation was prepared and reviewed by the purchasing agent of the city, and the Project Construction Manager and,

WHEREAS, the most experienced and responsible bidder is being recommended for the contract; and,

WHEREAS, the contract will be granted to MWV Environmental Inc. The funding for any and all work performed under this contract will be CDBG monles,

NOW, THEREFORE, BE IT RESOLVED that the Pontlac City Council authorize the Mayor or Deputy Mayor to enter into a contract with; MWV Environmental Inc. for Asbestos Abatement for Batches 13 as budgeted.



December 27, 2018

Ms. Jane Bais Disessa, Deputy Mayor City of Pontiac 47450 Woodward Avenue Pontiac, MI 48342

RE: ASBESTOS ABATEMENT CONTRACTOR RECOMMENDATION

Dear Jane:

I have reviewed the bid submission for the Asbestos Abatement for <u>Group 13</u> asbestos abatement proposals and I am recommending MWV Environmental Services, Inc., based on my investigation, past experience and due-diligence of each bid.

TOTAL AWARD

\$5,710.00

If you have any questions or require any clarification, please contact me.

Best Regards,

Dwight E. Belyue

CEO

REFERRAL/RECOMMENDATION FORM

DATE: December 18, 2018
TO: Jane Bais-DiSessa, Deputy Mayor
FROM: Michelle L. McKenzie, Purchasing Agent
THE ATTACHED DOCUMENTS ARE BEING REFERRED FOR THE FOLLOWING REASONS:
City Council X Bid Approval Budget Approval Cancelled Other
Bid Analysis and Recommendation for
The following bid is attached:
Asbestos Abatement Batch 13
This copy does not include the equipment specifications or Oakland County forms.
You Recommendations of a bidder are to be located in the space provided in the "Remarks" section on the next page of this form. Do not submit your recommendation on any other.
RFP: Asbestos Abatement Batch 13
REMARKS: After a competitive process and a public bid opening, it is recommended
that MWV Environmental Services, Inc. be awarded the Asbestos Abatement
bid for Batch 13.
Your recommendation is to be based on the bid specification and content of bid. If the lowest bidder or bidders do not meet the specifications then list the major deviations for each.
Rejections must be based on actual exceptions to specifications, or on other details included in the bid documents.
egal questions or concerns should be included in the analysis. If necessary, the Purchasing Division may request a legal opinion.
Recommendations for bids over \$10,000.00 must be approved by the Finance Director, the Purchasing Agent or an approved person as noted on the "City of Pontiac Authorized Signature Record,"

Contractor has met the requirements of the Request For Proposal Bid Documents.
Project to be paid for with CDBG funds administered by Oakland County.
The above named firm has also provided references of the companies where they have
performed similar work.
They have the experience and equipment necessary to perform the duties of the RFP.
I have included my advertising list and listing of vendors notified on MITN.
I have included a bid tabulation showing all the bidders and their prices.
Signature of Purchasing Agent:
X Qualification of XVICKORONIA
I fulle of the transfer
12/18/18
Date:
Approved by:
Approved by.
Signature of Deputy Mayor:
\mathcal{L} \mathcal{U}
Date:
LARA CORPS SAM Income Tax Property Info City A/P SBA
LARA V CORPS V SAM Income Tax Property Info City A/P SBA
MITN Profile Website Bid Tab Vendor List REP XAddendum
MITN Profile Website Bid Tab Vendor List V REP XAddendum

Asbestos Program

MIOSHA

(/AsbestosProgram/)

Contractor Profile for MWV ENVIRONMENTAL SERVICES, INC.

Name and Address

Name

MWV ENVIRONMENTAL SERVICES, INC.

Address

33810 GATES STREET

CLINTON TOWNSHIP, MI 48035

Phone

586-495-2822

License Information

Licence Type

10#

Status

Expiration Date

Type II (5 + employees)

C48939

Apprvd - Full

6/1/2019

Q New Search (/AsbestosProgram/Contractor/ContractorSearch)

Back to Top

Ml.gov (http://www.michigan.gov)

Asbestos Program - Verify and Search (/AsbestosProgram/)

Asbestos Program (http://www.michigan.gov/lara/0,4601,7-154-11407 1533 15369---,00.html)

Contact US (http://www.michigan.gov/lara/0,4601,7-154-11407 15333 15369-41708--,00.html)

Policies (http://www.michigan.gov/policies)

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LARA /1

		LARA Home	Contact LARA C	Online Services	News M
<u>An</u>	Corporations Online Filling Syst				
partment of Li	censing and Regulatory A	Mairs	P/41.		
ID Number: 801	980300		Request certific	ale Newse	arch
Summary for: M	WV ENVIRONMENTAL SERVICES,	INC.			
The name of the	DOMESTIC PROFIT CORPORATIO	N: MWV ENVIRONMEN	ITAL SERVICES, INC		
Fatility type: DO	MESTIC PROFIT CORPORATION				
• •	mber: 801980300 Old ID Number:	06710T			
Date of Incorpora	ition in Michigan: 04/26/2016				
Purpose: All Purpo					
	38 0.0030				
Term: Perpetual					
Most Recent Annu	ıal Report: 2018	Most Recent Annua	l Report with Offic	ers & Directo	rs: 2018
The name and ad	dress of the Resident Agent;		···		
Resident Agent Na					
Street Address:	19955 GREYDALE AVENI	ŲE			
Apt/Suite/Other:					
City:	DETROIT	State: MI	Zip Code	48219	
Registered Office	Mailing address:				
P.O. Box or Street	Address: 33810 GATES ST.				
Apt/Sulte/Other:					
City:	CLINTON TOWNSHIP	State: MI	Zip Code	48035	
The Officers and I	Directors of the Corporation:				
Title	Name	Address			
PRESIDENT	KATRENIA B. WILLIAMS		TES ST. CLINTON TO	WNSHIP, MI 4	8035 USA
TREASURER	KATRENIA B WILLIAMS		TES ST, CLINTON TO		****
SECRETARY	KATRENIA B WILLIAMS	33810 GA	TES ST. CLINTON TO	WNSHIP, MI 48	8035 USA
DIRECTOR	KATRENIA B WILLIAMS	33810 GA	TES ST, CLINTON TO	WNSHIP, MI 40	3035 USA
Act Formed Under	: 284-1972 Business Corporation Ac	t			
Total Authorized !	Shares: 60,000				
Written Consen					
	is business entity:				
ARTICLES OF INCO RESTATED ARTICLE	NNUAL STATEMENTS RPORATION SOF INCORPORATION SOF OF INCORPORATION				
	S OF INCORPORATION				
View filings					
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LARA FOIA Process Transparency Office of Regulatory Reinvention State Web Sites

CORPS /



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

Login,gov FAQs

ALERT -June 11, 2018: Entitles registering in SAM must submit a polarized letter appointing their authorized Entity Administrator. Read our updated FAOs to learn more about changes to the notarized letter review process and other system improvements.

A ALERY—There may be a delay in data updates between the Sanul Dustness Administration (SBA) and SAM. If you notice any issues with your entity's SBA status or trouble on the SBA Supplemental page, please contact the Federal Service Desk.

Entity Dashboard	MWV Environmental Services, Inc. DUNS: 080420806 CAGE Code: 7VS52 Status: Active Expiration Date: 05/21/2019 Purpose of Registration: All Awards	33810 Gates St. Cliaton Township, Mf, 48035-4209 , UNITED STATES
Entity Registration Core Data	Entity Overview	
· Assertions	Entity Registention Summary	
Reps.& Certs POCs Exclusions Active Exclusions Inactive Exclusions Excluded Family	Namet MWV Environmental Services, Inc. Business Typer Business or Organization Last Updated Byt Katweia Williams Registration Statuss Active Activation Dates 07/04/2018 Expiration Dates 05/21/2019	
Members RETURN TO SEARCH	Ecclusion Summary Active Exclusion Records? No	



IBM-P-20181206-1708 WWW4

Data Access Check Status About

Search Records Disclaimers

FAPIIS.gov Accessibility GSA.gov/TAE Privacy Policy GSA.gov USA.gov

This is a U.S. Owners! Services Administrative Federal Concernment computer system that is "FOR OFFICIAL USE ONLY," This system is subject to monitoring, Individuals found performing transhorted artivities are subject to disciplinary action including criminal prosecution.

SAM /

Michelle McKenzie

From:

Larry A. Kosofsky

Sent:

Tuesday, December 18, 2018 10:29 AM

To:

Michelle McKenzie

Subject:

RE: Please check for compliance MWV Environmental

Attachments:

RE: Please investigate MWV Environmental

Hi Michelle,

I responded to this previously on 9/19/18.

See attached.

(next page)

Nothing has changed in 3 months.

Larry

From: Michelle McKenzie < MMcKenzie@pontiac.mi.us>

Sent: Tuesday, December 18, 2018 10:19 AM
To: Larry A. Kosofsky < |kosofsky@pontiac.mi.us>

Subject: Please check for compliance MWV Environmental

Larry,

Please check to see if they are in compliance.

MWV Environmental Services, Inc. 33810 Gates St. Clinton Township, MI 48035

Tax ID# 81-2397281

Owner: Katrenia B. Williams

They did work in the City of Pontiac, but were not paid anything until this year through CDBG funds from Oakland County.

Thank you for checking,

Michelle L. McKenzie
Purchasing Agent/Fiscal Analyst
City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342
MMcKenzie@pontiac.mi.us
Direct Dial (248) 758-3120
Fax (248) 758-3197

Income TAX

Michelle McKenzie

From:

Larry A, Kosofsky

Sent:

Wednesday, September 19, 2018 9:33 AM

To:

Michelle McKenzie

Subject:

RE: Please investigate MWV Environmental

Hello Michelle,

I have no record of them in my system. Can you advise if they had employees in the City that would have earned over \$600 in the City, and therefore might be required to have taxes withheld or tax returns filed?

Larry

From: Michelle McKenzie

Sent: Wednesday, September 19, 2018 9:10 AM To: Larry A. Kosofsky < lkosofsky@pontiac.mi.us> Subject: Please investigate MWV Environmental

Larry,

Please check for compliance.

MWV Environmental Services, Inc. 33810 Gates St. Clinton Township, MI 48035

Tax ID# 81-2397281

Owner: Katrenia B. Williams

They did work in the City of Pontiac, but were not paid anything until the beginning of 2018.

Thank you for checking,

Michelle L. McKenzie
Purchasing Agent/Fiscal Analyst
City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342
MMcKenzie@pontiac.mi.us
Direct Dial (248) 758-3120
Fax (248) 758-3197

IncomeTAX 2/2

Macomb County GIS

11-35-302-012

Tue Dec 18 2018 10:23:52 AM. 30 ŝ 56 100 11-35302-040 Robert Simmons S 8 99 ROBERT SIMMONS S 51 mmon 51135-301-034 St. 108 11-35-303-032 11-35-302-021 47 57 11-35-301-009 11-35-301-022 11-35-302-009 109 13887 11-35-302-041 MORSE ST GA1ES ST 11-35-301-030 11-35-302-042 11-35-301-036 11-35-303-033 98 301 11-35-202-034 30 3810 GATES ST TAX_ID: 11-35-302-012 Community: CLINTON TOWNSHIP 45 11-35-301-012 11-35-301-631 Flood Data Delinquent? Tax Map Community Deeds Soils 3 112 11-35-302-013 11-35-301-013 11-35-301-024 11-25-303-031 11-35-302-037 11-35-301-043 95 113 11-35-302-026 11-35-303-013 11-35-301-014 11-35-302-031 11-35-301-044 33388 114 40 m 62 11-35-302-027 11-35-303-028 11-35-302-032 11-35-301-045 3 © Copyright 2013 MCPED. All rights reserved.

op Info

33810 GATES CLINTON TOWNSHI				
Parcal Number, 16-11-35-302-012 Account Nur				
STATE OF THE PARTY OF THE	Property Owner: WILLIA	ikis Phillip		
AND DESCRIPTION	Summary Information			
	> Residential Building Sumnsary • Year Built 1997	- Fo# Baths:3	 Assessed Value: \$87,900 [Taxable Value: \$70,5 Property Tax information found 	51
SACREMENT AND ADDRESS.		- Sq. Feel: 1,792	> Utility Billing information found	
	- Acres 0275			ř
AND REPORTS	•			
5-70-1-12-2-1-10				
Item 1 of 2 1 Image / 1 5ketch	1		to the street and the party of the street and the s	
Owner and Taxpayer Information				
	<u> </u>			
Owner	WILLIAMS PHILLIP	Taxpayer	SEE OWNER INFORMATION	
	33810 GATES			
	CLINTON TOWNSHIP, MI 48035	<u> </u>		
				
General Information for Tax Year 2	2018			
Property Class	401-RESIDENTIAL IMPROVED	Unit	16 CUNTON CHARTER TWP	
School District	CLINTONDALE (18)	Assessed Value	\$87,900	
MAP # USER NUM #1	Not Available Not Available	Taxable Value State Equalized Value	\$70,651 \$87,900	
FILE NUMBER	Not Available	Date of Last Name Change	Not Available	
USR ALPHA 3	Not Avoilable	Notes	Not Available	
Historical District	Not Available	Census Block Group	Not Available	
USR ALPHA 2	Not Avallable	Exemption	No Data to Display	
Principal Residence Exemption in	formation			
Homestead Date	05/01/1998			
		1		
Principal Residence Exemption			June 1st	Final
2018			100,0000 %	100,0000 %
a particular and a superior and a				
Land Information				

Zaning Cods	R-5	Total Acres	0.275	
Land Value	\$25,000	Land Improvements	\$2,905	
Renalssance Zone ECF Neighborhood	No 065-GRATIOT HTS/ELM FOR/SP GRATIOT	Renalssance Zone Expiration Date Mortgage Code	No Data to Display Not Avoilable	
Lot Dimensions/Comments	Not Available	Nelghborhood Enterprise Zone	No	
Lot(s)		Frontage		Depth
Lot 1		100.00 ft		120,00 ft
		Total Frontage: 100,00 ft		Average Depth: 120,00 ft
Legal Description				
50-11-35-302-012 D 59 G73 THOMAS BR	COTHERS FAIR GARDENS LOT 59			
30-11-33 302-VIE D 33 G/3 1110H3G BI	CITED IAN GARACTIS COI 33.	•		
Land Division Act Information				
!				
Date of Last Split/Combine	No Date to Display	Number of Splits Left	Not Available	
Date Form Filed	No Data to Display	Unallocated Divs of Parent	Not Available	
Date Created	No Data to Display	Unallocated Diva Transferred	Not Available	
Acreage of Parent Split Number		Rights Were Transferred Courtesy Split	Nat Avadable Nat Avadable	
Parent Parcel	No Duto to Display	Frances abus	//ot/yanaout	
Sale History				
1				
Sale Date Sale Pri	ce Adj. Sale Price Instrument	Grantor	Grantee Terms of Sale	Liber/Page
05/01/1996 \$1.0	90 \$1,00			7052:0651
Building Information - 1792 sq ft 8	VANCH (Residential)			
General				
Floor Area	1,792 sq ft	Estimated TCV	Not Available	
Garage Area	506 sq ft	Basement Area	1,754 sq ft	
Foundation Size	1,754 sq ft	V Damedalad		
Year Built Occupancy		Year Remodeled Class	Not Available C +10	
Effective Age	22 yrs	Tri-Lavel	No	
Percent Complete	100%	Heat	Forced Heat & Cool	
		Wood Stove Add∙on Water	No Not Available	
		Sower	Nat Available	
2nd Floor Rooms	Not Available	Style	RANCH	
Bedrooms	Not Available			
Area Detail - Rosic Building Areas	•			11-

12/18/2018, 10:44 AM

Height	Foundation	Exterior	Area Heated
1 Story	Basement	Brick	1,754 sq ft 1 Story
rea Detall - Overhangs	t	ı	
	Area Story Height	Exterior	Included in Size for Rates
38 s	qft 1 Story	Siding	0
xterior information			The same of the sa
rick Veneer	0 sq ft	Stone Veneer	0 sq ft
asement Finish			
ecreation	0 sq ft	Recreation % Good	0%
ving Area	0 sq ft	Living Area % Good	0%
lalk Out Doors	0	No Concrete Floor Area	0 sq ft
lumbing information			
Fixture Bath	3	Extra Sink	2
eparate Shower	1		
replace Information			
efab 1 Story	1		
arage Information			
rea	506 sq ft	Exterior,	Brick
onuqatlori	42 Inch	Common Wall	1 Wail
ar Built	No Data ta Olsplay	Finished	No
tto Doors	0	Mech Doors	0
orch Information	- •		
CP (1 Story)	87 sq ft	Foundation	Standard
eck Information			
eated Wood	320 sq ft		

"Distalment \$5.54.50 howen provides \$5.04.00 links as a way for mustiply filling its display information online and it not responsible for the content or accuracy of the data benin. This data is provided for reference only and WiTHOUT VARRANTY of any bird.

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umber of Records: 8,812 Hide Inactive	Sort Index:	/endor Name ▼		Control-F to filter on Control-A to view ve	
vendor Name	Vendor Code	Billing Address	Vendor Sort Name		_
lunson	10002861	47450. Woodward Pontiac MI 48342	Munson	roma Karony van Land van de Military van Karony (1986) Jeografia	
uradian	00011340	500 N. Perry Pontiac MI 48342	Muradian		A CONTRACTOR OF THE CONTRACTOR
urado	10003048	6901 Dakota Dr. Troy MI 48098	Murado		
urphy	100006-78	1947 Willaughby Holt ML 48842	Murphy		
urphy	10000934	219 Elm Street Birmingham MI 48009	Murphy	200 m of 200	
urphy	10003093	10580 Highland Rd White Lake Rd MI 48386	Murphy		
on a management of the state of	00010067	606 E. Beverly Pontiac MI 48340	Murray		590°236477°1
iuray	10001374	610 E. Madison Pontiac MI 48340	Murray	The second secon	
lusar Training Foundation	00010505	5151 March Road Okemos MI 48864	Musar Training Foo	undation	
iusashi International, Inc.	100005-11	2000 Town Center Southfield MI 48075-5113	Musashi Internatio	nal, Inc.	edelektrik Teori Adelektrik Erik
UTUAL EYE CLAIM AUDITS	00002122	PO BOX 17190 INDIANAPOLIS IN 46217-0190	MUTUAL EYE CLAI	M AUDITS	
lutual of Omaha Insurance Company	000105 49	Binder Remittance Department 28001 Cabot Drive,	Mutual of Omaha 1	însurance Company	
Specially Control of the Control of	Militaria (1941)				
lya Brooke Properties, LLC	10003365	5567 Swan Lake Drive West Bloomfield MI 48322	Mya Brooke Prope	rties, LLC	
lyers Tire Supply	10000493	-Detroit Livonia MI 48150	Myers Tire Supply		
lyma M. Agelink	00002123	1227 Bay Hill Waterford MI 48327	Myrna M. Agelink		Salatadida. Postari
lyron Manufacturing Corp	00002124	P.O. Box 802616 Chicago IL 60680-0261	Myron Manufactur	ing Corp	
tyziuk	00013199	P.O. Box 214160 Auburn Hills MI 48321-1416	Myziuk		Missing Special
ESS.	10001 3 60	Michael Nephew Lansing MI 48906	N.E.S.S.	is the new sales made sale	
	00002126	North Oakland County Branch Pontiac MI 48342	Neacp	1915 - 19	
IACo	10001204	P.O. Box 26307 Akron OH 44319	NACo	ajir Garaferedisper e n kerdes der 19	
	10003336	4702 Lucerne Sterling Heights MI 48310	Nafsu	Programme Calculation and Calc	
lagle Pumps Inc	10002084	P. O. Box 633162 Cindinati OH 45263-3316	Nagle Pumps Inc	ang distribution of the first	n de retorio de la composición de la c La composición de la
en e					>
Searching For: MWV					
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eset Columns	7			ок	Cancel
	- 		er en		i Sandaran de escencia

nda nda

SBA Profile

Privacy Statement (Back to Profile List, or use Back button)

Identification, Location & Contacts

This profile was last updated: Status:

Status:

User ID:
Name of Firm:
Trade Name ("Doing Business As ..."):
DUNS Number:
Parent DUNS Number;
Address, line 1:
Address, line 2:
Clty:
State:
Zip:
Phone Number:
Fax Number:
Fax Number:
E-mail Address:
WWW Page:
E-Commerce Website:
Contact Person:
County Code (3 digit):
Congressional Olstrict:
Metropolitan Statistical Area:
CAGE Code:
Year Established:
Accepts Government Credit Card?:
GSA Advantage Contract(s):

(Note: Size Information is now under "N

07/19/2018 Active

Accessibility Options

P2221857 MWV Environmental Services, Inc.

080420806

33810 Gates St.

Clinton Township 48035-4209 586-203-7281

mwvenv@yahoo.com

Katrenia 8 Williams 099 09 2160 7VS52 2016 [] Yes [X] No

(Note: Size Information is now under "NAICS Codes with Size Determinations by NAICS", below.)

Organization, Ownership & Certifications

Legal Structure: Ownership and Self-Certifications:

Subchapter S Corporation Black American, Self-Certified Small Disadvantaged Business, Veteran, Woman Owned

Current Principals

(none given)

"Business Development Servicing Office" (for certifications)

MICHIGAN DISTRICT OFFICE (SBA office code 0515)

8(a) Certification:

SBA 8(a) Case Number: SBA 8(a) Entrance Oate: SBA 8(a) Exit Date:

Small Disadvantaged Business Certification:

SDB Entrance Date: SDB Exit Date:

HUBZone Certification:

HUBZone Certified?: HUBZone Certification Date: [] Yes [X] No

8(a) Joint Venture Certification:

8(a) JV Entrance Date: 8(a) JV Exit Date:

Non-Federal-Government Certifications:

(none given)

Products & Services

Capabilities Narrative:

(none given)

Special Equipment/Materials:

(none given)

Business Type Percentages:

(none given)

Bonding Levels

Construction Bonding Level (per contract) (none Construction Bonding Level (aggregate) (none Service Bonding Level (per contract) (none Service Bonding Level (aggregate) (none

(none given) (none given) (none given)

NAICS Codes with Size Determinations by NAICS:

#	Primary?	Code	NAICS Code's Description	"Buy Green"? (1)	Small? (2)		
1	Yes	562910	Remediation Services	·	Yes		
			General \$20.50m Small Business Size Standard: [Yes]				
L		i	Special 750 Employees Environmental Remediation Services: [Yes]				
(2)	(1) By untering Yes for "Buy Green", the firm asserts that it obeys EPA guidelines for environmental kindiness for this IAICS code. Note, EPA guidelines do not exist for every IAICS code. (2) If Yes, the firm's revenues/humber of employees do not exceed the IAICS code's small bushess also standard. (3) As seen above, the size standard and expand on substanging within a IAICS code.						

Keywords:

(none given)

Miscellaneous:

Quality Assurance Standards: Electronic Data Interchange capable?;

(none given) [] Yes [] No

Export Profile (Trade Mission Online)

Exporter?: Export Business Activities: Exporting to: Desired Export Business Relationships: Description of Export Objective(s): (firm hasn't answered this question yet) (none given) (none given) (none given) (none given)

Performance History (References)

(none given)

The structure of this page was last updated 02/01/7013, as part of SBSS 8,1.1.

SBA7/2

Vendor List

Created By

Michelle McKenzie

Created On

12/18/2018 10:53 AM EST

Keyword

MWV

Vendors Status

Active

Purchasing Group

MITN Purchasing Group

Organization Name	Address	Main Contacti	Email	Phone
MWV Environmental Services, Inc.	18407 WEAVER ST, DETROIT, Michigan, 48228, United States	Katrenia Williams	mwvenv@yahoo.com	5862037281

MITA

MITN

SOLICITATIONS

VENDORS

TOOLS REPORTS LEGACY SYSTEM

MWV Environmental Services, Inc.

Organization Number County/Region

560486

Macomb County

Registration Date 06/10/2017 Active

Status

Address

18407 WEAVER ST DETROIT, Michigan, 48228 United States

Phone Email

5862037281

mwvenv@yahoo.com

Org Working Categories Contacts Bids History Downloads Notifications **Registration Information** Business Structure Not Specified Minority Owned Business Type Woman Owned Veteran Owned African American/Black Owner Ethnicity Number of Employees 11 to 50 Established Since 2016 MITN Purchasing Group 06/10/2017 Status Completed Katrenia Williams 07/18/2017 06:34 PM EDT Last Update By Last Update Date

Statewide Notification

Membership Level

Is your company a registered DBE through the state No

BACK TO PREVIOUS PAGE

Terms & Conditions | Privacy Policy

of Michigan (MDOT)?



Certified Minority, Women, and Veteran Owned Business.

EMERGENCY SERVICES 24 HOURS/7 DAYS A WEEK

586-203-7281

Licensed, Insured, and Bonded in the State of Michigan.

SERVING SOUTHEAST MICHIGAN

PROFESSIONAL. RELIABLE. AFFORDABLE.

MWV Environmental Services, Inc., specializes in asbestos abatement, mold remediation, and selective demolition using the latest technology combined with over 25 years of experience.

Our #1 priority is to provide our clients with exceptional service on-time and within budget.

Our Mission is to create a healthy and safe environment for the communities where we live, learn, work, and play.

GET A FREE ESTIMATE

SERVICES



ASBESTOS ABATEMENT

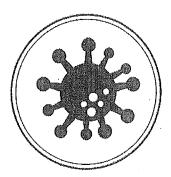


BOARDING & SECURING

WHY MWV ENVIRONMENTAL?

We never cut corners when it comes to removing asbestos from your home or facility. All work is completed in compliance with state and federal laws, MWV is also committed to creating and fostering a work environment that promotes integrity, commitment, and excellence with our clients, investors, employees, and the communities we serve.

website $\frac{1}{3}$



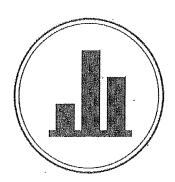
MOLD REMIDIATION



HAZARDOUS MATERIAL & UNIVERSAL WASTE REMOVAL



SELECTIVE DEMOLITION



THIRD PARTY AIR MONITORING

INTEGRITY & RESPECT

Each member of the MWV leadership team has built a stellar personal reputation in the environmental and construction industry. Together we have a proven track record of success finishing projects on schedule and on budget since we started.

COMMITEMENT

Understanding that people are our most valuable asset, we pride ourselves on our ability to hire and retain the best people. We look for those who not only have the requisite technical skills, but who have high internal standards for quality that are consistent with our expectations.

Excellence

MWV's standards of excellence extend to all aspects of our participation in each project. This includes administration, on-site work, payments and all of the necessary follow-up required to ensure that jobs are completed to our clients' satisfaction.

EXPERIENCE

Our leadership team has over 25 years of combined industry experience in asbestos abatement, mold remediation, and selective demolition; including working with the local, state, and federal agencies, local construction and demolition companies, and private residents and business entities, Our team members empower everything we do, they bring an unlimited supply of talent, experience, and knowledge to an environment that celebrates new ideas and ways of during things.

Our #1 Priority is to provide our clients with exceptional service, on time and within budget. We take pride in developing close and long relationships with our clients, which are proudly displayed here:

Asbestos USA Adamo Group Alert Heating & Cooling Arrow Dernolition & Services Baydoun Holdings BBEK Environmental Carmeuse Lime & Stone

City Coffee

City of Pontiac

Cross Pointe Christian Church

Crown Contracting & Industrial

Detroit Public Library

Global Green

HomeAdvisors

International Construction

Jackman Property Management

Law Office of Chisholm & Shuttie

Lincoln Park Public Schools

McMillian Group

MacLean Enterprises

NSS Corporation

Paul Davis Restoration

Realty Transition

Royal Roofing

St. Clair Construction

Snyder Construction

Warren Consolidated Schools

and countless homeowners

CERTIFICATIONS







MWV Environmental Services, Inc.

Emergency Services 24 hours/7 days a week Phone: S86-203-7281

Email: info@mwvenvironmental.com

Office Hours

Monday -- Friday 7am -- 5pm

GET A FREE ESTIMATE

Please fill out the form below with a brief description of your project and we will contact you shortly.

Name		 			
Phone					

website3/3

Bid Opening Date: 12-17-18 @ 2:00 pm

of Houses: 8

Bid Tabulation

	ACTIVITY: ABATEMENT	The i	This unofficial tabulation is for your information and only included what was read at the bid opening. The information has not been evaluated or confirmed.									
BATCH 13		Qualified Abatement Services, Inc.		Rightway Remediation LLC		MWV Environmental Services, Inc						
ADDRESS:												
159	Euclid	\$	3,600.00	\$	3,290.00	\$	2,230.00					
866	Inglewood	\$	-	\$	-	\$	-					
355	Going Street	\$	990.00	\$	700.00	\$	850.00	_				
844	W Huron (Garage)	\$	-	\$	-	\$	-					
848	W Huron (Garage)	\$	-	\$	-	\$	-					
11	Mohawk (Garage)	\$		\$	-	\$	-					
131	Palmer Street	\$	1,250.00	\$	00.008	\$	950.00					
278	W Wilson Ave	\$	3,900.00	\$	2,390.00	\$	1,680.00					
								,				
	·											
BID TO	TAL	\$	9,740.00	\$	7,180.00	\$	5,710.00	\$	-	\$		\$ - .

Name/Work Activity of RFP:

Asbestos Abatement 13

Witness:

Michelle McKenzie, Purchasing Agent

Witness:

Mike Pucher, Oakland County

Opened by City Clerk:

Garland Doyle, Interim City Clerk

Date:

12/17/18 @ 2:00 pm



Matching Supplier List created by:

Created on:

Michelle McKenzie

11/30/2018 04:55 PM EST

Solicitation:

Asbestos Abatement Batch 13 - Asbestos Abatement Batch 13 - CDBG

Organization	Address	Contact	Email	Phone
A.F.Bellisario.,Inc. Org. Number: 557189	245 Tilden Pontiac, Michigan, 48341	Tony Bellisario	abellisario245@comcast.net	248-310-0329
Org. Number: 337189	United States	Tony Bellisario	abellisano245@comcast.net	248-310-0329
Abatement and Demolition Services, IIc Org. Number: 566695	po box 7 Mulliken, Michigan, 48861	Christopher Ockert	abatementdemoservices.chns@gmail.com	517-290-7070
Org. Number: 300093	United States	Christopher Ockert	abatementdemoservices.chris@gmail.com	517-290-7070
ABE Associates, Inc. Org. Number: 556999	440 Burroughs Street, Suite 605 Detroit, Michigan, 48202	Andre Brooks	andreb@abe-engineers.com	313-961-5170 ext. 101
Org. Number: 336999	United States	Andre' Brooks, PE	andreb@abe-engineers.com	313-961-5170
Acuitas LLC	110 W. Michigan Avenue, Suite 100 Lansing, Michigan, 48933	Sarah Hubbard	shubbard@acuitasllc.com	517-881-7898
Org. Number: 561315	United States	Kevin Korpi	shubbard@acuitasllc.com	517-853-1236
		Sarah Hubbard	shubbard@acuitasllc.com	517-881-7898
Adamo Demolition Co. Org. Number: 556845	320 East Seven Mile Rd. Detroit, Michigan, 48203	Tony Daguanno	tdaguanno@adamogroup.org	313-892-7330 ext. 123
Org. Number: 336643	United States	Richard Adamo	radamo@adamogroup.org	313-892-7330 ext. 120
Adams Complete Cleaning and Restoration Org. Number: 567082	17985 E 14 Mile Rd Fraser, Michigan, 48026	Samantha Johns	samantha@floodednow.com	586-945-3507
Org. Number: 307002	United States	Samantha Johns	unknown@no-reply.com	586-945-3507
Advanced Building Group, LLC Org. Number: 561746	20260 Sherwood St. Detroit, Michigan, 48234	Scott Richardson	srichardson@advancedbg.com	313-974-6153
Org. Number: 551745	United States	Scott Richardson	srichardson@precision-cg.com	313-974-6153
Advanced Concrete Polishing Org. Number: 1009062	223 Oakwood St. Monroe, Michigan, 48162 United States	Dan DiCarlo	dan@advancedconcretepolishing.com	734-915-7812
Alexander Transport, Inc.	2610 Sylvia	Alexander McMillian	alextransport@att.net	313-565-6352
Org. Number: 558592	Inkster, Michigan, 48141 United States	Alexander McMillian	alextransp@aol.com	313-565-6352
Allied Building Service Company of Detroit, Inc. Org. Number: 556652	1801 Howard St Detroit, Michigan, 48216 United States	PM Director	pmdirector@teamallied.com	313-230-0799
Ampro Construction	13501 Mt. Elliott Ave	Darnell Jackson	amproconstruction@sbcglobal.net	313-304-8476
Org. Number: 559770	Detroit, Michigan, 48212 United States	Darnell Jackson	amproconstruction@sbcglobal.net	313-304-8476

Organization .	Address	Contact	Email	Phone
arch environmental group, inc. Org. Number: 556856	37720 Research Drive Farmington Hills, Michigan, 48335	Scott Staber	scott@archenvgroup.com	248-426-0165 ext. 22
	United States	Scott P Staber	scott@archenvgroup.com	248-426-0165
	인활 병원회의 강당의 당신 등에 전혀되고 설명하였다. - 회사회 등 기계를 보고 있다.	Scott Staber	scott@archenvgroup.com	248-426-0165
Arkeni Solutions Org. Number: 763475	18787 Goldwin Southfield, Michigan, 48075 United States	Eric Channey	arkenisolutions@gmail.com	2484707082
Barton Malow Org. Number: 1088339	26500 American Dr. Southfield, Michigan, 48034 United States	Rick Rumsey	rick.rumsey@bartonmalow.com	248-866-0576
BBEK Environmental	24808 Thomas	Kevin Woods	environmental@bbekconstruction.com	313-492-1854
Org. Number: 563228	Warren, Michigan, 48091 United States	Kevin Woods	environmental@bbekconstruction.com	313-492-1854
BENKARI LLC Org. Number: 610006	18427 W MCNICHOLS	A.K. Bennett	akbennett@benkari.net	3135920618
Olg. Number. 610006	DETROIT, Michigan, 48219 United States	Pat DeBolt	estimating@benkan.com	3135920618
Bernco, Inc. Org. Number: 556192	20816 Eleven Mile RoadSuite 202 St. Clair Shores, Michigan, 48081 United States	Bernard Cattivera	bemcoinc@msn.com	586-445-3700
BETTER PROPERTY MAINTENANCE Org. Number: 838188	233231 INDUSTRIAL PARK DR STE. A FARMINGTON HILLS, Michigan, 48335 United States	JONATHAN L MORAY	ACKER2306@MSN.COM	248-521-6111
Blue Star, Inc.	21950 Hoover	Scott Krall	estimating@bluestardemo.com	586-427-9933
Org. Number: 557215	Warren, Michigan, 48089 United States	Scott Krall	skrall@bluestardemo.com	586-427-9933
Bossman Construction CO LLC Org. Number: 561376	6327 W Coldwater Rd	Matt Goss	unknown@no-reply.com	810-867-4935 ext. 107
Olg. Number. 301376	Flushing, Michigan, 48433 United States	Matt Goss	unknown@no-reply.com	810-867-4935
Brand Energy Services, LLC Org. Number: 1008907	12701 Beech Daly Taylor, Michigan, 48180 United States	Joseph R Schoenherr	jschoenherr@brandsafway.com	734-341-3823
Broadco Property Restoration Org. Number: 795536	44700 N Groesbeck Hwy Clinton Twp, Michigan, 48036 United States	Summer T	ap@broadco.com	5864666250
Builders Exchange of Lansing and Central Michigan Org. Number: 1046755	1240 East Saginaw Lansing, Michigan, 48906 United States	Leslie A Vargas	bids@bxlansing.com	5173728930
BYERS DC DETROIT INC Org. Number: 880907	5715 RIVARD ST DETROIT, Michigan, 48211 United States	KEITH JEWELL	KJEWELL@DCBYERSDETROIT.COM	313-875-0545
C&l Building Maintenance, Inc. Org. Number: 621791	1895 15 Mile Rd NE Sparta, Michigan, 49345	Brady McInnis	bradym@cibminc.com	6169013882

Organization	Address	Contact	Emai	Phone
CARLETTE CONSTRUCTION Org. Number: 839733	11000 W McNichols, Suite 225 Detroit, Michigan, 48221 United States	Emest Williams	carletteconstruction@gmail.com	313-347-8699
Certified Abatement Services, Inc Org. Number: 557625	3715 Gorey Ave Flint, Michigan, 48506	Linda Little	linda@casi1986.com	810-742-0600
019.144111261.001020	United States	Linda Little	linda@casi1986.com	810-742-0600
Cherry Hill Companies Org. Number: 634051	7 N. Saginaw Street, Suite 2A Pontiac, Michigan, 48342 United States	Brian DiBartolomeo	brian@cherryhillcompanies.com	2486512700
Chillicothe Steel Co. Org. Number: 794056	106 south mcarthur street chillicothe, Ohio, 45601 United States	Jordan Crace	jordan@chillicothesteel.us	740-772-2481
Civil & Environmental Consultants, Inc. Org. Number: 558779	44725 Grand River Avenue, Ste. 104 Novi, Michigan, 48375 United States	Ryan Dunning	rdunning@cecinc.com	248-374-8600 ext. 8614
	Office States	Kristine Wise	kwise@cecinc.com	248-374-8600
		Ryan Dunning	unknown@no-reply.com	248-374-8600
Clean All LLC Org. Number: 1073886	4222 E MC NICHOLS Detroit, Michigan, 48212 United States	Sunny Tharp	sunny@cleanall.net	313-731-7680
Constructeam	31780 Groesbeck Hwy	Kenneth Heffner	fphillips@restoreitright.com	866-372-1272
Org. Number: 567627	Frazer, Michigan, 48026 United States	Kenneth Heffner	unknown@no-reply.com	866-372-1272
CROM COATINGS AND RESTORATIONS Org. Number: 1005926	30931 Munger drive Livonia, Michigan, 48154 United States	Nasser I El-Haj	nelhaj@CromCorp.com	3138881001
Cross Renovation	34133 Schoolcraft Rd.	mike butcher	mike@stark-enterprisesllc.com	734-286-2244
Org. Number: 561364	Livonia, Michigan, 48178 United States	Ken Allen	ken@deanflooringservices.com	734-286-2244
Crystal Bright Janitorial Services, Inc.	30931 Pear Ridge	Brenda Wilson	brenda@crystalbrightinc.com	248-217-2253
Org. Number: 556403	Farmington Hills, Michigan, 48334 United States	Brenda Wilson	a Wilson brenda@crystalbrightinc.com	
CTI Org. Number: 623720	8756 Trenton Drive White Lake, Michigan, 48386 United States	Edward G Wenz	wenz_ed@yahoo.com	248-698-6900
DaminGos Org. Number: 973735	13021 Northfield Blvd Oak Park, Michigan, 48237 United States	Damiana Sorrell	info@damingos.com	2482771629
Davenport Brothers Construction Co	301 Industrial Park Dr	Mark Davenport	mark@davenportbrothers.com	734-697-2994
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Org. Number: 558687	Redford, Michigan, 48239 United States	Ronald Swan	ronswan@aol.com	734-838-0426
THE DIAMOND FIRM Org. Number: 608295	19115 WEST EIGHT MILE RD DETROIT, Michigan, 48219 United States	CAROLYN ANDERSON	CTAYLOR@THEDIAMONDFIRM.NET	3132466500
The Diamond Firm Inc. Org. Number: 836297	19115 W EIGHT MILE RD DETROIT, Michigan, 48219 United States	Сагтоlyn Anderson	jtaylor@thediamondfirm.net	2489053442
The DWL Group Org. Number: 880777	75 Handy Grosse Pointe, Michigan, 48236 United States	Donta Wilson	donta@dbmdetroit.com	13136228581

Organization	Address	Contact	Email 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Phone
Org. Number: 562441	Midland, Michigan, 48641-2012	Mark Thompson	mthompson@thermico.com	989-496-2927
Tooles Contracting Group LLC Org. Number: 559818	535 Griswold, Suite 2550 Detroit, Michigan. 48226 United States	Tooles Contracting	estimating@toolesgroup.com	313-221-8500
Triterra Org. Number. 559836	1375 S Washington Avenue, Suite 300 Lansing, Michigan, 48910 United States	Don McNabb Don McNabb	don.mcnabb@triterra.us don.mcnabb@triterra.us	517-702-0470 517-702-0470
Trust Thermal Abatement & Flooring Org. Number: 557522	210 S. Water St. Owosso, Michigan, 48867 United States	David Baldwin	davebaldwinjr@trustthermal.com	989-720-8834
TTL Associates Org. Number: 556591	44265 Plymouth Oaks Plymouth, Michigan, 48170 United States	Jeff Elliott, P.E.	jelliott@ttlassoc.com	734-455-8600 ext. 1238
		Tim Pedro	tpedro@ttlassoc.com	734-455-8600
Vanguard Building Group, LLC Org. Number: 568110	101 South Main Street, Suite 200 Rochester, Michigan, 48307	Michael A DiNello	mdinello@vanguardmichigan.com	5864053421
Org. Namber. 300110	United States	Frank Lalama	unknown@no-reply.com	248-650-6206
-		Michael DiNello	unknown@no-reply.com	248-650-6206
We Preserve Michigan LLC	22750 Shevington Drive	Jason Reaves	jason@wepreservemichigan.com	248-436-2654
Org. Number: 564538	Southfield, Michigan, 48034 United States	Jason Reaves	jason@wepreservemichigan.com	248-436-2654
White Construction	1120 W. Baltimore	Donovan J White	dwhite@whitecon.com	313-872-6700 ext. 141
Org. Number: 557083	Detroit, Michigan, 48202 United States	Milton Jennings	unknown@no-reply.com	313-872-6700 ext. 140
		W. Bernard White	unknown@no-reply.com	313-872-6700
Wightman & Associates, Inc.	2303 Pipestone Road	Jamie Balkin	jbalkin@wightman-assoc.com	269-927-0100 ext. 108
Org. Number: 557893	Benton Harbor, Michigan, 49022 United States	Mr. Thomas A. Deneau	tdeneau@wightman-assoc.com	269-927-0100
Yukon Construction Org. Number: 954949	1341 S Range Rd St Clair, Michigan, 48079 United States	Jennifer LaDuke	jladuke@yukoncs.com	8108417397
Zuniga Cement Construction Inc.	22500 Ryan Rd	Tomas Zuniga	zunigacement@aol.com	586-754-5900
Org. Number: 557436	Warren, Michigan, 48091 United States	Tomas Zuniga	unknown@no-reply.com	586-772-5400

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FOR ASBESTOS ABATEMENT (Batch 13) FOR THE CITY OF PONTIAC

The City of Pontiac, Michigan (The City) is requesting bids for providing Asbestos Abatement services for the City of Pontiac.

Sealed bids will be received at the City of Pontiac Clerk's Office at 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342 plainly marked with "Asbestos Abatement Bid Batch 13" until 2:00 p.m. EDT, Monday, December 17, 2018, at which time they will be publicly opened. It is the offeror's sole responsibility to ensure that their bid is physically deposited with the Clerk's Office prior to the time and date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the offeror. (*NOTE: Electronic or faxed submissions will not be accepted*)

Bids, including all City-provided forms that shall be completed, and signed as indicated herein, are to be submitted in a sealed envelope plainly marked with the Bids title. Two (2) complete copies/sets of the bid shall be submitted. An original copy so marked, shall be signed with the firm's name and bear its corporate seal or logo and the hand written signature of an officer or employee having authority to bind the company to a contract by his or her signature.

The City of Pontiac reserves the right to accept or reject any or all bids, either in part or in whole to waive any formalities and to accept the bid which it believes to be in the best interest of the City.

All prospective bidders need to send an e-mail response with to MMcKenzie@pontiac.mi.us with the following information Firm name, Project Name, Contact Person, Telephone Number and E-Mail Address.

Any interpretation, correction, or change of this document will be made only by written addendum hereto. Any interpretation, correction, or change made in any other manner will not be binding on the City and proposers shall not rely thereon. All inquiries are to be made in writing to <u>Michelle McKenzie</u> and be received <u>no later than</u> three working days prior to the scheduled opening (these may be hand-delivered, mailed, or faxed to (248) 758-3197 or emailed to <u>MMcKenzie@pontiac.mi.us</u>). A written response, if provided, will be in the form of an addendum to the Bid and will be sent to all document holders on file with the Purchasing Office. Any addendums issued will be located on the Pontiac's website

http://www.pontiac.mi.us/departments/finance/purchasing.php.

Its receipt must be duly acknowledged with any submission. Please refer to the website for any addenda that may be issued. Bidders who submit bids before the deadline are advised to continue to monitor the website for any addenda that may be issued. Bid packages will also be available upon request through the Purchasing Office located at 47450 Woodward Avenue, 2nd Floor, Pontiac, MI 48342.

The selected firm shall agree to indemnify, defend, and hold harmless the City of Pontiac, its officers, agents, and employees from and against all claims, losses, costs or damages caused by his acts or those of his agents, or anyone for whom he may be responsible. The City disclaims any responsibility for injury to proposers, their agents, or to others while examining the work site or at any other time.

With regard to Asbestos Abatement, the successful proposer shall agree to indemnify and hold the City harmless from any and all claims whatsoever arising out of, or occurring during, the performance of the services and occasioned directly or indirectly by its error or omission, negligence, or fault.

Prior to the City entering into a contract, the successful proposer shall produce evidence satisfactory to the City of insurance coverage in types and amounts defined in Appendix D, and naming the City of Pontiac, Michigan as an additional insured thereon.

Abatement must comply with OSHA standards must also adhere to the AHERA Abatement protocol and be performed by a Michigan-accredited Asbestos Abatement Contractor. All work performed by the contractor and subcontractors shall comply with the pertinent OSHA (as stated above), local, state, and federal government regulations.

The winning bidder cannot be debarred by the federal government.

All work performed under this contract must comply with the State of Michigan Department of Environmental Quality (MDEQ) regulations for asbestos containing materials, including, but not limited to NOTIFICATION OF INTENT TO RENOVATE/DEMOLISH subject to NESHAP, 40 CFR 61, SUBPART M. A copy of this document can be found at:

http://www.michigan.gov/documents/deq/deq-aqd-field-tpu-asbestos-notification-form 262676 7.pdf

This is a Federally Funded project. The contractor and subcontractors on this project must comply with HUD contract provisions 24CFR part 85.36(i), Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Documents. This municipality is an Equal Opportunity Employer, businesses owned by women or minorities are strongly encouraged to bid.

BIDS DUE: Monday, December 17, 2018 at 2:00 PM EDT

NUMBER OF COPIES TO SUBMIT: TWO (2), one original and one copy

I. PURPOSE

The City of Pontiac is soliciting bids from qualified individuals for the purpose of Asbestos Abatement, for sub-standard vacant residential structures, for the City of Pontiac. Each of these structures shall be demolished by qualified contractors. Individuals or firms shall have proper credentials, certifications, and licenses required by the City, County, State, and Federal Government. (NOTE: Utilities may not be available at time of abatement)

II. BACKGROUND

The City of Pontiac has been allocated federal funds through the Community Development Block Grant ("CDBG"). These funds shall be used to provide asbestos survey, asbestos remediation, and demolition activities ensuring the City of Pontiac Federal Programs can offer stability, security, and remove blight for the City of Pontiac residents.

III. SCOPE OF WORK: Asbestos Abatement and Disposal

Contractor will provide all labor & material for Asbestos Abatement in accordance with following Scope of Work listed In Appendix "A" for those properties listed in by the City. Contractor shall remove all asbestos containing material and hazardous materials as indicated in the Asbestos Survey Batch 13 Reports:

https://drive.google.com/drive/folders/1o4fuRmYBYZ o oDPPGgvStJH6vwhj9f7

for each home per Federal and State guidelines. Clearance reports will be provided by JAC Xpress. To view files go to website above, select files to download, click the right button on your mouse and select either open with or save file. The City reserves the right to remove properties from the lists.

IV. REQUEST

In addition to the required form "Asbestos Abatement Bid Batch 13" provided here as Appendix A, all firms or individuals responding to this Bid must submit complete responses to the information requested in this section, and must note any exceptions to any information contained in the Bid. Bids will be evaluated based upon the requested criteria and be awarded to the lowest responsible bidder. Bids should present information in a clear and concise manner, following the format indicated below. Responses to this section shall be typewritten in a font not smaller than 11 point and may be double or single sided on standard 8½" x 11" paper. There is no limit to pages submitted for complete response to this section:

Statement of Qualifications: Contractor shall supply all company contact information, Current License(s), Staffing, Certifications, Copy of Current Liability Insurance, along with Contractors qualifications and ability to successfully provide the services requested.

- a) Name, telephone number, address, e-mail and fax number of the individual designated to receive all official correspondence relating to the project.
- b) Describe the Contractor's qualifications and ability to successfully provide the services requested, including a description of prior experience.
- c) Provide copy of State of Michigan License for the corporation or company and an individual license.

- d) Provide certified copies of Articles of Incorporation or Articles of Organization of the firm (if applicable).
- e) Provide current Good Standing Certificate for the firm (if applicable).
- f) Provide organizational documents for the firm such as bylaws and operating agreement (If applicable),
- g) Provide a list of which staff members will be responsible for the project, include brief resumes and proof of appropriate training and relevant certificates and licenses for each.
- h) Provide a list of board of directors and officers of firm (if applicable).
- i) Provide insurance as required in Appendix "D"
- j) Provide contact names and telephone numbers for at least three (3) individuals, municipalities or companies for which you have contracted similar work in the past year.
- k) Provide a detailed description of any litigation resulting from use of the firm's services.
- I) Provide a statement on the notification time necessary to begin execution of the desired services
- m) Provide bid and performance bond as outlined in section "IX. BONDING REQUIREMENTS"

The City of Pontiac, Michigan reserves the right to validate proposer's qualifications, capability to perform, availability, past performance record, and to verify that the proposer is current in its obligations to the City.

The City reserves the right to waive any informality in bids, to accept any bid, and to reject any and all bids, should it be deemed in the best interest of the City to do so.

The City reserves the right to request clarification of and/or solicit additional information of any proposer, and/or to negotiate with any proposer regarding any terms of their bid including, but not limited to; the cost and/or scope of services, with the intent to achieve the best bid that shall result in a contract that is deemed by the City to be in the City's best interests. Any such negotiations will use the selected bid as a basis to reach a final agreement, if possible.

The City reserves the right to include in the contract for services other terms and conditions not specifically set forth herein.

V. PROPOSED FEE

Provide a fee for the services requested in the Scope of Services of work in the attached "Asbestos Abatement Bid Batch 13" in Appendix A"

It is the City's intention to utilize the successful proposer's services as soon as awarded. All services shall be performed according to the Agreement, as well as the submitted bid.

VI. AGREEMENT

Contract work on behalf of the City of Pontiac will be awarded to the lowest responsible bidder. These structures are vacant, and will be demolished under separate contract.

The Agreement with the contractor will detail the payment procedures and documentation needed for the services rendered. The billing submitted by the contractor must provide a written description of the work completed and include any necessary justification as/if necessary.

Billing will be required to have the following after services have been rendered, including but not limited to:

- Vendor Registration Packet (including Ethnic Ownership report, Contractor Certification, and Prime Contractor Agreement) with Oakland County;
- 10 Day Notification to State of Michigan for each home;
- Copies of signed receipts from the approved permitted landfill operator of receipt of material at the permitted landfill;
- Supplement the Waste Shipment Record with a list of all activities that contributed to each property's specific load of waste;
- Project specific documentation which shall include, but not be limited to: a copy of the complete project design including drawings, pre and post work site photos, and other reports as needed;
- Invoice; and
- Waiver of Liens for all subcontractors.

All payments will be made by electronic deposits from Oakland County to the contractor bank account.

VII. ADDITIONAL INFORMATION:

The funding used for this program comes from the CDBG program, pursuant to the Housing and Community Development Act of 1974, as amended (the "Act"). This federal program has stringent requirements that the City and its Contractor's must adhere to in order to receive monetary reimbursement. Please review the requirements listed below and state in your bid your ability to fulfill these requirements. If you have any questions regarding federal requirements please contact Michelle McKenzie at (248) 758-3120. If contractor is not in possession of a Pontiac Business license then contractor shall procure said license once awarded.

- Agree to Section 3 Clause (Appendix "B")
- Debarment-Service provider has not been suspended from federal benefits as listed on www.epls.gov
- Conflict of Interest regulations found in 24CFR 570.611 (Appendix "C")
- The selected service provider will not use funds for lobbying, and will disclose any lobbying activities
- Other Applicable State and Local Laws

VIII. SUBMISSIONS

All submissions (and original and one copy) must be hand delivered or mailed in a sealed envelope (NOTE: Electronic or faxed submissions will not be accepted) with "Asbestos Abatement Bid Batch 13" clearly marked on the front to by Monday, December 17, 2018 at 2:00 P.M. EDT to the following:

City of Pontiac Clerk's Office, 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342

The City of Pontiac reserves the right to accept or reject any or all bids, either in part or in whole to waive any formalities and to accept the Bid.

IX. BONDING REQUIREMENTS

a) A bid guarantee is required from each bidder equivalent to 5% of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond or certified check accompanying a bid as assurance that the bidder will, upon acceptance of their submitted bid, execute such contractual documents as may be required within the time specified. Bid bond to be included with bid.

***NOTE: If the Contracts or Subcontracts exceed \$50,000.00 you will need b) & c)

- b) A **performance bond** shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. A "performance bond" is on executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c) A payment bond (labor & material bond) shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

If a contractor fails to deliver the required bonds, the bid will be rejected. The City of Pontiac reserves the right to reject a bid if the contractor can't provide a performance and payment bond within 5 days of a signed contract.

X. INCOME TAXES

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward Avenue, Pontiac, Michigan, 48342, telephone (248) 758-3043, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractor will require the same of all subcontractors employing labor under this contract.

Contractor is required to withhold City of Pontiac income tax from wages paid to:

- (1) Pontiac resident employees regardless of where they work for the employer; and
- (2) Nonresident employees for work performed in the City.
- (3) Contractor is also required to file Pontiac income tax returns reporting and paying income tax on the net profits earned in the City.

Web page URL: http://www.pontiac.mi.us/departments/income tax/index.php

Tax forms URL: http://www.pontiac.mi.us/departments/income_tax/tax_forms.php

APPENDIX A

City of Pontiac CDBG/NSP-3 Demolition Program
> Asbestos Abatement Bid Batch 13 <

Company Name:	
Company Name.	
Representative:	
Address:	
City:	Zip:
City:	<u> </u>
Fax #:	
Cell#:	
Email:	
License#:	AMAZONI CONTROLOGICA
Job Duties Sheet / Scope of Work for Asbestos	Abatement
equipment necessary to carry out the removal of as needed to complete the removal specifications as s Contractor shall comply with laws and regulations include, but are not limited to, OSHA – Occupation Agency, ICC – Interstate Commerce Commissio	bor, materials, employee training, services, insurance and bestos containing material (ACM) and hazardous materials as
Contractor must provide the City of Pontiac with co properly disposed of in a type II landfill.	ppies of the landfill manifests that indicate that the debris was
Contractor is required to give the City and each neighbor	ghbor a notice of the cleanup.
Asbestos Surveys Batch 13 for the properties listed	below can be found here:
https://drive.google.com/drive/folders/1o4fuRmYBY	Z <u>o_oDPPGgvStJH6vwhj9f7</u>
Bid Price per Residential Property:	
450 Euclid ¢	
159 Euclid \$ Cost in Words for 159 Euclid	
Cost in avolus for 159 Euclid	
866 Inglewood \$ Cost in Words for 866 Inglewood	
355 Going Street \$ Cost in Words for 355 Going Street	
844 W Huron (garage only) \$ Cost in Words for 844 W Huron (garage only	y)
848 W Huron (garage only) \$ Cost in Words for 848 W Huron (garage only	y)

11 Mohawk (garage only) \$ Cost in Words for 11 Mohawk (garage only)
131 Palmer Street \$ Cost in Words for 131 Palmer Street
278 W Wilson Avenue \$ Cost in Words for 278 W Wilson Avenue
Grand Total \$
Grant Total Cost in Words
The City reserves the right to remove any of the homes listed above and have the contractor hold the price for the remaining homes listed.
Please Note: Contractor will have a maximum of 30 days from the time the contract is signed to complete the project.
Company Name:
Representative Signature:
Print Name:

Site Specifications: Batch 13

	Batch 13		City of Pontiac						
	PARCEL NUMBER	ADDRESS	STREET	Туре	Sq Ft	Year Built	Stories	Basement Sq Ft	Detatched Garage Sq Ft
1	64-14-20-307-036	159	Euclid	SF & Garage	1180	1958	1.25	800; Crawl 180	372
2	64-14-19-206-051	866	Inglewood	SF	903	1930	1	0.	0
3	64-14-33-277-010	355	Going Street	SF	918	1918	1	918	0
4	64-14-30-352-036	844	W Huron (Garage) connected	Garage Only	230	1930	1	0	230
5	64-14-30-352-035	848	W Huron (Garage) connected Mohawk	Garage Only	230	1930	1	0	230
6	64-14-30-352-033	11	(Garage) connected	Garage Only	230	1930	1	0	230
7	64-14-32-126-007	131	Palmer Street	SF	1347	1876	1	1347	0
8	64-14-32-433-034	278	W Wilson Ave	SF	1214	1950	1.75	687	0

The Undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this bid as principal, and that it is made without any connection with any other person(s), firm or corporation submitting a bid for the same.

The Undersigned hereby declares that they have read and understand all conditions are outlined in the Reguest for Bids and that the bid is made in accordance with same.

The Undersigned hereby declares that any person(s) employed by the City of Pontiac Michigan who has direct or indirect personal or financial interest in this bid or in any portion of the profits that may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure <u>any</u> interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this bid. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The proposer acknowledges the receipt of Addenda numbered					
Note: Bids must bear the handwritten signature of a duly authorized member or employee o organization submitting a bid.					
FIRM NAME, ADDRESS AND PHONE NUMBER:					
Dated and signed on(Date)					
Name of Respondent:					
Signature of Respondent:					
Address of Respondent:					
By: Title:					
Office # Cell #					
FAX#					
EMAIL Address of Primary Contact:					

the

APPENDIX B

Section 3 clause 135,38

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3

APPENDIX C CONFLICT OF INTEREST STATEMENT

"Code of Standards of Conduct," 24 CFR Part 85.36 (b) (3): (Applicable to Community Development Block Grant Expenditures)

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Date:	
Signature:	
Printed name:	

APPENDIX D INSURANCE

1. INSURANCE

The Contractor shall provide to protect the City of Pontiac as outlined below.

2. LIMITS OF INSURANCE (See also Section 1 of the General Conditions)

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Pontiac. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

- 1. <u>Workers' Compensation Insurance</u> The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee
- **Commercial General Liability Insurance** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent: (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.
- 3. <u>Motor Vehicle Liability</u> The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 4. <u>Professional Liability Insurance</u> in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is claims made form, the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.
- 5. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additionally Insured: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers. It is understood and agreed by naming The City of Pontiac as additional insured, coverage afforded is considered to be primary and any other insurance The City of Pontiac may have in effect shall be considered secondary and/or excess.

- 6. <u>Cancellation Notice</u>: All policies, as described above, shall include an endorsement stating that is it understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City Administrator for the City of Pontiac.
- 7. Proof of Insurance Coverage: The Contractor shall provide The City of Pontiac at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.
- 8. <u>Expiration of Policies</u>: If any of the above coverage expires during term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Pontiac at least ten (10) days prior to the expiration date.

3. INDEMNIFICATION CLAUSE

To the extent permitted by law, the Contractor shall indemnify and save harmless the City of Pontiac for and from all claims, demands, payments, suits, actions, recoveries, and judgments; of every name and description, brought or recovered against them or to property received or sustained by any person or persons whomsoever by reason of any action or omission of the said Contractor, his agents, servants, or his Contractors in the performance of said Work, or by or in consequence of any negligence or carelessness in connection with the same or on account of the death of or injuries to persons who shall be engaged in or about the work to be performed under this Contract; and on account of liability or obligation imposed directly or indirectly upon the City of Pontiac by reasons of any law of the State or the United States, now existing or which shall hereafter be enacted, imposing any liability or obligation, or providing for compensation to any person or persons on account of or arising from the death of, or injuries to employees. Said Contractor shall pay, settle, compromise and procure the discharge of any and all such claims and all such losses, damages, expenses, liabilities, and obligations, and shall defend at his own cost and expense any and all claims, demands, suits and actions made or brought against the City of Pontiac, and all Additional Named Assured, for or upon any such claim. In case the said Contractor shall fail, neglect, or refuse to comply with any of the provisions of this paragraph, the City of Pontiac may, in order to protect itself, and all Additional Named Assured, from liability, defend any such claim, demand, suits or action and pay, settle, compromise, and procure the discharge thereof, in which case the said Contractor shall repay the City of Pontiac any and all such loss, damage and expense, including attorney's fees paid, suffered or incurred by the City of Pontiac, and all Additional Named Assured, in so doing. So much of the monies due, or to become due, to said Contractor under this agreement as shall be deemed necessary by the City of Pontiac, shall or may be retained by the City of Pontiac until every and all such claims, demands, suits, actions, recoveries, judgments, liabilities and obligations have been settled and discharged and evidence to that effect furnished the City of Pontiac, or the City of Pontiac may collect the same in whole or in part in any lawful manner from said Contractor. The Contractor shall provide adequate insurance until his work is completed, with a reasonable insurance company which meets with the approval of the City of Pontiac, covering liability to the public for loss resulting from injury to persons or damage to property arising out of or caused by his operations, acts, or omissions, or those of his

subcontractors, agents, or employees in procuring work for the City of Pontiac. Such insurance coverage shall be in such amounts as are provided in public liability and property damage section herein, provided, however, that such insurance coverage shall include an endorsement providing that the contractual exclusion shall be removed or in the alternative, contractual insurance shall be afforded. If the former, such endorsement shall contain specific language as follows:

"It is hereby agreed that the contractual exclusion does not apply to the contract entered into between the insured and the City of Pontiac, and each Additional Named Assured as their interest may appear for the project work. Such insurance coverage shall also contain an endorsement guaranteeing that thirty (30) days' notice to the City of Pontiac and each Additional Named Assured, shall be given in writing prior to the cancellation of, or change in any such insurance."

4. EXTRAS

No claim for extra compensation because of either decrease or increase in quantities will be allowed. Contractor and Owner mutually agree that in the event the Contractor is to perform services beyond, or at variance with the Scope and total price of this Contract, such services must be mutually agreed to, in advance, in writing, with agreed upon price included. Accordingly, claims for the payment of Extra Services must be substantiated by the Contractor with a written order signed by Owner or his authorized agent.

5. EMERGENCY PHONE NUMBERS

The Contractor must submit Emergency (24 Hours) phone numbers on the company letterhead when submitting contracts.

6. INCLUDED WORK

All items of work noted on the Plans or in the Specifications that are not specifically noted in the bid, shall be considered as included with the contract and shall be completed at no extra cost to the Owner.

7. SUB-CONTRACTS

The Contractor shall not execute an Agreement with any Sub-Contractor or sub-subcontractor or permit any Sub-Contractor or sub-subcontractor to perform any work included in this Contract without the prior written consent of Owner.

Certified By:		
Its:		

APPENDIX E

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to Sec. 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

- 1. As used in these specifications:
- a. ``Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. ``Minority" includes:
- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian
- Subcontinent, or the Pacific Islands); and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
- 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such

- a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- I. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
 - a. The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective. [43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]

RESOLUTION #4



MEMORANDUM

To:

Honorable City Council

From:

Rachel Loughrin

Economic Development Director

Through:

Jane Bais-DiSessa

Deputy Mayor

Meeting:

January 03, 2019

Regarding:

Introduction of Request for Brownfield Plan Approval and the approval of two concurring

Resolutions for 140 South Saginaw Street (Former IRS Building) Parcel Number 64-14-32-235-001 a Mixed-Use Development

140 South Saginaw Partners, LLC respectfully requests the approval of a brownfield plan for the remediation and renovation of a property located at 140 South Saginaw Street, Pontiac. The property is part of the interior of the Woodward Loop and is comprised of 1.3 acres. It is a predominant architectural feature in the downtown, has been vacant for 10 years and is tax reverted, meaning, it currently does not produce any tax revenue for the City of Pontiac.

The historic record shows that the property originally consisted of multiple parcels and that the northern and eastern areas were used for gasoline and service station purposes from the mid-1920's to the 1950's. In 1972 the multiple parcels were combined and the seven-story 145,000 square foot building was constructed.

The current very poor condition of the property is an impediment to its redevelopment. The property is contaminated at concentrations exceeding the MDEQ Generic Residential Clean-up Criteria which qualifies it for 'facility' status. This means that this brownfield request for the remediation of this property falls within the requirements of the Brownfield Redevelopment Financing Act, PA 381 of 1996. Exceeding the GRCC requirements means that the site is contaminated and requires the mitigation of numerous environmental conditions such as petroleum hydrocarbon and heavy metal contamination, asbestos containing materials, lead-based paint, several types of hazardous mold, and electrical equipment that may contain polychlorinated biphenyl (PCB's).

The proposed renovations will include not only the mitigation of the environmental concerns within the building, but also those that affect the parcel itself. The building and improvements will be used to encapsulate the known existing petroleum hydrocarbon and heavy metal contamination and act as engineering controls to prevent contact with the soil, soil vapor and groundwater contamination. Appropriate environmental measures will be implemented to prevent exposure of hazardous materials to human health, safety and the environment. The developer is in the process of undertaking additional Due Care Phase II Environmental Site Assessment activities to assess soil, groundwater and vapor phase contamination as part of the redevelopment process.

The estimated amount of investment for environmental due diligence, soil mitigation and infrastructure improvements, site remediation/engineering controls, site development, building renovation, and addition of fixtures will exceed \$16,047,100.00. This large amount of capital investment will be necessary to completely renovate the seven-story commercial building, provide maintenance for the adjacent parking lot, and provide continuous and on-going maintenance for the engineering controls. In addition, virtually all interior mechanical components of the building will need to be replaced.

In light of the recently approved settlement of the Ottawa Towers Phoenix Center lawsuit, the clean-up and renovation of this building will not only help add value to the area that surrounds the Phoenix Center but will also provide revenue to the city in the form of paid parking for the 400 jobs that will be created or moved into the city as an element of this mixed-use/office development.

These permeant jobs will have a typical annual salary of \$62,400.00 creating a new project related payroll of \$24,960,000 that will be taxed by the city at a rate of either .05 percent or 1 percent, depending on the residency status of the employee. In addition, this project will create 90 temporary construction jobs for a total project related temporary payroll of \$13,384,800.00. This amount will also be taxed at the city's income tax rate as appropriate.

This brownfield request is for an estimated total of 18 years and will collect \$3,064,660. Following the completion of the project, the tax revenue will increase from zero to \$245,081 per year.

The Administration recommends the approval of this request as it will rid the city of another contaminated and blighted property, will provide 400 new tax paying jobs and will help to provide parking revenue for the Phoenix Center garage. The developer will hold a workforce symposium here in Pontiac where they will discuss the positions available and help local Pontiac residents find work on their project.



Resolution Requesting the Oakland County Brownfield Redevelopment Authority to Review the 140 South Saginaw Street

WHEREAS the City of Pontiac has a Brownfield project known as 140 South Saginaw Street that it would like to have reviewed and processed by the Oakland County Brownfield Redevelopment Authority;

WHEREAS the City of Pontiac has a Brownfield Authority but desires to have the Oakland County Brownfield Redevelopment Authority handle the 140 South Saginaw Street;

WHEREAS the Oakland County Brownfield Redevelopment Authority was created by Oakland County pursuant to MCL 125.2651 et seq. to assist jurisdictions like the City of Pontiac;

WHEREAS the Oakland County Brownfield Redevelopment Authority is prepared to assist the City of Pontiac by reviewing the proposed 140 South Saginaw Street, provided that the City of Pontiac acknowledges certain rights that the Oakland County Brownfield Redevelopment Authority has, to wit:

• OCBRA intends to collect an administrative fee of \$5,000.00 per year for the length of the Brownfield plan; and

WHEREAS the City of Pontiac will have the opportunity to provide public comment on any Brownfield plan (including the amount of the administrative fee to be collected) before it is finally adopted by the OCBRA and/or the Oakland County Board of Commissioners;

NOW BE IT THEREFORE RESOLVED that the City of Pontiac requests that the OCBRA undertake review of the 140 South Saginaw.

Proposed Mixed-use Office Development Brownfield Plan

For the

Southwest Corner of W. Judson Street and S. Saginaw Street 140 S. Saginaw Street Pontiac, Oakland County, Michigan 48342





Brownfield Redevelopment Authority

Prepared for	1000	Prepared By
140 South Saginaw Partners, LLC c/o Walbridge 777 Woodward Avenue, Suite 300 Detroit, Michigan 48226 Attn: Mr. Adorno Piccinini, Asst. V.P./Associate Broker, Real Estate Development/Asset Management T (313) 442-1298 F (313) 234-0614 M (313) 466-9117 E apiccinini@walbridge.com W www.walbridge.com		ASSOCIATED ENVIRONMENTAL SERVICES LLC Mr. Nicholas G. Maloof, RPG President and General Counsel Associated Environmental Services, LLC 6001 North Adams Road, Suite 205 Bloomfield Hills, MI 48304 T (248) 203-9898 F (248) 647-0526 M (248) 250-2525 E ngm@associatedenvironmental.net W www.associatedenvironmental.net

Plan Preparation Date: April 20, 2018 (Revised on June 6, 2018 per Authority Approval on May 7, 2018)

Approved by the Brownfield Redevelopment Authority on: May 7, 2018, Final August 21, 2018

Α	nnroved	b	v the	Count	v C	commission on:	
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Environmental Services

Land Development

Real Estate Consulting

ASSOCIATED ENVIRONMENTAL SERVICES LLC

6001 North Adams Road, Sulte 205 Bloomfield Hills, Michigan 48304

June 6, 2018

Oakland County Brownfield Redevelopment Authority 2100 Pontiac Lake Road Building 41W Waterford, MI 48328 Attn: Mr. Brad Hansen

Associated Environmental Services, LLC Project No. 2017011601.01

RE: Proposed Mixed-use Office Development Brownfield Plan for the property located at the southwest corner of W. Judson Street and S. Saginaw Street. Commonly known as 140 S. Saginaw Street in Pontiac, Oakland County, Michigan 48342

Dear Mr. Hansen:

Pursuant to the revisions and clarifications requested by the OCBRA Board when approving this Plan on May 7, 2018, enclosed is the revised and updated Brownfield Plan for the above referenced redevelopment. Note that, as requested by OCBRA, this version of the Brownfield Plan: (1) does not include the Simple Interest calculation included in the original version; and (2) includes a flat \$5,000.00 annual Administrative Fee. The property is tax reverted and have been unoccupied for an estimated ten years or more. The property has been identified as containing soil contamination exceeding the MDEQ Generic Residential Criteria (GRCC) and therefore qualifies a "facility" in accordance with Part 201 of the Natural Resources and Environmental Protection Act (NREPA), P.A. 451 of 1994, as amended. Therefore, this Brownfield Plan is based on a "facility" status determination.

As we discussed, please review the attached Brownfield Plan, Tables and Attachments and provide your feedback regarding the proposed project and capture of Tax Increment Revenue (TIR) to reimburse both the Oakland County Local Site Remediation Revolving Fund (LBRF) and 140 South Saginaw Partners, LLC for eligible activities. The Plan incorporates: (1) the estimated cost and expenses of the eligible activities; (2) the estimated value of new construction investment into the City of Pontiac; and (3) the estimated capture of Tax Increment Revenue (TIR) from the both Local and State taxing jurisdictions.

The intent of this Brownfield Plan is to present the proposed project, outline the substantial new investment in the City of Pontiac, Oakland County, Michigan and describe the eligible activities on behalf of the developer, 140 South Saginaw Partners, LLC, which has the property under contract via a Purchase Agreement with Oakland County.

Should you have any questions or comments, please contact the undersigned at (248) 203-9898.

Sincerely,

ASSOCIATED ENVIRONMENTAL SERVICES, LLC

Vichles & Molok

Nicholas G. Maloof, RPG

Project Manager

NGM/bd

C: Users Wicholas Maloof Google Drive Walbridge 2017011601.01. pontiac bp Brown field Plan. 5-17-18 (Brown field Plan Proposed Walbridge Development. 140 S. Saginaw, Pontiac MI. Final. 8-3-18. no interest dock

Tel: 248-203-9898 / Fax: 248-647-0526 email: associatedenv@comcast.net web: www.associatedenvironmental.net

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PROJECT SUMMARY*

Project Name: Proposed 140 S. Saginaw Street project being

developed by 140 South Saginaw Partners, LLC

("Developer") c/o Walbridge LLC

Estimated Eligible Developer Reimbursable Costs: \$3,064,660.00

Estimated Years to Complete LBRF/Developer Principal Payback: 15 Years

Estimated Years to Complete LBRF/Developer Interest Payback: 0 Years¹

Estimated Years to Complete LBRF Capture: 1 Partial and 3 Full Years

Estimated Total Years to Complete All Capture: 18 Years

Estimated Investment (Construction Costs plus Eligible Activities) by Developer:

\$16,047,100.00

Annual Tax Revenue Before Project:

Taxes - Local and School	Tax ID # 64- 14-32-235-001
Estimated 2018 Tax	\$245,081
Estimated Current Tax Revenue	\$0.00
Estimated Tax Revenue Increase	\$245,081

Estimated Total Annual Local Tax Revenue Eligible for Capture After Project: \$211,141.00 in

Year 1 (the 1st year of fully completed project. See Table 3 of the TIR Tables in Appendix C for a complete breakdown between the districts)

Estimated TIR Capture for Developer Principal: \$3,064,660.00
Estimated Developer Interest Capture: \$ 0.00¹
Estimated BRA Administrative Capture: \$ 90,000.00
Estimated State BRF Capture: \$ 229,184.00
Estimated Capture for BRA LBRF: \$ 869,476.00

Estimated Total TIR Capture: \$4,253,319.00*

¹Interest is not being supported by OCBRA or City of Pontiac

^{*}Due to the calculation decimal point rounding operations of the TIR Tables, the totals of some estimated values may not match exactly

Project Overview

The property is located at 140 South Saginaw Street (the "Property"), which is part of the interior of the Woodward Loop thoroughfare, the area that makes up the downtown district of the City of Pontiac. The Property is comprised of one legal parcel that is approximately 1.3 acres in size and its predominant architectural feature is a tax reverted and unoccupied seven-story building formerly used for commercial purposes. The Property is a prominent feature and southern gateway into downtown Pontiac.

The proposed project being developed by 140 South Saginaw Partners, LLC (the "Developer") would completely transform the Property by mitigating known environmental issues, rehabilitating infrastructural elements, and completing renovating the seven-story commercial building into a state-of-the-art mixed-use office development (the "Project"). Once completed, the proposed Project would return one of Pontiac's key architectural assets to the tax rolls, create jobs and activate a largely vacant part of downtown Pontiac serving as a catalyst for additional development. These goals also are supported by "Congress for New Urbanism (CNU) – Legacy Charrette "Vision for Revitalized and Transit Ready Downtown Pontiac" Published Spring 2016 ("CNU Report"), as that report specifically includes the Property in District 4, the southern gateway to downtown Pontiac.

The proposed Project would requires mitigation of numerous environmental conditions on the Property, including: petroleum hydrocarbon and heavy metal contamination, asbestos containing materials, lead-based paint, several types of hazardous mold, and electrical equipment that may contain polychlorinated biphenyl (PCBs).

The historic record shows that the Property initially consisted of multiple parcels, and that the northern and eastern areas were used for gasoline and service station purposes from the mid-1920s through the 1950s. The scope of the environmental impact due to this past use is not clear—more investigation will be necessary to determine the full scope of impact. In 1972, the multiple parcels were combined, and the seven-story 145,000 square foot building currently on the Property was constructed. The Property has been vacant for over a decade and is currently tax reverted property owned by Oakland County.

A Phase I ESA conducted in accordance with ASTM E1527-13 and All Appropriate Inquiry (AAI) requirements was conducted by Atwell, LLC on behalf of the Developer. As prospective owner of the Property, the Developer intended to explore the possibility of redeveloping the Property for mixed-use. Atwell's Phase I ESA identified several previous environmental assessments filings with the both the applicable state (MDEQ) and federal (EPA) environmental agencies.

The MDEQ records showed two past Baseline Environmental Assessments (BEAs): Filed by LFR Levine Frank (LFR) dated November 11, 2005 and McDowell and Associates (McDowell) dated April 22, 2008. Also, the Property held an EPA RCRA Non-Generator Facility classification between 1991-2005.

Taken together, these records indicate that: (1) USTs were historically present on the Property; (2) historic uses of the Property warranted subsurface investigation (which revealed soil/groundwater contamination; further testing was recommended); and (3) the Property was a listed RCRA Facility between 1991 and 2005.

In addition, a Phase II ESA Subsurface Investigation conducted by Hillman Environmental Group dated October 6, 2004 indicates that the subsurface soil and groundwater at the Property are impacted by elevated concentrations of Volatile Organic Compounds (VOCs) and metals exceeding the MDEQ Generic Residential Cleanup Criteria (GRCC) and therefore the site qualifies as a "facility" under Part 201 of the NREPA, P.A. 451 of 1994, as amended.

Developer has undertaken, and is in the process of undertaking, Additional Due Care Phase II Environmental Site Assessment (ESA) activities to assess soil, groundwater and vapor phase contamination as part of the redevelopment process.

The Property also would qualify as "functionally obsolete¹" as well as "blighted²" under the Brownfield Redevelopment Financing Act. P.A. 381 of 1996, as amended, due to the generally poor condition of the Property, aspects of the infrastructure, as well as mechanical aspects of the building itself, as stated in a Property Condition Assessment Report prepared for the Developer by Atwell, LLC under date of November 30, 2015.

The Project will serve to revitalize the City of Pontiac's downtown district by reducing vacancy in the heart of the City. The seven-story commercial building on the Property is a key architectural feature of Pontiac's downtown district and is generally one of the first images visitors see as they approach Pontiac via northbound Woodward Avenue. The project will also significantly increase the tax base of the City of Pontiac by placing a blighted and vacant piece of prime real estate back on the tax rolls, as well as providing employment opportunities for many of the local residents.

The eligible activities described in this Brownfield Plan are related to the specific activities necessary to complete the proposed re-development. The Developer is seeking reimbursement through Tax Increment Financing (TIF) for specific Brownfield activities that pose a substantial impediment to the redevelopment of the Property and the development of the Project.

The Project will involve a complete renovation of the seven-story commercial building. In addition, the building and improvements will be used to encapsulate the known existing petroleum hydrocarbon and heavy metal contamination and act as engineering controls to prevent contact with the soil, soil vapor

¹ Under MCLA §125.2652(s) "Functionally obsolets" means, "that the property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or superadequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property."

² Under MCLA §125.2652(c) "Blighted" means property that meets any of the following criteria as determined by the governing body:

⁽i) Has been declared a public nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance.

⁽ii) Is an attractive nuisance to children because of physical condition, use, or occupancy.

⁽iii) Is a fire hazard or is otherwise dangerous to the safety of persons or property.

⁽iv) Has had the utilities, plumbing, heating, or sewerage permanently disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use.

⁽v) Is tax reverted property owned by a qualified local governmental unit, by a county, or by this state. The sale, lease, or transfer of tax reverted property by a qualified local governmental unit, county, or this state after the property's inclusion in a brownfield plan shall not result in the loss to the property of the status as blighted property for purposes of this act.

⁽vi) Is property owned by or under the control of a land bank fast track authority, whether or not located within a qualified local governmental unit. Property included within a brownfield plan prior to the date it meets the requirements of this subdivision to be eligible property shall be considered to become eligible property as of the date the property is determined to have been or becomes qualified as, or is combined with, other eligible property. The sale, lease, or transfer of the property by a land bank fast track authority after the property's inclusion in a brownfield plan shall not result in the loss to the property of the status as blighted property for purposes of this act.

⁽vii) Has substantial buried subsurface demolition debris present so that the property is unfit for its intended use,

and groundwater contamination. Appropriate environmental measures will be implemented to prevent exposure of hazardous materials to human health, safety, and the environment.

The renovation activities will be undertaken after completion of the necessary soil mitigation activities, infrastructure improvements and site preparation activities.

Estimated Amount of Investment

The Developer estimate that total investment for the environmental due diligence, soil mitigation infrastructure improvements, site remediation/engineering controls, site development, building renovation, and addition of fixtures will exceed \$16,047,100.00 comprised of a minimum of \$12,982,500.00 of Construction Costs plus an estimated \$3,064,600.00 of Eligible Activities. This capital investment will be necessary to completely renovate the Property's seven-story commercial building, provide maintenance for the adjacent parking lot, and provide continuous and on-going maintenance for the engineering controls, as necessary.

The interior of the building is in such a state of disrepair that a total renovation will be necessary to make the Property suitable for use. According to a Property Condition Assessment prepared by Atwell, virtually all interior mechanical components of the building will need to be replaced.

Full-time Jobs

According to Developer, the proposed redevelopment will create up to an estimated 400 new Full Time Equivalent (FTE) jobs within the City of Pontiac described as follows:

Job Classification	Typical Hourly Rate	Typical Hours Worked (Weekly)	Typical Annual Salary	Number of Direct Jobs Related to Project (Average per year)	Total Annual Payroll Related to Project	Duration of Jobs Created by Project	Total Project Related Payroll (salary/wages only)
Office workers, building management, grounds keeping, security and other jobs	\$30.00	40	\$62,400.00	400	\$24,960,000.00	Permanent	\$24,960,000.00
				400	\$24,960,000.00		\$24,960,000.00
ited Jobs and I	Project Pa	vroll		400	\$24.960,000.00		\$24,960,000.00
	Office workers, building management, grounds keeping, security and other jobs	Office workers, building management, grounds keeping, security and other jobs	Classification Rate Worked (Weekly) Office workers, building management, grounds keeping, security and	Classification Rate Worked (Weekly) Office workers, building management, grounds keeping, security and other jobs Hours Worked (Weekly) 40 \$62,400.00	Classification Rate Worked (Weekly) Office workers, building management, grounds keeping, security and other jobs Houry Rate Worked (Weekly) Annual Jobs Related to Project (Average per year) 400 400 400 400	Classification Rate Worked (Weekly) Office workers, building management, grounds keeping, security and other jobs Houry Rate Worked (Weekly) Annual Salary Jobs Related to Project (Average per year) S62,400.00 400 \$24,960,000.00 400 \$24,960,000.00	Classification Rate Worked (Weekly) Office workers, building management, grounds keeping, security and other jobs Classification Rate Worked (Weekly) Hours Worked (Weekly) Salary Jobs Related to Project (Average per year) S62,400.00 400 \$24,960,000.00 Permanent 400 \$24,960,000.00

The proposed job creation will benefit the City of Pontiac as the current reported U3 unemployment rate for Pontiac is 8.1% as of September 2017 compared to 4.7% for Michigan overall, 5.1% for the Detroit/Dearborn/Livonia SMSA and 4.1% nationally as of January 2018.

Construction Related Jobs

According to the General Contractor for Developer, in addition to the full-time jobs created by the project, the proposed redevelopment will create up to 90 FTE construction jobs within the City of Pontiac comprised as follows:

Phase of Construction	Job Classification	Typical Hourly Rate	Typical Hours Worked (Weekly)	Typical Annual Salary	Number of Jobs Related to Project (Average per year)	Total Annualized Payroll Related to Project	Duration of Jobs in Years Created by Project (in years based on # months construction)	Total Project Related Payroll (salary/wages & benefits only)
Site Preparation & Vertical Construction	Construction Tradesmen and affiliated workers	\$55.00	40	\$114,400.00	90	\$10,296,000.00	1.3	\$13,384,800.00
Construction Phase Total					90	\$10,296,000.00	1.3	\$13,384,800.00

Brownfield Incentives

This Plan has been prepared to provide for Tax Increment Financing, from Local and State School Tax Capture, for reimbursement of eligible activities necessary to redevelop the Property. This Plan also incorporates collection of TIR by the Oakland County Local Remediation Revolving Fund (LBRF) after repayment to Developer for the eligible activities. The eligible activities including but not limited to Phase I ESA, Phase II ESA, BEA, 7a Due Care Plan, Additional Due Care Phase II ESA activities, remediation and engineering controls, Post-development 7a Due Care Plan, Brownfield and Act 381 Work Plan preparation and development related Hazardous Materials (Asbestos, Lead Paint, Mold, PCBs, etc.) Abatement, Demolition, Site Preparation and Infrastructure. The Developer will advance the entire cost of the eligible activities being performed on the Property under this Plan. All TIR generated by the Property through the Plan will be used to (1) reimburse Developer for all eligible activities, (2) pay up to 10% of the TIR toward BRA Management Fees and up to five (5) years of Local Brownfield Revolving Fund (LBRF) TIR Capture. Developer reserves the right to apply for additional incentives including Oakland County and MDEQ Grants & Loans, Oakland County PACE, Community Revitalization Program (CRP) grants & loans and other programs/ sources that may lessen the total TIR required to be captured.

I. INTRODUCTION AND PURPOSE

Oakland County, Michigan has established a Brownfield Redevelopment Authority pursuant to the provisions of the Brownfield Redevelopment Financing Act, M.C.L. §125.2651 *et seq.* Based upon a referral from the City of Pontiac to the Oakland County Brownfield Redevelopment Authority (hereinafter the "Authority"), this Brownfield Plan ("Plan") applies to the proposed Mixed-use Office Redevelopment Project within the boundaries of the City of Pontiac, Oakland County, Michigan (the "Project"). The proposed Project is being developed by 140 South Saginaw Partners, LLC ("Developer"), c/o Walbridge, LLC; Attn: Mr. Adorno Piccinini.

The Property is located at 140 South Saginaw Street in Pontiac, Oakland County, Michigan 48342 and is generally located west of S. Saginaw Street, north of Whittemore Street, east of Woodward Avenue, and South of W. Judson Street ("Property"). The Property is comprised of one tax parcel identified as Tax Parcel No.: 63-14-32-235-001.

Historic records show that the northern and eastern portions of the Property were used for gasoline and automotive service station purposes between the mid-1920s through the 1950s. The parcels comprising the Property were combined in 1972, at which point a seven-story commercial building was constructed. The Property has been vacant and unoccupied for over a decade as of early-2018 and is currently tax reverted and owned by Oakland County. Developer has entered into a Real Estate Purchase Agreement and a Development Agreement with Oakland County to acquire and redevelop the Property.

As part of the redevelopment process, the Developer conducted preliminary environmental due diligence activities comprised of a Phase I Environmental Site Assessment (ESA), Asbestos, Lead Based Paint and Mold Assessment and Property Condition Assessment (PCA).

Based on the results, the Property is contaminated at concentrations exceeding the MDEQ Generic Residential Cleanup Criteria (GRCC). In addition, two prior BEAs were filed with the MDEQ: McDowell and Associates (dated April 22, 2008) and LFR Levine Frank (dated November 11, 2005).

The parcel information obtained from Oakland County Records is outlined below:

Parcel Address	Parcel Number	Facility per Part 201?
140 S. Saginaw	64-14-32-235-001	Yes

Please see **Attachment A** for Legal Description information and **Attachment B** for Location Maps and Aerial Site Plan/General Concept Plans.

As the parcel qualifies as a "facility", the entire development is eligible for Tax Increment Financing (TIF) reimbursement of eligible activities as a "Brownfield" under P.A. 381 of 1996, as amended. See MCLA 125.2663(13)(1) Brownfield plan; provisions.

It is anticipated that 2018 will be the base year of the Brownfield Plan with tax increment revenue ("TIR") capture expected to commence in 2019. However, Developer reserves the right to delay capture as allowed under P.A. 381 of 1996, as amended.

The purpose of this Plan, to be implemented by the Authority, is to satisfy the requirements for a Brownfield Plan as specified in the Brownfield Redevelopment Financing Act, P.A. 381 of 1996, as amended, to authorize tax increment financing ("TIF") of eligible activities and the collection of tax increment revenue ("TIR"), and to authorize the application for Michigan Community Revitalization Program ("CRP") incentive and other available incentives for eligible properties, if available, at the option of Developer.

II. GENERAL DEFINITIONS AS USED IN THIS PLAN

All terms used in this Brownfield Plan are defined as provided in the following statutes, as appropriate:

- ♦ The Brownfield Redevelopment Financing Act, 1996 Mich. Pub. Acts 381, M.C.L. § 125.2651 et seq., as amended.
- ♦ The Natural Resources and Environmental Protection Act, 1994 Mich. Pub. Acts 451, M.C.L. § 324.20101 et seq., as amended.

III. DESCRIPTION OF PROJECT

The property is located at 140 South Saginaw Street (the "Property"), which is part of the interior of the Woodward Loop thoroughfare—the area that makes up the downtown district of the City of Pontiac. The Property is comprised of one legal parcel that is approximately 1.3 acres in size and its predominant architectural feature is a tax reverted and unoccupied seven-story building formerly used for commercial purposes. The Property is a prominent feature and southern gateway into downtown Pontiac.

The current very poor condition of the Property is an impediment to its redevelopment. The Property is contaminated at concentrations exceeding the MDEQ GRCC, in addition, the building interior and exterior envelope are in very poor condition with severe interior damage due to water intrusion, vandalism, the illicit removal of interior mechanical and plumbing systems, asbestos, mold and other hazardous materials, making it unusable in its current condition. Many of the building's metal fixtures have been removed illegally and haphazardly by trespassers. Incentives are necessary to equalize the costs of re-developing the Property (versus developing a Greenfield site) and "level the playing field" to make redevelopment of the Property feasible.

The proposed Project being developed by Developer includes the complete renovation of the building and building systems as well as the paved parking and landscaped areas. As part of the proposed Project, necessary remedial activities will be undertaken by Developer to install engineering controls to encapsulate the known existing petroleum hydrocarbon and heavy metal contamination and/or remove contaminated soils and groundwater to prevent contact with the soil, soil vapor and/or groundwater contamination to render the site safe for its intended use.

Facility Status of Property

Based on the Phase I ESA Report prepared by Atwell, LLC (Atwell) under date of December 4, 2015, Atwell identified the following:

- Information gathered during the site investigation and a review of aerial photographs, fire insurance maps, historical address indexes and municipal records, Atwell concluded that the subject site has been developed with the current commercial office building since 1972. Prior to 1972, the subject site was developed with multiple structures (including filling stations, automobile repair businesses, residential dwellings, and restaurants) back to at least 1888 (as depicted in the Sanborn Maps).
- Several subsurface investigations (identified below) have been completed by other consultants to address the historical filling station operations at the subject site and north adjoining property. Review of previous subsurface investigation reports and extensive ground penetrating radar (GPR) studies indicates that the historical on-site USTs were likely removed as part of site redevelopment activities.
- During the course of this Phase I ESA, Atwell was provided the opportunity to review several previous environmental reports completed for the subject site, including: (1) BEA completed by McDowell & Associates (McDowell), dated April 22, 2008; (2) BEA completed by LFR Levine Fricke (LFR), dated November 11, 2005; Phase II Subsurface Investigation report completed by Hillman Environmental Group, LLC (Hillman), dated October 6, 2004. RECs identified for the subject site by other consultants include: (1) historical gas station and automobile service/repair operations on the northern and eastern portions of the property from the 1920s through 1950s; (2) historical battery shop, auto repair shop, and paint/linoleum store on the eastern portion of the property from the 1920s through 1950s; (3) a historical UST depicted at the east adjacent property in the 1924 Sanborn Map; historical UST depicted at the east adjacent property in the 1924 Sanborn Map; and (4) elevated levels of VOCs and metals identified in soil and groundwater at concentrations exceeding applicable criteria following the completion of several subsurface investigations.
- Based on the demonstrated soil and groundwater contamination, the subject site qualifies as a "facility" as defined in Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994.

According to the Atwell Phase I ESA, the, "...testing completed during previous subsurface investigations did not include a full list of parameters typically associated with automobile service/repair stations...at each soil boring location; thus did not adequately address historical uses of the subject site." Additional soil, groundwater and soil vapor investigative activities will be required as part of pre-development due diligence activities for the Project to determine the full extent of the contamination and determine the specific remedial measures necessary to render the site safe for its intended use.

In addition, appropriate environmental precautions will be implemented to prevent exposure of hazardous materials to human health, safety, and the environment during the renovation process.

A. Community Impact / Public Benefit

The public benefit of incentivizing the project include the revitalization of the City of Pontiac's downtown district. The proposed project involves a minimum capital investment of \$16,047,100.00 including construction costs and Eligible Activities and will result in a dramatic increase to the City's tax revenue once the project is complete. In addition, a project on the scale

of the Developer's proposal will offer employment opportunities for city residents, and likely attract new residents, which would boost to the City's housing market.

The Project will serve to revitalize the City of Pontiac's downtown district by reducing vacancy in the heart of the City. The seven-story commercial building on the Property is a key architectural feature of Pontiac's downtown district and is generally one of the first images visitors see as they approach Pontiac via northbound Woodward Avenue. The project will also significantly increase the tax base of the City of Pontiac by placing a blighted and vacant piece of prime real estate back on the tax rolls, as well as providing employment opportunities for many of the local residents.

The Property is a key architectural piece of the heart City of Pontiac, as well as the gateway of the City for northbound Woodward Ave. commuters, and yet has been vacant over a decade. The Developer's proposed Project is designed to revitalize the south end of the downtown district of the City of Pontiac and contribute to the character by enhancing the community's prestige overall, in addition to the multiple tax benefits the project will yield to the City. The proposed project places a high-profile, but difficult to develop, property back on the tax rolls, which will provide benefits to local residents.

The proposed project will also contribute to a significant increase in the population density of the downtown area. This will be a key factor in both the Developer's ability to attract tenants, as well as the City's ability to attract new development. The proposed project, coupled with other redevelopment projects currently underway in downtown Pontiac, will not only provide revitalization to the individual properties, but to the downtown area as a whole.

The proposed redevelopment project will be an integral component in the overall effort to build a more vibrant and developed downtown Pontiac—a goal that every resident can get behind. In fact, the Property is referenced in the "Congress for New Urbanism (CNU) – Legacy Charrette "Vision for Revitalized and Transit Ready Downtown Pontiac" Published Spring 2016 ("CNU Report").

According to the CNU Report, the Property is located in the area designated as "District 4: South District" by the CNU study, which describes the area as follows:

- This District is comprised of two office towers, community buildings and vacant lots, cutoff from Downtown.
- Development Proposals included infill business and residential development, new node and improved connections to Saginaw and Transportation Center.
- The recommended development approach: Principally a private venture (private developer and private users).
- The area has the potential to be a southern gateway into Downtown.
- A mix of uses would be appropriate, including retail, offices, light industrial and some residential.

Short-term goals are described as:

- Improve pedestrian connections west to the Transportation Center and north to Saginaw;
- Facilitate easy vehicular access from Woodward Avenue into the District; and
- Create a new node at the intersection of S. Saginaw and Whittemore St.

Long-term goals are described as:

- In conjunction with the reestablishment of Saginaw and downgrading of the Woodward Loop redirect traffic through the South District; and
- Infill blocks with a mix of uses and building types, and retrofit existing buildings

The proposed Project fulfills several of these short and long term goals simultaneously by revitalizing one of the two existing office towers in the District, using a private developer with both private capital and public funding (Brownfield TIF, etc.), improving the pedestrian connections to Saginaw Street and across Woodward Avenue to the west to the existing Transportation Center and stimulating demand in the zoned Downtown District.

Estimated Amount of Investment

Developer estimates that total investment for environmental due diligence, soil mitigation infrastructure improvements, site remediation/engineering controls, site development, and building renovations will exceed \$16,047,100.00. The total of \$16,047,100.00 is based upon Developer' preliminary construction budget, given the projected scope of the project (not including land cost).

As projected by Developer, it is anticipated that the proposed new development will be constructed at an estimated cost that will exceed \$16,047,100.00, comprised of a minimum of \$12,982,500.00 of Construction Costs plus an estimated \$3,064,600.00 of Eligible Activities. Allocated on a per square foot basis for the estimated 160,000 square foot building, the cost exceeds \$97.62 per square foot, not including soft costs and currently unknown additional estimated environmental and site preparation costs. The estimated total investment of approximately \$15,107,316.00 to re-develop the Property will result in an increase in the existing assessed and taxable values, as presented in the table below, as calculated by the millage rates provided by the Oakland County Equalization Office.

Parcel Address	Parcel Number	2018 Assessed Value ¹	2018 Taxable Value ¹	2020 Assessed Value (Developed as Anticipated) ¹	2020 Taxable Value (Developed as Anticipated) 1
140 S. Saginaw	63-14-32-235-001	\$0	\$0	\$12,982,500	\$3,894,750
	TOTAL	\$0	\$0	\$12,982,500	\$3,894,750

¹Values provided by the Oakland County Equalization on January 30, 2018 based on a December 31, 2018 re-valuation and are subject to further verification.

Assessed Value: The Assessed Value is determined by a property's market value. The Assessed Value represents 50% of the Market Value or True Cash Value. Set by the assessor, the Assessed Value when multiplied by two will give an epproximate market value of the property. The assesser is constitutionally required to set the assessed value at 50% of the usual selling price or true cash value of the property. Assessed Value is generally the same as State Equalized Value unless an equalization factor has been applied by the county in which the property is located or the State.

State Equalized Value (SEV): SEV is the assessed value that has been adjusted following county and state equalization. The County Board of Commissioners and the Michigan State Tax Commission must review local assessments and adjust (equalize) them if they are above or below the constitutional 50% level of assessment. State Equalized Value is generally one half (1/2) of the property's True Cash Value.

True Cash Value: The fair market value or the usual selling price of property.

Taxable Value: A property's taxable value is the value used for determining the property owner's tax liability. Multiplying the Taxable Value by the local millage rate will determine your tax liability. Taxable Value increases from year to year by the rate of inflation or 5%, whichever is lower. Transfers of ownership and improvements to the property will increase the taxable value more than the rate of inflation but never more than the assessed value. Taxable value may not be the same as the property's True Cash Value, Assessed Value, or State Equalized Value, but may not be greater than the property's Assessed Value or State Equalized Value.

Note that in order to be conservative when calculating the estimated Tax Increment Revenue (TIR) payback period, AES further revised this value. The estimated 16 year Plan duration is based on the estimated investment being \$12,982,500.00 and calculating a Taxable Value by taking fifty percent (50%) of the estimated investment and using a sixty percent (60%) valuation reduction factor to adjust for the Pontiac market. Based on that formula, (\$12,982,500.00/2)*0.6 = \$3,894,750.00 was used to calculate the real property taxes using

City of Pontiac millage rates obtained from Oakland County Equalization. Based on the estimated new Tax Increment Revenue (TIR) and the total value of Eligible Activities, fixed BRA Management Fee of \$5,000.00 annually and estimated Local Brownfield Revolving Fund (LBRF) capture, 16 years are needed to fully reimburse the Developer and allow 1 partial and 3 years of LBRF capture.

Full-time Jobs

According to Developer, the proposed redevelopment will create up to an estimated 400 new Full Time Equivalent (FTE) jobs within the City of Pontiac described as follows:

Phase of Operation	Job Classification	Typical Hourly Rate	Typical Hours Worked (Weekly)	Typical Annual Salary	Number of Direct Jobs Related to Project (Average per year)	Total Annual Payroll Related to Project	Duration of Jobs Created by Project	Total Project Related Payroll (salary/wages only)
Project Completion	Office workers, building management, grounds keeping, security and other jobs	\$30.00	40	\$62,400.00	400	\$24,960,000.00	Permanent	\$24,960,000.00
New					400	\$24,960,000.00		\$24,960,000.00
Total Falls	4.1 1.1) : 4 N			1 400	l e24 aca aan aa		[\$24 0K0 000 00
(Annually)	ated Jobs and I	roject Pa	iyrou		400	\$24,960,000.00		\$24,960,000.00

The proposed job creation will benefit the City of Pontiac as the current reported U3 unemployment rate for Pontiac is 8.1% as of September 2017 compared to 4.7% for Michigan overall, 5.1% for the Detroit/Dearborn/Livonia SMSA and 4.1% nationally as of January 2018.

Construction Related Jobs

According to the General Contractor for Developer, in addition to the full-time jobs created by the project, the proposed redevelopment will create up to 90 FTE construction jobs within the City of Pontiac comprised as follows:

Phase of Construction	Job Classification	Typical Hourly Rate	Typical Hours Worked (Weekly)	Typical Annual Salary	Number of Jobs Related to Project (Average per year)	Total Annualized Payroll Related to Project	Duration of Jobs in Years Created by Project (in years based on # months construction)	Total Project Related Payroll (salary/wages & benefits only)
Site Preparation & Vertical Construction	Construction Tradesmen and affiliated workers	\$55.00	40	\$114,400.00	90	\$10,296,000.00	1.3	\$13,384,800.00
Construction Phase Total					90	\$10,296,000.00	1.3	\$13,384,800.00

IV. THE PROPERTY ADDRESSED IN THIS PLAN IS ELIGIBLE PROPERTY

The Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, is:

"AN ACT to authorize municipalities to create a brownfield redevelopment authority to facilitate the implementation of brownfield plans; to create brownfield redevelopment zones; to promote the revitalization, redevelopment, and reuse of certain property, including, but not limited to, tax reverted, blighted, or functionally obsolete property; to prescribe the powers and duties of brownfield redevelopment authorities; to permit the issuance of bonds and other evidences of indebtedness by an authority; to authorize the acquisition and disposal of certain property; to authorize certain funds; to prescribe certain powers and duties of certain state officers and agencies; and to authorize and permit the use of certain tax increment financing."

M.C.L. §125.2652(p) of the Brownfield Redevelopment Financing Act defines "eligible property" to include "property for which eligible activities are identified under a brownfield plan that was used or is currently used for commercial, industrial, public, or residential purposes, including personal property located on the property, to the extent included in the brownfield plan, and that is 1 or more of the following:

- (i) Is in a qualified local governmental unit and is a facility or a site or property as those terms are defined in part 213, historic resource, functionally obsolete, or blighted and includes parcels that are adjacent or contiguous to that property if the development of the adjacent and contiguous parcels is estimated to increase the captured taxable value of that property.
- (ii) Is not in a qualified local governmental unit and is a facility or a site or property as those terms are defined in part 213, and includes parcels that are adjacent or contiguous to that property if the development of the adjacent and contiguous parcels is estimated to increase the captured taxable value of that property." M.C.L. §125.2652(o). Eligible property includes "personal property located on the property." *Id*.
- (iii) Is tax reverted property owned or under the control of a land bank fast track authority.
- (iv) Is a transit-oriented development or transit-oriented property.
- (v) Is located in a qualified local governmental unit and contains a targeted redevelopment area.
- (vi) Is undeveloped property that was eligible property in a previously approved brownfield plan abolished under section 14(8).
- (vii) Eligible property does not include qualified agricultural property exempt under section 7ee of the general property tax act, 1893 PA 206, MCL 211.7ee, from the tax levied by a local school district for school operating purposes to the extent provided under section 1211 of the revised school code, 1976 PA 451, MCL 380.1211.

- M.C.L. § 125.2652(r) "Facility" means that term as defined in section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101.
 - M.C.L § 324.20101(s) "Facility" means any area, place, parcel or parcels of property, or portion of a parcel of property where a hazardous substance in excess of the concentrations that satisfy the cleanup criteria for unrestricted residential use (emphasis added) has been released, deposited, disposed of, or otherwise comes to be located. Facility does not include any area, place, parcel or parcels of property, or portion of a parcel of property where any of the following conditions are satisfied:
 - (i) Response activities have been completed under this part or the comprehensive environmental response, compensation, and liability act, 42 USC 9601 to 9675, that satisfy the cleanup criteria for unrestricted residential use.
 - (ii) Corrective action has been completed under the resource conservation and recovery act, 42 USC 6901 to 6992k, part 111, or part 213 that satisfies the cleanup criteria for unrestricted residential use.
 - (iii) Site-specific criteria that have been approved by the department for application at the area, place, parcel of property, or portion of a parcel of property are met or satisfied and hazardous substances at the area, place, or property that are not addressed by site-specific criteria satisfy the cleanup criteria for unrestricted residential use.
 - (iv) Hazardous substances in concentrations above unrestricted residential cleanup criteria are present due only to the placement, storage, or use of beneficial use byproducts or inert materials at the area, place, or property in compliance with part 115.
 - (v) The property has been lawfully split, subdivided, or divided from a facility and does not contain hazardous substances in excess of concentrations that satisfy the cleanup criteria for unrestricted residential use.
 - (vi) Natural attenuation or other natural processes have reduced concentrations of hazardous substances to levels at or below the cleanup criteria for unrestricted residential use.
- M.C.L. § 125.2652(o) "Eligible activities" or "eligible activity" means 1 or more of the following: (i) For all eligible properties, eligible activities include all of the following:
 - (A) Department specific activities.
 - (B) Relocation of public buildings or operations for economic development purposes.
 - (C) Reasonable costs of environmental insurance.
 - (D) Reasonable costs incurred to develop and prepare brownfield plans, combined brownfield plans, or work plans for the eligible property, including legal and consulting fees that are not in the ordinary course of acquiring and developing real estate.
 - (E) Reasonable costs of brownfield plan and work plan implementation, including, but not limited to, tracking and reporting of data and plan compliance and the reasonable costs

incurred to estimate and determine actual costs incurred, whether those costs are incurred by a municipality, authority, or private developer.

- (F) Demolition of structures that is not a response activity.
- (G) Lead, asbestos, or mold abatement.
- (H) The repayment of principal of and interest on any obligation issued by an authority to pay the costs of eligible activities attributable to an eligible property.
- (ii) For eligible properties located in a qualified local unit of government, or an economic opportunity zone, or that is a former mill, eligible activities include:
 - (A) The activities described in subparagraph (i).
 - (B) Infrastructure improvements that directly benefit eligible property.
 - (C) Site preparation that is not a response activity.
- (iii) For eligible properties that are owned by or under the control of a land bank fast track authority, or a qualified local unit of government or authority, eligible activities include:
 - (A) The eligible activities described in subparagraphs (i) and (ii).
 - (B) Assistance to a land bank fast track authority in clearing or quieting title to, or selling or otherwise conveying, property owned by or under the control of a land bank fast track authority or the acquisition of property by the land bank fast track authority if the acquisition of the property is for economic development purposes.
 - (C) Assistance to a qualified local governmental unit or authority in clearing or quieting title to, or selling or otherwise conveying, property owned by or under the control of a qualified local governmental unit or authority or the acquisition of property by a qualified local governmental unit or authority if the acquisition of the property is for economic development purposes.
- (iv) For eligible activities on eligible property that is included in a transformational brownfield plan, any demolition, construction, restoration, alteration, renovation, or improvement of buildings or site improvements on eligible property, including infrastructure improvements that directly benefit eligible property.

Under MCL §125.2652(1), "Department specific activities" means baseline environmental assessments, due care activities, response activities, and other environmentally related actions that are eligible activities and are identified as a part of a brownfield plan that are in addition to the minimum due care activities required by part 201, including, but not limited to:

- (i) Response activities that are more protective of the public health, safety, and welfare and the environment than required by section 20107a, 20114, or 21304c of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20107a, 324.20114, and 324.21304c.
- (ii) Removal and closure of underground storage tanks pursuant to part 211 or 213.
- (iii) Disposal of solid waste, as defined in part 115 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.11501 to 324.11554, from the eligible property, provided it was not generated or accumulated by the authority or the developer.
- (iv) Dust control related to construction activities.
- (v) Removal and disposal of lake or river sediments exceeding part 201 criteria from, at, or related to an economic development project where the upland property is either a facility or would become a facility as a result of the deposition of dredged spoils.
- (vi) Industrial cleaning.

(vii) Sheeting and shoring necessary for the removal of materials exceeding part 201 criteria at projects requiring a permit pursuant to part 301, 303, or 325 of the natural resources and environmental protection act,

1994 PA 451, MCL 324.30101 to 324.30113, MCL 324.30301 to 324.30328, or MCL 324.32501 to 324.32515a.

(viii) Lead, mold, or asbestos abatement when lead, mold, or asbestos pose an imminent and significant threat to human health.

The Activities Identified In the Plan Are Eligible Activities. The eligible activities are identified in Section V(B) of this Plan.

The Property Was Used for Commercial Purposes. Based on information gathered during the site investigation, interviews with appropriate parties, review of aerial photographs, review of Sanborn maps, review of historical address listings, and review of municipal records, the subject property was developed for commercial use sometime around 1926. Historical use includes gas station/service stations on the eastern and northern parts of the parcel. There is the known use, storage and handling of petroleum products and other hazardous materials at the eastern portion of the site including fuel oil ASTs, petroleum USTs and dispenser islands, and in-ground hydraulic hoists. Previous site assessment conducted at the site confirmed subsurface contamination at concentrations greater than the MDEQ Generic Residential Cleanup Criteria (GRCC) qualifying the subject site as a "facility" as that term is defined under Part 201.

Information obtained from the historical records review shows that the Property initially consisted of multiple parcels, and that the northern and eastern areas were used for gasoline and service station purposes from the mid-1920s through the 1950s. Uses identified for the subject site include: (1) historical gas station and automobile service/repair operations on the northern and eastern portions of the property from the 1920s through 1950s; (2) historical battery shop, auto repair shop, and paint/linoleum store on the eastern portion of the property from the 1920s through 1950s; and (3) a historical UST depicted at the east adjacent property in the 1924 Sanborn Map; historical UST depicted at the east adjacent property in the 1924 Sanborn Map. In 1972, the multiple parcels were combined, and the seven-story 145,000 square foot building currently on the Property was constructed. The Property has been vacant for over a decade and is currently tax reverted property owned by Oakland County.

The Property has been deemed to qualify as a "facility" due to the presence of petroleum hydrocarbon and heavy metal contamination exceeding the MDEQ GRCC. A copy of the Phase II ESA Report is attached as Attachment D.

Based upon the foregoing, the Property identified by this Plan is therefore eligible under P.A. 381, as amended, for reimbursement of the planned activities.

V. BROWNFIELD PLAN REQUIREMENTS OF M.C.L. § 125.2663

M.C.L. §125.2663 requires several items to be included in a Brownfield Plan. These items are addressed below.

A. Description of Costs to Be Paid for With Tax Increment Revenues

A description of the costs of the plan intended to be paid for with the tax increment revenues..." M.C.L. § 125.2663(2)(a).

Cost Summary. The following summary lists potential costs based on initial preliminary due diligence and site investigation results. This plan seeks approval of the following activities, which include, but not limited to: (a) Phase I ESA, BEA and Due Care Plan; (b) Additional Due Care Phase II ESA activities; (c) Remediation/Soil Vapor Mitigation; (d) Asbestos, Lead and Mold Abatement; (e) Demolition; (f) Site Preparation and Infrastructure Related activities; (g) Brownfield Plan Preparation; (h) Health and Safety Plan Preparation; and (i) Response Activities. Please see Tables 1 and 2 for a detailed listing of eligible activities. All reimbursements are proposed to be obtained from tax increment revenues derived from Local and State School Taxes.

Tax increment revenues will be used to reimburse the Developer for the eligible activities generally described in (a) through (i), above, all eligible activities permitted under the Brownfield Redevelopment Financing Act. The activities would generally be implemented in a phased approach, in the following order:

- a. As much as \$34,800.00 may be spent conducting Baseline Environmental Assessment (BEA) activities conducting due diligence for the project (Phase I ESA, Phase II ESA Consulting, BEA, Preliminary Section 7a Due Care Plan, and other environmental due diligence activities).
- b. As much as \$2,800.00 may be spent preparing a Revised Section 7a Due Care Plan for the project;
- c. As much as \$30,000.00 may be spent preparing the Brownfield Plan, Act 381 Work Plan and Supporting Documents plus Related Consulting, and integral documents, including applications, for the project.
- d. As much as \$33,500.00 may be spent for completion of the Additional Due Care Phase II ESA Activities/Additional Due Care Phase II ESA Reporting Activities for the project;
- e. As much as \$50,000.00 may be spent for Pump & Treat of Contaminated Groundwater During Construction for the project;
 - f. As much as \$25,000.00 may be spent for Soil Verification Sampling for the project;
 - g. As much as \$2,500.00 may be spent for Health & Safety Plan for the project;

- h. As much as \$15,000.00 may be spent on Project Management activities managing the eligible activities;
- i. As much as \$3,000.00 may be spent for Remediation related Soil Erosion Measures for the project;
- j. As much as \$30,00.00 may be spent for Remediation Greenspace Encapsulation Incremental Costs and related Engineering/Deed Restrictions/Institutional Controls for the project;
- k. As much as \$50,000.00 may be spent for Remediation Encapsulation of Building and Parking Lot Areas Incremental Costs and related Engineering/Deed Restrictions/Institutional Controls for the project;
- 1. As much as \$35,000.00 may be spent for Soil Vapor Assessment and Pilot Test activities for the project;
- m. As much as \$250,000.00 may be spent for Soil Vapor Barriers/Sub-slab Depressurization System and related engineering for the project;
- n. As much as \$5,000.00 may be spent for Due Care related Engineering Control Work Plans, Engineering Specifications and Reports;
- o. As much as \$15,000.00 may be spent for Hoist, Trench, and former equipment Removal Related Activities for the project;
- p. As much as \$25,000.00 may be spent for UST Removal and Closure Related Activities for the project;
- q. As much as \$12,000.00 may be spent for UST Removal and Closure Observation Related Activities for the project;
- r. As much as \$4,500.00 may be spent for Additional Response related Work Plans, Engineering, Specifications and Reports for the project;
- s. A contingency of \$88,965.00 for MDEQ eligible activities approximating 15% of estimated project costs is established to address unanticipated conditions that may be discovered during the implementation of site activities as required under P.A. 381 of 1996, as amended.
- t. As much as \$250,000.00 may be spent for Engineering, Design and Planning related to the HMEA, Hazardous Materials Abatement (ACM, LBP, Mold, PCBs, etc.), Air Monitoring, and Demolition activities and management;
- u. As much as \$10,000.00 may be spent for Bid Specs and Bid Evaluation for the project;
- v. As much as \$35,000.00 may be spent for Pre Demolition Hazardous Materials Environmental Assessment (HMEA) for the project;

- w. As much as \$15,000.00 may be spent on site security that may include fencing, security guards or other necessary measures to help prevent site access during the Hazardous Materials Abatement activities:
- x. As much as \$617,490.00 may be spent for Pre Demolition Asbestos, Lead and Mold (Hazardous Materials) Abatement for the project;
- y. As much as \$977,245.00 may be spent for Demolition of Building (Interior and Exterior including demolition and disposal, utility disconnect and removal) for the project;
- z. As much as \$61,000.00 may be spent for Demolition Engineering, Design and Management, Project Management, Bid Specs, Bidding and Bid Evaluation, and Health Safety Plan for the project;
- aa. As much as \$50,000.00 may be spent for Utility Connection and Installation for the project;
- bb. As much as \$5,000.00 may be spent for Geotechnical Testing & Evaluation for the project;
- cc. As much as \$25,000.00 may be spent for Soil Mitigation Infrastructure related activities (testing) for the project;
- dd. A contingency of \$306,860.00 for MEDC eligible activities approximating 15% of estimated project costs is established to address unanticipated conditions that may be discovered during the implementation of site activities as required under P.A. 381 of 1996, as amended.
- ee. Certain expenses incurred before approval of the Plan may be reimbursed, at the discretion of the Authority, including BEA and other due diligence related activities. Based on conversations, emails and meetings with Mr. Brad Hansen of the Authority, pre-plan approval expenses have already been incurred. The Authority has agreed that all eligible activities incurred prior to Plan approval shall be included in the Plan and for those eligible activities to be reimbursed by the Authority.
- ff. Reasonable and actual administrative and operating expenses of the Authority permitted to be reimbursed pursuant to Section 13b(7) of the Brownfield Redevelopment Financing Act or otherwise. For purposes of this Plan, the Authority has elected to collect an annual fixed Administrative Fee of Five Thousand Dollars and No Cents (\$5,000.00) of the local TIR for the life of the Plan.

Activities related to Geotechnically Non-viable Soil Removal, Parking Structure, and Site Preparation (excavation, rough and finished grading, etc.) were removed from this Plan at the request of the Authority and, if such activities and costs are necessary for the Project, the Authority has requested Developer to prepare an amended Plan reflecting any such activities and costs for review and possible approval.

All activities are eligible activities necessary to render the Property safe for its intended use as a Mixed-use Office Building are intended to be "eligible activities" under the Brownfield Redevelopment Financing Act.

The estimated costs outlined in a-ff, above, may increase or decrease depending on the nature and extent of any unknown or unanticipated conditions on the Property. As long as the total costs, including being adjusted by the 15% contingency factor, have not exceeded the total estimated eligible activities amount of \$3,064,660.00, the line item costs of the Eligible Activities outlined above may be adjusted between the Eligible Activities after the date this Plan is approved without the need for any additional approval from the City of Pontiac, Oakland County or the Authority, to the extent those adjustments do not violate the terms of any MDEQ or MEDC/MSF approved work plan, if any. If necessary, this Plan may also be amended to add eligible activities and their respective costs.

The actual cost of eligible activities in this Plan that will qualify for reimbursement from tax increment revenues (TIR) generated from the Property and shall be governed by the terms of the Reimbursement Agreement between the Developer and the Authority (the "Reimbursement Agreement"). No costs of eligible activities will be qualified for reimbursement except to the extent permitted by the Brownfield Plan in accordance with the terms and conditions of the Reimbursement Agreement. The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities subject to payment, provided that the total cost of eligible activities subject to payment or reimbursement under the Reimbursement Agreement shall not exceed the estimated costs set forth above by more than 15% without requiring an amendment to this Plan. Developer estimates that it will incur up to \$712,065.00 for MDEQ eligible activities and \$2,352,595.00 for MEDC/MSF eligible activities, including the 15% contingency required under the statute.

Capture of School Taxes. This Plan provides for the capture of taxes levied for school operating purposes (State Education Tax (SET) and School Operating Tax) from the Property. However, as the approval of School Tax Capture is at the discretion of the MDEQ and MEDC/MSF, all eligible activities shall be reimbursable from Local Taxes unless School Tax Capture is approved by the agency responsible for the eligible activity(ies), then reimbursement will be from a combination of both Local and School Taxes.

B. Brief Summary of the Eligible Activities

A brief summary of the eligible activities that are proposed for each eligible property..." M.C.L. § 125.2663(2)(b).

The eligible activities will include the activities identified in a-ff, above, and are generally summarized as: (a) Phase I ESA, BEA and Due Care Plan; (b) Additional Due Care Phase II ESA activities; (c) Remediation/Soil Vapor Mitigation; (d) Site Preparation and Infrastructure Related activities; (e) Brownfield Plan Preparation; (f) Health and Safety Plan Preparation; and (g) Additional Response activities. All reimbursements are proposed to be obtained from tax increment revenues derived from Local and State School Taxes

C. Estimate of Captured Taxable Value and Tax Increment Revenues

An estimate of the captured taxable value and tax increment revenues for each year of the plan from the eligible property. The plan may provide for the use of part or all of the captured taxable value, including deposits in the local brownfield revolving fund, but the portion intended to be used shall be clearly stated in the plan. The plan shall not provide either for an exclusion from captured taxable value of a portion of the captured taxable value or for an exclusion of the tax levy of 1 or more taxing jurisdictions unless the tax levy is excluded from tax increment revenues in section 2(ss), or unless the tax levy is excluded from capture under section 15. M.C.L. § 125.2663(2)(c).

See Attachment \mathbb{C} for spreadsheets depicting estimated tax increment revenues for each year of the plan. Please note that these summaries are based on the renovation of one 145,000 square foot building and site improvements and the final projected value for tax purposes will depend upon the determination of the City of Pontiac and Oakland County Equalization Office.

The final site plans, engineering drawings and permits are subject to approval by the City of Pontiac. This Plan will be interpreted to incorporate any required or requested changes to the final site plan, costs and expenses, etc. without necessitating any other approval or amendment to this Plan.

The initial taxable value of the eligible property shall be based on the 2018 taxable value as base year for initial value, currently identified as follows:

Parcel Address	Parcel Number	2018 Assessed Value ¹
140 S. Saginaw	64-14-32-235-001	\$0
	TOTAL	\$0

¹Values provided by the Oakland County Equalization on January 30, 2018.

D. Method of Financing and Description of Advances by the Municipality

The method by which the costs of the plan will be financed, including a description of any advances made or anticipated to be made for the costs of the plan from the municipality. M.C.L. § 125.2663(2)(d).

It is anticipated that the Authority will authorize the Plan to capture TIR from the project to reimburse the Developer for the actual costs of the eligible activities, as well as up to 5 years of TIR Capture for deposit into the LBRF. In addition, it is anticipated that the Authority will also collect a \$5,000.00 annual fixed fee for Administrative Costs.

The Developer, Authority and LBRF will be reimbursed for the eligible costs solely from tax increment revenues from the eligible property pursuant to the terms of the Reimbursement Agreement(s) and/or Loan Agreement(s) between the Developer, LBRF and Authority. The Authority will reimburse for the actual costs only. Although allowed under M.C.L. § 125.2663(13b)(11)-(14) Brownfield plan; provisions, payment of interest is not being supported by the Authority or City of Pontiac.

The Authority's obligation to reimburse the eligible costs is subject to receipt of tax increment revenues. If there are insufficient tax increment revenues generated on the eligible property to reimburse for the cost of all of the eligible activities during the life of the Plan, the Authority shall not be obligated to reimburse the eligible costs beyond the amount of tax increment revenues which have been received. To the extent that TIR is not sufficient to pay for the eligible activities in any

given year, the balance owing the Developer will be paid from TIR collected in subsequent years until the balance is paid in full with no time limit placed on the collection and payment of eligible activities, other than the statutory maximum. Should it be necessary, the Developer, LBRF or Authority may apply to amend the Plan at a later date to include additional eligible activities or to extend the TIR collection period or to amend the collection and deposit of TIR into the Local Brownfield Revolving Fund ("LBRF") pursuant to Section 8 of the Brownfield Redevelopment Financing Act (M.C.L. § 125.2658). The approval of any such Plan amendment is at the reasonable discretion of the Authority.

E. Maximum Amount of Note or Bonded Indebtedness

The maximum amount of note or bonded indebtedness to be incurred, if any. M.C.L. § 125.2663(2)(e).

No bonded indebtedness will be incurred by the City of Pontiac, Oakland County or the Authority in connection with this project. The repayment of eligible activities will be governed by the Reimbursement Agreement by and between the Developer and the Authority.

F. Duration of Brownfield Plan

A brownfield plan shall not authorize the capture of tax increment revenue from eligible property after the year in which the total amount of tax increment revenues captured is equal to the sum of the costs permitted to be funded with tax increment revenues under this act or 30 years from the beginning date of the capture of the tax increment revenues for that eligible property, whichever occurs first, except that a brownfield plan may authorize the capture of additional local and school operating tax increment revenue from an eligible property if 1 or more of the following apply:

- (a) During the time of capture described in this subsection for the purpose of paying the costs permitted under subsection (4) or section 13b(4).
- (b) For not more than 5 years after the date specified in subdivision (a), for payment to the local brownfield revolving fund created under section 8. M.C.L. § 125.2663(5).

The brownfield plan shall include a proposed beginning date of capture. The beginning date of capture of tax increment revenues shall not be later than 5 years following the date of the resolution including the eligible property in the brownfield plan. The authority may amend the beginning date of capture of tax increment revenues for a particular eligible property to a date not later than 5 years following the date of the resolution including the eligible property in the brownfield plan. The authority may not amend the beginning date of capture of tax increment revenues for a particular eligible property if the authority has begun to reimburse eligible activities from the capture of tax increment revenues from that eligible property. Any tax increment revenues captured from an eligible property before the beginning date of capture of tax increment revenues for that eligible property shall revert proportionately to the respective tax bodies. If an authority amends the beginning date for capture of tax increment revenues that includes the capture of tax increment revenues for school operating purposes, then the authority shall notify the department or the Michigan strategic fund, as applicable, within 30 days after amending the beginning date. M.C.L. § 125.2663b(16).

The duration of the Plan as proposed is estimated to be eighteen (18) years, with 2019 being the proposed start of capture. This duration is based on the estimated investment being \$12,982,500.00 and calculating a Taxable Value by taking fifty percent (50%) of the estimated investment and using a sixty percent (60%) valuation reduction factor to adjust for the Pontiac market. Based on that formula, (\$12,982,500.00/2)*0.6 = \$3,894,750.00 was used to calculate the real property taxes using City of Pontiac millage rates obtained from Oakland County Equalization. Based on the estimated new Tax Increment Revenue (TIR) and the total value of Eligible Activities, estimated BRA Management Fee of \$5,000.00 annually and estimated Local Brownfield Revolving Fund (LBRF) capture, 18 years are needed to fully reimburse the Developer and allow 1 partial and 3 full years of LBRF capture. The Plan duration may exceed 18 years if necessary to fully reimburse the approved eligible activities and LBRF capture.

G. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of the future tax revenues of all taxing jurisdictions in which the eligible property is located. M.C.L. § 125.26632)(g).

See Attachment C for an estimate of the impact on all relevant taxing jurisdictions.

H. <u>Legal Description, Property Map and Personal Property</u>

A legal description of the eligible property to which the plan applies, a map showing the location and dimensions of each eligible property, a statement of the characteristics that qualify the property as eligible property, and a statement of whether personal property is included as part of the eligible property. If the project is on property that is functionally obsolete, the taxpayer shall include, with the application, an affidavit signed by a level 3 or level 4 assessor, that states that it is the assessor's expert opinion that the property is functionally obsolete and the underlying basis for that opinion. M.C.L. § 125.2663(2)(h).

A legal description of the eligible property is included in **Attachment A**. Site maps are shown in **Attachment B**.

The characteristics that qualify the property as eligible property are set forth in Section IV of this Plan.

The eligible property will include personal property to be located within the new facility.

I. Estimates of Residents and Displacement of Families

Estimates of the number of persons residing on each eligible property to which the plan applies and the number of families and individuals to be displaced. If occupied residences are designated for acquisition and clearance by the authority, the plan shall include a demographic survey of the persons to be displaced, a statistical description of the housing supply in the community, including the number of private and public units in existence or under construction, the condition of those in existence, the number of owner-occupied and renter-occupied units, the annual rate of turnover of the various types of housing and the range of rents and sale prices, an estimate of the total demand for housing in the community, and the estimated capacity of private and public housing available to displaced families and individuals. M.C.L. § 125.2663(2)(i).

There are no persons residing at the property that would be redeveloped under the Plan and there will be no families or individuals displaced as result of development under the Plan. No occupied residences are involved in the development.

J. <u>Plan for Relocation of Displaced Persons</u>

A plan for establishing priority for the relocation of persons displaced by implementation of the plan. M.C.L. § 125.2663(2)(j).

No persons will be displaced as a result of implementation of the Plan.

K. Provisions for Relocation Costs

Provision for the costs of relocating persons displaced by implementation of the plan, and financial assistance and reimbursement of expenses, including litigation expenses and expenses incident to the transfer of title, in accordance

with the standards and provisions of the federal uniform relocation assistance and real property acquisition policies act of 1970, Public Law 91-646. M.C.L. § 125.2663(2)(k).

No persons will be displaced as result of this development, and therefore, no relocation costs will be incurred.

L. Strategy for Compliance with Michigan's Relocation Assistance Law

A strategy for compliance with 1972 PA 227, MCL 213.321 to 213.332. M.C.L. § 125.2663(2)(I).

No persons will be displaced as result of this development.

M. <u>Description of Proposed Use of Local Site Remediation Revolving Fund</u>

For not more than 5 years after the date specified...for payment to the local brownfield revolving fund created under section 8. M.C.L. § 125.2663(5)(b).

As discussed above, as allowed pursuant to Section 8 of the Brownfield Redevelopment Financing Act (M.C.L. § 125.2658), the Authority has elected to capture up to four (4) years of TIR for deposit into the LBRF.

N. Other Material that the Authority or Governing Body Considers Pertinent

Other material that the authority or governing body considers pertinent to the brownfield plan. M.C.L. § 125.2663(2)(m).

At this time, other than the above, there are no other materials that the Authority or governing body considers pertinent.

It is the intention of the Michigan Legislature to encourage redevelopment of Brownfields using the Michigan Community Revitalization Program ("CRP") and MDEQ Grant & Loan Program incentives for eligible properties. Both the CRP and MDEQ Grant & Loan Program can be approved as a Grant or a Loan to pay for eligible investment or part thereof. It is the specific intention of the OCBRA to authorize and support the application for a CRP and/or MDEQ Grant and/or Loan and other available incentives, including PACE, related to the Eligible Investments made by Developer as part of this Project.

Attachment A Legal Description of the Eligible Property

Legal Description:

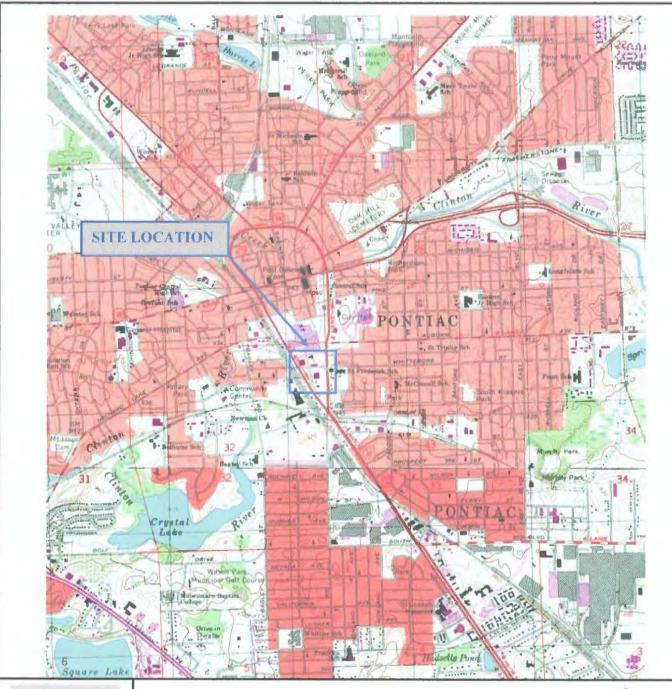
T3N, R10E, SEC 32 ASSESSOR'S PLAT NO 65 ALL THAT PART OF LOTS 9 & 10 LYING SLY OF RELOCATED JUDSON ST, ALSO LOTS 13 TO 17 INCL EXC THAT PART TAKEN FOR WIDE TRACK DR, ALSO LOTS 76, 77, 127 & 128 OF 'ASSESSOR'S PLAT NO 116' EXC THAT PART TAKEN FOR WIDE TRACK DR, ALSO VAC PART OF SAGINAW ST ADJ TO SAME, ALSO ALL OF VAC CHASE ST LYING SLY OF RELOCATED JUDSON ST & ELY OF WIDE TRACK DR

Property Address: 140 S Saginaw, Pontiac, MI 48342

Tax Parcel No.: 14-32-235-001

Attachment B

Site Maps, Photographs and Site Plan/General Concept Plan





REFERENCE USGS 7.5 MIN TOPOGRAPHIC QUADRANGLE PONTIAC, MICHIGAN QUADRANGLE DATED: 1997

SCALE: 1: 24000



FIGURE 1: SITE LOCATION MAP

Mixed-use Commercial Building

140 South Saginaw Street Pontiac, Oakland County, Michigan PROJECT: 2017011601.01

DATE: 3/1/18

PREPARED BY: JAP

Environmental Services • Land Development • Real Estate Consulting

6001 North Adams Road, Suite 205 Bloomfield Hills, Michigan 48304 Tel (248) 203-9898 Fax (248) 647-0526 Email associatedenv@comcast.net

Web: www associatedenvironmental net



FIGURE 2: AERIAL SITE MAP

Proposed Office/Mixed-use Development

140 South Saginaw Street Pontiac, Oakland County, Michigan PROJECT: 2017011601.01

DATE: 3/1/18

PREPARED BY: NGM

ASSOCIATED ENVIRONMENTAL SERVICES LLC

Environmental Services • Land Development • Real Estate Consulting 6001 North Adams Road, Suite 205 Bloomfield Hills, Michigan 48304 Tel: (248) 203-9898 Fax: (248) 647-0526

Email: associatedenvi@comcast net www.associatedenvironmental.net NOTES: Property is currently tax reverted and unoccupied. Mold, Asbestos and Water Damaged interior. Scrappers have damaged most building systems. Site is contaminated and qualifies as a "facility" as that term is defined in part 201 of NREPA, as amended.

CONTEXT



Aerial Image of Existing Conditions



1:6th Floor - Water Damage (1)



2: 6th Floor - Water Damage (2)



3: 6th Floor - Water Damage (3)



4:7th Floor Water Damage (1)



5: 7th Floor Water Damage (2)



6: Basement - HVAC (1)



7: Basement - HVAC (2)



8: Basement - HVAC (3)



9 : Basement - HVAC (4)



10 : Basement - Block Wall Cracking (1)



11: Basement - Electrical (1)



12 : Basement - Electrical (2)



13: Basement - Electrical (3)



14: Basement - Electrical (4)



15 : Basement - Electrical (5)



16: Basement - Gas Meter (1)



17: Basement - Gas Meter (2)



18: Basement - Hot Water Supply (1)



19: Basement - Hot Water Supply (2)



20: Basement - Hot Water Supply (3)



21 : Basement - Life & Safety (1)



22 : Basement - Life & Safety (2)



23: Basement - Misc (1)



24 : Basement - Misc (2)



25 : Basement - Misc (3)



26: Basement - Misc (4)



27: Basement - Misc (5)



28: Basement - Water Supply (1)



29 : Basement - Water Supply (2)



30 : Basement - Water Supply (3)



31: Basement Access Well (1)



32 : Building Entrance - East (1)



33 : Building Entrance - East (2)



34 : Building Entrance - North (1)



35 : Building Entrance - North (2)



36 : Building Facade (1)



37: Building Facade (2)



38 : Canopy Water Damage (1)



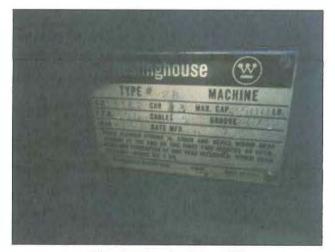
39: Canopy Water Damage (2)



40 : Elevator Equipment (2)



41 : Elevator Equipment (3)



42 : Elevator Equipment (1)



43: Exterior Cracking & Patching (1)



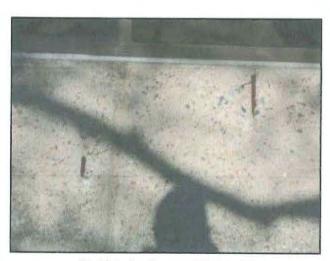
44 : Exterior Cracking & Patching (2)



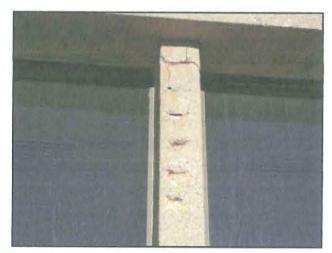
45 : Exterior Cracking & Patching (3)



46 : Exterior Exposed Rebar (1)



47 : Exterior Exposed Rebar (2)



48 : Exterior Exposed Rebar (3)



49: Exterior Exposed Rebar (4)



50 : Exterior Signage (1)



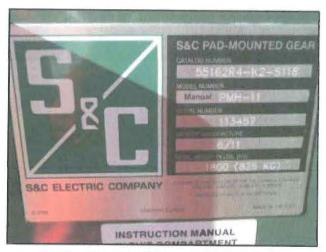
51 : Exterior Signage (2)



52 : Exterior Signage (3)



53: Exterior Utilities - Electrical (1)



54: Exterior Utilities - Electrical (2)



55 : Exterior Utilities (1)



56: Exterior Utilities (2)



57 : Flatwork - Misc



58 : Flatwork - Ramps - ADA Issues (1)



59 : Flatwork - Ramps - ADA Issues (2)



60 : Flatwork - Ramps - ADA Issues (3)



61 : Flatwork - Ramps - ADA Issues (4)



62 : Flatwork - Ramps - ADA Issues (5)



63 : Flatwork - Sidewalks (1)



64 : Flatwork - Sidewalks (2)



65 : Flatwork - Sidewalks (3)



66 : Flatwork - Sidewalks (4)



67 : Flatwork - Sidewalks (5)



69: Interior - Electrical (2)



71 : Interior - Elevators (1)



68: Interior - Electrical (1)



70 : Interior - Electrical (3)



72 : Interior - Elevators (2)



73 : Interior - Elevators (4)



74: Interior - Elevators (5)



75 : Interior - Elevators (6)



76: Interior - Elevators (7)



77 : Interior - Elevators (3)



78 : Interior - Emergency Systems (1)



79 : Interior - Emergency Systems (2)



80 : Interior - Emergency Systems (3)



81: Interior - Light Fixtures (1)



82 : Interior - Light Fixtures (2)



83 : Interior - Main Entrance (1)



84 : Interior - Main Entrance (2)



85: Interior - Misc (1)



86: Interior - Misc (2)



87 : Interior - Misc (3)



88: Interior - Misc (4)



89: Interior - Misc (5)



90 : Interior - Misc (6)



91: Interior - Misc (7)



93 : Interior - Restrooms - ADA Issue (2)



95 : Interior - Restrooms (4)



92 : Interior - Restrooms - ADA Issue (1)



94 : Interior - Restrooms (3)



96: Interior - Restrooms (5)



97 : Interior - Restrooms (6)



99 : Interior - Restrooms (8)



101 : Interior - Stairwell - ADA Issue (1)



98 : Interior - Restrooms (7)



100 : Interior - Secondary Entrance



102: Interior - Stairwell (2)



103: Interior - Stairwell (3)



105: Interior - Structure (2)



107: Interior - Windows (2)



104 : Interior - Structure (1)



106 : Interior - Windows (1)



108 : Landscape - Broken Limbs



109 : Landscape - Typical



110 : Paving - Approach (1)



111: Paving - Approach (2)



112: Paving - Approach (3)



113 : Paving - Approach (4)



114 : Paving (1)



115 : Paving (2)



116: Paving (3)



117 : Paving (4)



118: Paving (5)



119 : Paving (6)



120 : Paving (7)



121 : Paving (8)



122 : Paving (9)



123: Plexi Secured Window



124 : Roof - Damage (1)



125 : Roof - Damage (2)



126 : Roof - Drains & Vents (1)



127 : Roof - Drains & Vents (2)



128: Roof - Drains & Vents (3)



129: Roof - HVAC (1)



130 : Roof - HVAC (2)



131: Roof - HVAC (3)



132 : Roof - HVAC (4)



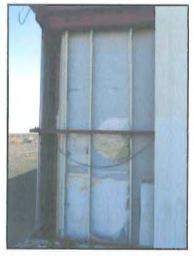
133 : Roof - HVAC (5)



134: Roof - Penthouse (1)



135 : Roof - Penthouse (2)



136 : Roof - Penthouse Damage (1)



137 : Roof - Penthouse Damage (2)



138: Roof (1)



139 : Roof (2)



140 : Roof (3)



141 : Roof (4)



142 : Roof (5)



143 : Roof (6)

Attachment C

Estimated Tax Increment Revenues

(These estimates are based on the attached cost estimates to rehabilitate and redevelop a seven-story commercial building (totaling 145,000 square feet) into a state-of-the-art mixed-use office development with an estimated new investment of \$16,047,160.00 or more. This also assumes that the all final City, County and State of Michigan approvals, if any, will not substantially change the project and the project will be developed with substantially the same characteristics as contemplated by Developer.

TABLE 1 - TOTAL PROPOSED MDEQ ELIGIBLE ACTIVITY COSTS BROWNFIELD PLAN PROPOSED 140 S. SAGINAW STREET REDEVELOPMENT CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN

Fligible Activity Description	Bro	ownfield Property Co	ost
DEPARTMENT SPECIFIC ACTIVITIES (MCL §125.2652(2)(I)) ELIGIBLE ACTIVITY COSTS			
Baseline Environmental Assessments (MCL §125.2652(2)(l)	Local TIF Capture Only	State and Local TIF Capture	TOTAL
Phase I Environmental Site Assessment	\$0	\$3,500	\$3,500
Phase II Environmental Site Assessment	\$0	\$25,000	\$25,000
Baseline Environmental Assessment	\$0	\$4,500	\$4,500
7a Due Care Plan	\$0	\$1,800	\$1,800
Due Care Activities (MCL §125.2652(2)(l) and (m))			
Section 7aCA Due Care Plan - Revisions	\$0	\$2,800	\$2,800
Additional Due Care Phase II ESA Environmental Due Diligence Activities	\$0	\$30,000	\$30,000
Additional Due Care Phase II ESA Environmental Due Diligence Reporting Activities	\$0	\$3,500	\$3,500
Pump & Treatment/Disposal of Contaminated Groundwater During Construction (if necessary)	\$0	\$50,000	\$50,000
Soil Verification Sampling (if necessary)	\$0	\$25,000	\$25,000
Health & Safety Plan	.\$0	\$2,500	\$2,500
Project Management	\$0	\$15,000	\$15,000
Soil Erosion Measures	\$0	\$3,000	\$3,000
Incremental Costs for Greenspace Encapsulation (as necessary)	\$0	\$30,000	\$30,000
Incremental Costs for Encapsulation (Engineering controls for Building and Parking)	\$0	\$50,000	\$50,000
Soil Vapor Assessment and Pilot Test	\$0	\$35,000	\$35,000
Soil Vapor Barrier / Sub-slab Depressurization System	\$0	\$250,000	\$250,000
Work Plans, Engineering, Specifications and Reports	\$0	\$5,000	\$5,000
Response Activities (MCL §125.2652(2)(i) and (oo)(i) and (ii))			
Hoist, Trench and Other former Equipment Removal Related Activities (if present)	\$0	\$15,000	\$15,000
UST Removal and Closure (if identified during excavation)	\$0	\$25,000	\$25,000
UST Removal Observation, Sampling and Report (if identified during excavation)	\$0	\$12,000	\$12,000
Work Plans, Engineering, Specifications and Reports	\$0	\$4,500	\$4,500
ENVIRONMENTAL COSTS SUBTOTAL	\$0	\$593,100	\$593,100
TOTAL ELIGIBLE ACTIVITY COSTS PLUS CONTINGENCY AND ADMINISTRATIVE	COSTS		
Contingency			
Contingency (15% of Subtotal NOT including completed BEA Activities)	\$0.00	\$88,965	\$88,965
Brownfield Plan, Act 381 Work Plan and Related Documents (MCL §125.2652(2)(0)(i)(D))		\$30,000	\$30,000
ELIGIBLE ACTIVITY COSTS SUBTOTAL	\$0	\$712,065	\$712,065
Agency Administrative Costs			
State Act 381 Work Plan Review (No longer charged by State)	\$0	\$0	\$0
OCBRA Administrative and Operating Costs (Fixed Fee of \$5,000.00 Annually)	\$90,000	\$0	\$90,000
GRAND TOTAL	\$90,000	\$712,065	\$802,065

TABLE 2 - TOTAL PROPOSED MSF ELIGIBLE ACTIVITY COSTS PROPOSED 140 S. SAGINAW STREET REDEVELOPMENT CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN

Eligible Activity Description	Brownfield Property Cost
ELIGIBLE ACTIVITIES (MCL 125.2652(2)(0)) MSF ELIGIBLE ACTIVITY COSTS	
Lead, Asbestos and Mold Abatement (MCL §125.2652(2)(o)(i)(G))	
Pre Demolition Hazardous Materials Environmental Assessment (HMEA)	\$35,000
Bid Specs and Bid Evaluation (for HazMat Abatement)	\$10,000
Lead, Asbestos and Mold Abatement Consulting, Management, Design and Planning, Air Monitoring	\$250,000
Site Security (HazMat Abatement and Demolition)	\$15,000
Pre Demolition Asbestos, Lead and Hazardous Materials Abatement	\$617,490
Demolition Activities (MCL §125.2652(2)(0)(i)(F))	
Demolition Engineering, Design and Management, Bid Specs and Evaluation	\$61,000
Demolition of Building (Interior and Exterior, Incl Demo & Disp, utility disconnect and removal)	\$977,245
Infrastructure Improvements (MCL §125.2652(2)(o)(ii)(B))	
Utility Connection & Installation	\$50,000
Parking Structure (Developer will determine the necessity, and if so, quantify cost for BP Amendment)	\$0
Site Preparation (MCL §125.2652(2)(o)(ii)(C))	
Geotechnical Testing & Evaluation (Site Prep/Soil Mitigation/Non-viable Soils)	\$5,000
Soil Mitigation activities	\$25,000
Geotechnically Non-viable Soils Removal (Developer will identify the necessity and, if so, quantify cost for BP Amendment)	\$0
Site Preparation (Exc., Grading, Utility Removal/ Re-install, etc.) (Developer will identify and, if present, quantify cost for BP Amendment)	
MSF ELIGIBLE ACTIVITY COSTS SUBTOTAL	
TOTAL ELIGIBLE ACTIVITY COSTS PLUS CONTINGENCY	
Contingency (15% of Subtotal	\$306,860
GRAND TOTAL	\$2,352,595

Tax Increment Revenue Capture Estimates 140 South Saginaw Partners, LLC 140 South Saginaw Street Pontlac, Michigan February 23, 2018

	Estimated Taxabi	le Value (TV) increase Rate:				1% pc	ryear												
		Plan Year	0 (Base Year]		1	2	3		4	5	6	6	7	8	9	10	11	12
		Calendar Year *Base Taxable Value		2018 \$0.00		2019 \$0.00	2020 \$0.00	2021 \$0.00		2022 \$0.00	2023 \$0.00	202	\$0.00	2025 \$0.00	2026 \$0.00	2027 \$0.00	2028 \$0.00	2029 \$0.00	2030 \$0
	_	Estimated New TV	\$	-	5	3,894,750 \$	3,933,698	\$ 3,973,034	5	4,012,765 \$	4,052,892	\$ 4,0	093,421 \$	4,134,356 5	4,175,699 \$	4,217,456	4,259,631 \$	4,302,227 \$	4,345,24
	Incremental Differ	rence (New TV - Base TV)	\$		\$	3,894,750 \$	3,933,698	\$ 3,973,034	\$	4,012,765 \$	4,052,892	\$ 4,0	093,421 \$	4,134,356 \$	4,175,699 \$	4,217,456	4,259,631 \$	4,302,227 \$	4,345,24
School Capture		Millage Rate																	
State Education Tax (SET)		6.0000	\$	-	\$	23,369 \$	23,602	\$ 23,838	5	24,077 \$	24,317	S	24,561 \$	24,806 \$	25,054 \$	25,305 \$	25,558 \$	25,813 \$	26,07
School Operating Tax		10.0000	\$	140	5	70,106 \$	70,807	5 71,515	5	72,230 \$	72,952	5	73,682 \$	74,418 \$	75,163 5	75,914 \$	78,673 \$	77,440 \$	78,21
	School Total	24.0000			\$	93,474 \$	94,409	\$ 95,353	\$	96,306 \$	97,269	\$	98,242 \$	99,225 \$	100,217 \$	101,219 \$	102,231 \$	103,253 \$	104,28
Local Capture		Millage Rate																	
3 City Operating		18,4935	\$		5	72,028 \$	72,748	\$ 73,475	5	74,210 S	74,952	\$	75,202 5	76,459 5	77,723 \$	77,996 S	78,775 \$	79,563 \$	80,35
Oakland County Transit Auth	ority	1.0000	5	-	\$	3,895 \$	3,934	\$ 3,973	5	4,013 \$	4,053	5	4,093 5	4,134 \$	4,175 S	4,217 \$	4,260 \$	4,302 \$	4,34
Oakland County Operating		4.0400	5	*	\$	15,735 \$	15,692	5 16,051	\$	16,212 \$	16,374	\$	16,537 \$	16,703 5	16,870 S	17,039 \$	17,209 S	17,391 \$	17,55
6 Oakland County Parks		0.2349	\$		5	915 \$	924	\$ 933	s	943 \$	952	\$	962 \$	971 5	981 S	991 \$	1,001 \$	1,011 5	1,02
Huron Clinton Metropolitan	Authority	0.2129	S	-	5	829 \$	637	\$ 846	s	654 \$	863	S	871 \$	680 \$	899 S	898 \$	907 S	915 \$	92
a Caldand County ISD		3.2613	5		5	12,780 \$	12,908	\$ 13,037	5	13,167 \$	13,299	5	13,432 \$	13,566 \$	13,702 5	13,839 \$	13,977 \$	14,117 \$	14,25
g Sinking Fund		2.8700	\$		\$	11,178 \$	11,290	5 11,403	\$	11,517 \$	11,632	\$	11,748 \$	11,865 5	11,984 5	12,104 \$	12,225 \$	12,347 \$	12,47
g Oakland County Community	College	1.5431	\$		S	6,010 5	6,070	\$ 6,131	5	6,192 \$	6,254	S	6,317 \$	6,380 \$	6,444 \$	6,508 \$	6,573 \$	6,639 5	5,70
	Local Total	31.6757			5	123,369 \$	124,603	\$ 125,849	\$	127,107 \$	128,378	\$ 1	129,662 \$	130,959 \$	132,268 \$	133,591 \$	114,927 \$	136,276 \$	137,63
Hon-Capturable Miliages		Millage Rate																	
1 Messa Judgment		0.4000	\$	*	\$	1,558 \$	1,573	\$ 1,589	\$	1.605 \$	1,621	5	1,537 \$	1,654 \$	2,670 \$	1.687 \$	1,704 \$	1,721 \$	1,73
2 Oakland County DIA		0.1945	5	100	5	758 \$	765	\$ 773	5	780 \$	768	S	796 \$	804 5	B12 5	820 5	828 \$	837 \$	84
3 Oakland County Zoo		0.0982	5	*	\$	312 \$	386	\$ 390	5	394 5	398	5	402 \$	406 \$	410 \$	414 \$	428 \$	423 5	42
Total Non-	Capturable Taxes	0.5927			\$	2,698 \$	2,725	\$ 2,752	S	2,780 5	2,807	5	2,836 5	2,864 \$	2,893 \$	2,921 5	Z,951 5	2,980 S	3,01
TOTAL MILLS (Per Dakland C	ounty Equalizatio	56.3684																	

Tax Increment Revenue Capture Estimates 140 South Saginaw Partners, LLC 100 South Saginaw Street Pontac, Michigan February 23, 2018

Estimated Taxable Value (TVI) Increase Rate:

13		13		14		15		16		17		18		TOTAL
2031 \$0.00 4.388.702	5	\$0.00	Ś	2032 \$0.00 4.432.589	s	2033 \$0.00 4.476.915	4	2034 \$0.00 4.521.684	5	2035 \$0.00 4.566.901	<	2036 \$0.00 4.612.570		
N=2000	\$	7-7-12	\$	7.50	\$	4,476,915	-	4,521,684		4,566,901	\$	4,612,570		
26,332	\$	26,332	\$	26,596	\$	26,861	\$	27,130	5	27,401	5	27,675	\$	458,367
78,997	\$	78,997	\$	79,787	\$	80,584	\$	81,390	5	82,204	\$	83,026	\$	1,375,101
105,329	\$	105,329	\$	106,382	\$	107,446	\$	108,520	\$	109,606	\$	110,702	\$	1,833,469
81,162	\$	81,162	\$	81,974	5	82,794	\$	83,622	5	84,458	s	85,303	\$	1,412,887
4,389	5	4,389	\$	4,433	5	4,477	\$	4,522	5	4,567	ŝ.	4,613	\$	76,395
17,730	\$	17,730	\$	17,908	5	18,087	\$	18,268	\$	18,450	\$	18,635	\$	308,634
1,031	5	1,031	\$	1,041	\$	1,052	\$	1,062	\$	1,073	\$	1,083	\$	17,945
934	\$	934	\$	944	\$	953	5	963	\$	972	\$	982	\$	16,264
14,401	5	14,401	\$	14,545	\$	14,690	5	14,837	s	14,985	5	15,135	\$	250,673
12,596	\$	12,596	\$	12,722	\$	12,849	\$	12,977	\$	13,107	5	13,238	5	219,251
6,772	5	6,772	\$	6,840	5	6,908	\$	6,977	\$	7,047	\$	7,118	\$	117,884
139,015	\$	139,015	\$	140,405	\$	141,809	\$	143,228	\$	144,660	\$	145,106	\$	2,419,850
1,755	\$	1,755	\$	1,773	\$	1,791	\$	1,809	\$	1,827	5	1,845	5	30,558
854	\$	854	\$	862	5	871	\$	879	\$	888	\$	897	\$	14,859
431	\$	431	\$	435	\$	440	\$	444	\$	448	\$	453	\$	7,502
3,040	\$	3,040	\$	3,070	\$	3,101	\$	3,132	5	3,163	5	3,195	\$	52,918
	\$		226,178	226,178 \$	225,178 \$ 228,490	226,178 \$ 228,490 S	226,178 \$ 228,490 \$ 230,825	226,178 \$ 228,490 \$ 230,825 \$	226,178 \$ 228,490 \$ 230,825 \$ 233,183	226,178 \$ 228,490 \$ 230,825 \$ 233,183 \$	226,178 \$ 228,490 \$ 230,825 \$ 233,183 \$ 235,565	226,178 \$ 228,490 \$ 230,825 \$ 233,183 \$ 235,565 \$	226,178 \$ 228,490 \$ 230,825 \$ 233,183 \$ 235,565 \$ 237,970	226,178 \$ 228,490 \$ 230,825 \$ 233,183 \$ 235,565 \$ 237,970 \$

Tax Increment Revenue Reimbursement Allocation Table 140 South Saginaw Partners, LLC 140 South Saginaw Street

140 South Saglnaw Street Pontiar, Oakland County, Michigas March 31, 2018

	Developer Maximus Reimbursement	m	Proportionality	School & Local Taxes	Local-Only Taxes	Yotal												
	State		40.86%	5 1,252,295			1		de la companya de la		E	Service (April 11)						
	1000000		2000000		S				nated Total		-	stimated Develo		VEC, MISF)		3,064,660		
ı	Local		59.14%	\$ 1,812,365	5	1,812,365		Ye	ars of Plan:	10	А	dministrative Fe	es		1	90,000		
2	TOTAL										S	tate Brownfield	Redevelopmen	nt Fund		229,184		
	MPEQ		23%	5 712,065	5	712,065					T.	ocal Brownfield	Revolving Fund	à		269,476		
	MSF		77%	\$ 2,352,595		2,352,595					T	GTAL REIMSURS	ED PAID/CAP	TURED		4,253,324		
Year		2.	2	5	4	\$ -	- 4	7	t	- 5	30	-11	12	23	18	15	3.6	17
	2000	3009	3039	3011	9017	37.13	3034	70/23	2775	2027	(0)2	2025	2630	2011	2017	1/81	301	3n/3
Total State Incremental Revenue		\$ 913,474		-	\$ 96,306 \$		98,242 \$	99,225 \$	100,217 \$	101,119 5	102,731 5	103.253 \$	104,286 S	105,329 5	105,382	107,446	\$ 108,57	\$ 109
State Brownfield Reservescomers Fund (50% of SET)		5 12.586	5 1L801		5 11,034 5	11 159 \$	12,28C S	12,409 5	12 527 5	22,652 \$	12,779	12,907 5	13,036 5	13.165	13,396	13,433	\$ 13.56	1 1
State THE Available for Relativasement		\$ 61,790	\$ 113,600	\$ 83,434	5 84,268 5	05,111 5	#5,962 \$	BE/ES2 2	07,530 \$	66,587 \$	(8),452 (90,347 \$	31,150 S	92,163 \$	99,004	94,015	5 94.95	5 95
3 Total Local Incremental Revenue		5 123,359	5 124,603	5 125,849	\$ 117,107 \$	128,378 5	129,662 5	130.959 S	132.268 S	133,591 5	134,927 5	136,276 5	137,639 S	139.015 5	140,405 3	141,809	5 143,22	5 5 144
BRA Administrative Fee (Rat-lee)		\$ 5,000					5,000 \$	5,000 \$	5,000 5	5,000 \$	5,000		5,000 -S	5,000 3	5,000		5 5.00	
Local TIR Audiable for Reimbursement		\$ 118,369							127,250 \$	128,591 \$	129,927		112,639 \$		135,485			
Control of the contro																		
Total State & Local TIR Available		5 200,159	5 202,210	\$ 204,292	\$ 206,375 \$	208,489 5	210,624 5	212,780 \$	214,959 5	217,157 \$	219,379	221,523 \$	223,889 \$	235,178 5	228,490	230,825	5 233,18	\$ 215
DEVELOPER	Seginning Balance																	
DEVELOPER Reimbursement Belonce		5 3,064,660	5 2,864,501	5 2,662,291	5 2,45R,009 S	2,251,633 5	2,043,145 5	1.832.521 5	1.619.741 5	1.404,783 5	1,187,625 5	958,246 5	748,623 5	522,734 5	296,556	68,067		
HET PAYMENT TO DEVELOPER		₹ 200.150	\$ 202,210	c 20/ 202	5 206.375 5			212,780 5		The second second		221.623 5			228,490			_
MSF Non-Environmental Costs	\$ 2,352,595	\$ 153,652	\$ 155,227	\$ 156,818	\$ 158,425 \$	160,047 5	161,686 \$	163,341 5	165,013 \$	166,702 5	168,407 5	170,129 5	171,869 5	173,626 5	175,401 5	52,252		
State Tax Reimbursement		5 62,785			A CONTRACTOR DATE				67,428 5	68,118 5	68,815 5				71,673			
Local Tax Reimbursement		5 90,866	5 91,798	\$ 92,738	\$ 93,688 \$	94,648 \$	95,617 5	96,596 5	97,585 5	98,583 5	99,592 3	100,610 \$	101,639 \$	102,678 5	103,728	30,900		
Local Tax Reimbursement		5 90,866		\$ 92,738	\$ 93,688 \$	94,648 \$		96,596 5			99,592 3		101,639 \$	102,678 5		30,900		
Local Tax Reimbursement Total MGF Reimbursement Balance	S 712.065	5 90,866 5 2,198,943	5 91,798 5 2,043,715	\$ 92,738 \$ 1,886,897	\$ 93,688 \$ \$ 1,728,473 \$	94,648 S 1,568,426 S	95,617 5 1,406,740 5	96,596 S 1,243,399 S	97,585 5 1,078,385 5	98,583 5 911,684 5	99,592 S 743,277 S	100,610 \$ 573,148 \$	101,639 \$ 401,279 \$	102,678 5	103,728 52,252 1	30,900		
Local Tax Reimbursement Total MGF Reimbursement Balance AVAILABLE TIR (AFTER Developer Reimbursement)	\$ 712,065	5 90,866 5 2,198,943	\$ 91,798 \$ 2,043,715 \$ 45,983	\$ 92,738 \$ 1,886,897 \$ 47,464	\$ 93,688 \$ \$ 1,728,473 \$ \$ 47,951 \$	94,648 S 1,568,426 S	95,617 5 1,406,740 5 48,938 5	96,596 S 1,243,399 S 49,439 S	97,585 \$ 1,078,385 \$ 49,945 \$	98,583 5 911,684 5 50,456 \$	99,592 5 743,277 5 50,972 5	100,610 \$ 573,148 \$ 51,493 \$	101,639 \$ 401,279 \$ 52,020 \$	102,678 S 227,652 S 52,552 S	103,728 52,252 5 52,252 5	30,900		
Local Tax Relimbursement Total MSF Relimbursement Balance AVAILABLE TIR (AFTER Developer Relimbursement) MDEQ Environmental Costs	\$ 712,065	5 90,866 5 2,198,943 5 46,506	\$ 91,798 \$ 2,043,715 \$ 45,983 \$ 19,198	\$ 92,738 \$ 1,886,897 \$ 47,464 \$ 19,395	\$ 93,688 \$ \$ 1,728,473 \$ \$ 47,951 \$ \$ 19,594 \$	94,648 S 1,568,426 S 48,442 S 19,795 S	95,617 5 1,406,740 5 48,938 5 19,997 \$	96,596 S 1,243,399 S 49,439 S 20,202 S	97,585 \$ 1,078,385 \$ 49,945 \$ 20,409 \$	98,583 5 911,684 5 50,456 5 20,618 5	99,592 5 743,277 5 50,972 5 20,828 5	100,610 \$ 573,148 \$ \$ 51,493 \$ \$ 21,041 \$	101,639 \$ 401,279 \$ 52,020 \$ 21,257 \$	102,678 5 227,652 5 52,552 5 21,474 5	103,728 52,252 53,089 52,693 53,089 53	15,815 6,462		
Local Tax Relimbursement Total MSF Relimbursement Balance AMAILABLE TIR [AFTER Developer Relimbursement] MDEQ Environmental Costs State Tax Relimbursement	\$ 712,065	5 90,866 5 2,198,943 5 46,506 5 19,004	5 91,798 5 2,043,715 5 45,983 5 19,198 5 27,785	\$ 92,738 \$ 1,886,897 \$ 47,464 \$ 19,395 \$ 28,069	\$ 93,688 \$ \$ 1,728,473 \$ \$ 47,951 \$	94,648 S 1,568,426 S 48,442 S 19,795 S 28,547 S	95,617 5 1,406,740 5 43,938 5 19,997 \$ 28,941 5	96,596 S 1,243,399 S 49,439 S 20,202 S	97,585 \$ 1,078,385 \$ 49,945 \$	98,583 5 911,684 5 50,456 5 20,618 5 29,838 5	99,592 5 743,277 5 50,972 5 20,828 5 30,144 5	100,610 \$ 573,148 \$ \$ 51,493 \$ \$ 21,041 \$	101,639 \$ 401,279 \$ \$ 52,020 \$ 21,257 \$ 30,763 \$	102,678 S 227,652 S 52,552 S 21,474 S 31,078 S	103,728 52,252 5 52,252 5	15,815 6,462 9,353		
Local Tax Relimbursement Total MSF Relimbursement Balance AVAILABLE TIR (AFFER Developer Relimbursement) MDEQ Environmental Costs State Tax Relimbursement Local Tax Relimbursement	\$ 712,061	\$ 90,866 \$ 2,198,943 \$ \$ 46,506 \$ 19,004 \$ 27,503	5 91,798 5 2,043,715 5 45,983 5 19,198 5 27,785	\$ 92,738 \$ 1,886,897 \$ 47,464 \$ 19,395 \$ 28,069	\$ 93,688 \$ \$ 1,728,473 \$ \$ 1,728,473 \$ \$ \$ 47,951 \$ \$ \$ 19,594 \$ \$ \$ 28,357 \$	94,648 S 1,568,426 S 48,442 S 19,795 S 28,547 S	95,617 5 1,406,740 5 43,938 5 19,997 \$ 28,941 5	96,596 \$ 1,243,399 \$ 49,439 \$ 20,202 \$ 29,237 \$	97,585 \$ 1,078,383 \$ 49,945 \$ 20,409 \$ 29,536 \$	98,583 5 911,684 5 50,456 5 20,618 5 29,838 5	99,592 5 743,277 5 50,972 5 20,828 5 30,144 5	100,610 \$ 573,148 \$ 5 573,148 \$ 5 51,493 \$ \$ 21,041 \$ 5 30,452 \$	101,639 \$ 401,279 \$ \$ 52,020 \$ 21,257 \$ 30,763 \$	102,678 S 227,652 S 52,552 S 21,474 S 31,078 S	103,728 S2,252 S3,089 21,693 S3,1395 S3,089 S	15,815 6,462 9,353		
Local Tax Relimbursement Total MSF Relimbursement Balance AVAILABLE TIR (AFTER Developer Relimbursement) MDEQ Environmental Costs State Tax Relimbursement Local Tax Relimbursement Total MDEQ Relimbursement Balance	\$ 712,061	\$ 90,866 \$ 2,198,943 \$ 46,506 \$ 19,004 \$ 27,503 \$ 665,559	5 91,798 5 2,043,715 5 45,983 5 19,198 5 27,785	\$ 92,738 \$ 1,886,897 \$ 47,464 \$ 19,395 \$ 28,069 \$ 571,111	\$ 93,688 \$ \$ 1,726,473 \$ \$ \$ 1,726,473 \$ \$ \$ \$ 19,594 \$ \$ \$ \$ 28,357 \$ \$ \$ 523,161 \$ \$ \$ \$ \$ 523,161 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	94,648 5 1,568,426 5 48,442 5 19,795 5 28,647 5 474,719 5	95,617 5 1,405,740 5 48,938 5 19,997 5 28,541 5 425,731 5	96,596 \$ 1,243,399 \$ 49,439 \$ 20,202 \$ 29,237 \$ 376,342 \$	97,585 \$ 1,078,383 \$ 49,945 \$ 20,409 \$ 29,536 \$ 326,397 \$	98,583 5 911,684 5 911,684 5 50,456 \$ 20,618 5 29,838 5 275,941 5	99,592 5 743,277 5 50,972 5 20,828 5 30,144 5 224,969 5	573,148 5 573,148 5 573,148 5 51,493 5 521,041 5 30,452 5 173,476 5	101,639 5 401,279 5 52,020 5 21,257 5 30,763 5 171,456 5	102,678 S 227,652 S 52,552 S 52,474 S 31,078 S 58,904 S	103,728 52,252 53,089 21,693 33,395 315,815 5	15,815 6,462 9,353		
Local Tax Relimbursement Total MSF Relimbursement Balance AVAILABLE TIR (AFTER Developer Relimbursement) MDEQ Environmental Costs State Tax Relimbursement Local Tax Relimbursement Total MDEQ Relimbursement Total MDEQ Relimbursement Balance AVAILABLE TIR (AFTER Developer Relimbursement) Local Only Costs	\$ 712,061	\$ 90,866 \$ 2,198,943 \$ 46,506 \$ 19,004 \$ 27,503 \$ 665,559	\$ 91,798 \$ 2,043,715 \$ 45,983 \$ 19,198 \$ 27,785 \$ 618,576	\$ 92,738 \$ 1,886,897 \$ 47,464 \$ 19,395 \$ 28,069 \$ 571,111	\$ 93,688 \$ \$ 1,726,473 \$ \$ \$ 1,726,473 \$ \$ \$ \$ 19,594 \$ \$ \$ \$ 28,357 \$ \$ \$ 523,161 \$ \$ \$ \$ \$ 523,161 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	94,648 5 1,568,426 5 48,442 5 19,795 5 28,647 5 474,719 5	95,617 5 1,405,740 5 48,938 5 19,997 5 28,541 5 425,731 5	96,596 \$ 1,243,399 \$ 49,439 \$ 20,202 \$ 29,237 \$ 376,342 \$	97,585 \$ 1,078,383 \$ 49,945 \$ 20,409 \$ 29,536 \$	98,583 5 911,684 5 50,456 5 20,618 5 29,838 5	99,592 5 743,277 5 50,972 5 20,828 5 30,144 5	573,148 5 573,148 5 573,148 5 51,493 5 21,041 5 30,452 5 173,476 5	101,639 \$ 401,279 \$ \$ 52,020 \$ 21,257 \$ 30,763 \$	102,678 S 227,652 S 52,552 S 21,474 S 31,078 S 58,904 S	103,728 S2,252 S3,089 21,693 S3,1395 S3,089 S	15,815 6,462 9,353		
Local Tax Relimbursement Total MSF Relimbursement Balance AVAILABLE TIR (AFTER Developer Relimbursement) MDEQ Environmental Costs State Tax Relimbursement Local Tax Relimbursement Total MDEQ Relimbursement Total MDEQ Relimbursement Balance AVAILABLE TIR (AFTER Developer Relimbursement) Local Only Costs	\$ 712,061	\$ 90,866 \$ 2,198,943 \$ \$ 46,506 \$ 19,004 \$ 27,503 \$ 665,559	\$ 91,798 \$ 2,043,715 \$ 45,983 \$ 19,198 \$ 27,785 \$ 618,576	\$ 92,738 \$ 1,886,997 \$ 1,886,997 \$ 47,464 \$ 19,395 \$ 28,069 5 571,111	\$ 93,688 \$ 1,726,473 \$ \$ 1,726,473 \$ \$ \$ 47,951 \$ \$ \$ 19,594 \$ \$ 28,357 \$ \$ 5 23,161 \$ \$ \$ \$ 25,161 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	94,648 S 1,568,426 S 48,442 S 19,795 S 28,647 S 474,719 S	95,617 5 1,406,740 5 48,938 5 19,997 5 28,941 5 425,781 5	96,596 \$ 1,243,399 \$ 49,439 \$ 20,202 \$ 29,237 \$ 376,342 \$	97,585 \$ 1,078,383 \$ 49,945 \$ 20,409 \$ 29,536 \$ 326,397 \$	98,583 5 911,684 5 911,684 5 50,456 \$ 20,618 5 29,838 5 275,941 5	99,592 5 743,277 5 50,972 5 20,828 5 30,144 5 224,969 5	100,610 \$ 573,148 \$ 5 573,148 \$ 5 573,148 \$ 5 5 573,148 \$ 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	101,639 5 401,279 5 52,020 5 21,257 5 30,763 5 171,456 5	102,678 S 227,652 S 52,552 S 21,474 S 31,078 S 58,964 S	103,728 52,252 53,089 21,693 33,395 315,815 5	30,900 15,815 6,462 9,353		
Local Tax Relimbursement Balance AVAILABLE TIR (AFTER Developer Relimbursement) MDEQ Environmental Cost State Tax Relimbursement Local Tax Relimbursement Local Tax Relimbursement Total MDEQ Raimbursement Balance AVAILABLE TIR (AFTER Developer Relimbursement) Local Only Costs Local Tax Relimbursement	\$ 712,06	\$ 90,866 \$ 2,198,943 \$ \$ 46,506 \$ 19,004 \$ 27,503 \$ 665,559	\$ 91,798 \$ 2,043,715 \$ 45,983 \$ 19,198 \$ 27,785 \$ 618,576	\$ 92,738 5 1,885,997 5 47,464 5 19,395 32,069 5 571,111 5 -	\$ 93,688 \$ 1,726,473 \$ \$ 1,726,473 \$ \$ \$ 47,951 \$ \$ \$ 19,594 \$ \$ 28,357 \$ \$ 5 23,161 \$ \$ \$ \$ 25,161 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	94,648 S 1,558,426 S 48,442 S 19,795 S 28,647 S 474,719 S	95,617 5 1,405,740 5 48,938 5 19,997 5 28,541 5 425,781 5	96,596 \$ 1,243,399 \$ 49,439 \$ 20,202 \$ 29,237 \$ 376,342 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	97.585 \$ 1,078,383 \$ 49,945 \$ 20,409 \$ 29,536 \$ 326,397 \$ - \$	98,583 S 911,684 S 50,456 S 20,618 S 29,838 S 275,941 S	99,592 \$ 743,277 \$ 50,972 \$ 20,828 \$ 30,144 \$ 224,966 \$ - 5	100,610 \$ 573,148 \$ 5 573,148 \$ 5 573,148 \$ 5 5 573,148 \$ 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	101,639 \$ 401,279 \$ 52,020 \$ 21,257 \$ 30,763 \$ 121,456 \$ - \$	102,678 S 227,652 S 52,552 S 21,474 S 31,078 S 58,964 S	103,728 52,252 52,252 53,089 22,693 31,395 15,815	15,815 5,462 9,353		
Local Tax Reimbursement Total MSF Reimbursement Balance AMAILABLE TIR (AFTER Developer Reimbursements) MDEQ Environmental Costs State Tax Reimbursement Local Tax Reimbursement Total MDEQ Raimbursement Balance AVAILABLE TIR (AFTER Developer Reimbursement) Local Only Costs Local Tax Reimbursement Total Local Only Reimbursement Balance	\$ 712,06	\$ 90,866 \$ 2,198,943 \$ \$ 46,506 \$ 19,004 \$ 27,503 \$ 665,559	\$ 91,798 \$ 2,043,715 \$ 46,983 \$ 19,198 \$ 27,785 \$ 618,576	\$ 92,738 5 1,885,997 5 47,464 5 19,395 32,069 5 571,111 5 -	\$ 93,688 \$ 1,728,473 \$ \$ 1,728,473 \$ \$ 47,951 \$ \$ \$ 19,594 \$ \$ 28,357 \$ \$ 5 23,161 \$ \$ \$ - 5 \$	94,648 S 1,558,426 S 48,442 S 19,795 S 28,647 S 474,719 S	95,617 5 1,405,740 5 48,938 5 19,997 5 28,541 5 425,781 5	96,596 \$ 1,243,399 \$ 49,439 \$ 20,202 \$ 29,237 \$ 376,342 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	97.585 \$ 1,078,383 \$ 49,945 \$ 20,409 \$ 29,536 \$ 326,397 \$ - \$	98,583 S 911,684 S 50,456 S 20,618 S 29,838 S 275,941 S	99,592 \$ 743,277 \$ 50,972 \$ 20,828 \$ 30,144 \$ 224,966 \$ - 5	\$ 100,610 \$ \$ 573,148 \$ \$ \$ 573,148 \$ \$ \$ \$ 51,493 \$ \$ \$ \$ 21,041 \$ \$ \$ 30,452 \$ \$ \$ 173,476 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	101,639 \$ 401,279 \$ 52,020 \$ 21,257 \$ 30,763 \$ 121,456 \$ - \$	102,678 S 227,652 S 52,552 S 21,476 S 31,078 S 68,904 S	103,728 52,252 53,089 21,693 33,395 15,815	15,815 5,462 9,353		- \$
Local Tax Reimbursement Total MSF Reimbursement Balance AVAILABLE TIR (AFTER Developer Reimbursement) MDEQ Environmental Costs State Tax Reimbursement Local Tax Reimbursement Total MDEQ Reimbursement Balance AVAILABLE TIR (AFTER Developer Reimbursement) Local Only Costs Total Local Only Reimbursement Balance Total Local Only Reimbursement Balance Total Annual Developer Reimbursement AVAILABLE TIR (AFTER Developer Reimbursement) LOCAL BROWNFIELD REVOLVING FUND	\$ 712,06	\$ 90,866 \$ 2,198,943 \$ \$ 46,506 \$ 19,004 \$ 27,503 \$ 665,559	\$ 91,798 \$ 2,043,715 \$ 46,983 \$ 19,198 \$ 27,785 \$ 618,576	\$ 92,738 5 1,885,997 5 47,464 5 19,395 32,069 5 571,111 5 -	\$ 93,688 \$ 1,728,473 \$ \$ 1,728,473 \$ \$ 47,951 \$ \$ \$ 19,594 \$ \$ 28,357 \$ \$ 5 23,161 \$ \$ \$ - 5 \$	94,648 S 1,558,426 S 48,442 S 19,795 S 28,647 S 474,719 S	95,617 5 1,405,740 5 48,938 5 19,997 5 28,541 5 425,781 5	96,596 \$ 1,243,399 \$ 49,439 \$ 20,202 \$ 29,237 \$ 376,342 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	97.585 \$ 1,078,383 \$ 49,945 \$ 20,409 \$ 29,536 \$ 326,397 \$ - \$	98,583 S 911,684 S 50,456 S 20,618 S 29,838 S 275,941 S	99,592 \$ 743,277 \$ 50,972 \$ 20,828 \$ 30,144 \$ 224,966 \$ - 5	\$ 100,610 \$ \$ 573,148 \$ \$ \$ 573,148 \$ \$ \$ \$ 51,493 \$ \$ \$ \$ 21,041 \$ \$ \$ 30,452 \$ \$ \$ 173,476 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	101,639 \$ 401,279 \$ 52,020 \$ 21,257 \$ 30,763 \$ 121,456 \$ - \$	102,678 S 227,652 S 52,552 S 21,476 S 31,078 S 68,904 S	103,728 52,252 53,089 21,693 33,395 15,815	15,815 5,462 9,353		- 5
Local Tax Reimbursement Total MSF Reimbursement Balance AVAILABLE TM (AFTER Developer Reimbursement) MDEQ Environmental Costs State Tax Reimbursement Local Tax Reimbursement Total MDEQ Reimbursement Balanca AVAILABLE TM (AFTER Developer Reimbursement) Local Only Costs Local Tax Reimbursement Total Local Only Reimbursement Balance Total Aranual Developer Reimbursement AVAILABLE TM (AFTER Developer Reimbursement) LOCAL BROWNFIELD REVOLVING FUND LBRP Deposits *	\$ 712,06	\$ 90,866 \$ 2,198,943 \$ \$ 46,506 \$ 19,004 \$ 27,503 \$ 665,559 \$ 200,159	\$ 91,798 \$ 2,043,715 \$ 46,983 \$ 19,198 \$ 27,785 \$ 618,576	\$ 92,738 \$ 1,886,997 \$ 47,464 \$ 19,395 \$ 28,069 \$ 571,111 \$ - \$ 204,282	\$ 93,688 \$ 1728,473 \$ 5 1728,473 \$ 5 47,951 \$ 5 19,594 \$ 5 28,357 \$ 5 523,161 \$ 5 - 5 \$ 206,375 \$ \$	94,648 S 1,563,426 S 48,442 S 19,795 S 28,647 S 474,719 S	95,617 5 1,405,740 5 45,938 5 19,997 5 125,941 5 425,781 5	96,596 \$ 1,243,399 \$ 49,439 \$ 20,202 \$ 29,237 \$ 376,342 \$ - \$ - \$ 212,780 \$	97.585 \$ 1,078,383 \$ 49,945 \$ 20,409 \$ 29,536 \$ 326,397 \$ - \$	98,583 S 911,684 S 50,456 S 20,618 S 29,838 S 275,941 S	99,592 \$ 743,277 \$ 50,972 \$ 20,828 \$ 30,144 \$ 224,966 \$ - 5	100,610 \$ 573,148 \$ 5	101,639 \$ 401,279 \$ 52,020 \$ 21,257 \$ 30,763 \$ 121,456 \$ - \$	102,678 S 227,652 S 52,552 S 21,474 S 31,078 S 68,904 S - S 225,178 S	103,728 52,252 53,089 21,693 33,395 15,815	30,900 15,815 6,462 9,353	\$	
Local Tax Relimbursement Total MSF Relimbursement Balance AVAILABLE TIR (AFTER Developer Relimbursement) MDEQ Environmental Costs State Tax Relimbursement Local Tax Relimbursement Total MDEQ Relimbursement Balance AVAILABLE TIR (AFTER Developer Relimbursement) Local Tax Relimbursement Balance Total Local Only Relimbursement Balance Total Local Only Relimbursement Balance Total Arasual Developer Relimbursement AVAILABLE TIR (AFTER Developer Relimbursement) LOCAL BROWNFIELD REVOLVING FUND LBRF Deposits * State Tax Capture	\$ 712,06	\$ 90,866 \$ 2,198,943 \$ \$ 46,506 \$ 19,004 \$ 27,503 \$ 665,559 \$ 200,159	\$ 91,798 \$ 2,043,715 \$ 45,983 \$ 19,198 \$ 27,785 \$ 618,576 \$ -1 \$ 202,210	\$ 92,738 \$ 1,886,997 \$ 47,464 \$ 19,395 \$ 28,069 \$ 571,111 \$ - \$ 204,282	\$ 93,688 \$ 1728,473 \$ 5 1728,473 \$ 5 47,951 \$ 5 19,594 \$ 5 28,357 \$ 5 523,161 \$ 5 - 5 \$ 206,375 \$ \$	94,648 S 1,563,426 S 48,442 S 19,795 S 28,647 S 474,719 S	95,617 5 1,405,740 5 45,938 5 19,997 5 125,941 5 425,781 5	96,596 \$ 1,243,399 \$ 49,439 \$ 20,202 \$ 29,237 \$ 376,342 \$ - \$ - \$ 212,780 \$	97,585 \$ 1,078,385 \$ 1,078,385 \$ 49,945 \$ 20,409 \$ 29,536 \$ 326,397 \$ - \$ 234,958 \$	98,583 \$ 911,684 \$ 50,456 \$ 20,618 \$ 29,838 \$ 275,941 \$ - \$ 217,157 \$	59,592 743,277 3 50,972 5 20,928 5 30,144 5 224,966 5 - 3 - 5 219,379 5	100,610 \$ 573,148 \$ 5	101,639 \$ 401,279 \$ 52,020 \$ 52,020 \$ 21,257 \$ 30,763 \$ 121,456 \$ 5 125,456 \$ 5 223,889 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$	102,678 S 227,652 S 52,552 S 21,474 S 31,078 S 68,904 S - S 225,178 S	103,728 52,252 53,089 21,693 31,395 15,815 15,815 1228,490 1	30,900 15,815 6,462 9,353 68,067	\$ 233,18	\$ 23
Local Tax Reimbursement Total MSF Reimbursement Balance AVAILABLE TIR (AFTER Developer Reimbursement) MDEQ Environmental Costs State Tax Reimbursement Local Tax Reimbursement Total MDEQ Reimbursement Total MDEQ Reimbursement Balance AVAILABLE TIR (AFTER Developer Reimbursement) Local Only Costs Total Local Only Reimbursement Balance Total Annual Developer Reimbursement AVAILABLE TIR (AFTER Developer Reimbursement) LOCAL BROWNFIELD REVOLVING FUND LBRE Deposits ** State Tax Capture	\$ 712,06	\$ 90,866 \$ 2,198,943 \$ \$ 46,506 \$ 19,004 \$ 27,503 \$ 665,559 \$ 200,159	\$ 91,798 \$ 2,043,715 \$ 45,983 \$ 19,198 \$ 27,785 \$ 618,576 \$ -1 \$ 202,210	\$ 92,738 \$ 1,886,997 \$ 47,464 \$ 19,395 \$ 28,069 \$ 571,111 \$ - \$ 204,282	\$ 93,688 \$ 1728,473 \$ 5 1728,473 \$ 5 47,951 \$ 5 19,594 \$ 5 28,357 \$ 5 523,161 \$ 5 - 5 \$ 206,375 \$ \$	94,648 S 1,563,426 S 48,442 S 19,795 S 28,647 S 474,719 S	95,617 5 1,405,740 5 45,938 5 19,997 5 125,941 5 425,781 5	96,596 \$ 1,243,399 \$ 49,439 \$ 20,202 \$ 29,237 \$ 376,342 \$ - \$ - \$ 212,780 \$	97,585 \$ 1,078,385 \$ 1,078,385 \$ 49,945 \$ 20,409 \$ 29,536 \$ 326,397 \$ - \$ 234,958 \$	98,583 \$ 911,684 \$ 50,456 \$ 20,618 \$ 29,838 \$ 275,941 \$ - \$ 217,157 \$	59,592 743,277 3 50,972 5 20,928 5 30,144 5 224,966 5 - 3 - 5 219,379 5	100,610 \$ 573,148 \$ 5	101,639 \$ 401,279 \$ 52,020 \$ 52,020 \$ 21,257 \$ 30,763 \$ 121,456 \$ 5 125,456 \$ 5 223,889 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$	102,678 S 227,652 S 52,552 S 21,474 S 31,078 S 68,904 S - S 225,178 S	103,728 S2,252 S2,252 S2,252 S3,089 S3	15,815 6,462 9,353 68,067	\$ \$ 233,18 \$ 54,28	\$ 23 1 5 9
Local Tax Relimbursement Total MSF Relimbursement Balance AVAILABLE TIR (AFTER Developer Relimbursement) MDEQ Environmental Costs State Tax Relimbursement Local Tax Relimbursement Total MDEQ Ralimbursement Balance AVAILABLE TIR (AFTER Developer Relimbursement) Local Tax Relimbursement Balance Total Local Only Relimbursement Balance Total Answari Developer Relimbursement Total Local Only Relimbursement AVAILABLE TIR (AFTER Developer Relimbursement) LOCAL BROWNFIELD REVOLVING FUND LBRF Deposits * State Fax Capture	\$ 712,06	\$ 90,866 \$ 2,198,943 \$ \$ 46,506 \$ 19,004 \$ 27,503 \$ 665,559 \$ 200,159	\$ 91,798 \$ 2,043,715 \$ 45,983 \$ 19,198 \$ 27,785 \$ 618,576 \$ -1 \$ 202,210	\$ 92,738 \$ 1,886,997 \$ 47,464 \$ 19,395 \$ 28,069 \$ 571,111 \$ - \$ 204,282	\$ 93,688 \$ 1728,473 \$ 5 1728,473 \$ 5 47,951 \$ 5 19,594 \$ 5 28,357 \$ 5 523,161 \$ 5 - 5 \$ 206,375 \$ \$	94,648 S 1,563,426 S 48,442 S 19,795 S 28,647 S 474,719 S	95,617 5 1,405,740 5 45,938 5 19,997 5 125,941 5 425,781 5	96,596 \$ 1,243,399 \$ 49,439 \$ 20,202 \$ 29,237 \$ 376,342 \$ - \$ - \$ 212,780 \$	97,585 \$ 1,078,385 \$ 1,078,385 \$ 49,945 \$ 20,409 \$ 29,536 \$ 326,397 \$ - \$ 234,958 \$	98,583 \$ 911,684 \$ 50,456 \$ 20,618 \$ 29,838 \$ 275,941 \$ - \$ 217,157 \$	59,592 743,277 3 50,972 5 20,928 5 30,144 5 224,966 5 - 3 - 5 219,379 5	100,610 \$ 573,148 \$ 5	101,639 \$ 401,279 \$ 52,020 \$ 52,020 \$ 21,257 \$ 30,763 \$ 121,456 \$ 5 125,456 \$ 5 223,889 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$	102,678 S 227,652 S 52,552 S 21,474 S 31,078 S 68,904 S - S 225,178 S	103,728 S2,725 S2,725 S2,725 S2,725 S3,089 S2,089 S3,395 S3,395 S5,815 S4,815 S4	30,900 115,815 6,462 9,353 88,067 162,758 162,758 96,267	\$ 233,118 \$ 95,239 \$ 127,89	\$ 235 1 5 96 2 5 135
Local Tax Reimbursement Total MSF Reimbursement Balance AVAILABLE TIR (AFTER Developer Reimbursement) MDEQ Environmental Costs State Tax Reimbursement Local Tax Reimbursement Total MDEQ Reimbursement Total MDEQ Reimbursement Balance AVAILABLE TIR (AFTER Developer Reimbursement) Local Only Costs Total Local Only Reimbursement Balance Total Annual Developer Reimbursement AVAILABLE TIR (AFTER Developer Reimbursement) LOCAL BROWNFIELD REVOLVING FUND LBRE Deposits ** State Tax Capture	eligible activities are n	\$ 90,866 \$ 2,198,943 \$ \$ 46,506 \$ 19,004 \$ 27,503 \$ 665,559 \$ 2800,159 \$ 200,159	\$ 91,798 \$ 2,043,715 \$ 46,983 \$ 19,198 \$ 27,785 \$ 618,576 \$ -1 \$ 202,210	\$ 92,738 \$ 1,886,997 \$ 19,395 \$ 28,069 \$ 771,111 \$ - \$ 204,282	\$ 93,688 \$ 1728,473 \$ 5 1728,473 \$ 5 47,951 \$ 5 19,594 \$ 5 28,357 \$ 5 523,161 \$ 5 - 5 \$ 206,375 \$ \$	94,648 S 1,563,426 S 48,442 S 19,795 S 28,647 S 474,719 S	95,617 5 1,405,740 5 45,938 5 19,997 5 125,941 5 425,781 5	96,596 \$ 1,243,399 \$ 49,439 \$ 20,202 \$ 29,237 \$ 376,342 \$ - \$ - \$ 212,780 \$	97,585 \$ 1,078,385 \$ 1,078,385 \$ 49,945 \$ 20,409 \$ 29,536 \$ 326,397 \$ - \$ 234,958 \$	98,583 \$ 911,684 \$ 50,456 \$ 20,618 \$ 29,838 \$ 275,941 \$ - \$ 217,157 \$	59,592 743,277 3 50,972 5 20,928 5 30,144 5 224,966 5 - 3 - 5 219,379 5	100,610 \$ 573,148 \$ 5	101,639 \$ 401,279 \$ 52,020 \$ 52,020 \$ 21,257 \$ 30,763 \$ 121,456 \$ 5 125,456 \$ 5 223,889 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$ 5 \$	102,678 S 227,652 S 52,552 S 21,474 S 31,078 S 68,904 S - S 225,178 S	103,728 S2,252 S2,252 S2,252 S3,089 S3	30,900 115,815 6,462 9,353 88,067 162,758 162,758 96,267	\$ 233,118 \$ 95,239 \$ 127,89	\$ 235 1 5 96 2 5 135
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140 South Saginar Street
Ponite, Childhod Cauray, Michigan
Aburch 31, 2018

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		1000		TOTAL
Total State Incremental Revenue	m	110,702	w	1,833,469
State Brownfield Redevelopment Fund (50% of 30)	-	11.538	N/S	229,184
State TIR Available for Reimbursement	10	96,864	10	1,604,285
Total Local Incremental Revenue	49	146,106	1/3	2,419,850
500A Administrative Fee (Nat-fee)	M	5,000	NA.	90,000
Local TIR Available for Reimbursement.	1/6	141,106	1/5	2,329,850
Total State & Local TIR Available	1/1	237,976	10	3,938,136
DEVELOPER				
DEVELOPER Relimbursement Salance			95	*
NET PAYMENT TO DEIXELOPER	1		No.	3,064,650
MSE Mon-Environmental Costs			4.0	3 352 595
State Tax Reimbursement	L		·	951 328
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Total MSF Reimbursement Balance			in	
AVAILABLE TIR (AFTER Developer Reimbursement)				
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State Tax Reimbursement	L		4/1	290,967
Local Tax Reimbursement	L		10	421,098
Total MDEQ Reimbursement Balance			w	
AVAILABLE TIR (AFTER Developer Reimburgement)				
Local Only Costs	L		u	1
Local Tax Reimbursement				
Total Local Only Reimbursement Balance			V3	*
Total Avenual Developer Reimbarrament			10	3,064,660
AVAILABLE TIR (AFTER Developer Reimbursement)			101	
LOCAL BROWNFIELD REVOLVING FUND	1			
LBRF Deposits *	s	237,970	·	859,475
State Tax Capture	in	97,243	415	355,289
Local Tax Capture	S	140,730	w	514,187
Total L&RF Cactures	v	869.476	w	869.475

Total Lafe Copture

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Coptiones.

Attachment D

Phase II ESA Report with a Description Conditions
And
BEA Determination of "facility" Status



ONE COMPANY INFINITE SOLUTIONS.

December 4, 2015

Adorno Poccinini Walbridge 777 Woodward Avenue, Suite Detroit, MI 48226

Atwell, LLC Project Number: 15002193

RE: Phase I ESA for the building and property located at 140 South Saginaw Street, Pontiac, Oakland County, Michigan (subject site)

Dear Mr. Poccinini,

Atwell, LLC is pleased to submit its report on the Phase I Environmental Site Assessment conducted at the above referenced site.

The project objective was to perform a specified scope of research, evaluate the data, and render a professional opinion on environmental conditions at the site. The information and opinions included in this report are exclusively for the use of Walbridge and Oakland County.

We appreciate the opportunity to be of service to you on this project. Should you have any questions or desire further information, please contact us at (248) 447-2000.

Sincerely, ATWELL, LLC

Allan R. Longyear, PG

Project Manager





PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT 140 SOUTH SAGINAW STREET PONTIAC, MI 48342

Prepared for

WALBRIDGE
ADORNO POCCININI
777 WOODWARD AVENUE, SUITE
DETROIT, MI 48226

ATWELL PROJECT NO. 15002193

DECEMBER 04, 2015

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1.0 General Information

Project Information:

Pontiac, Michigan - Phase I ESA

15002193

Consultant Information:

Atwell, LLC

Two Towne Square Southfield, MI 48076

Phone: 248-447-2000 **Fax:** 248-447-2001

E-mail Address: ALongyear@atwell-group.com

Inspection Date: 11/18/2015 **Report Date:** 12/04/2015

Site Information:

Pontiac Place

140 South Saginaw Street

Pontiac, MI 48342 County: Oakland County

Latitude, Longitude: 42.632800, -83.291100

Site Access Contact: N/A

Client Information:

Walbridge

Adorno Poccinini

777 Woodward Avenue, Suite

Detroit, MI 48226

Site Assessor:

Rebecca M. Harbison Environmental Consultant

Senior Reviewer:

Allan R. Longyear, PG

Project Manager

General Notes:

Atwell conducted the Phase I Environmental Site Assessment (ESA) in order to provide an independent, professional opinion of the possible presence of Recognized Environmental Conditions (RECs) or other possible environmental concerns (if any) associated with the subject site as part of environmental due diligence.

An REC is defined as the presence or likely presence of any hazardous substance or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) or under conditions that pose a material threat of a future release to the environment.

A Controlled REC (CREC) is defined as an REC resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority, with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls.

A Historical REC (HREC) is defined as a past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority, *without* subjecting the property to any required controls.

In accordance with the United States Environmental Protection Agency, 40 Code of Federal Regulations (CFR) Part 312, "All Appropriate Inquiry" (AAI), Atwell is providing the following Environmental Professional (EP) declarations.

EP Certification:

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 312.10 of this part.

Allan R. Longyear, PG - Project Manager

AAI Certification:

I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Allan R. Longyear, PG - Project Manager

2.0 Executive Summary

Current Use of Property

During the site reconnaissance, Atwell observed the subject site to be comprised of approximately 1.3-acres of developed land located at 140 South Saginaw Street, Pontiac, Michigan. The subject site includes one, approximately 145,000-square foot, seven story commercial office building situated in the central portion of the property, with the remaining portions consisting of asphalt covered parking areas and limited maintained landscaping. The structure consists of office space around the perimeter of each floor, with the core of the building housing the restrooms, stairwells, elevators, and mechanical rooms. The structure also has a full basement, which houses most of the mechanical equipment as well additional office space. During the site inspection, Atwell observed the subject site to be vacant of occupants and operations. The interior of the subject building was observed to be in poor condition, with significant water intrusion and mold growth visible in the basement, sixth floor, and seventh floor.

Database/Records Review

Atwell retained Environmental Data Resources (EDR) tribal, state and EDR proprietary records related to the subject site and nearby properties within the American Society for Testing and Materials (ASTM) approximate minimal search radius. Atwell's evaluation of RECs includes circumstances where migration of hazardous substances or petroleum products in solid or liquid form at the surface or subsurface (including vapors) could reach the subject site.

- The EDR report identified RCRA-Non Generator, Facility Index Systems (FINDS), Baseline Environmental Assessment (BEA), MI Inventory, and Waste Data System (WDS) listings associated with the subject site. EDR identified numerous database listings associated with the subject site. According to the report, the subject site was a registered RCRA facility from 1991 through 2005 and no regulatory violations have been reported to date. Records indicate that two BEA reports were prepared for the subject site in 2005 and 2008. A BEA is completed for contaminated property in Michigan to limit liability for new owners. Atwell submitted a records request to the Michigan Department of Environmental Quality (MDEQ) to review the BEA reports and determined that elevated levels of volatile organic compounds (VOCs) and metals were identified in the subject site soils and groundwater at concentrations exceeding applicable MDEQ criteria. The contamination is associated with historical filling station and automobile service operations that occurred on the northeast portion of the subject site in the 1930s through 1950s. It is the opinion of the EP that the documented contamination at the subject site represents an REC.
- EDR also identified 22 sites of known or suspect contamination located within one-quarter mile of the subject site. Based on a review of the EDR report, Atwell determined that these sites have no reported violations or releases, achieved MDEQ approved closure, are located hydraulically down or cross gradient to the subject site, or are not located within close proximity (i.e., one-eighth mile) of the subject site. Therefore, it is the opinion of the EP that the nearby sites do not represent RECs.
- In addition, Atwell reviewed the EDR Orphan Summary (list of sites with inadequate address information) and did not identify any sites of known or suspect contamination located within one-quarter mile of the subject site.
- Atwell conducted a preliminary vapor migration assessment of the property. The purpose of this
 assessment was to determine any potential risk related to volatile constituents associated with
 known soil or groundwater contamination in close proximity to the site building that may
 adversely impact indoor air quality. Based on a review of subsurface investigation reports
 completed for the subject site indicating elevated levels of VOCs in the groundwater at the

2.0 Executive Summary (continued)

Database/Records Review (continued)

subject site, it is the opinion of the EP that there is a moderate potential for vapor migration concerns to be present on the subject site.

Historical/Document Review

Based on information gathered during the site investigation and a review of aerial photographs, fire insurance maps, historical address indexes and municipal records, Atwell concluded that the subject site has been developed with the current commercial office building since 1972. Prior to 1972, the subject site was developed with multiple structures (including filling stations, automobile repair businesses, residential dwellings, and restaurants) back to at least 1888 (as depicted in the Sanborn Maps). Several subsurface investigations (identified below) have been completed by other consultants to address the historical filling station operations at the subject site and north adjoining property. Review of previous subsurface investigation reports and extensive ground penetrating radar (GPR) studies indicates that the historical on-site USTs were likely removed as part of site redevelopment activities.

During the course of this Phase I ESA, Atwell was provided the opportunity to review several previous environmental reports completed for the subject site, including: (1) BEA completed by McDowell & Associates (McDowell), dated April 22, 2008; (2) BEA completed by LFR Levine Fricke (LFR), dated November 11, 2005; Phase II Subsurface Investigation report completed by Hillman Environmental Group, LLC (Hillman), dated October 6, 2004. RECs identified for the subject site by other consultants include: (1) historical gas station and automobile service/repair operations on the northern and eastern portions of the property from the 1920s through 1950s; (2) historical battery shop, auto repair shop, and paint/linoleum store on the eastern portion of the property from the 1920s through 1950s; (3) a historical UST depicted at the east adjacent property in the 1924 Sanborn Map; historical UST depicted at the east adjacent property in the 1924 Sanborn Map; and (4) elevated levels of VOCs and metals identified in soil and groundwater at concentrations exceeding applicable criteria following the completion of several subsurface investigations. Based on the demonstrated soil and groundwater contamination, the subject site qualifies as a "facility" as defined in Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994. It is the opinion of the EP that the documented contamination at the subject site represents an REC.In Atwell's professional opinion, the testing completed during the previous subsurface investigations did not include a full list of parameters typically associated with automobile service/repair shop operations [i.e., solvents, polynuclear aromatic hydrocarbons (PNAs)] at each soil boring location; thus did not adequately address the historical uses of the subject site.

Site Reconnaissance Findings

During the site reconnaissance, Atwell evaluated the subject site for the potential presence of Recognized Environmental Conditions as defined by ASTM Designation: E 1527-13.

During the site reconnaissance, Atwell observed the following REC:

• Atwell inspected the subject site for the presence of oil-cooled electrical equipment that may contain polychlorinated biphenyls (PCBs). During the site reconnaissance, Atwell observed several electrical transformers and two elevator mechanical units stored within concrete vaults in the subject building's basement. The vaults were filled with water and the transformers were overturned and appeared to be in various stages of disrepair. Based on the age of the structure (reportedly constructed in 1972), the possibility exists for the electrical equipment to contain PCBs. Based on the observed condition of the equipment, it is likely that the electrical equipment has leaked onto the nearby concrete surfaces; thus representing an REC.

2.0 Executive Summary (continued)

Site Reconnaissance Findings (continued)

In addition, Atwell identified several hundred fluorescent lighting bulbs stored within a basement office of the subject building during the site reconnaissance. Fluorescent bulbs often contain hazardous levels of mercury or other metals. If these bulbs are not recycled, they must be tested to verify that they are not hazardous waste before disposal as solid waste. If the bulbs are recycled, the waste characterization requirements would not apply. Atwell recommends that all fluorescent bulbs and ballasts (if any) be properly disposed or recycled in accordance with State and Federal regulations.

Other Environmental Considerations

No evaluation for other environmental considerations was conducted during the course of this Phase I ESA.

Findings and Opinions

During the course of this Phase I ESA, Atwell identified and evaluated several potential environmental concerns and it is the opinion of the EP that the following RECs have been identified for the subject site:

- The documented soil and groundwater contamination at the subject site; and
- The potential impact to the subject site resources from leaking electrical equipment in the subject building basement.

Conclusions

Atwell has performed this Phase I ESA in general conformance with the scope and limitations of ASTM Practice E1527-13 and AAI specifications for the building and property located at 140 South Saginaw Street, Pontiac, Michigan. During the course of this Phase I ESA, the EP identified RECs associated with the subject site as previously identified. Therefore, Atwell recommends that a Limited Phase II Subsurface Investigation be conducted to determine the nature, extent and materiality of the RECs. In addition, Atwell recommends that new owners prepare a Baseline Environmental Assessment within 45 days of purchase.

Suggested Actions to Address Business Environmental Risk

The scope of services for this Phase I ESA did not include providing suggested actions to address business environmental risk.

Disclaimer

This report was prepared solely for the benefit of Walbridge and Oakland County and no other party or entity shall have any claim against Atwell due to the performance or nonperformance of the services presented herein. Only Walbridge and Oakland County may rely upon this report for the sole purpose of obtaining financing, obtaining refinancing, acquisition of the subject site, lease of the subject site, or sale of the subject site. Any other parties seeking reliance upon this report must obtain Atwell's prior written approval. Atwell specifically renounces any and all claims by parties asserting a third party beneficiary status.

3.0 Introduction

3.1 Purpose

Atwell conducted the Phase I Environmental Site Assessment (ESA) in order to provide an independent, professional opinion of the possible presence of Recognized Environmental Conditions (RECs) or other possible environmental concerns (if any) associated with the subject site as part of environmental due diligence. As defined in American Society for Testing and Materials (ASTM) Designation: E 1527-13, the term Recognized Environmental Conditions means "the presence or likely presence of any hazardous substance or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) or under conditions that pose a material threat of a future release to the environment".

Performance of the Phase I ESA was intended to reduce, but not eliminate, uncertainty regarding the existence of Recognized Environmental Conditions in connection with the subject site.

3.2 Scope of Work

Atwell performed the Phase I ESA while using standards typically adhered to by other environmental consulting professionals. Atwell adheres to such professional standards in an effort to maintain innocent landowner defense options for sellers, bona fide prospective purchasers, lenders and/or contiguous property owners under guidelines set forth in the Federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). The Phase I ESA was performed to meet the standard of "All Appropriate Inquiry" (AAI) as promulgated by the United States Environmental Protection Agency (USEPA) to qualify for the CERCLA innocent landowner defenses.

The Phase I ESA was conducted in general conformance with the ASTM Designation: E 1527-13, Standard Practice For Conducting Environmental Site Assessments and 40 Code of Federal Regulations (CFR) Part 312, AAI.

This Phase I ESA was performed to evaluate environmental risk and does not include any investigation involving business environmental risks.

The Scope of Work for the Phase I ESA included:

A visual inspection of the subject site on November 18, 2015, and all improvements thereon to evaluate general environmental conditions;

Establishing the present and past land uses at and adjacent to the site through the review of: (1) historical aerial photographs; (2) city directories; (3) the local topographic map; (4) local Assessment/Building Department/Tax records; (5) historical Sanborn Fire Insurance Maps, if available; (6) the local Fire Department, and (7) interviews with present and past owners, operators and/or occupants, when available;

A review and evaluation of the following databases of federal, tribal, state, and local known or suspected sites of environmental contamination within the applicable ASTM recommended distance from the subject site, including but not limited to: (1) The United States Environmental Protection Agency's (USEPA's) National Priority List (NPL) records including, current NPL sites, proposed NPL sites, de-listed NPL sites and NPL recovery (Superfund Liens) sites; (2) The USEPA's Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) list of known or suspected hazardous waste sites; (3) The USEPA's Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS)-No Further Remedial Action Planned (NFRAP) list of known or suspected hazardous waste sites; (4) The USEPA's Resource Conservation Recovery Act (RCRA) Corrective Action Report (CORRACTS) list for facilities that produce small quantities, large quantities, or transport, store, or dispose (TSD) of hazardous materials that are subject to corrective action under RCRA; (5) The USEPA's Resource Conservation Recovery Information System (RCRIS) Non-CORRACTS notifier list for facilities that generate small quantities, large quantities, or TSD of

3.0 Introduction (continued)

3.2 Scope of Work (continued)

hazardous materials; (6) The USEPA's Emergency Response Notification System (ERNS) list for reported releases of oil and hazardous substances; (7) USEPA's listing of sites with activity use limitations (AUL), engineering controls (US Eng. Controls), or sites with institutional controls in place (US Inst. Controls); (8) USEPA's listing of Brownfields sites; (9) state and tribal-equivalent, prioritized listing of known sites of environmental contamination [State Hazardous Waste Sites (SHWS)]; (10) state and tribal-equivalent listing of NPL sites; (11) state and tribal-equivalent listing of CERCLA sites; (12) state and tribal-equivalent listing of Leaking Underground Storage Tank (LUST) sites; (13) state and tribal-equivalent listing of Registered Aboveground or Underground Storage Tanks (AST/UST); (15) state and tribal-equivalent listing of sites subject to engineering controls (Eng Controls); (16) state and tribal-equivalent listing of Sites which are subject to institutional controls (Inst Controls); (17) state and tribal-equivalent listing of Voluntary Clean-up Sites (VCP); (18) state and tribal-equivalent listing of Brownfield sites; (19) proprietary and state-specific environmental database sites within one-quarter mile of the subject site, and

Atwell has also provided a list of references used to complete the project (Appendix A).

The Phase I ESA was conducted between the period of November 13, 2015 to December 4, 2015.

This Phase I ESA was completed by Ms. Rebecca M. Harbison, Environmental Consultant of Atwell, under the supervision of Mr. Allan R. Longyear, Project Manager and Environmental Professional (EP). The EP's involvement includes the project planning; supervision; reviewing and interpreting all data collected; formation of findings and opinions; report review, and recommendations for any further investigations, if warranted. Personnel resumes are included in **Appendix B**.

3.3 Significant Assumptions

During the course of this Phase I ESA, no significant assumptions were made.

3.4 Limitations and Exceptions

During the site reconnaissance, interior visual observations were limited due to the lack of power to the subject site. These gaps, conditions and/or absences of information represent data failure in records pertaining to the subject site.

The information obtained from external sources, to the extent it was relied upon to form Atwell's opinion about the environmental condition of the site, was assumed to be complete and correct. Atwell cannot be responsible for the quality and content of information from these sources. However, based on a review of readily available and reasonably ascertainable information, Atwell concluded that these limitations/data gaps should not materially limit the reliability of the report and that a thorough documentation of the subject site's environmental condition has been conducted.

3.5 Deviations From the ASTM Standard

No deviations from the recommended scope of ASTM Standard E 1527-13 or AAI were performed as part of this Phase I ESA with the exception of any additions noted in Detailed Scope of Services or any additional items addressed in Section 9.0 (Other Environmental Considerations).

3.0 Introduction (continued)

3.6 Special Terms and Conditions

Authorization to perform this assessment was given by the client on November 13, 2015. Instructions as to the location of the property, access, and an explanation of the property and facilities to be assessed were provided by Mr. Adorno Piccinini of Walbridge.

3.7 Reliance

Atwell stipulates that, as of the date of the report, the information and opinions included in this Phase I ESA may be used and relied upon by Walbridge and Oakland County.

4.0 Site Description

4.1 Location and Legal Description

The subject site is located in the northeast quarter of Section 32, Township 3 North, Range 10 East, in the City of Pontiac, Oakland County, Michigan. A legal description (Parcel Number 64-14-32-235-001) for the subject site is presented in **Appendix H**. The location of the subject site is presented on the Site Location Map in Figure 1 (**Appendix C**).

4.2 Site and Vicinity Description

During the site reconnaissance, Atwell observed the subject site to be comprised of approximately 1.3-acres of developed land located at 140 South Saginaw Street, Pontiac, Michigan. The subject site includes one, approximately 145,000-square foot, seven story commercial office building situated in the central portion of the property, with the remaining portions consisting of asphalt covered parking areas and limited maintained landscaping. The building consists of office space around the perimeter of each floor, with the core of the building housing the restrooms, stairwells, elevators, and mechanical rooms. The structure also has a full basement, which houses most of the mechanical equipment as well additional office space. The area surrounding the site is primarily commercial. The Site Plan View is included as Figure 2 (Appendix C).

4.3 Current Use of Property

During the site inspection, Atwell observed the subject site to be vacant of occupants and operations. The interior of the subject building was observed to be in poor condition, with significant water intrusion and mold growth visible in the basement, sixth floor, and seventh floor.

4.4 Description of Structures and Other Improvements

With the exception of the subject building, paved parking areas, and public utilities, no other improvements are located on the subject site. Refer to Section 6.2 for further information.

Building Name				Heat Source
140 South Saginaw		7 plus basement	~145,000	Natural Gas
General Constructi				
				nposite steel-concrete
floors, aluminum fra	me windows, and alu	minum & steel door a	assemblies. Interior fi	nishes were generally
observed to be in p	oor condition (i.e.,	water damaged or o	therwise destroyed) a	and include: carpet,
ceramic tile, and lar	ninate flooring; dryw	vall, tile, and CMU l	block walls; and acou	ustic tile and drywall
ceilings.			·	<u> </u>

4.0 Site Description (continued)

4.5 Current Adjoining Property Information

The subject site is bordered to the north by West Judson Street, with the Phoenix Center (a mutli-tenant commercial office building and parking structure) beyond; to the east by South Saginaw Street, with First United Methodist Church beyond; to the south by Jackson Street, with a vacant lot beyond; and to the west by Woodward Avenue, with the Amtrak Train Station and railway beyond. During the site reconnaissance, Atwell did not observe any RECs associated with the adjacent properties.

5.0 User Provided Information

5.1 Title Records

Atwell was provided limited title records for the subject site during the course of this Phase I ESA, which indicated that the current property owner for the subject site is Oakland County. Please refer to Section 6.2 for current and historical ownership/use of the subject site.

5.2 Environmental Liens and Activity/Use Limitations

The client/user indicated that they had no knowledge of any environmental liens or activity/use limitations associated with the subject site.

5.3 Specialized Knowledge

No specialized knowledge in connection with the current or historical use of the subject site, facility operations or adjacent properties was identified by the user/client.

5.4 Purchase Price and Market Value Comparison

The user/client stated that the purchase price appears to be lower than the fair market value, based on the property being purchased following a foreclosure.

5.5 Valuation Reduction for Environmental Issues

No environmental issues were identified by the user/client that could result in property value reduction.

5.6 Owner, Property Manager, and Occupant Information

No other pertinent information in connection with the subject site was provided by the owner, the property manager or the occupant.

5.7 Reason For Performing Phase I

The Phase I ESA is being conducted for Walbridge as part of environmental due diligence prior to property transfer. The User Provided Information questionnaire is included in **Appendix E**.

6.0 Records Review

6.1 Standard Environmental Records Sources

Atwell retained EDR of Shelton, Connecticut, to review federal, tribal, state and EDR proprietary records related to the subject site and nearby properties within the ASTM approximate minimum search radius (as seen on the table below). However, Atwell typically reviews local, state, tribal or federal database records of those sites of known environmental contamination (i.e., SHWS, LUST,

6.1 Standard Environmental Records Sources (continued)

CERCLIS, and NPL sites) within a one-quarter mile radius of the subject site. Atwell considers sites within this specified search radius as having the most potential to impact the subject site. Also, Atwell typically reviews local, state, tribal or federal database records of those sites of suspected environmental contamination (i.e., UST, Indian UST and RCRA generator sites), which adjoin the subject site, or, in the professional opinion of Atwell, are of such nature and proximity to the subject site to represent RECs. Atwell's evaluation of RECs includes circumstances where migration of hazardous substances or petroleum products in solid or liquid form at the surface or subsurface (including vapors) could reach the subject site.

- The EDR report identified RCRA-NonGen, Facility Index Systems (FINDS), BEA, MI Inventory, and Waste Data System (WDS) listings associated with the subject site. According to the report, the subject site was a registered RCRA facility from 1991 through 2005 and no regulatory violations have been reported to date. Records indicate that two BEA reports were prepared for the subject site in 2005 and 2008. A BEA is completed for contaminated property in Michigan to limit liability for new owners. Atwell submitted a records request to the MDEQ to review the BEA reports and determined that elevated levels of volatile organic compounds (VOCs) and metals were identified in the subject site soils and groundwater at concentrations exceeding applicable MDEQ criteria. The contamination is associated with historical filling station and automobile service operations that occurred on the northeast portion of the subject site in the 1930s through 1950s, as discussed in Section 6.4.2 and 6.4.4. It is the opinion of the EP that the documented contamination at the subject site represents an REC. Previous environmental reports are completed for the subject site discussed in further detail in Section 6.4.5.
- EDR also identified 22 sites of known or suspect contamination located within one-quarter mile of the subject site, with listings that include: UST, LUST, RCRA-CESQG, RCRA-NonGen, MI Inventory, BEA, US Brownfields, EDR US Historical Auto Station (EDR US Hist Auto), EDR US Historical Cleaners (EDR US Hist Clean), FINDS, and WDS. Based on a review of the EDR report, Atwell determined that a majority of the sites have no reported violations or releases, achieved Michigan Department of Environmental Quality (MDEQ) approved closure, are located hydraulically down or cross gradient to the subject site, or are not located within close proximity (i.e., one-eighth mile) of the subject site. Therefore, it is the opinion of the EP that a majority of the sites do not represent RECs. The remaining sites are discussed in further detail below.
- In addition, Atwell reviewed the EDR Orphan Summary (list of sites with inadequate address information) and did not identify any sites of known or suspect contamination located within one-quarter mile of the subject site.
- Atwell conducted a preliminary vapor migration assessment of the property. The purpose of this assessment was to determine any potential risk related to volatile constituents associated with known soil or groundwater contamination in close proximity to the site building that may adversely impact indoor air quality. Based on a review of subsurface investigation reports completed for the subject site indicating elevated levels of volatile organic compounds (VOCs) in the groundwater at the subject site, it is the opinion of the EP that there is a moderate potential for vapor migration concerns to be present on the subject site. Previous environmental reports completed for the subject site are discussed in Section 6.4.5.

The EDR Radius Report with GeoCheck Report is included in Appendix G.

Map Findings Summary

Database	Target	Search	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	>1	Total
	Property	Distance						Plotted
	l	(Miles)						

6.1 Standard Environmental Records Sources (continued)

NPL		1	0	0	0	0	NR	0
CERCLIS		0.5	0	0	0	NR	NR	0
CERCLIS-NFRAP		0.5	0	0	0	NR	NR	0
CORRACTS		1	0	0	0	1	NR	1
RCRA-TSDF		0.5	0	0	0	NR	NR	0
RCRA-LQG		0.25	0	0	NR	NR	NR	0
RCRA-SOG		0.25	0	0	NR	NR	NR	0
RCRA-CÈSQG		0.25	2	0	NR	NR	NR	2
US ENG CONTROLS		0.5	0	0	0	NR	NR	0
US INST CONTROL		0.5	0	0	0	NR	NR	0
ERNS		TP	NR	NR	NR	NR	NR	0
US BROWNFIELDS		0.5	0	1	7	NR	NR	8
FINDS	X	TP	NR	NR	NR	NR	NR	1
EDR US Hist Auto Stat		0.125	1	NR	NR	NR	NR	1
RCRA NonGen / NLR	X	0.25	5	4	NR	NR	NR	10
SHWS		1	0	0	0	0	NR	0
SWF/LF		0.5	0	0	0	NR	NR	0
LUST		0.5	4	2	9	NR	NR	15
UST		0.25	3	2	NR	NR	NR	5
AST		0.25	0	0	NR	NR	NR	0
AUL		0.5	0	0	3	NR	NR	3
BROWNFIELDS		0.5	0	0	0	NR	NR	0
BROWNFIELDS 2		0.5	0	0	0	NR	NR	0
SWRCY		0.5	0	0	1	NR	NR	1
BEA	X	0.5	1	5	5	NR	NR	12
INVENTORY	X	0.5	7	10	14	NR	NR	32
PART 201		1	1	0	1	11	NR	3
WDS	X	TP	NR	NR	NR	NR	NR	1
INDIAN LUST		0.5	0	0	0	NR	NR	0
INDIAN UST		0.25	0	0	NR	NR	NR	0
INDIAN VCP		0.5	0	0	0	NR	NR	0
INDIAN ODI		0.5	0	0	0	NR	NR	0
INDIAN RESERV		1	0	0	0	0	NR	0
EDR MGP		1	1	0	0	0	NR	1

Site Name: VACANT LOT WDS, LUST, UST 147 S SAGINAW

Distance: Adjoining beyond South Saginaw

Direction: Northeast **Elevation:** Lower **Comments:** According

According to the report, the southeast adjacent property (147 South Saginaw Street) is listed in the UST, LUST, RCRA-NonGen, FINDS, and WDS databases. Records indicate that two, 550-gallon USTs of unknown contents were removed from the property in March 1998. A release (Leak No. C-0824-96) was reported from one or both of the USTs in October 1996 and achieved unrestricted residential closure status in April 1998. Closure status indicates that subsurface investigations/corrective actions have been completed to render the contaminants to within applicable MDEQ criteria. Based on this information, it is the opinion of the EP that the southeast adjacent property does not represent an REC to

the subject site.

6.1 Standard Environmental Records Sources (continued)

Site Name: GM TRUCK & BUS EAST

Databases: LUST, WDS 31 E JUDSON ST

Distance: 236-feet **Direction:** Northeast **Elevation:** Lower

Comments: Records indicate that a release (Leak No. C-0677-85) was reported at the northeast

adjacent property (31 East Judson Street) in November 1988. The release achieved Type B closure status in September 1995, which indicates that contaminants were detected above laboratory detection limits but below all applicable MDEQ criteria. There was no information (installation/removal dates, capacity, contents) available pertaining to the USTs at the northeast adjacent property. Based on the closure status, it is the opinion of the EP that the northeast adjacent property does not represent an REC to the subject site.

6.2 Additional Environmental Record Sources

Atwell reviewed current and historical files maintained by the City of Pontiac municipal offices for the subject site. The review of municipal records was conducted in order to identify possible environmental concerns (e.g., suspect building materials, USTs, ASTs, etc.) associated with the subject site. Assessing Department and Building records indicate that the subject site was formerly developed with a one story battery shop owned by L.M Angleton (1923-1926), and developed with other structures owned by John Foster (1927-1928), First National Bank (1935-1941), Sam's Unclaimed Freight Store (1942-1945), Fields (1948), City of Pontiac Urban Renewal Project (1963), and Telander Redevelopment and Construction (1971-1978).

The City of Pontiac Building Department records indicate that the subject site has been occupied by multiple tenants since 1983, including" Prudential Life INC (suite 101), Byron and Trerris (suite 201) and Wilco Corp show up in 1983. The subject site has been owned by New York Life Insurance Company (1981-1986), Lambrecht (1985), Troy Design (1985-1986), Pontiac Place Restaurant (1988), Terrice Management (1989), Thrifty Drugs of Pontiac (1991-1993), GM Truck and Bus (1992), Bric Inc. (1997), LDM Tech (1999), Nucorp, Inc. D/B/A Manpower Automotive (1995) and UAW - GM Legal Services (2007). There was no information on file pertaining to the current/former presence of suspected USTs, ASTs, at the subject site.

Atwell contacted the City of Pontiac municipal offices to determine the zoning specifications for the subject site. The subject property is currently zoned C-2 Downtown.

Atwell submitted a freedom of information act (FOIA) request to the Waterford Township Fire Department for information regarding current or former USTs or ASTs at the subject site, as well as, any hazardous material storage, spill response records or commonly known information that may be available from fire department representatives. Fire department records did not identify any items indicative of environmental concern for the subject site.

The subject site is not currently connected to any municipal or public utilities. Municipal sewer and water is available through the City of Pontiac, and electricity is available through DTE. According to the online Consumers SIMS database, natural gas services were connected to the subject site in 1972 (when the current building was constructed). No records of past heating sources for the historical structures were readily available.

The Oakland County Environmental Health Department (OCEHD) maintain environmental files for sites throughout Oakland County. The files contain field inspection reports from city inspectors, reported environmental problems, results of right-to-know programs and other miscellaneous data. Atwell submitted a FOIA request to the OCEHD for any information regarding water wells, septic

6.2 Additional Environmental Record Sources (continued)

systems, hazardous material storage or any commonly known information that may be available from OCEHD representatives. OCEHD indicated that no such records are on file for the subject site.

Atwell reviewed the MDEQ, Remediation and Redevelopment Division (RRD) Perfected Lien List, dated September 24, 2015 (most recent version available), regarding any recorded environmental liens for the subject site. Atwell did not identify any RRD environmental liens on file for the subject site or parent parcel.

Interview documentation is included in **Appendix I**. Records documentation is included in **Appendix H**.

6.3 Physical Setting Sources

Atwell reviewed the USGS 7.5 Minute Topographic Map of the subject site and surrounding area. The topographic map reviewed was the 1907, 1943, 1952, 1968, 1973, 1983, and 1997 Pontiac, Michigan Quadrangle. The subject site and surrounding areas are depicted as densely developed urban land in the 1907 through 1997 topographic maps. Notable features depicted include a railroad to the west and a church property to the east of the subject site.

Surface drainage at the subject site appears to be generally to the east/northeast, towards Clinton River and Spring Lake. According to the EDR, Physical Setting Source Summary, no groundwater flow direction data has been reported within one quarter mile of the subject site. Unless otherwise noted, the surface drainage flow direction has been inferred from a review of regional topographical data. Site-specific conditions may vary due to a variety of factors, including geologic anomalies, utilities, nearby pumping wells (if present), and other developments.

According to the United States Department of Agriculture (USDA) online Web Soil Survey, the subject site soils are primarily composed of urban land. Urban land has been so developed that soil characteristics are undefined. However, review of previous subsurface investigations completed for the subject site indicate that the site soils are composed of clayey fill soil underlain by silty clay.

6.4 Historical Use Information

6.4.1 Historical Summary

Based on information gathered during the site investigation and a review of aerial photographs, fire insurance maps, historical address indexes and municipal records, Atwell concluded that the subject site has been developed with the current commercial office building since 1972. Prior to 1972, the subject site was developed with multiple structures (including filling stations, automobile repair businesses, residential dwellings, and restaurants) back to at least 1888 (as depicted in the Sanborn Maps). Several subsurface investigations have been completed by other consultants to address the historical automobile service, repair, and filling station operations at the subject site and north adjoining property. Based on a review of analytical results provided in the most recent BEA prepared for the subject site, it is the opinion of the EP that the documented contamination in the site soils and groundwater represents an REC. Previous environmental reports completed for the subject site are discussed in further detail in Section 6.4.5.

6.4 Historical Use Information (continued)

6.4.2 City Directories

Atwell retained EDR to conduct a review of historical cross-index directories on file for the subject site and immediately adjoining properties. Bresser's, Cole's, and Polk's Cross-Index Directories compile historical addresses for sites located throughout southeastern Michigan. EDR reviewed the Oakland County area indexes in approximately five-year intervals for the time period of 1931 to 2013. The EDR City Directory Abstract is included in **Appendix F**.

During the review of historical address directories, Atwell identified the subject site as being occupied by the following: Holland Furnace Company, Shell Petroleum Company, Economy Lunch, Nicholas Angelo soft drinks, and private residents (1931); Narrin's Service Station, Miller Oil & Gas, Posey & Son's auto repairs, Long Geo used cars, Traicoff restaurant (1939); Sucher's Bros filling station, Butch's Collision Service/auto repair, Goodyear Service Store, Sam's Unclaimed Freight, Milliman used cars (1945); Oakland County Gas & Oil, H&H Industrial Sewer Cleaners, Bodner paints and linoleum, Milliman used car lot, Pete's Lunch (1952); Oakland County Gas & Oil, Seat Cover Mart, Harold's Pain & Linoleum, Owens used cars, Pete's Place restaurant (1957); Oakland County Gas & Oil, Pontiac Undercoating Auto, Auto Reconditioning Service, Liquidation Mart Used Cars, Pete's Place restaurant (1962); and general commercial office, restaurants, and physician's offices from 1977 through 2013.

The north adjoining property was formerly part of the subject site and was listed as being occupied by various filling stations (as previously listed above) from 1931 to 1962. The east adjacent property was listed as being occupied by various churches from 1931 through 2013, and the west adjacent property was either not listed or listed as being occupied by private residents until 2003, when the current bus and train station was initially listed. The south adjacent property was listed as being occupied by private residents, commercial retail businesses, and auto sales businesses from 1931 to 1962.

It is the opinion of the EP that city directories have identified the historical automobile service and filling station operations at the subject site and north adjacent property as occupants of environmental concern.

6.4.3 Aerial Photos

Atwell reviewed aerial photographs for the years 1940, 1949, 1956, 1963, 1974, 1980, 1990, 1997, 2000, 2005, 2010 and 2014 on file with the Oakland County One Stop Shop and DTE Aerial Photograph Collection. Aerial photographs are included in **Appendix F**.

No evidence of landfilling activities, waste dumping, unexplained excavation, or hazardous material storage activities were observed during the review of historical aerial photographs.

The aerial photograph review is as follows:

The subject site is depicted as developed with small commercial buildings and paved parking areas in the 1940 through 1963 aerial photographs. By 1974, the subject site is depicted as developed with the current commercial building, and further developed with the current parking areas in 1980.

The surroundings properties appear to consist of small commercial buildings, and residential homes in the 1940 to 1963 aerial photographs. In 1974 the land north and south of the subject site is undeveloped and the property to the east is occupied by two large commercial buildings. By 1990, the adjacent properties to the north and east are depicted as developed with large commercial buildings and paved parking lots. In the 1997 aerial photograph, the east adjacent property appears developed similar to the present. The south adjacent property appears to consist of undeveloped land in the 1974 to 2014 aerial photographs. The western adjacent property is depicted as a parking lot from 1980 to 2010, and as developed with the current commercial building in 2014.

6.4 Historical Use Information (continued)

6.4.4 Sanborn/Historical Maps

Atwell submitted a request to EDR for copies of available Sanborn Fire Insurance Maps that cover the subject site and surrounding adjacent properties. These historical maps may provide information pertaining to adverse land uses and the presence and/or location of USTs. EDR concluded that Sanborn/Fire Insurance Maps for the years 1888, 1892, 1898, 1903, 1909, 1915, 1919, 1924, 1950, and 1970 were available for the subject site. The Sanborn Maps are included in **Appendix F**.

During the review of the historical fire insurance maps, Atwell identified historical filling station and auto repair operations (with five associated USTs) at the subject site and north adjoining property. Review of previous subsurface investigation reports and extensive ground penetrating radar (GPR) studies indicates that although contamination is present in the site soils and groundwater, historical USTs appear to have been removed as part of site redevelopment activities. Refer to Section 6.4.5 for further discussion regarding previous environmental reports completed for the subject site.

A review of the Sanborn Maps is as follows:

During the review of the historical fire insurance maps, Atwell identified the subject site as developed with as many as four residential dwellings and associated outbuildings in the southern portion of the property and a lumber yard in the northeastern portion of the property from 1888 to 1903. In addition, a public roadway (initially named "Rail Road" and later renamed "Chase Street") is depicted traversing east-west through the northern portion of the property from 1888 to 1950. From 1909 to 1915, two buildings associated with the lumber yard are depicted overlapping the northern portion of the property, and by 1919 only the small building (labeled "auto repair" remains. The 1924 Sanborn Map depicts the subject site as developed with a filling station (with two associated USTs) in the northeast portion of the property, two commercial storefronts in the eastern and southwestern portions of the property, a residential dwelling in the western portion of the property, and a battery shop and furnace store in the central portion of the property. By 1950, the subject site is depicted as developed with two filling stations (and five associated USTs) in the northeastern portion of the property, an automobile sales and service shop in the northern portion of the property, a residential dwelling in the western portion of the property, and three commercial storefronts/restaurants in the central and southern portions of the property. The 1970 Sanborn Map depicts the subject site as a vacant, undeveloped lot.

The east adjacent property (beyond South Saginaw Street) is depicted as developed with a church building from 1888 to 1970. The south adjacent property (beyond West Jackson Street) is depicted as developed with residential dwellings and a grain elevator company from 1888 to 1950, and as undeveloped land in 1970. The west adjoining property appears undeveloped until 1898, when residential dwellings and outbuildings appear through 1950. The west adjoining property is depicted as undeveloped land in 1970.

6.4.5 Other Environmental Reports

During the course of this Phase I ESA, Atwell was provided the opportunity to review several previous environmental reports completed for the subject site, including: (1) BEA completed by McDowell & Associates (McDowell), dated April 22, 2008; (2) BEA completed by LFR Levine Fricke (LFR), dated November 11, 2005; and (3) Phase II Subsurface Investigation report completed by Hillman Environmental Group, LLC (Hillman), dated October 6, 2004. Copies of all or portions of these reports are presented in **Appendix J**.

RECs identified for the subject site by other consultants include: (1) historical gas station and automobile service/repair operations on the northern and eastern portions of the property from the 1920s through 1950s; (2) historical battery shop, auto repair shop, and paint/linoleum store on the eastern portion of the property from the 1920s through 1950s; (3) a historical UST depicted at the east adjacent property in the 1924 Sanborn Map; historical UST depicted at the east adjacent property in the

6.4 Historical Use Information (continued)

6.4.5 Other Environmental Reports (continued)

1924 Sanborn Map; and (4) elevated levels of VOCs and metals identified in soil and groundwater at concentrations exceeding applicable criteria following the completion of several subsurface investigations. Based on the demonstrated soil and groundwater contamination, the subject site qualifies as a "facility" as defined in Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994. It is the opinion of the EP that the documented contamination at the subject site represents an REC. In Atwell's professional opinion, the testing completed during the previous subsurface investigations did not include a full list of parameters typically associated with automobile service/repair shop operations [i.e., solvents, polynuclear aromatic hydrocarbons (PNAs)] at each soil boring location; thus did not adequately address the historical uses of the subject site.

7.0 Site Reconnaissance

7.1 Methodology and Limiting Conditions

On November 18, 2015, Ms. Rebecca Harbison, Environmental Consultant for Atwell, conducted a walking reconnaissance of the subject site. During the site reconnaissance, Atwell evaluated the subject site for the potential presence of the following Recognized Environmental Conditions: (1) hazardous substances; (2) petroleum products; (3) evidence of the presence of underground storage tanks (USTs); (4) evidence of the presence of aboveground storage tanks (ASTs); (5) other suspect containers; (6) polychlorinated biphenyl (PCB)-containing equipment; (7) interior or exterior staining/corrosion; (8) discharge features (i.e., current or former septic/leaching fields, floor drains, oil/water separators); (9) pits, ponds or lagoons; (10) evidence of excavation and/or landfilling activities; (11) evidence of surface soil/surface water stains and/or stressed vegetation; (12) water supply and/or groundwater monitoring wells, and (13) observations of adjacent property uses and potential evidence of adverse environmental impacts associated with adjoining properties (addressed in Section 4.5).

The weather condition at the time of the site reconnaissance was raining and approximately 50-degrees Fahrenheit. The visual reconnaissance consisted of observing the boundaries of the property and systematically traversing the site to provide an overlapping field of view, wherever possible. The periphery of the on-site structure was observed along with interior accessible common areas, storage and maintenance areas. During the site reconnaissance, interior visual observations were limited due to the lack of power to the subject site. Photographs of pertinent site features identified during the site reconnaissance are included in **Appendix D**.

7.2 General Site Setting

During the site reconnaissance, Atwell observed the subject site to be comprised of approximately 1.3-acres of developed land located at 140 South Saginaw Street, Pontiac, Michigan. The subject site includes one, approximately 145,000-square foot. seven story commercial office building situated in the central portion of the property, with the remaining portions consisting of asphalt covered parking areas and limited maintained landscaping. The Site Inspection Environmental Checklist is included in **Appendix J**.

7.3 Site Visit Findings

7.3.1 Hazardous Substances

No significant quantities (i.e., greater than typical residential use) and/or bulk storage of hazardous substances were identified on the subject site during the site reconnaissance.

7.0 Site Reconnaissance (continued)

7.3 Site Visit Findings (continued)

7.3.2 Petroleum Products

No significant quantities (i.e., greater than typical residential use) and/or bulk storage of petroleum products were identified on the subject site during the site reconnaissance.

7.3.3 USTs

Atwell evaluated the subject site for the possible presence of USTs. Typical indicators of USTs include: (1) gas pumps or pump islands; (2) vent pipes; (3) fill ports; or (4) unusual depressions. During the site reconnaissance, Atwell did not observe any readily apparent evidence of the current/former presence of USTs at the subject site. However, as discussed in Section 6.1 and 6.4.5, Atwell is aware of the former presence of USTs at the subject site.

The lack of visible evidence of any other potential USTs and the fact that the individuals and agencies identified in this report were not aware of or did not have record of the presence of any other USTs does not preclude the possibility that other USTs could be present at the subject site property. Visible evidence of USTs, such as fill ports or vent pipes, may have been obscured from view and other USTs could have been used at the subject site property without the knowledge of the current owner/operator, site contact or government agency.

7.3.4 ASTs

No readily apparent evidence of ASTs was identified on the subject property during the site reconnaissance.

7.3.5 Other Suspect Containers

During the site reconnaissance, Atwell identified several hundred fluorescent lighting bulbs stored within a basement office of the subject building. Fluorescent bulbs often contain hazardous levels of mercury or other metals. If these bulbs are not recycled, they must be tested to verify that they are not hazardous waste before disposal as solid waste. If the bulbs are recycled, the waste characterization requirements would not apply. Atwell recommends that all fluorescent bulbs and ballasts (if any) be properly disposed or recycled in accordance with State and Federal regulations. No other suspect containers were identified on the subject site during the site reconnaissance.

7.3.6 Equipment Likely to Contain PCBs

Atwell inspected the subject site for the presence of oil-cooled electrical equipment that may contain PCBs. During the site reconnaissance, Atwell observed several electrical transformers and two elevator mechanical units stored within concrete vaults in the subject building's basement. The vaults were filled with water and the transformers were overturned and appeared to be in various stages of disrepair. Based on the age of the structure (reportedly constructed in 1972), the possibility exists for the electrical equipment to contain PCBs. Based on the observed condition of the equipment, it is likely that the electrical equipment has leaked onto the nearby concrete surfaces; thus representing an REC.

7.3.7 Staining/Corrosion

During the site reconnaissance, Atwell observed staining/corrosion on and near the electrical equipment and elevators located in the subject building's basement. It is the opinion of the EP that potential impact to the subsurface environment from leaks and spills of hazardous materials represents an REC to the subject site.

7.0 Site Reconnaissance (continued)

7.3 Site Visit Findings (continued)

7.3.8 Discharge Features

With the exception of floor drains within the lavatories and basement, no discharge features (septic systems, catch basins, oil/water separators, etc.) were observed on the subject site during the site reconnaissance.

7.3.9 Pits, Ponds, And Lagoons

No pits, ponds or lagoons were observed on the subject site during the site reconnaissance.

7.3.10 Solid Waste Dumping/Landfills

No readily apparent evidence of solid waste dumping (i.e., unusual mounding, debris piles, or depressions), suspect fill material, or landfilling was identified on the subject site during the site reconnaissance.

7.3.11 Stained Soil/Stressed Vegetation

No stained soil or stressed vegetation was observed on the subject site during the site reconnaissance.

7.3.12 Wells

No evidence of water supply or groundwater monitoring wells was observed on the subject property during the site reconnaissance.

8.0 Interviews

With the exception of previously mentioned interviews and/or information received from the Client, owner, occupants and/or municipal offices, no other interviews were conducted during the course of this Phase I ESA.

9.0 Other Environmental Considerations

9.1 Controlled Substances

The presence of controlled substances on the subject site must be evaluated if the client is applying for or has been awarded a grant under CERCLA/EPA or if the property is considered abandoned.

The term "controlled substance" means a drug or other substance, or immediate precursor, included in schedule I, II, III, IV, or V of part B of 21 US Code 802. The drugs include but are not limited to ephedrine and pseudoephedrine, which are suppressants that are used in common over-the-counter weight control and decongestant drugs, as well as, acetone, toluene and other solvents. These "controlled substances" are used to manufacture various drugs for recreational use. Unusually large quantities (i.e., cases of cold tablets, diet pills, unexplained containers of solvents) would be observed if the substances were being misused and site use should be taken into account when evaluating for "controlled substances". The term does not include distilled spirits, wine, malt beverages, or tobacco, as those terms are defined or used in subtitle E of the Internal Revenue Code of 1986.

During the site reconnaissance, Atwell did not observe any evidence for the presence of controlled substances on the subject site.

9.0 Other Environmental Considerations (continued)

9.2 Continuing Obligations

Owners or operators of real property may be subject to certain land use restrictions or institutional controls as part of continued occupancy of a site. These obligations may include resource restrictions; conducting reasonable steps with respect to hazardous substance releases; provide full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restorations; comply with federal information requests and administrative subpoenas, and provide all legally required notices. During the site reconnaissance and review of reasonably ascertainable records, Atwell identified the presence of documented contamination at the subject site. Therefore, it is the opinion of the EP that the current and/or future site owner may be subject to continuing obligations.

9.3 Asbestos-Containing Materials

The scope of services for this Phase I ESA did not include an inspection or sampling of suspect ACMs.

9.4 Lead-Based Paint

The scope of services for this Phase I ESA did not include an evaluation of the presence of lead-based paint on the subject site.

9.5 Radon

The scope of services for this Phase I ESA did not include an evaluation for the potential presence of Radon in the area of the subject site.

9.6 Wetlands

The scope of services for this Phase I ESA did not include an evaluation of suspect wetland areas on the subject site.

9.7 Mold Evaluation

The scope of services for this Phase I ESA did not include a mold evaluation on the subject site.

9.8 Items of Non-Compliance

The scope of services for this Phase I ESA did not include an evaluation of items of non-compliance with applicable local, state, or federal regulations.

9.9 Client-Specific Items

The scope of services for this Phase I ESA did not include addressing any client-specific items for the subject site.

10.0 Phase I Findings/Opinions/Conclusions

10.1 Report Findings and Opinions

During the course of this Phase I ESA, Atwell identified and evaluated several potential environmental concerns and it is the opinion of the EP that the following RECs have been identified for the subject site:

10.0 Phase I Findings/Opinions/Conclusions (continued)

10.1 Report Findings and Opinions (continued)

- Based on information gathered during the site investigation and a review of aerial photographs, fire insurance maps, historical address indexes and municipal records, Atwell concluded that the subject site has been developed with the current commercial office building since 1972. Prior to 1972, the subject site was developed with multiple structures (including filling stations, automobile repair businesses, residential dwellings, and restaurants) back to at least 1888 (as depicted in the Sanborn Maps). Several subsurface investigations have been completed by other consultants to address the historical automobile service, repair, and filling station operations at the subject site and north adjoining property. Review of previous subsurface investigation reports and extensive ground penetrating radar (GPR) studies indicates that the historical on-site USTs were likely removed as part of site redevelopment activities. Based on a review of analytical results provided in the most recent BEA prepared for the subject site, it is the opinion of the EP that the documented contamination in the site soils and groundwater represents an REC. In Atwell's professional opinion, the testing completed during the previous subsurface investigations did not include a full list of parameters typically associated with automobile service/repair shop operations [i.e., solvents, polynuclear aromatic hydrocarbons (PNAs)] at each soil boring location; thus did not adequately address the historical uses of the subject site.
- During the course of this Phase I ESA, Atwell was provided the opportunity to review several previous environmental reports completed for the subject site, including: (1) BEA completed by McDowell & Associates (McDowell), dated April 22, 2008; (2) BEA completed by LFR Levine Fricke (LFR), dated November 11, 2005; Phase II Subsurface Investigation report completed by Hillman Environmental Group, LLC (Hillman), dated October 6, 2004. RECs identified for the subject site by other consultants include: (1) historical gas station and automobile service/repair operations on the northern and eastern portions of the property from the 1920s through 1950s; (2) historical battery shop, auto repair shop, and paint/linoleum store on the eastern portion of the property from the 1920s through 1950s; (3) a historical UST depicted at the east adjacent property in the 1924 Sanborn Map; historical UST depicted at the east adjacent property in the 1924 Sanborn Map; and (4) elevated levels of VOCs and metals identified in soil and groundwater at concentrations exceeding applicable criteria following the completion of several subsurface investigations. Based on the demonstrated soil and groundwater contamination, the subject site qualifies as a "facility" as defined in Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994.
- Atwell inspected the subject site for the presence of oil-cooled electrical equipment that may contain PCBs. During the site reconnaissance, Atwell observed several electrical transformers and two elevator mechanical units stored within concrete vaults in the subject building's basement. The vaults were filled with water and the transformers were overturned and appeared to be in various stages of disrepair. Based on the age of the structure (reportedly constructed in 1972), the possibility exists for the electrical equipment to contain PCBs. Based on the observed condition of the equipment, it is likely that the electrical equipment has leaked onto the nearby concrete surfaces; thus representing an REC.
- During the site reconnaissance, Atwell identified several hundred fluorescent lighting bulbs stored within a basement office of the subject building. Fluorescent bulbs often contain hazardous levels of mercury or other metals. If these bulbs are not recycled, they must be tested to verify that they are not hazardous waste before disposal as solid waste. If the bulbs are recycled, the waste characterization requirements would not apply. Atwell recommends that all fluorescent bulbs and ballasts (if any) be properly disposed or recycled in accordance with State and Federal regulations.

10.0 Phase I Findings/Opinions/Conclusions (continued)

10.2 Conclusions

Atwell has performed this Phase I ESA in general conformance with the scope and limitations of ASTM Practice E1527-13 and AAI specifications for the building and property located at 140 South Saginaw Street, Pontiac, Michigan. Any exceptions to, or deletions from, this practice are described in Section 3.4 of this report. During the course of this Phase I ESA, the EP identified RECs associated with the subject site as previously identified. Therefore, Atwell recommends that a Limited Phase II Subsurface Investigation be conducted to determine the nature, extent and materiality of the RECs. In addition, Atwell recommends that new owners prepare a Baseline Environmental Assessment within 45 days of purchase.

Mr. Adorno Piccinini Walbridge 777 Woodward Ave Suite # 300 Detroit, Michigan 48226 November 18, 2015 Project No.: 1511-4659

Ref: Mold Bulk Sampling & Analysis

(Vacant Office Building) 140 S. Saginaw Street Pontiac, Michigan 48342

Dear Mr. Piccinini:

This report presents the results of the mold bulk sampling performed at the above referenced building in Pontiac, Michigan. Sampling was conducted by K-Tech Environmental representative, Rawlins Stivers Jr. on November 16, 2015 and then submitted them to Apex Research Inc. for laboratory analysis. The purpose of the bulk sampling was to identify mold/fungus spores and determine the existence "if any" of Stachybotrys spores, known as "black mold" on the walls and floor debris of the basement and 7th floor of the building.

Five bulk samples were collected from drywall materials and floor debris consisting of ceiling tiles located inside the basement of the building for fungal organism identification. Also, it was observed that the drywall located on the 7th floor, north side, contained mold and a sample was collected from this area. Sample designations, description and location of the samples, along with the laboratory results are included in the table below.

The bulk samples were analyzed for Microscopic examination using light microscopy analysis at 600X with Calbera's stain to identify the mold/fungus spores that may be present in the bulk samples. Official laboratory results are attached for your reference.

It was noted that the 7th floor drywall had sustained water damage and now are hosting mold/fungus colonies. Water damage materials should be cleaned and environmental conditions should be changed to prevent further growth of the mold.

The analytical lab test results for the bulk samples revealed the presence of mold spores, conidia or hyphae (Cladosporium, Stachybotrys, Penicillium/Aspergillus and Alternaria) in the form of growth with 51%-75% of the drywall & ceiling tiles debris contains mold spores (please see attached lab results). Stachybotrys which sometimes referred to as "black mold" was found in all five bulk samples.

The mold sampling data results presented in this report are indicative of the conditions of the building environment, as they existed on the day of the inspection and at the time of sampling only.

In conclusion, at this time, based on the laboratory test results of the bulk samples, K-Tech Environmental recommends that all affected materials be removed and water sustained walls & floor areas be cleaned with 5% bleach solution products and anti-fungus solution be applied to prevent any mold/fungus growth in the future.

Also, K-Tech Environmental highly recommends that the workers performing the cleanup must wear personal protective equipment including at least half face air purifying respirators with HEPA filters during the cleanup operations.

K-Tech Environmental appreciates the opportunity to provide you with our services. Should you have any questions or require any additional information concerning this report, please do not hesitate to contact our office at (248) 426-7600.

Respectfully submitted, K-Tech Environmental

Nick Kobrossi Vice President

NK/mk

Attachments

K-TECH ENVIRONMENTAL CONSULTANTS, INC.

Bulk Sampling & Analysis for Mold Spores

Location: 140 S. Saginaw Street, Pontiac, MI Date Collected: November 16, 2015

Project No.: <u>1511-4659</u>

SAMPLE #	DESCRIPTION/LOCATION	MOLD TYPE
1	Bulk Sample / Basement, Drywall Materials on wall	Please
2	Bulk Sample / Basement, Drywall Materials on wall	See
3	Bulk Sample / Basement, Ceiling Materials on floor	Attached
4	Bulk Sample / Basement, Ceiling Materials on floor	Lab
5	Bulk Sample / 7 th floor, Drywall Materials on North wall	Test Results

^{*}Refer to the attached Lab Report for results.



Test Method, Pollen/Fungal/Dust Mite Analysis

Project: 140 S. Saginaw St. Pontiac Project #: 1511-4659

Report to:

Mr. Nick Kobrossi

K-Tech Environmental Consultants, Inc.

19500 Middlebelt Rd, Ste. 111E

Livonia, MI 48152

ARL Report # 15-M19874

Date Collected: 11/16/15

Date Received: 11/16/15

Date Analyzed: 11/17/15

Date Reported: 11/17/15

Lab ID# M19874-1

Client ID: 1

Location: Basement-Wall (Drywall)

Sample: Bulk Type: Tape **Image of Sample**

Date: 11/17/15

Magnification: 600x

Genus/Particle Observed	Comments
Stachybotrys	1,3,8
Cladosporium	1,3,8
Hyphal Fragments	1,3
Penicillium/Aspergillus	1,3
Alternaria	1



Mold Rating: 4

Observations:

Genera are listed according to amount observed, from largest to smallest.

Robert T. Letarte Jr., Laboratory Director

Some fungi, yeasts, molds, are not able to be identified by microscopic examination, all identifications are presumptive and confirmation of specific molds, fungi, or yeast or bacteria should be confirmed by culturing. APEX Research is not responsible for the sample collection or interpretation of results. The results are presumptive and analyzed to reflect the conditions at the moment tested with understanding that results may vary with time and space. The above certificate of analysis relates only to the samples tested and to insure the integrity of results may only be the produced in full. Liability limited to cost of analysis.



Test Method, Pollen/Fungal/Dust Mite Analysis

Project: 140 S. Saginaw St. Pontiac Project #: 1511-4659

Report to:

Mr. Nick Kobrossi

K-Tech Environmental Consultants, Inc.

19500 Middlebelt Rd, Ste. 111E

Livonia, MI 48152

ARL Report # 15-M19874

Date Collected: 11/16/15

Date Received: 11/16/15 Date Analyzed: 11/17/15

Date Reported: 11/17/15

Lab ID# M19874-2

Client ID: 2

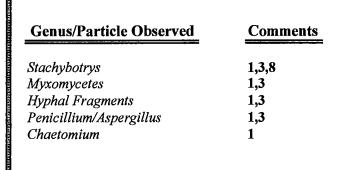
Location: Basement Wall (Drywall)

Sample: Bulk Type: Tape

Image of Sample

Date: 11/17/15

Magnification: 600x





Mold Rating: 4

Observations:

Genera are listed according to amount observed, from largest to smallest.

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Test Method, Pollen/Fungal/Dust Mite Analysis

Project: 140 S. Saginaw St. Pontiac Project #: 1511-4659

Report to:

Mr. Nick Kobrossi

K-Tech Environmental Consultants, Inc.

19500 Middlebelt Rd, Ste. 111E

Livonia, MI 48152

ARL Report # 15-M19874

Date Collected: 11/16/15

Date Received: 11/16/15

Date Analyzed: 11/17/15

Date Reported: 11/17/15

Lab ID # M19874-3

Client ID: 3

Location: Ceiling Tile on Basement Floor

Sample: Bulk Type: Tape **Image of Sample**

Date: 11/17/15

Magnification: 600x

Genus/Particle Observed	Comments
Stachybotrys	1,3,8
Hyphal Fragments	1,3
Cladosporium	1,3
Penicillium/Aspergillus	1
Ulocladium	1



Mold Rating: 4

Observations:

Genera are listed according to amount observed, from largest to smallest.

Robert Legarte Jr., Laborator Director

Some fungi, yeasts, molds, are not able to be identified by microscopic examination, all identifications are presumptive and confirmation of specific molds, fungi, or yeast or bacteria should be confirmed by culturing. APEX Research is not responsible for the sample collection or interpretation of results. The results are presumptive and analyzed to reflect the conditions at the moment tested with understanding that results may vary with time and space. The above certificate of analysis relates only to the samples tested and to insure the integrity of results may only be reproduced in full. Liability limited to cost of analysis.



Test Method, Pollen/Fungal/Dust Mite Analysis

Project: 140 S. Saginaw St. Pontiac Project #: 1511-4659

Report to:

Mr. Nick Kobrossi

K-Tech Environmental Consultants, Inc.

19500 Middlebelt Rd, Ste. 111E

Livonia, MI 48152

ARL Report # 15-M19874

Date Collected: 11/16/15

Date Received: 11/16/15

Date Analyzed: 11/17/15

Date Reported: 11/17/15

Lab ID# M19874-4

Client ID: 4

Location: Ceiling Tile on Basement Floor

Image of Sample

Date: 11/17/15 Magnification: 600x

Sample: Bulk Type: Tape

Genus/Particle Observed	Comments
Ulocladium	1,3,8
Cladosporium	1,3
Hyphal Fragments	1,3
Acremonium	1,3
Stachybotrys	1,3



Mold Rating: 4

Observations:

Genera are listed according to amount observed, from largest to smallest.

Some fungi, yeasts, molds, are not able to be identified by microscopic examination, all identifications are presumptive and confirmation of specific molds, fungi, or yeast or bacteria should be confirmed by culturing. APEX Research is not responsible for the sample collection or interpretation of results. The results are presumptive and analyzed to reflect the conditions at the moment tested with understanding that results may vary with time and space. The above certificate of analysis relates only to the samples tested and to insure the integrity of results may only be reproduced in full. Liability limited to cost of analysis.



Test Method, Pollen/Fungal/Dust Mite Analysis

Project: 140 S. Saginaw St. Pontiac Project #: 1511-4659

Report to:

Mr. Nick Kobrossi

K-Tech Environmental Consultants, Inc.

19500 Middlebelt Rd, Ste. 111E

Livonia, MI 48152

ARL Report # 15-M19874

Date Collected: 11/16/15

Date Received: 11/16/15

Date Analyzed: 11/17/15 Date Reported: 11/17/15

Lab ID# M19874-5

Client ID: 5

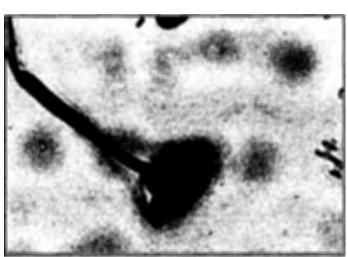
Location: 7th Floor (Drywall N Office)

Sample: Bulk Type: Tape **Image of Sample**

Date: 11/17/15

Magnification: 600x

Genus/Particle Observed	Comments		
Stachybotrys	1,3,8		
Ulocladium	1,3,8		
Hyphal Fragments	1,3		
Cladosporium	1,3		
Cladosporium	1,3		



Mold Rating: 4

Observations:

Genera are listed according to amount observed, from largest to smallest.

Robert Legarte Jr., Laborator, Director

Some fungi, yeasts, molds, are not able to be identified by microscopic examination, all identifications are presumptive and confirmation of specific molds, fungi, or yeast or bacteria should be confirmed by culturing. APEX Research is not responsible for the sample collection or interpretation of results. The results are presumptive and analyzed to reflect the conditions at the moment tested with understanding that results may vary with time and space. The above certificate of analysis relates only to the samples tested and to insure the integrity of results may only be reproduced in full. Liability limited to cost of analysis.

Mold Spore Rating

Mold Rating	Description	Interpretation
0	No Mold Spore, Hyphae, Conidia were detected	The sample consists of environmental debris that is not microscopically identified with mold or fungi.
1	Trace amount of mold spores, conidia or hyphae present	The sample consists of environmental debris with random appearances of mold debris.
2	Up to 25% of the material on the bulk samples are mold spores, conidia or hyphae	The sample consists of environmental debris with a noticeable amount of mold present. A consistent accumulation from a nearby mold source.
3	26%-50% of the material on the bulk sample are mold spores, conidia or hyphae	The sample consists of environmental debris intermingled with mold that may or may not be in a regrowth phase.
4	51%-75% of the material on the bulk sample are mold spores, conidia or hyphae	The sample consists of a mold growth that has some environmental debris.
5	>75% of the material on the bulk sample are mold spores, conidia or hyphae	The sample consists primarily of mold or related structures indicating a colony of established mold.

Comments For Mold Bulk Reports

- 1. This is a known allergen.
- 2. These are known allergens.
- 3. There is accumulation observed in this sample.
- 4. There is an amplification of mold in this sample.
- 5. No mold was observed.
- 6. Heavy debris noted in sample.
- 7. Culturing required for positive identification.
- 8. The presence of fruiting structures observed in this sample suggests possible fungal contamination or growth.
- 9. Growth was observed.
- 10. There was a presence of loose fungal spores which can be considered as background, most likely in dust accumulations.

RESOLUTION #5



STATE OF MICHIGAN COUNTY OF OAKLAND CITY OF PONTIAC

RESOLUTION CONCURRING WITH THE PROVISIONS OF A BROWNFIELD PLAN ADOPTED BY THE OAKLAND COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY FOR THE 140 SOUTH SAGINAW STREET

RECITATIONS:

WHEREAS, the Oakland County Board of Commissioners, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), have established a Brownfield Redevelopment Authority and Board (OCBRA) to facilitate the clean-up and redevelopment of Brownfields within Oakland County's communities; and

WHEREAS, the property located at 140 South Saginaw (Property), a site in the City of Pontiac is an environmental hazard, a "facility' under state statute; and

WHEREAS, a Brownfield clean-up and redevelopment plan (the "Plan") has been prepared to restore the environmental and economic viability to this parcel which the OCBRA has reviewed and approved; and

WHEREAS, pursuant to OCBRA by-laws, a local committee has been appointed, participated in discussions regarding the proposed plan and project, reviewed the plan, and recommends its approval; and

WHEREAS, the OCBRA, pursuant to and in accordance with Section 13 of the Act, shall consider recommending that the Oakland County Board of Commissioners approve the Brownfield Plan to be carried out within the City of Pontiac, relating to the redevelopment of 140 South Saginaw; and

WHEREAS, the City has reviewed the Plan, and have been provided a reasonable opportunity to express their views and recommendations regarding the Plan in accordance with Sections 13(13) of the Act; and

NOW THEREFORE BE IT RESOLVED THAT, the City of Pontiac hereby concurs with the provisions of the Plan including approval of the Plan by the Oakland County Board of Commissioners and implementation of the Plan by the Oakland County Brownfield Redevelopment Authority.

BE IT FURTHER RESOLVED THAT should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.

BE IT FURTHER RESOLVED THAT all resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

AYES: NAYS: ABSTENTIONS: ABSENT:	
It is hereby certified that the foregoing	CERTIFICATION Resolution is a true and accurate copy of the Resolution adopted
	neeting duly called and held on the day of November, 2018.
CI	TY of PONTIAC
Ву	Garland Doyle, INTERIM CLERK

RESOLUTION #6



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO:

Pontiac City Council

FROM:

Jane Bais-DiSessa, Deputy Mayor, at the request of

John V. Balint, Director of DPW

DATE:

December 27, 2018

RE:

2019 NoHaz Agreement

In 2016, the City executed an agreement with Oakland County in order to participate in the household hazardous waste collection program administered by the County on behalf of 14 cities, townships and villages in the NO HAZ North Oakland Household Hazardous Waste Consortium. Seven (7) collection events were held at various locations, throughout Oakland County. According to the 2017 Preliminary Collection Report, a total of 4,354 Oakland County residents participated in the program; 72 from Pontiac (up from 54 last year).

The 2019 Interlocal Agreement has been distributed by the County and has been favorably reviewed by the DPW. Both the administrative costs and the disposal costs are the same as last year due. The administrative costs are calculated on the percentage of total population in the NO HAZ communities; Pontiac's share is \$6,286 (up from \$6,112.75 last year). We are requesting Council's authorization of \$6,286 for the 2005 NO HAZ program.

A resolution is attached for your consideration.

JVB

Attachments

THE NORTH OAKLAND HOUSEHOLD HAZARDOUS WASTE CONSORTIUM

WHEREAS, the northern cities, villages, and townships in Oakland County are committed to protection of the natural environment and preventing toxic materials from entering our waterways and landfill resources; and

WHEREAS, the improper handling and disposal of toxic and poisonous household chemicals also poses a health risk to our citizens; and

WHEREAS, recognizing there is a need to provide regular and easily accessible household hazardous waste collection services to North Oakland County residents; and

WHEREAS, collection events for household hazardous waste have become widely accepted as the best way to provide citizens with a safe method of disposal of these toxic and poisonous household chemicals, and for the communities to realize the economies of scale, and

WHEREAS, Oakland County, through its Waste Resource Management Division, has joined these northern Oakland County communities in creating the North Oakland Household Hazardous Waste Consortium (NoHaz), and

WHEREAS, the NoHaz Consortium has developed a household hazardous waste collection program, and

WHEREAS, a NoHaz Interlocal Agreement has been drafted to address necessary legal, liability, and responsibility issues for both the County and the participating communities, and identifies Oakland County's role in administering and managing the NoHaz program, and,

WHEREAS, the NoHaz Interlocal agreement establishes a NoHaz advisory board to assist and advise Oakland County in the development of the NoHaz program.

Now Therefore be it Resolved: That our community,

hereby approves the at	tached NoHaz Interlocal Agreement and a	uthorizes its signature, and
<i>Be it Further Resolved:</i> 2019, and	That we will not charge residents to partic	cipate in NoHaz events in
official representative to	That we hereby appointo the NoHaz Advisory Board, to work with the Division as needed to plan the NoHaz pro	
	foregoing is a true and complete copy of a, at a regular meeting held on	a resolution duly adopted by



OAKLAND COUNTY EXECUTIVE L. BROOKS PATTERSON

ECONOMIC DEVELOPMENT & COMMUNITY AFFAIRS

Bret Rasegan, Manager - Planning Office: (248) 858-5445 | raseganb@oakgov.com

November 19, 2018

Dear NoHaz Consortium member:

Attached please find the 2019 NoHaz program Interlocal agreement to be formally considered by your Board or Council during your December or January meetings. The only changes from the 2018 Interlocal agreement are the dates and the pricing information that is included in Exhibits A and B.

A resolution is attached which approves the agreement as well as ensures that each community appoints a representative to the NoHaz Advisory Board. It also lists whether your community wishes to charge residents \$10, \$15 or to not charge them at the collection events in 2019.

Please send the following back no later than January 31, 2019:

- > two signed copies of the Interlocal Agreement (note that on the front page and page 13 you need to fill in an address)
- > signed resolution
- > copy of meeting minutes (you can send draft minutes)

Information should be sent to the following address:

Oakland County Economic Development & Community Affairs Attn: Whitney Calio 2100 Pontiac Lake Road, Bldg. 41W Waterford, MI 48328-0409

Feel free to contact Whitney Calio of my staff at 248-858-2071 or at callow@oakgov.com if you need additional information or if there is a problem in meeting the deadline. Thank you for your participation in the NoHaz program. I look forward to working with you next year.

Sincerely.

Bret Rasegan, Manager Oakland County Planning

NORTH OAKLAND COUNTY HOUSEHOLD HAZARDOUS WASTE INTERLOCAL AGREEMENT BETWEEN OAKLAND COUNTY AND [NAME OF MUNICIPALITY]

This Interlocal Agreement ("the AGREEMENT") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("COUNTY"), and [Name and Address of Municipality]

("MUNICIPALITY").

In this AGREEMENT the COUNTY and the MUNICIPALITY may also be referred to individually as "Party" or jointly as "Parties."

1. INTRODUCTORY STATEMENTS

- 1.1 The northern cities, villages and townships of Oakland COUNTY are committed to protection of the natural environment and preventing toxic materials from entering their waterways and landfill resources.
- 1.2 In order to accomplish this goal, there is a need to provide regular and easily accessible household hazardous waste collection services to north Oakland COUNTY residents.
- 1.3 These northern cities, villages and townships have sought the COUNTY'S assistance in coordinating a household hazardous waste collection program.
- 1.4 The COUNTY has agreed to assist these communities by coordinating and facilitating this AGREEMENT in order to form a comprehensive household hazardous waste management program.
- 1.5 This interlocal AGREEMENT will allow participating communities to obtain economic benefits of scale, without placing an undue burden on any one community, in the provision of a coordinated program of household hazardous waste collection and disposal. Residents of these communities will enjoy access to a coordinated, convenient, ongoing collection program supported by an aggressive educational program regarding the hazards of household hazardous wastes and their proper re-use and disposal.
- 2. PURPOSE OF AGREEMENT Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 et seq., the COUNTY and the MUNICIPALITY enter into this AGREEMENT for the purpose of developing a comprehensive household hazardous waste management program ("Program") that will meet the following goals and objectives.

3. GOALS OF THE PROGRAM:

3.1 To provide regular, reliable and easily accessible household hazardous waste collection services to the residents of northern Oakland COUNTY. The Program will help prevent toxic materials from entering Oakland COUNTY'S waterways, water tables, and landfill resources and help to remove them from potentially hazardous situations in area households.

. 1971 - Stratter between 1980 in the strategy of the strategy

3.2 To establish, coordinate, and promote an educational program to inform residents about re-use, return, and reduction of potentially hazardous materials, bolster community spirit, and educate residents about environmentally sensitive behavior in general.

4. **OBJECTIVES OF THE PROGRAM:**

- 4.1 Increase public awareness of return, disposal, and source reduction options.
- 4.2 Initiate a reliable, regular, and convenient collection program for household hazardous waste collection:
- 4.3 Promote knowledge of program requirements;
- 4.4 Help divert significant quantities of household hazardous materials from landfills:
- 4.5 Help return significant quantities of potentially household hazardous materials to point of purchase or recycling outlets for proper disposition; and
- 4.6 Collect data about the amount and type of household hazardous materials in north Oakland COUNTY and their ultimate disposition.

NOW THEREFORE, in consideration of the mutual promises, obligations, representations, and assurances in this AGREEMENT, the Parties agree to the following:

- 5. <u>DEFINITIONS</u> The following words and expressions used throughout this AGREEMENT, whether used in the singular or plural, within or without quotation marks, or possessive or non-possessive, shall be defined, read, and interpreted as follows:
 - 5.1 "ACCEPTABLE HAZARDOUS WASTE" shall be defined as any and all forms of HAZARDOUS WASTE that the HAZARDOUS WASTE VENDOR specifically agrees to collect and properly dispose of and/or recycle at any and all collection events throughout this program.
 - 5.2 "ADMINISTRATIVE COSTS" shall be defined as any and all Program costs, expenses, wages, salaries, fringe benefit costs, equipment, supplies, administrative overhead, building costs, or any costs and expenses that are incurred and/or paid by the COUNTY in the administration of this program. Administrative Costs and HAZARDOUS WASTE COLLECTION COSTS are mutually exclusive cost categories.

- 5.3 "AGENT" OR "AGENTS" of the COUNTY or the MUNICIPALITY, shall be defined to include any and all of that Party's officers, elected officials, appointed officials, directors, board members, council members, authorities, boards, committees, commissions, employees, managers, departments, divisions, volunteers, AGENTS, representatives, and/or any such persons' successors or predecessors, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them. AGENT shall also include any person who was an AGENT at any time during this AGREEMENT but for any reason is no longer employed, appointed, or elected in that capacity. AGENT, as defined for any purpose in this AGREEMENT, shall NOT include the HAZARDOUS WASTE VENDOR.
- 5.4 "AGREEMENT" means the terms and conditions of this AGREEMENT, Exhibits A and B referenced below and any other mutually agreed to and properly executed modification, amendment, addendum, or change order.
 - 5.4.1. Exhibit A (ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS)
 - 5.4.2. Exhibit B (Population statistics and estimates of percentage of total participation in program contributed by MUNICIPALITY used to calculate ADMINISTRATIVE COSTS of this program for participating MUNICIPALITIES).
- 5.5 "CLAIM(S)" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and/or expenses of any kind which are imposed upon, incurred by, or asserted against a Party.
- 5.6 "COLLECTION SCHEDULE" means the dates scheduled for hazardous waste collection services throughout North Oakland County. Oakland County will schedule dates and times for hazardous waste collection services for the 2019 year program in cooperation with the NoHaz Board.
- 5.7 "COLLECTION SITE PROTOCOL" shall be a clearly defined set of operating procedures for every scheduled hazardous waste collection event. This protocol shall clearly define the duties and responsibilities of the HAZARDOUS WASTE VENDOR, COUNTY, and MUNICIPALITY at each collection event. The protocol shall clearly provide that the HAZARDOUS WASTE VENDOR is solely responsible for the collection, sorting, transport and proper disposition of all ACCEPTABLE HAZARDOUS WASTE collected at an event. The COUNTY has developed this protocol in consultation with the NoHaz VENDOR and NoHaz BOARD, and will update as needed or requested by the parties
- 5.8 "COUNTY" means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions,

the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, AGENTS, subcontractors, volunteers, and/or any such persons' successors.

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- 5.9 "HAZARDOUS WASTE VENDOR" shall be defined as the vendor selected by the COUNTY to perform hazardous waste collection services on behalf of participating municipalities. The HAZARDOUS WASTE VENDOR will conduct and oversee household hazardous waste collection events throughout northern Oakland County. The vendor will be responsible for all core operations at each event including receiving and handling of household hazardous wastes, waste characterization, manifestation and ultimate disposition of materials collected. The vendor will assume all liability for ACCEPTABLE HAZARDOUS WASTE once collected.
- 5.10 "HAZARDOUS WASTE COLLECTION COSTS" shall be defined as any and all actual amounts paid to the HAZARDOUS WASTE VENDOR by the COUNTY on behalf of participating MUNICIPALITIES for the collection and disposal of ACCEPTABLE HAZARDOUS WASTE.
- 5.11 "MUNICIPALITY" as defined above also includes, without limitation, its Council, any and all of its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, AGENTS, subcontractors, volunteers, and/or any such persons' successors.
- 5.12 "NORTH OAKLAND HOUSEHOLD HAZARDOUS WASTE ADVISORY BOARD" ("NoHaz BOARD") means an advisory board made up of one appointed representative from each participating MUNICIPALITY. This board shall provide counsel and recommendations to the COUNTY regarding the operation and administration of this Program.
- 5.13 "PARTICIPATING MUNICIPALITY" means a city, village or township that has agreed to participate in the North Oakland Household Hazardous Waste Program. Municipal participation shall be evidenced by a duly executed Interlocal Agreement between Oakland County and a city, village or township.
- 5.14 "PROGRAM HOST" means any entity, public or private, which has agreed to allow the COUNTY, the PARTICIPATING MUNICIPLALITIES, and the HAZARDOUS WASTE VENDOR to conduct a hazardous waste collection event on its premises.
- 6. <u>COUNTY RESPONSIBILITIES</u> Subject to the terms and conditions contained in this AGREEMENT, and applicable changes in law, the COUNTY shall carry out the following:
 - 6.1 The COUNTY shall be responsible for development and operation of the Program and shall enter into contracts for the benefit of the Program. Such

contracts include, but are not limited to, a contract with the HAZARDOUS WASTE VENDOR.

6.2 The COUNTY, together with the NoHaz BOARD, will monitor the services and activities of the HAZARDOUS WASTE VENDOR in order to insure that all terms and conditions of the HAZARDOUS WASTE VENDOR contract are satisfied. The COUNTY will take whatever steps are reasonably necessary, in its sole discretion, to modify or correct a deficiency in the HAZARDOUS WASTE VENDOR service and/or to enforce or terminate the agreement in the event of default by the HAZARDOUS WASTE VENDOR.

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- 6.3 The COUNTY shall be responsible for selecting dates and locations for hazardous waste collection services with the recommendation of the NoHaz BOARD.
- 6.4 The COUNTY, in consultation with the HAZARDOUS WASTE VENDOR and NoHaz BOARD, shall develop a COLLECTION SITE PROTOCOL for hazardous waste collection events within the MUNICIPALITY.
- 6.5 The COUNTY, in consultation with the NoHaz BOARD, shall formulate a survey to be filled out by MUNICIPAL residents upon their arrival at a scheduled collection event. This survey will require residents to provide their name and address (including street, city or township and zip code). Information gathered within this survey shall only be used for reasons directly related to the administration of the NoHaz program including, but not limited to, the calculation of HAZARDOUS WASTE COLLECTION COSTS for PARTICIPATING MUNICIPALITIES. Each NoHaz BOARD member shall have the right at any time to review the addresses of participants to verify all are located within the MUNICIPALITY. All personal identifying information collected from MUNICIPAL residents shall be regarded as confidential and will not be released by the COUNTY, the MUNICIPALITY or a NoHaz BOARD member except as required by law or court order.
- 6.6 The COUNTY shall provide educational support for the Program.

7. MUNICIPALITY'S RESPONSIBILITIES

- 7.1 Upon approval of this agreement, the MUNICIPALITY shall appoint a MUNICIPAL AGENT to the NoHaz BOARD to represent its interests. This Board member shall be available to assist the COUNTY, as necessary, in the administration of the program within the MUNICIPALITY.
- 7.2 Each MUNICIPALITY will provide MUNICIPAL AGENT(S) to work at each collection event as the Parties agree that many workers are needed to make each collection event run smoothly. The MUNICIPAL AGENT(S) provided shall assist the COUNTY and HAZARDOUS WASTE VENDOR in the set-up and operation of hazardous waste collection events. Such assistance may include, but is not limited to, traffic control, greeting residents, administering surveys, and accepting donations on behalf of the

Program. Under no circumstances will a MUNICIPAL AGENT accept, handle, dispose of, or otherwise come into contact with household hazardous waste. The MUNICIPALITY will provide the following numbers of MUNICIPAL AGENTS for each scheduled collection event based upon the most recent census figures available:

7.2.1 A MUNICIPALITY with a population of 30,000 or less will provide one MUNICIPAL AGENT at each scheduled collection event. A MUNICIPALITY with a population of 30,001 or more is required to provide two MUNICIPAL AGENTS at each scheduled collection event. One additional MUNICIPAL AGENT will be provided by each MUNICIPALITY for the collection event held at Oakland University.

- 7.3 In the event that a MUNICIPALITY fails to supply the required MUNICIPAL AGENTS to work at any given collection event, the MUNICIPALITY will be assessed the following fees based upon the most recent available census figures.
 - 7.3.1 A MUNICIPALITY that had 125 participants or less at the 2018 NoHaz events will be assessed \$50.00 per collection event in 2019.
 - 7.3.2 A MUNICIPALITY that had more than 126 but less than 401 total participants at the 2018 NoHaz events will be assessed \$125.00 per collection event in 2019.
 - 7.3.3 A MUNICIPALITY that had 401 or more total participants at the 2018 NoHaz events will be assessed \$250.00 per collection event in 2019.
 - 7.3.4 In the event a PARTICIPATING MUNICIPALITY that is new to the Program in 2019 fails to provide the required MUNICIPAL AGENT(S) at a scheduled collection event, the MUNICIPALITY will be assessed a fee of \$50.00 per event if it has a population of less than 10,000, \$125.00 per event if it has a population between 10,001 and 50,000, and \$250.00 per event if it has a population of 50,001 or more.
- 8. MUNICIPAL AGENTS SHALL NOT BE DEEMED COUNTY EMPLOYEES The Parties agree that no MUNICIPALITY AGENT shall be considered a COUNTY employee or COUNTY AGENT for any purpose under this AGREEMENT. The MUNICIPALITY agrees that it shall be solely and completely liable for any and all MUNICIPALITY AGENTS' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/ or other allowances of reimbursements of any kind, including, but not limited to, workers' disability compensation benefits, unemployment compensation, Social Security Act protections and benefits, any employment taxes and/or any other statutory or contractual right or benefit based on or in any way related to any MUNICIPALITY AGENT'S employment status.

The MUNICIPALITY agrees to indemnify and hold harmless the COUNTY from and against any and all CLAIM(S) which are imposed upon, incurred by, or which are based upon, result from, or arise from, or are in any way related to, any MUNICIPALITY AGENT'S wages, compensation, benefits or other employment-related or based rights, including, but not limited to, those described in this Paragraph.

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- 9. NEITHER THE COUNTY OR MUNICIPALITY SHALL HANDLE OR DISPOSE OF HAZARDOUS WASTE Neither the MUNICIPALITY nor the COUNTY is responsible for handling or disposing of household hazardous waste. This function will be performed solely by the HAZARDOUS WASTE VENDOR.
- MUNICIPALITY MAY LIMIT PARTICIPATION OF RESIDENTS If a MUNICIPALITY decides to limit the number of residents it will allow to participate at one or more collection events, the MUNICIPALITY will identify a method to limit such participation (which may include, for example, a voucher, pre-registration or other reasonable process). The MUNICIPALITY must communicate the process it intends to use to limit resident participation to the COUNTY in advance of a collection event to ensure smooth enforcement of this process and to allow the COUNTY ample time to communicate the process to potential resident participants in applicable advertising regarding upcoming events.
- 11. PARTICIPATION FEES A MUNICIPALITY may charge participating residents a fee to participate in NoHaz events. This fee will be collected by the COUNTY at the NoHaz events unless other arrangements have been made with the COUNTY in advance. The fee shall be \$10 or \$15 and the MUNICIPALITY will indicate via resolution whether or not a fee is to be charged, and if so, the amount.

12. FINANCIAL RESPONSIBILITIES

- 12.1 The COUNTY, subject to the terms of this AGREEMENT, will advance such funds as are necessary to pay the HAZARDOUS WASTE COLLECTION COSTS and ADMINISTRATIVE COSTS of the PROGRAM. The MUNICIPALITY shall repay the COUNTY in the following manner.
- 12.2 The MUNICIPALITY shall repay the COUNTY a percentage of the total ADMINISTRATIVE COST of the PROGRAM. The MUNICIPALITY'S share of administrative costs under the program shall be the sum total of two different calculations. The first calculation, based upon MUNICIPAL population figures, represents half of the MUNICIPALITIES share of ADMINISTRATIVE COSTS under the program. This figure shall be based upon total MUNICIPAL population compared to the overall population of participating MUNICIPALITIES program-wide. For purposes of illustration without limitation, if the MUNICIPALITY consists of 1,000 residents and there are a total of 10,000 MUNICIPAL residents served program-wide, then the MUNICPALITY would pay 10 (ten) percent of this half of the PROGRAM'S total ADMINISTRATIVE COST. The

second half of the MUNICIPALITY'S total ADMINISTRATIVE COST shall be the percentage of total MUNICIPAL participation compared to the overall participation of residents program-wide. For purposes of illustration without limitation, if 1,000 MUNICIPAL residents participate in the program and there are a total of 10,000 MUNICIPAL residents participating program-wide, then the MUNICIPALITY would pay 10 (ten) percent of this half of the ADMINISTRATIVE COST.

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- 12.2.1 If a MUNICIPALITY hosts a hazardous waste collection event as part of this program on municipally-owned property, the MUNICIPALITY shall be reimbursed by the COUNTY out of the program's administrative budget. The amount of money provided to reimburse a MUNICIPALITY for hosting a collection event shall be a set amount and will be determined by the NoHaz BOARD. Any expenses incurred by a MUNICIPALITY which are beyond the amount determined by the NoHaz BOARD to be appropriate for a collection event shall be the sole responsibility of the MUNICIPALITY.
- 12.2.2 The MUNICIPALITY shall also repay the COUNTY a portion of the HAZARDOUS WASTE COLLECTION COSTS. The HAZARDOUS WASTE COLLECTION COSTS will be all costs paid by the COUNTY to the HAZARDOUS WASTE VENDOR for collecting and disposing of a MUNICIPAL resident's hazardous waste material, less any fees collected at the NoHaz events for this purpose. The MUNICIPALITY may cap its HAZARDOUS WASTE COLLECTION COSTS by limiting the number of MUNICIPAL residents that may participate in collection events. The MUNICIPALITY shall advise the COUNTY of any such limitation upon MUNICIPAL resident participation.
- 12.2.3 The COUNTY shall submit an invoice to the MUNICIPALITY itemizing all amounts due under this AGREEMENT for its share of ADMINISTRATIVE and HAZARDOUS WASTE COLLECTION COSTS. The MUNICIPALITY shall pay the invoice submitted to the COUNTY within thirty (30) days after receipt of the invoice.
- 12.2.4 Except as expressly provided in this AGREEMENT, the COUNTY is not responsible for any cost, fee, fine or penalty incurred by the MUNICIPALITY in connection with this AGREEMENT.

13. MUNICIPALITY'S FAILURE TO PAY

13.1 If the MUNICIPALITY, for any reason, fails to pay the COUNTY any monies when and as due under this AGREEMENT, the MUNICIPALITY

agrees that unless expressly prohibited by law, the COUNTY or the County Treasurer, at their sole option, shall be entitled to setoff from any other MUNICIPALITY funds that are in the County's possession for any reason. Funds include but are not limited to the Delinquent Tax Revolving Fund ("DTRF"). Any setoff or retention of funds by the COUNTY shall be deemed a voluntary assignment of the amount by the MUNICIPALITY to the COUNTY. MUNICIPALITY waives any CLAIMS against the COUNTY or its Officials for any acts related specifically to the COUNTY'S offsetting or retaining such amounts. This paragraph shall not limit MUNICIPALITY'S legal right to dispute whether the underlying amount retained by the COUNTY was actually due and owing under this AGREEMENT.

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- 13.2 If the COUNTY chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay the COUNTY any amounts due and owing the COUNTY under this AGREEMENT, the COUNTY shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the COUNTY under this AGREEMENT. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 13.3 Nothing in this Section shall operate to limit the COUNTY'S right to pursue or exercise any other legal rights or remedies under this AGREEMENT against MUNICIPALITY to secure reimbursement or amounts due the COUNTY under this AGREEMENT. The remedies in this Section shall be available to the COUNTY on an ongoing and successive basis if the MUNICIPALITY at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this AGREEMENT, if the COUNTY pursues any legal action in any court to secure its payment under this AGREEMENT, the MUNICIPALITY agrees to pay all costs and expenses, including attorney's fees and court costs, incurred by the COUNTY in the collection of any amount owed by MUNICIPALITY.

14. <u>EACH_PARTY_RESPONSIBLE_FOR_ITS_OWN_ACTIONS_UNDER</u> AGREEMENT

- 14.1 Each Party shall be responsible for any CLAIMS made against that Party and for the acts of its Employees or AGENTS.
- 14.2 In any CLAIMS that may arise from the performance of this AGREEMENT, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees.
- 14.3 Except as otherwise provided in this AGREEMENT, neither Party shall have any right under any legal principle to be indemnified by the other Party or any of its employees or AGENTS in connection with any CLAIM.

14.4 This AGREEMENT does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this AGREEMENT shall be construed as a waiver of governmental immunity for either PARTY.

15. <u>HAZARDOUS WASTE VENDOR INDEMNIFICATION OF THE MUNICIPALITY</u>

15.1 The COUNTY shall require the following indemnification for participating MUNICIPALITIES within the HAZARDOUS WASTE VENDOR CONTRACT:

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- 15.1.1 "The Contractor will protect, defend and indemnify the COUNTY, PROGRAM HOSTS. and all **PARTICIPATING** MUNICIPALITIES, together with their controllers, trustees, officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands, and costs, of whatever kind and nature which may result in injury or death to any persons, and for loss or damage to any property, including property owned or in the care, custody or control of the COUNTY, PROGRAM HOSTS or PARTICIPATING MUNICIPALITIES in connection with or in any way incident to or arising out of the occupancy, use, service operations, performance, or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of the Contractor, or any subcontractor, or any employee, agent or representative of the Contractor or subcontractor."
- 15.1.2 "The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies."
- 15.1.3 "Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the COUNTY, PROGRAM HOSTS, or PARTICIPATING MUNICIPALITIES based upon any CLAIM brought against the COUNTY, PROGRAM HOST, OR PARTICIPATING MUNICIPALITIES by a Contractor Employee."
- 16. <u>LENGTH OF AGREEMENT</u> This AGREEMENT shall become effective at 12:01 A.M., January 1, 2019, and shall remain in effect continuously until it expires, without any further act or notice being required by either party, at 11:59 P.M. on December 31, 2019.
- 17. <u>TERMINATION OR CANCELLATION OF AGREEMENT</u> Once the agreement commences (as described in section 11 above), the parties may only terminate this AGREEMENT as provided below:
 - 17.1 Either Party may terminate or cancel this AGREEMENT for any reason upon thirty (30) days' notice. The effective date for termination or

cancellation shall be clearly stated in the notice. If the MUNICIPALITY terminates this AGREEMENT after commencement of the program, it shall nevertheless remain liable for its share of the ADMINISTRATIVE COSTS and HAZARDOUS WASTE COLLECTION COSTS for the entire term of this Agreement.

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- 17.2 The COUNTY may cancel this AGREEMENT at any time should the MUNICIPALITY "default" on any obligation under this AGREEMENT. "Default" is defined as the failure of the MUNICIPALITY and/or any MUNICIPALITY AGENT to fulfill any MUNICIPALITY obligations under this AGREEMENT. If time permits, but not otherwise, the COUNTY shall notify the MUNICIPALITY in writing of any default and provide the MUNICIPALITY with an opportunity to correct the situation. If after a reasonable period to cure the default, the MUNICIPALITY has not corrected the circumstances giving rise to the notice, the COUNTY may cancel this AGREEMENT and terminate the MUNICIPALITY'S further participation in this program.
- 18. SUSPENSION OF SERVICES Upon notice to the MUNICIPALITY and the NoHaz ADVISORY BOARD the COUNTY may immediately suspend this AGREEMENT if the MUNICIPALITY has failed to reasonably comply, within the COUNTY'S sole discretion, with federal, state, or local law, or any requirements contained in this AGREEMENT. The right to suspend services is in addition to the right to terminate or cancel this AGREEMENT contained in Section 13. The COUNTY shall not incur penalty, expense, or liability if services are suspended under this Section.
- 19. **LIMITATION OF LIABILITY** The Parties agree that the COUNTY used its best efforts and judgment when selecting a HAZARDOUS WASTE VENDOR for this program. The MUNICIPALITY agrees to waive any CLAIM(S) or liability against the COUNTY for any material defects, errors, mistakes, negligence, or omissions in the bid specifications, the bid procedure, the bid award process, the HAZARDOUS WASTE VENDOR contract negotiation process, the preparation or execution of the HAZARDOUS WASTE VENDOR contract, or any other errors or mistakes of fact by the COUNTY in the selection of the HAZARDOUS WASTE VENDOR. The MUNICIPALITY agrees that at all times and for all purposes under this AGREEMENT, the HAZARDOUS WASTE VENDOR relationship to the COUNTY shall be that of an Independent Contractor and not a COUNTY AGENT as defined herein. MUNICIPALITY hereby agrees to waive any CLAIM(S) or liability against the COUNTY based in any manner upon any act or omission of the HAZARDOUS WASTE VENDOR.
- 20. NO THIRD PARTY BENEFICIARIES Except as provided for the benefit of the Parties, this AGREEMENT does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

21. <u>COMPLIANCE WITH LAWS</u> Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this AGREEMENT, including, but not limited to, the policies, procedures, rules and regulations attached as Exhibits to this AGREEMENT, and properly promulgated amendments to those Exhibits.

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- 22. <u>DISCRIMINATION</u> The Parties shall not discriminate against their employees, AGENTS, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
- 23. <u>PERMITS AND LICENSES</u> Each Party shall be responsible for obtaining and maintaining, throughout the term of this AGREEMENT, all licenses, permits, certificates, and governmental authorizations necessary to perform all its obligations under this AGREEMENT. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.
- **RESERVATION OF RIGHTS** This AGREEMENT does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
- 25. FORCE MAJEURE Each Party shall be excused from any obligations under this AGREEMENT during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.
- **26.** <u>IN-KIND SERVICES</u>. This AGREEMENT does not authorize any in-kind services, unless previously agreed to by the Parties and specifically listed herein.
- 27. <u>DELEGATION/SUBCONTRACT/ASSIGNMENT</u> A Party shall not delegate, subcontract, and/or assign any obligations or rights under this AGREEMENT without the prior written consent of the other Party. A delegation, subcontract and/or assignment made without the prior written consent of the other Party is void.
- 28. NO IMPLIED WAIVER Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this AGREEMENT shall constitute a waiver of those rights with regard to any existing or subsequent breach of this AGREEMENT. No waiver of any term, condition, or provision of this AGREEMENT, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this AGREEMENT. No waiver by either Party shall subsequently affect its right to require strict performance of this AGREEMENT.

29. <u>SEVERABILITY</u> If a court of competent jurisdiction finds a term, or condition, of this AGREEMENT to be illegal or invalid, then the term, or condition, shall be deemed severed from this AGREEMENT. All other terms, conditions, and provisions of this AGREEMENT shall remain in full force.

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- 30. <u>CAPTIONS</u> The section and subsection numbers, captions, and any index to such sections and subsections contained in this AGREEMENT are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this AGREEMENT. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or non-possessive use in this AGREEMENT shall be deemed the appropriate plurality, gender or possession as the context requires.
- NOTICES Notices given under this AGREEMENT shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.
 - 31.1 If Notice is sent to the COUNTY, it shall be addressed and sent to: Oakland County Economic Development & Community Affairs, 2100 Pontiac Lake Road, Bldg. 41W, Waterford, MI 48328-0409 and Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph, Pontiac, Michigan 48341.
 - 31.2 If Notice is sent to the MUNICIPALITY, it shall be addressed to:
 - 31.3 Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.
- 32. GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE This AGREEMENT shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any CLAIM arising under or related to this AGREEMENT shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

33. AGREEMENT APPROVAL AND AMENDMENT

33.1 This AGREEMENT shall not become effective prior to the approval by concurrent resolutions of the County Board of Commissioners and the governing Legislative Body of the MUNICIPALITY. The approval and terms of this AGREEMENT shall be entered in the official minutes and

proceedings of the County Board of Commissioners and governing Legislative Body of the MUNICIPALITY and shall also be filed with the office of the Clerk for the County and the MUNICIPALITY. In addition, this AGREEMENT, and any subsequent amendments, shall be filed with the Secretary of State for the State of Michigan by the COUNTY and shall not become effective or implemented prior to its filing with the Secretary of State.

- 33.2 Except as expressly provided herein, this AGREEMENT may be amended only by concurrent written resolutions of the County Board of Commissioners and the governing Legislative Body of the MUNICIPALITY. This AGREEMENT shall not be changed, supplemented, or amended except as provided for herein, and no other act, verbal representation, document, usage, or custom shall be deemed to amend or modify this AGREEMENT.
- 24. ENTIRE AGREEMENT This AGREEMENT constitutes the complete and entire AGREEMENT between the COUNTY and MUNICIPALITY and fully supersedes any and all prior AGREEMENTS or contemporaneous representations or understandings, verbal or oral, between them concerning and in any way related to the subject matter of this AGREEMENT. It is further agreed that the terms and conditions herein are contractual and are not a mere recital and that are no other AGREEMENTS, understandings, contracts, or representations between the MUNICIPALITY and the COUNTY in any way related to the subject matter hereof, except as expressly stated herein.
- 35. <u>CONCLUSION</u>: For and in consideration of the mutual promises, acknowledgements and representations set forth in this AGREEMENT, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the COUNTY and MUNICIPALITY hereby agree to be bound by the above terms and provisions.

IN WITNESS WHEREOF,	hereby acknowledges that he has been				
authorized by a resolution of the	, a certified copy EMENT on behalf of the MUNICIPALITY				
and hereby accepts and binds the MUNICIPA AGREEMENT.	LLIIY to the terms and conditions of this				
AUREEVIENT.					
	•				
EXECUTED:	DATE:				
WITNESSED:	DATE:				
WITNESSED: DATE: WITNESSED: DATE: IN WITNESS WHEREOF, the Chairperson of the Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this AGREEMENT on behalf of the County of OAKLAND and hereby accepts and binds the COUNTY to the terms and conditions of this AGREEMENT.					
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execute this AGREEMENT on behalf of the (County of OAKLAND and hereby accepts				
and binds the COUNTY to the terms and con-	ditions of this AGREEMENT.				
EXECUTED:	DATE:				
Chairperson	DRIL.				
Oakland County Board of Comm	issioners				
WITNESSED.	DATE.				

3. Section of the sec

EXHIBIT A

2019 Projected NoHaz Budget

Program Management	\$30,72
Collection Costs	5,900.00
Administration	1,122.00
Education and Outreach	\$14,000
	\$54.745.00
TOTAL	\$51,745.00
2019 NoHaz Hazardous Waste Disposal and Re	
2019 NoHaz Hazardous Waste Disposal and Re	ecycling Costs

EXHIBIT B - 2019 Estimated Costs

Municipality	Population (2010 census)	% of population	admin fee based on population	Cars	% of participation	admin fee based on # of cars	HHW disposal fee	Revenue from \$10 or \$15 charge	total amount for program
			\$25,872.50			\$25,872.50	\$36,15		
Addison*	6,351	1.72%	\$444.35	102	2.16%	\$557.93	\$3,687.30	\$1,020.00	\$3,669.58
Brandon*	15,175	4.10%	\$1,061.72	150	3.17%	\$820.48	\$5,422.50	\$1,500.00	\$5,804.71
Groveland*	5,476	1.48%	\$383.13	51	1.08%	\$278.96	\$1,843.65	\$510.00	\$1,995.74
Independence*	34,681	9.38%	\$2,426.47	582	12.30%	\$3,183.47	\$21,039.30	\$5,820.00	\$20,829.24
Lake Angelus	290	0.08%	\$20.29	33	0.70%	\$180.51	\$1,192.95	\$0.00	\$1,393.75
Oakland*	16,779	4.54%	\$1,173.95	360	7.61%	\$1,969.15	\$13,014.00	\$3,600.00	\$12,557.10
Orion	35,394	9.57%	\$2,476.35	801	16.93%	\$4,381.37	\$28,956.15	\$0.00	\$35,813.87
Oxford	20,526	5.55%	\$1,436.11	534	11.29%	\$2,920.91	\$19,304.10	\$0,00	\$23,661.12
Pontiac	59,515	16.09%	\$4,163.99	51	1.08%	\$278.96	\$1,843.65	\$0,00	\$6,286.60
Rochester	12,711	3.44%	\$889.33	260	5.50%	\$1,422.17	\$9,399.00	\$0.00	\$11,710.50
Rochester Hills*	70,995	19.20%	\$4,967.19	1,139	24.08%	\$6,230.19	\$41,174.85	\$11,390.00	\$40,982.23
Rose	6,250	1.69%	\$437.28	32	0.68%	\$175.04	\$1,156.80	\$0.00	\$1,769.12
Springfield*	13,940	3.77%	\$975.32	192	4.06%	\$1,050.22	\$6,940.80	\$1,920.00	\$7,046.33
Waterford**	71,707	19.39%	\$5,017.01	443	9.37%	\$2,423.15	\$16,014.45	\$6,645.00	\$16,809.61
	369,790	100.00%	\$25,872.50	4,730	100.00%	\$25,872.50	\$170,989.50	\$32,405.00	\$190,329.50

^{* =} Community charges participants \$10 each to participate in NO HAZ events

^{** =} Community charges participants \$15 each to participate in NO HAZ events

^(1.) This is only an estimate. Communities will be billed on actual use and participation based on which communities are under contract for 2019. Participating communities listed above are preliminary and will be finalized in early 2019.

^(2.) The cost per vehicle including electronic waste is \$36.15.

^(3.) The total administration fee is \$51,745.00, which includes 5 collection events.

^(4.) The number of participants is estimated using the 2018 number of participants and adding 5%.

Failure to provide a volunteer will result in charges as outlined in the Interlocal agreement. These costs are not factored into this estimate.

A representative from each community is also needed to attend meetings. These are held 1-3 times per year. Costs for this person are not factored into this estimate.

^(6.) If additional communities join the program, additional collections may be necessary. This would be decided upon by the County and NO HAZ Advisory Board, and would result in additional administration costs of approximately \$5,000 per collection.