

City of Pontiac

Professional Services Contract

This contract made this 27th day of May, 2013 by and between the City of Pontiac, a municipal corporation, herein called the "City" and Tucker, Young, Jackson, Tull, Inc. whose principal place of business is at 615 Griswold St, Suite 600, Detroit, Michigan, herein called the "Consultant."

I. Engagement of Consultant

1.01 The City hereby engages the Consultant and the Consultant agrees to perform the services as set forth in Exhibit "A", Scope of Services (the "Services"), which is attached hereto and incorporated herein by reference.

II. Title

2.01 The Contract is hereby designated As-Needed Professional Staffing Services.

III. Independent Contractor

3.01 The parties agree that the relationship of the Consultant to the City is to be that of an independent contractor and no liability or benefits, such as workers compensation rights or liabilities, retirement benefits or liabilities, pension rights or liabilities, insurance rights or liabilities, holiday pay, sick pay, vacation pay, personal injury or property insurance rights or liabilities, or such other rights, provisions or liabilities arising out of a contract of hire or employer-employee relationship, either expressed or implied, shall arise or accrue to either party as a result of this agreement and undertaking. The Consultant shall, under no circumstances, represent or consider himself as an employee of the City of Pontiac.

IV. Scope of Services.

4.01 The Consultant shall perform the Services in a satisfactory and proper manner in accordance with the terms of this Contract. The Consultant shall, during the contract term or any extension thereof, exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Contract or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services. If there is any conflict between the terms and conditions of this Contract and Exhibit "A", the terms and conditions of this Contract shall prevail. The Consultant shall prepare and submit, bi-weekly, a log of work performed and associated hours for tracking purposes. The Consultant shall also be available for monthly progress meetings to review work performed and upcoming projects.

4.02 The Services shall be performed at the Consultant's office or places designated by the City.

A rectangular stamp with the words "FILE COPY" in a bold, sans-serif font. The stamp is slightly tilted and has a dark, textured appearance.

V. Contract Term

5.01 This contract is effective for a term commencing on May 29, 2013, and expiring at midnight on May 29, 2016, unless sooner terminated as provided for herein, or extended to such further period as determined between the parties hereto.

VI. Compensation

6.01 The City agrees to pay the Consultant for the Services performed hereunder in accordance with the terms and conditions contained in Exhibit "B", attached hereto and made a part hereof, during the life of this contract. It is understood and agreed by the parties hereto that the compensation stated above is inclusive of any and all remuneration to which the Consultant may be entitled to hereunder.

VII. Indemnity

7.01 The Consultant agrees to hold harmless the City against and from liabilities, obligations, damages, penalties, judgments, costs, charges, and expenses (including reasonable fees of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the City by reason of any of the following occurring during the term of this contract:

- a. Any negligent act, error or omission of the Consultant arising out of the performance of Services under this Agreement. or,
- b. Any failure by the Consultant to perform its obligations under this contract.

7.02 The Consultant also agrees that it is Consultant's responsibility to safeguard the City's property and materials that the Consultant uses pursuant to the Consultant's performance under this contract. Further, the Consultant agrees to hold the City harmless for any loss of such property and materials used by the Consultant pursuant to the Consultant's performance under the contract, unless arising out of the negligence of the City, its employees or others for whom City is legally liable.

7.03 In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.

VIII. Termination

8.01 The City has the right, within its sole discretion, to terminate this contract without cause, by giving notice to the Consultant of such termination, specifying the effective date thereof, at least seven (7) days before the effective date of such termination, and this contract shall terminate in all respects as if such date were the date originally given for the expiration of this contract.

8.02 This Contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Contract; provided, however, the nonperforming party shall have 30 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

8.03 The Consultant shall be liable to the City for damages sustained by the City by virtue of any material breach of the contract by the Consultant, and reasonable costs the City might incur enforcing or attempting to enforce this contract.

8.04 Subject to Section 8.01, any compensation due and owing the Consultant at the time of any termination for outstanding work shall be paid as soon thereafter as can be authorized by the Finance Department of the City of Pontiac.

IX. Compliance with Laws

9.01 The Consultant shall comply with all applicable federal, state, or local laws, ordinances, codes, rules or regulations in performing Services hereunder, including all City policies and procedures.

X. Conflict of Interest

10.01 The Consultant represents that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services under this contract. The Consultant further represents that to the best of its knowledge no officer, member, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract, has any personal or financial interest, direct, or indirect, in this contract or in the proceeds thereof.

XI. Debt to City

11.01 The Consultant represents that it is not, and will not, become in arrears to the City upon contract, debt, or any other obligation to the City, including real property, personal property, and income taxes.

XII. Assignment or Subcontracting

12.01 This contract is for the sole use and benefit of the Consultant and the City and shall not be assigned nor shall the Services, as described in this contract, be subcontracted to be performed by anyone other than the parties hereto without the prior written consent of the other party.

XIII Amendment

13.01 This contract may be amended only by an instrument in writing signed by the Emergency Financial Manager/Mayor or their designees and the Consultant.

XIV. Other Contracts

14.01 The Consultant may perform the same or similar services for other clients, provided the performance of such contracts does not interfere with the Consultant's performance of this contract.

XV. Council Approval

15.01 This agreement/contract is expressly contingent upon and shall not be binding upon the parties until such time as the City Council and/or the Emergency Financial Manager of Pontiac, Michigan authorizes the appropriate representatives of the municipality to enter into the agreement/contract on behalf of the City.

XVI. Applicable Law

16.01 This Agreement is executed and is to be performed in Michigan and will be governed by and constructed in accordance with the internal laws of the State of Michigan without regard to choice of laws principles.

XVII. Right to Rely

17.01 City hereby grants Consultant the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. City represents that Consultant's use of such documents will not infringe upon any third party's rights, and City will indemnify and protect Consultant from any infringement claims arising from Consultant's use of any plans, documents or other materials provided to Consultant in the performance of its Services hereunder.

XVIII. City's Responsibilities

18.01 City shall be responsible for all matters described as Services to be Performed by the City in Exhibit "A" hereof.

XIX. Delay in Performance

19.01 Neither City nor Consultant shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. Consultant shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

XX. Disputes

20.01 In the event of a dispute between Consultant and City arising out of or related to this Contract, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. In the event the parties are unable to reach agreement they may elect to mediate or arbitrate. If the parties are unable to reach agreement to mediate or arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

XXI. Limitations of Responsibilities

21.01 Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of an contractor, subcontractor, vendor, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Exhibit "A", Scope of Services.

XXII. Intellectual Property

22.01 The City of Pontiac shall retain copyright and ownership rights in design, drawing details, specifications, data bases, computer software, and other proprietary property for any of the aforementioned items paid for by the City of Pontiac. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of City of Pontiac.

XXIII. Subcontracting & Employment Opportunities

23.01 When opportunities arise for sub-contracting and employment, the consultant's/contractor's representatives will notify the Pontiac City Attorney and that individual will be responsible for disseminating the information to the Municipality's Emergency Financial Manager, Emergency Manager or Mayor to insure that qualified Pontiac based business' and residents are provided opportunities for sub-contracts and employment. In addition, when opportunities arise for employment, the consultant/contractor shall notify the Oakland Intermediate School District JobLink Service Center Michigan Works ("JobLink") in writing at JobLink Career Center, Attention: Roland E. Hill, Director, 1847 North Perry Street, Pontiac, Michigan 48340 with a copy of said notice to be provided to the City Attorney.

AS-NEEDED PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PONTIAC AND TUCKER, YOUNG, JACKSON, TULL, INC. FOR
PROFESSIONAL STAFFING SERVICES

DATED May 29, 2013 FOR A TERM EXPIRING May 29, 2016

Witnesses:

- 1) [Signature]
- 2) [Signature]

George Y. Karmo, PE, BCEE, President

By: [Signature]

Tucker, Young, Jackson, Tull, Inc.

615 Griswold, Suite 600

Detroit, Michigan 48226

Tax I.D. #38-2508733

Telephone (313) 963-0612

CITY OF PONTIAC

By: [Signature]
Louis Schimmel Date 5-29-13

Its: Emergency Manager

ACKNOWLEDGMENT OF A PERSON ACTING IN HIS OWN RIGHT

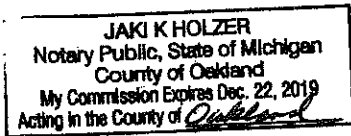
STATE OF MICHIGAN)

SS

COUNTY OF OAKLAND)

CITY OF PONTIAC)

The foregoing instrument was acknowledged before me this 29th day of ^{month} January, 2013, by Louis H. Schinard to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free and voluntary act and deed.



Jaki K. Holzer

Notary Public, Oakland County

My Commission expires 12/22/2019

EXHIBIT A
SCOPE OF SERVICES

“AS-NEEDED” SERVICES

1. Provided Services
 - A. Coordination with the EFM or his designee relative to carrying out the work related to special projects, not listed in Section I or III herein.
 - B. Perform land surveying services under the direction of a licensed land surveyor to prepare land survey, topographic survey, boundary surveys and lot split surveys together with development of legal property descriptions as required.
 - C. Inspection of work in the Public ROW for which fees are not collected and prepare/report of same.
 - D. Maintain and update City design standards to keep current with industry standards and regulatory requirements.
 - E. Assistance with reviewing and drafting ordinances associated with engineering/public works as required.
 - F. Prepare applications including related work required for grant submittals related to Public Works improvement projects.
 - G. Provide land planning for City owned property as may be required.
 - H. Landscape design services.
 - I. Streetscape design services not associated with a funded project.
 - J. Graphic presentation drawings.
 - K. Conduct traffic studies, including traffic counts and analysis of data.
 - L. Coordinate and represent the City in federal highway funded project development with the selected design and/or construction engineering consultant, including design/construction engineering contract preparation, review of plans, specifications and compliance with State and Federal requirements for project development.
 - M. Oversee the work of consultants carrying out a specific federal highway funded project, recommend payments and require timely professional submittal of documents pursuant to contract requirements and City established time lines.
 - N. NPDES Storm Water Act Compliance
 - Obtain data from various vendors assisting the City with road maintenance, storm sewer maintenance and oversight of City-owned properties necessary to facilitate compliance with the requirements of the City's NPDES permit.
 - Obtain data from various agencies such as SEMCOG and CRWC as required to demonstrate the City's compliance with PEP requirements in the Permit.
 - Attend meetings required to demonstrate the City's compliance with the Storm Water Act Permit requirements.
 - Prepare bi-annual reports pursuant to the permit covering the following:
 - Annual Report
 - Update SWPPI Report
 - Update PEP Report
 - Update IDEP Report
 - Coordinate and undertake other measures to assure the City's compliance with permit requirements, including but not limited to IDEP testing, maintaining information stations at City Hall, coordinating posting of information on the City's Web Site together with other requirements to facilitate compliance with the permit.
 - Coordinate the City's payment of annual fees associated with membership associated with the City maintaining compliance with PEP and SWPPI requirements (i.e., SEMCOG, CRWC and SWAG, etc.)
 - Coordination as required with the WRC, United Water, etc., related to permit compliance.

-9- Professional Services Consultant

- O. Provide ROW and easement acquisition services associated with public improvements and special City projects as required.
 - P. Payment of any permit, inspection or plan review fees charged by regulatory agencies related to project development.
 - Q. Services associated with updating the City's/County GIS data with utilities and road property data, etc., as required.
 - R. Undertake pre-preliminary engineering services related to any public works project contemplated by the City.
 - S. Preparation of feasibility and benefit/cost analysis and studies.
 - T. Prepare operating and capital improvement budgets based on City line items for operation of the Engineering Division. Funds and Activities item budgets to be compiled based on Finance Department requirements and projects and administrative costs projected for the fiscal year.
 - U. Prepare Bridge Inspection reporting to the MDOT pursuant to FHWA requirements and pursue Federal Critical Bridge funding as required.
2. City local street and major street improvements (including drainage and sidewalk and all other public works projects identified by the City)
- A. Assign a Project Engineer to oversee all work during design and construction engineering.
 - B. Undertake preliminary engineering and design services.
 - C. Identify right-of-way requirements, recommendations, land surveys and computations together with boundary and topographic surveys necessary to properly design the improvements.
 - D. Prepare cost estimate, plan, profile and complete bid documents utilizing the City's standard form.
 - E. Coordinate and undertake geotechnical work as required.
 - F. Advertise construction project for bids in appropriate journals to best assure competitive opportunities to bid.
 - G. Review bids and documents received in response to the City's advertisement for bids, prepare bid tabulation and make a recommendation on construction contract award to the EFM or his designee.
 - H. Prepare report and resolution form to the EFM or his designee for City Council action in the award of construction contracts as required.
 - I. Prepare documentation required by the City to establish P.O.'s for contractor and consultant payments as required.
 - J. Coordinate work with the WRC office to assure requirements with water and sewer facilities are satisfied.
 - K. Obtain any MDOT, MDEQ or Road Commission permits related to the proposed improvements.
 - L. Provide construction engineering services, including staking, inspection, material testing and construction contract administration together with final project close out.
 - M. Provide reports and maintain records of the project to the satisfaction of the City.
 - N. Furnish and maintain a record set of as-built plans and records upon completion of the project. Keep City records up-to-date and current.
 - O. Check shop drawings details for items of construction as may be submitted for approval.
 - P. Supply all materials, including blueprints as required.
 - Q. Attend all meetings required to prosecute the design and construction of the project.
 - R. Professionally endorse all plans and specifications and engineering data submitted to the City.
3. Woodland & Wetland Services
- A. Provide a licensed forester to inspect trees within the Public ROW to facilitate needs for trimming or removal of diseased trees on a compliant basis.
 - B. Review proposed public improvements/developments in the City for Compliance with the City's Wetland and Woodlands ordinances. Reviews to be conducted by a licensed forester and licensed Wetland Scientist as required.

-10- Professional Services Consultant

4. Sidewalk Inspection Program

- A. Inspect City sidewalks located in the public ROW on a compliant basis, upon direction from the EFM/Mayor or his designee. Locations for such inspections to be identified by the City. Issue repair notices and follow-up with compliance of City ordinances with respect to sidewalk repairs as required.
- B. Review condition of sidewalks adjacent to private project improvements or site demolitions as required to best assure sidewalk repair/replacement as part of site plan approvals or demolition permits include repair of public sidewalks damaged by said demolition work.

5. Engineering Site Plan and Construction Plan Review & Inspection

- A. Maintain site plan and construction plan submittal records together with a log and status report to all projects submitted to engineering. Said report to be submitted bi-weekly to the City administration as required.
- B. Recommend updated fees for Engineering services associated with Engineering plan reviews and SE/SC programs, such that updated fees satisfactorily cover the cost of the Contractor's review fees and City administrative costs.
- C. Review site plans and construction plans and respond to applicants with a written review letter providing all applicable fees have been paid to the City.
- D. Meet with developers, architects, engineers, residents, business people and owners as required to answer questions and facilitate the process of reviewing submittals.
- E. Coordinate the City's requirements for fee collection.
- F. Provide construction inspection of public site improvements and other site improvements not inspected by the City's Buildings Department for which fees are collected.
- G. Follow-up with compliance of all requirements outlined in site plan or construction plan review letters pursuant to City ordinances (i.e., easement documents maintenance agreements, etc.).
- H. Attendance at meetings with other City Departments and coordination with requirements of other departments in plan submittal/review.

6. ROW Permitting

- A. Provide office assistance during regular business hours to the public related to requirements for procurement of ROW permits.
- B. Coordinate receipt of and review of annual utility company applications for ROW permits.
- C. Review utility company plans for utility improvement (non-maintenance) projects and provide approvals as required.
- D. Review plans submitted for ROW permitting; require payment of review, inspection fees and deposits together with review of public liability insurance certificates and surety bonds to ensure compliance with City ordinances.
- E. Inspect work undertaken in the public ROW under a permit; require compliance with City standards and upon satisfactory completion of the work, close out the permit.
- F. Assist with the enforcement of City ordinances with respect to reported or determined unauthorized work undertaken in the ROW without a permit.
- G. Coordinate fee collections with the City to ensure compliance with the ordinance.

EXHIBIT B

COMPENSATION

COST SCHEDULE

ATTACHMENT 2

**TUCKER, YOUNG, JACKSON, TULL, INC
AVERAGE HOURLY LABOR RATE
AS OF JULY 2012 ⁽¹⁾**

Job Category	Average Hourly Rate (\$) ⁽⁶⁾	Range Hourly Rate (\$)
Principal / Engineer (EN 9)	150.00 ⁽⁴⁾	150.00 ⁽⁴⁾
Officer/ Engineer (EN 7 and 8)	150.00 ⁽⁴⁾	150.00 ⁽⁴⁾
Associate / Engineer (EN 5 and 6)	150.00 ⁽⁴⁾	150.00 ⁽⁴⁾
Senior Engineer (EN 5 and 6)	115.54	103.60 – 127.23
Engineer (EN 3 and 4)	101.95	91.71 – 115.79
Junior Engineer (EN 1 and 2)	75.14	62.64 – 93.54
Water / Wastewater Operator	81.65	77.42 – 85.92
Drafter / CADD Operator	72.63	64.03 – 81.49
Technician / Inspector	76.09	61.22 – 83.74
Information Technology	98.47	98.47
Marketing	95.66	95.66
Office Administration	69.27	43.79 – 122.94

Notes

1. Hourly rates shall be adjusted annually on July 1st at an estimated rate of 4%.
2. Associate and Senior Engineers can function as Project Managers, Project Engineers, Construction Managers, and Senior Resident Engineers. Officers, Principals and Associates can function as Project Managers, Project Directors and Client Officers.
3. Office Administration includes office services, Human Resources, Financial, Secretarial and Word Processing.
4. Rates are capped at \$150.00 per hour and will not be adjusted over the duration of the contract.
5. These are billing rates calculated based on actual payroll rates multiplied by a multiplier of 2.784. The multiplier utilizes an overhead of 165.15% and a profit of 5% only.

TUCKER, YOUNG, JACKSON, TULL, INC
OTHER DIRECT COST RATE
AS OF JULY 2012 ⁽¹⁾

ODC Item/Activity	Rate (\$)
Leak Detection Equipment and Crew (per day)	900.00
Service Van or Vehicle includes traffic and safety equipment (per day)	110.00
GPS Equipment (per hour)	20.00
Hydrant Flow Testing Equipment (per day)	30.00
Flow Metering Equipment (per hour)	3.00
SSES – Van and Standard Equipment (per hour)	14.75
SSES – Miscellaneous Equipment (per hour)	8.50
Color Copies (per copy)	.025
Travel (per mile)	0.45
Insertion Magnetic Flow Meter (per day)	100.00
Recorder/Logger (per month)	50.00
Colorimeter (per sample)	5.00

❖ Mark up on subcontractor such as survey and geotechnical and other specialty subcontractors shall be 2%.

City of Pontiac
Professional Services Agreement
Addendum A
Amendments to Professional Services Agreement between
the City of Pontiac and Tucker, Young, Jackson, Tull, Inc.

The following recitals and representations are entered into this 15 day of August, 2013, by and between the City of Pontiac, a municipal corporation, whose address is 47450 Woodward Avenue, Pontiac, Michigan, 48342, (City), and Tucker, Young, Jackson, Tull, Inc., a Michigan corporation, licensed to do business in the State of Michigan, whose address is 615 Griswold Street, Suite 600, Detroit, Michigan, 48226 (Contractor), and are intended to amend and Agreement for Professional Services (Agreement) originally executed by the City and Contractor on May 29, 2013.

Recitals and Representations

WHEREAS, the City and Contractor entered into an Agreement on the 29th of May 2013; and

WHEREAS, the Contractor has demonstrated its ability to faithfully execute the terms of the Agreement; and,

WHEREAS, the City desires to engage the Contractor and provide changes to, and additional terms to the services described in the Agreement.

NOW, THEREFORE, the City and the Contractor agree to amend the original Agreement, as follows:

1. Amend Section 8.01 of the Agreement to now read:

8.01 The City has the right, within its sole discretion, to terminate this contract without cause, by giving notice to the Consultant of such termination, specifying the effective date thereof, at least ninety (90) days prior to the effective date of such termination. This contract shall terminate in all respects as if such date were the date originally given for the expiration of this contract.

8.01.1 In the event of the City's exercise of the right of unilateral termination as provided in this section:

- a. If the City is operating under the supervision of a Transition Advisory Board or other form of monitoring by the State of Michigan, contract termination shall not be effective until such termination is confirmed by the Transition Advisory Board or State of Michigan.
- b. Unless directed to continue performing work during the ninety (90) day period prior to termination or unless otherwise provided in any notice of termination, contractor shall provide no further Services in connection with this Agreement after receipt of a notice of termination as described in Section 8.01.

- c. Provided contractor has been fully paid for services rendered, all finished or unfinished documents, data, studies and reports prepared by contractor pursuant to this Agreement shall be delivered by Contractor to the City and shall become property of the City.

2. Amend Section 8.04 of the Agreement to now read:

8.04 Contractor shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses performed prior to Contractor's receipt of notice of termination and for any services provided authorized to be performed by the notice of termination as provided by Section 8.01. Such final accounting and final invoice shall be delivered to the City within thirty (30) days of the date of termination; thereafter, no other invoice, bill or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the City.

3. Add Section 8.05 to the Agreement:

8.05 Unless otherwise specifically required by a provision of this Agreement any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient.

If to the City:

Transition Advisory Board
City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48392

If to Contractor:

Tucker, Young Jackson, Tull, Inc.
ATTN: David Guastella, Project Manager
615 Griswold Street, Suite 600
Detroit, MI 48226

With Copy to:

Giamarco, Mullings & Horton, P.C.
101 W. Big Beaver Rd, 10th floor
Troy, MI 48084-5280

4. Amend Section 15.01 of the Agreement to now read:

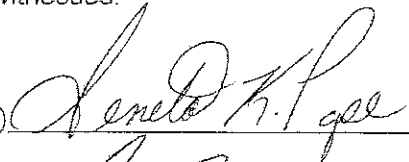
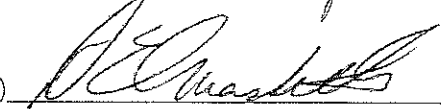
15.01 This agreement/contact is expressly contingent upon and shall not be binding upon the parties until such time as the Transition Advisory Board or other form of monitoring by the State of Michigan, of Pontiac, Michigan authorizes the appropriate representatives of the municipality to enter into the agreement/contact on behalf of the City.

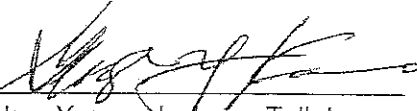
ADDENDUM A TO THE AS-NEEDED PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PONTIAC AND TUCKER, YOUNG, JACKSON, TULL, INC.
FOR PROFESSIONSL STAFFING SERVICES
DATED MAY 29, 2013 FOR A TERM EXPRING MAY 29, 2016

is executed and made effective as provided above.

Witnesses:

George Karmo, PE, BCEE, President

1) 
2) 

By: 
Tucker, Young, Jackson, Tull, Inc.
615 Griswold Street, Suite 600
Detroit, Michigan 48226
Tax I.D. #38-2508733
Telephone (313)963-0612

CITY OF PONTIAC

By:  8-15-13
Louis Schimmel Date
Its: Emergency Financial Manager