

PONTIAC CITY COUNCIL

Mike McGuinness, District 7
President

William A. Carrington, District 6
President Pro Tem



Melanie Rutherford, District 1
Brett Nicholson, District 2
Mikal Goodman, District 3
Kathalee James, District 4
William Parker, Jr., District 5

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."

47450 Woodward Pontiac, MI 48342 Phone: (248) 758-3200

Garland S. Doyle, M.P.A.
City Clerk

5th Session of the 11th Council

February 1, 2022 at 6:00 P.M.

Meeting Location: City Council Chambers 47450 Woodward Pontiac, MI 48342

Call to Order

Invocation

Pledge of Allegiance to the Flag of the United States

Roll Call

Authorization to Excuse Councilmembers from the Meeting

Amendments to and Approval of the Agenda

Approval of the Consent Agenda

January 25, 2022 Meeting Minutes

Special Presentations

A. Skate Park Project Site Selection Presentation

Presentation Presenters: Mayor Greimel and Alexandra Borngesser, Grants

B. Update on Upcoming Road Construction Projects for Pontiac.

Presentation Presenters: Mayor Greimel and Abdul Siddiqui, PE, City Engineer

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Resolutions

Building and Safety

1. Resolution to Consider Approval of Demolition Services Contract for CDBG Batch 17 Demolition Properties – International Construction, Inc. (*Discussion and Action*)

City Council

2. Council Resolution Acknowledging February as Black History Month (*Discussion and Action*)
3. Resolution Acknowledging Pontiac AMVETS Post 101 and VFW Post 1370 for Contribution to POW Committee of Michigan. (*Discussion and Action*)

4. Council Resolution Approving the City Council Code of Ethics (*Discussion and Action*)

Department of Public Works (DPW)

5. Resolution to Extend a One-Year Contract Extension with Alfred Benesch & Company for Contractual Professional Engineering Services. (*Discussion*)
6. Resolution to Extend a One-Year Contract Extension with Anderson Eckstein & Westrick for Contractual Professional Engineering Services. (*Discussion*)
7. Resolution to Extend a One-Year Contract Extension with Hubbell, Roth & Clark for Contractual Professional Engineering Services. (*Discussion*)
8. Resolution to Extend a One-Year Contract Extension with Nowak & Fraus Engineers for Contractual Professional Engineering Services. (*Discussion*)
9. Resolution to Extend a One-Year Contract Extension with NTH Consultants, Ltd., for Contractual Professional Engineering Services. (*Discussion*)
10. Resolution to Approve a Two-Year Contract Extension with Great Lakes Power & Light for Street Light Maintenance. (*Discussion*)

Public Comment (Three Minutes Time Limit)

Closing Comments

Mayor Greimel (Seven Minutes Time Limit)

Clerk and City Council (Three Minutes Time Limit)

Adjournment

Consent Agenda

MINUTES

**Official Proceedings
Pontiac City Council
4th Session of the Eleventh Council**

Call to order

A Meeting of the City Council of Pontiac, Michigan was called to order at the City Hall Council Chambers, 47450 Woodward Ave Pontiac, MI 48342 on Tuesday, January 25, 2022 at 6:00 p.m. by Council President Mike McGuinness.

Invocation – Rev. Mandy Beal, Birmingham Unitarian Church

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

Members Present – William A. Carrington, Mikal Goodman, Kathalee James, Mike McGuinness, Brett Nicholson, William Parker, Jr. and Melanie Rutherford

Mayor Greimel was present.
A quorum was announced.

Amendments to and Approval of the Agenda

Motion to approve the agenda. Moved by Councilperson Rutherford and second by Councilperson Carrington.

There was discussion on the motion.

- a. **Motion to amend Close Session Resolution on the agenda.** Moved by Councilperson Nicholson and second by Councilperson Rutherford.

Ayes: Goodman, James, McGuinness, Nicholson, Parker, Rutherford and Carrington
No: None
Motion Carried

Then the vote was taken to approve the agenda with amendments.

Ayes: Goodman, James, McGuinness, Nicholson, Parker, Rutherford and Carrington
No: None
Motion Carried

Consent Agenda

22-32 **Resolution to approve the consent agenda for January 25, 2022.** Moved by Councilperson Carrington and second by Councilperson Rutherford.

Whereas, the City Council has reviewed the consent agenda for January 18, 2022.
Now, Therefore, Be It Resolved that the City Council approves the consent agenda for January 25, 2022 including the January 18, 2022 Meeting Minutes.

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington, Goodman and James

No: None

Resolution Passed.

Suspend the Rules

Motion to suspend the rules to move public comment after agenda address. Moved by Councilperson Rutherford and second by Councilperson Goodman.

Ayes: Nicholson, Parker, Rutherford, Carrington, Goodman, James and McGuinness

No: None

Motion Carried

Special Presentation

Pontiac Promise Zone Opportunities for Pontiac Residents

Presentation Presenter: Coco Moulder, Executive Director, Pontiac Promise Zone

Recognition of Elected Officials – Congresswoman Haley Stevens and Congressman Andy Levin

Agenda Address

Two (2) individuals address the body during agenda address.

1. Chuck Johnson address item #2.
2. Katherine Desseuru addressed item #6.

Public Hearing

Eleven (11) individuals addressed the body during public comment.

1. Quincy Stewart
2. Linda Watson
3. H. Bill Maxey
4. James Sabich
5. Ken Moses
6. Darlene Clark
7. Tameka Ramsey
8. Marcus Bowman
9. Chuck Johnson
10. Katherine Desseuru
11. Peggy Hardiman

Agenda Items

City Attorney

Motion to table the Resolution to go into Closed Session. Moved by Councilperson Carrington and second by Councilperson Rutherford.

Ayes: Parker, Rutherford, Carrington, Goodman, James and McGuinness

No: None

Motion Carried

Building and Safety

22-33

Resolution to Consider Approval of Demolition Services Contract for CDBG Batch 17 Demolition Properties-International Construction, Inc. Moved by Councilperson Carrington and second by Councilperson. There was discussion on the matter.

Motion to postpone for one week the Resolution to Consider Approval of Demolition Services Contract for CDBG Batch 17 Demolition Properties-International Construction, Inc.
Moved by Councilperson Nicholson and second by Councilperson Carrington.

Ayes: Carrington, Goodman, James, McGuinness, Nicholson, Parker and Rutherford

No: None

Motion Carried

City Council

22-34 **Resolution Calling for Barrier along University Drive at Intersection with M-59.**
Moved by Councilperson Rutherford and second by Councilperson Parker.

Whereas, the City of Pontiac strives to protect the health, safety and wellbeing of all who live, work, visit, and travel through our City; and,

Whereas, the section of University Drive west of M-59 and east of Paddock Street in our City has been the site of multiple vehicular crashes from westbound travelers making impact with the City's chain link fencing protecting the eastern section of Oak Hill Cemetery owned by the City; and,

Whereas, previous municipal discussions have considered the feasibility and necessity of installing a guard rail barrier where vehicles frequently depart from the road and make contact with the City's chain link fencing on the northern side of University Drive in that section; and,

Whereas, this Council's understanding is that examination of options that the City could pursue to prevent future collisions of vehicles into the Oak Hill Cemetery graves and fencing was recently undertaken;

Now, Therefore Be It Resolved that the Pontiac City Council hereby requests for the City to pursue installation of a guard rail barrier on City property along University Drive's north side in the section west of M-59 and east of Paddock Street,

Be It Further Resolved that the Council encourages further consideration of additional measures that would address safety needs and prevent additional vehicle collisions with Oak Hill Cemetery's graves and fencing in this area of concern;

Be It Further Resolved that the Council appreciates the research and review that the City's staff has recently undertaken to consider options addressing safety needs in this area of concern.

Ayes: Goodman, James, McGuinness, Nicholson, Parker, Rutherford and Carrington

No: None

Resolution Passed

22-35 **Resolution Concerning the Intersection of Woodward Avenue and South Boulevard.**
Moved by Councilperson Rutherford and second by Councilperson Nicholson.

Whereas, the City of Pontiac strives to protect the health, safety and wellbeing of all who live, work, visit, and travel through our City; and,

Whereas, the section of Woodward Avenue and South Boulevard is an important and well-utilized traffic intersection in our City; and,

Whereas, the current intersection configuration at Woodward Avenue and South Boulevard creates challenges for ideal traffic safety conditions, and that the vehicular crash statistics for this intersection are alarming; and,

Whereas, the City has been in communication with the State of Michigan about future plans to address traffic safety concerns at this important traffic intersection; and,

Whereas, this Council's understanding is that future configuration and safety enhancement plans are

Now, Therefore Be It Resolved that the Pontiac City Council hereby express our concerns about the need for safety enhancements at the traffic intersection of Woodward Avenue and South Boulevard located in the City of Pontiac;

Be It Further Resolved that the Council encourages the pursuit of measures that would address safety needs and strive to prevent future vehicle collisions at the intersection as much as possible;
Be It Further Resolved that the Council appreciates the research and review that the City's staff has recently undertaken to consider options addressing safety needs in this area of concern;
Be It Further Resolved that the Council looks forward to learning of future planned improvements and assisting with sharing that information out to City residents.

Ayes: James, McGuinness, Nicholson, Parker, Rutherford, Carrington and Goodman

No: None

Resolution Passed

22-36 **Resolution on Approval of Pontiac City Council Code of Ethics.** Moved by Councilperson Parker and second by Councilperson Goodman. There was discussion on the motion.

Motion to postpone for one week the Resolution on Approval of Pontiac City Council Code of Ethics. Moved by Councilperson Nicholson and second by Councilperson Parker.

Ayes: Nicholson, Parker, Rutherford, Carrington, Goodman, James and McGuinness

No: None

Motion Carried

Information Technology (I.T.)

22-31 **Resolution to approve Purchase of Microsoft 365 Solution and Associated Costs.** Moved by Councilperson Rutherford and second by Councilperson Carrington. There was discussion on the matter.

Motion to amend Resolution to approve Purchase of Microsoft 365 Solution and Associated Costs. Moved by Councilperson Rutherford and second by Councilperson Carrington.

Ayes: Parker, Rutherford, Carrington, Goodman, James, McGuinness and Nicholson

No: None

Motion Carried

Whereas, The City of Pontiac currently uses obsolete Microsoft Office products and outdated email system and can no longer be expanded to meet the growing needs of the City; and
Whereas, The City can utilize a cloud-based Microsoft Office licensing and email system result in a cloud solution to the City; and
Whereas, the costs will be a one-time professional services cost of \$37,500, and a monthly operating agreement for 130 licenses at a total cost of \$2,454 monthly cost.
Now, Therefore, Hereby Be It Resolved that the Pontiac City Council approves the purchase of the Microsoft 365 Solution and associated costs including a one-time professional service cost of \$37,500, and annual cost for 130 licenses at a total cost of \$29,453 per year; and authorizes the Mayor to enter into the agreements to complete this transaction, contingent upon the Mayor obtaining external funding to assist with defraying these costs.

Ayes: Rutherford, Carrington, Goodman, James, McGuinness, Nicholson and Parker

No: None

Resolution Passed

Mayor, Clerk and Council Closing Comments

Mayor Greimel, Councilwoman Rutherford, Councilman Nicholson, Councilman Goodman, Councilwoman James, Councilman Parker, President Pro-Tem Carrington and Council President McGuinness made closing comments.

City Attorney

Motion to bring back tabled item #1 Closed Session. Moved by Councilperson Rutherford and second by Councilperson Carrington.

Ayes: Goodman, James, McGuinness, Nicholson, Parker, Rutherford and Carrington

No: None

Motion Carried

22-38 **Resolution to go into Closed Session at 8:31 p.m. to discuss trial or settlement strategy in pending litigation Deon Hankins v City of Pontiac, Case No. 2021-186901-NO to discuss an attorney-client privileged memorandum under the authority of Section 8(1)(h) of the open Meetings Act, MCL 15.268(1)(h), to consider material exempt from disclosure pursuant to Section 13(1)(g) of the Freedom of Information Act, MCL 15.243(1)(g).** Moved by Councilperson Goodman and second by Rutherford.

Whereas, the Michigan Open Meetings Act allows a public body to go into closed session to discuss specific pending litigation; and

Whereas, the City Attorney and defense counsel wish to address the City on new activity in a pending matter;

Now, Therefore, Be It Resolved by the Pontiac City Council that it recess into closed session to discuss an attorney-client privileged memorandum pending litigation as permitted by the open Meetings Act at MCL 15.268. The City Attorney and counsel of record request a closed session pursuant to MCL 15.268(e) to discuss the matter of Deon Hankins vs. City of Pontiac, Case No. 2021-186901-NO, and further to discuss an attorney-client privileged memorandum under the authority of Section 8(1)(h) of the open Meetings Act, MCL 15.268(1)(h), to consider material exempt from disclosure pursuant to Section 13(1)(g) of the Freedom of Information Act, MCL 15.243(1)(g).

Ayes: James, McGuinness, Nicholson, Parker, Rutherford, Carrington and Goodman

No: None

Resolution Passed

Motion to come out of Close Session at 10:42 p.m. Moved by Councilperson Goodman and second by Councilperson Rutherford.

Ayes: McGuinness, Nicholson, Parker, Rutherford, Carrington, Goodman and James

No: None

Motion Carried

Suspend the Rules

Motion to suspend the rules. Moved by Councilperson Rutherford and second by Councilperson Goodman.

Ayes: Nicholson, Parker, Rutherford, Carrington, Goodman, James and McGuinness

No: None

Motion Carried

Motion to add settlement Deon Hankins vs. City of Pontiac. Moved by Councilperson Rutherford and second by Councilperson Nicholson.

Ayes: Parker, Rutherford, Carrington, Goodman, James, McGuinness and Nicholson
No: None

Motion Carried

City Attorney
22-39

Resolution to approve the settlement in the case of Deon Hankins vs, the City of Pontiac, Case No. 2021-186901-NO. Moved by Councilperson Goodman and second by Councilperson Parker.

Now, Therefore Be It Resolved that the Pontiac City Council approve the settlement between the parties at the facilitation expressly made subject of the approval of City Council in the matter of Deon Hankins vs. the City of Pontiac Case No. 2021-186901-NO.

Ayes: Rutherford, Carrington, Goodman, James, McGuinness, Nicholson and Parker
No: None

Resolution Passed

Adjournment

Motion to adjourn the meeting. Moved by Councilperson Rutherford and second by Councilperson Goodman.

Ayes: Carrington, Goodman, James, McGuinness, Nicholson, Parker and Rutherford
No: None

Motion Carried

Council President Mike McGuinness adjourned the meeting at 10:45 p.m.

Garland S. Doyle
City Clerk

A
SPECIAL
PRESENTATION



FEBRUARY 2, 2022

**PONTIAC SKATE PARK
PROJECT SITE SELECTION**

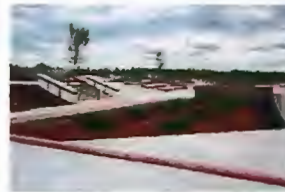
**PONTIAC
SKATEPARK
PROJECT**



RALPH C. WILSON, JR.
FOUNDATION



**THE SKATEPARK
PROJECT**



GALLOWAY LAKE PARK

| Acreage | Classification | Park Identity | Council District |
|--------------|-----------------------|--|------------------|
| 63.42 | COMMUNITY PARK | ACTIVE RECREATION MULTI-USE | 5 |

This community park is located along Perry Street in the northeastern portion of the City. The large, 63 acre park offers many open spaces as well as access to Galloway Lake. Facilities include two basketball courts, soccer field, playground, picnic areas, parking, restrooms, tennis courts, Ewalt Community Center and a fishing pier.

Skate Park Justification:

- Close proximity to schools (Middle School and High School nearby)
- Proximity to public transit (Bus route 796)
- Adequate space (63.42 acres)
- Potential for Ewalt Center redevelopment and youth engagement nearby
- Recommendation of skate park in Parks and Rec Master Plan



OAKLAND PARK

| | | | |
|--------------|-----------------------|--|------------------|
| Acreage | Classification | Park Identity | Council District |
| 14.43 | COMMUNITY PARK | ACTIVE RECREATION MULTI-USE | 6 |

Oakland Park is located on the south side of Montcalm Street in the north central portion of the City. This 14 acre park features a new playground area, one ball field, two basketball courts and a skate park facility (former tennis courts). Other amenities include picnic areas, adult fitness equipment and a parking area. Due to poor condition, the outdoor restroom facility has been closed. The GM Modern Housing neighborhood is very invested in seeing future improvements made at this park.

Skate Park Justification:

- Site of existing skate park
- Proximity to local restaurants and dining
- Accessibility via public transit
- Imbedded in residential area
- Recommendation of skate park in Parks and Rec Master Plan



- | | |
|-----------------------------|---|
| 1 Gravel Parking Lot | 5 Picnic Shelter |
| 2 Tennis Courts | 6 Restrooms/Comfort Station |
| 3 Skate Park | 7 Playground and Fitness Equipment |
| 4 Basketball Courts | |



RICHARDSON PARK

| Acreage | Classification | Park Identity | Council District |
|---------|-------------------|-------------------------------|------------------|
| 4.15 | NEIGHBORHOOD PARK | PASSIVE RECREATION PLAYGROUND | 7 |

Named in honor of Civil War Brigadier General Israel B. Richardson (1815 – 1862), this park is located in the center of Pontiac.

Skate Park Justification:

- Proximity to downtown and social district
- Accessibility via public transit
- Proximity to city hall
- Open space
- Recommendation of skate park in Parks and Rec Master Plan



- 1 Playground Equipment
- 2 Basketball Court





PONTIAC
SKATEPARK
PROJECT

#1

RESOLUTION



CITY

Executive Branch

TO: Honorable City Council President Michael McGuinness and City Council Members

FROM: Honorable Mayor Tim Greimel

CC: Linnette Phillips, Economic Development Director
Michael J. Wilson, Building and Safety

DATE: January 25, 2022

RE: **Resolution to Consider Approval of Demolition Services Contract for CDBG Batch 17 Demolition Properties – International Construction, Inc.**

The City of Pontiac has a sub-recipient contract with Oakland County to provide Community Development Block Grant (CDBG) projects for Program Year 2020. Within the scope of programs and projects Clearance and Demolition is one of the approved projects. To date, there is approximately \$781,099.87 in Clearance and Demolition funds.

Requests for Proposals for Batch 17 were posted (see attachments – Exhibit 1) on both the City of Pontiac's website and BidNet, our procurement portal to solicit bids for both demolition and asbestos abatement. In summary, there were four (4) demolition proposals and two (2) asbestos proposals. In both cases, the sealed bids were reviewed and the lowest bidders were selected. (see attachment – Exhibit 2). The contract for asbestos remediation was approved for Rightway Remediation, LLC in the amount of \$93,300.

International Construction, Inc. is a company in good standing with the City of Pontiac since 2013. They had previously completed the demo work for CDBG Batches 14 and 15, and also assisted the contractor with completing Batch 13.

This resolution is requesting approval to move forward with International Construction to provide Demolition services for CDBG Clearance and Demolition of Batch 17 properties. (see Attachment – Exhibit 3). The bid amount is \$175,000 and International is the lowest bidder. Federal CDBG funds require awards be given to the qualified lowest bidder and International meets that criteria.

Resolution Following

**RESOLUTION TO CONSIDER THE APPROVAL OF DEMOLITION SERVICES
CONTRACT FOR CDBG BATCH 17 – INTERNATIONAL CONSTRUCTION, INC.**

WHEREAS, the City of Pontiac is a sub-recipient to Oakland County for Community Development Block Grant (CDBG) Programs; and;

WHEREAS, Clearance and Demolition is one of the programs for Program Years 2019 and 2020; with a combined balance of approximately \$781,099.87 in remaining funds, available for Batch 17 properties; and;

WHEREAS, Requests for Proposals for both Demolition and Asbestos Abatement were posted on both the City of Pontiac (COP) website and BidNet portal for prospective bidders to bid; and

WHEREAS, federal funders; i.e. require bids be awarded to the company who provides the lowest bid; and

WHEREAS, International Construction was the lowest of four (4) proposals submitted, for \$175,000 for the properties; and

NOW THEREFORE be resolved that the City Council in solidarity with the Mayor hereby authorizes and accepts the proposal to provide Demolition services.

Attachments:

- (1) Exhibit 1 - Request for Proposal*
- (2) Exhibit 2 - Bid Proposal Results*
- (3) Exhibit 3 - International Construction Bid Proposal*
- (4) Exhibit 4 - Recommendation Letter from DCR Services and Construction, Inc.*



REQUEST TO SUBMIT BIDS FOR CDBG DEMOLITION (Batch 17) 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 "CDBG Demolition Bid Batch 17" until 3:00 p.m. EDT, Thursday, August 26, 2021, at which time they will be publicly opened.

It is sole responsibility of the individual, and/or entity submitting the bid, 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 and unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the person and/or entity submitting the bid. **(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 to lphillips@pontiac.mi.us 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 Linnette Phillips and be received no later than five working days prior to the scheduled opening (these may be hand-delivered, mailed, or faxed to (248) 758-3029 or emailed to lphillips@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.

As shown below, any addendums issued will be located on the City of 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: THURSDAY, AUGUST 26, 2021 AT 3:00 PM EDT

NUMBER OF COPIES TO SUBMIT: TWO (2): One (1) Original and One (1) Copy

I. 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 significant interest are discovered, work must be stopped and the Community & Economic Development Director, Linnette Phillips, contacted at 248-758-3029. 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 Community & Economic Development Director, Linnette Phillips at lphillips@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 days (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 17" 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.
- l) 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 "CDBG Demolition Bid Batch 17" 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 Linnette Phillips at (248) 758-3029. 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 16" clearly marked on the front to **Thursday, August 26, 2021 at 3:00 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 one 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) 758-3092, 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 -Demolition Program

> CDBG Demolition Bid Batch 17 <

Bidding Contractor:

Company Name: _____

Representative: _____

Address: _____ City: _____ Zip: _____

Office #: _____ Fax #: _____

Cell#: _____ Email: _____

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 17 for the properties can be found here:

<https://www.dropbox.com/sh/fsuekddk8crqg75/AAAM0zXv7BNCInF045U0uU3la?dl=0>

Bid Price per Residential Property:

64-14-21-352-043

529 N Perry \$ _____

Cost in Words for 529 N Perry _____

64-14-21-352-042

Lot N Perry \$ _____

Cost in Words for Lot N Perry _____

64-19-04-102-001

195 S Blvd W \$ _____

Cost in Words for 195 S Blvd W _____

64-14-28-436-019

497 E Pike (Garage Only) \$ _____

Cost in Words 497 E Pike _____

64-14-30-477-010

68 Mark \$ _____

Cost in Words for 68 Mark _____

64-19-04-151-006

567 Franklin \$ _____

Cost in Words for 567 Franklin _____

64-14-21-254-007

554 E Kennett \$ _____

Cost in Words for 554 E Kennett _____

64-14-21-331-016

124 Oliver \$ _____

Cost in Words for 124 Oliver _____

64-14-22-351-011 (Two Duplex's 778, 782, 786 & 790)

778 University \$ _____

Cost in Words for 778 University _____

64-14-33-102-013

129 Judson \$ _____

Cost in Words for 129 Judson _____

64-19-04-134-016

200 Cedardale \$ _____

Cost in Words for 200 Cedardale _____

64-14-20-452-011

79 Home \$ _____

Cost in Words for 79 Home _____

64-14-28-459-035

415 Auburn \$ _____

Cost in Words for 415 Auburn _____

64-14-28-331-010

104 N Jessie \$ _____

Cost in Words for 104 N Jessie _____

64-14-28-303-001

104 Union \$ _____

Cost in Words for 104 Union _____

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:

Date:

Print Name:

Site Specifications: DCR Batch 17

| Batch | Parcel ID | Address | Street Name | Type | Sq. Ft. | Year Built | Stories | Basement Sq. Ft. | Garage Sq. Ft. |
|-----------|----------------------|----------------|-------------------|---------------|-------------|-------------|----------|------------------|----------------|
| 17 | 14-21-352-043 | 529 | N Perry | Comm. | 631 | 1920 | 1 | | |
| 17 | 14-21-352-042 | Lot | N Perry | Comm. | Lot | | 1 | | |
| 17 | 19-04-102-001 | 195 | South Blvd W | Comm. | 3982 | 1910 | 1 | | |
| 17 | 14-28-436-019 | 497 | E Pike | Garage | | 1956 | | | 360 |
| 17 | 14-30-477-010 | 68 | Mark | SFR | 1588 | 1931 | 2 | 890 | 333 |
| 17 | 19-04-151-006 | 567 | Franklin | Duplex | 2354 | 1956 | 1 | | |
| 17 | 14-21-254-007 | 554 | E Kennett | SFR | 763 | 1920 | 1 | 763 | 293 |
| 17 | 14-21-331-016 | 124 | Oliver | SFR | 1032 | 1920 | 2 | 543 | 360 |
| 17 | 14-22-351-011 | 778/782 | University | Duplex | 1198 | 1942 | 1 | 1198 | |
| | 14-22-351-011 | 786/790 | University | Duplex | 1198 | 1942 | 1 | 1198 | |
| 17 | 14-33-102-013 | 129 | E Judson | SFR | 1502 | 1910 | 2 | 720 | |
| 17 | 19-04-134-016 | 200 | Cedardale | SFR | 928 | 1929 | 1 | 754 | 373 |
| 17 | 14-20-452-011 | 79 | Home | SFR | 892 | 1910 | 1.75 | 510 | 260 |
| 17 | 14-28-459-035 | 415 | Auburn | Comm. | 4178 | 1921 | 1 | | |
| 17 | 14-28-331-010 | 104 | N Jessie | Comm. | 1416 | 1940 | 1 | | |
| 17 | 14-28-303-001 | 104 | Union | Comm. | 3968 | 1920 | | | |
| | | | | | | | | | |

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 any 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.

Company Name: _____

Address: _____

Representative Signature: _____

Print Name: _____

Title: _____ Date: _____

Office # _____ Cell # _____

FAX # _____ Email _____

Website: _____ Federal Tax I.D. #: _____

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 sub grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements. Grantee and sub grantees 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 sub grantee'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 it is 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: Linnette Phillips, City of Pontiac 47450 Woodward Ave. Pontiac, MI 48342'
- 6) **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, 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: _____

Its; _____

Signature: _____

Printed Name: _____

Date: _____

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.

l. 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]

CDBG Demolition BID BATCH #17

(4 BIDS)

* International Construction Company
5% Bid Bond provided
175,000.00
LOW BIDDER

* Bid tab
will be
Sent.

* Vin-Con Incorporated
5% Bid Bond Provided
205,660.00

* Adams Group
5% Bid Bond Provided
360,975.00

* Blue Star Inc.
5% Bid Bond Provided
326,482.00

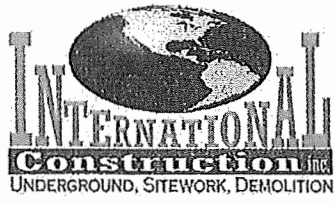
CDBG Asbestos Abatement Bid Batch #17

(2 BIDS)

* Qualified Abatement Services Inc.
5% Bid Bond Provided
163,520.00

* Rightway Remediation LLC.
5% Bid Bond Provided
93,300.00

LOW BIDDER



53618 Cherrywood
Shelby Township, MI 48315
Phone: (586) 749-9895
Fax: (586) 749-9896

ORIGINAL COPY

BID AMOUNT ->

CITY OF PONTIAC

HOME DEMOLITION

BATCH 17

BID BOND ->

REQUESTS ->

To: City of Pontiac
Clerk's Office
47450 Woodward Avenue
Pontiac, MI 48342

Due: Thursday, August 26, 2021 @ 3:00PM Local Time

INTERNATIONAL CONSTRUCTION, INC.

APPENDIX A

City of Pontiac CDBG -Demolition Program

> CDBG Demolition Bid Batch 17 <

Bidding Contractor:

Company Name: International Construction, Inc.

Representative: Francesco Monaco

Address: 53618 Cherrywood Drive City: Shelby Township Zip: 48315

Office #: 586.749.9895 Fax #: 586.749.9896

Cell#: 810.523.0625 Email: Dirtdoctor2010@Yahoo.com

License#: 2101207144

Contractor will provide all labor & material for the following service work: The Contractor is responsible for paying all fees associated with demolition permits, sewer caps including Water and Sewer Services.

Asbestos Surveys Batch 17 for the properties can be found here:

<https://www.dropbox.com/sh/fsuekddk8crgg75/AAAM0zXv7BNCInF045U0uU3la?dl=0>

Bid Price per Residential Property:

64-14-21-352-043

529 N Perry \$ 5,530

Cost in Words for 529 N Perry Five Thousand Five Hundred Thirty

64-14-21-352-042

Lot N Perry \$ 3,700

Cost in Words for Lot N Perry Three Thousand Seven Hundred

64-19-04-102-001

195 S Blvd W \$ 25,417

Cost in Words for 195 S Blvd W Twenty Five Thousand Four Hundred Seventeen

64-14-28-436-019

497 E Pike (Garage Only) \$ 1,200

Cost in Words 497 E Pike Twelve Hundred

64-14-30-477-010

68 Mark \$ 11,931

Cost in Words for 68 Mark Eleven Thousand Nine Hundred Thirty One

64-19-04-151-006

567 Franklin \$ 15,871

Cost in Words for 567 Franklin Fifteen Thousand Eight Hundred Seventy One

64-14-21-254-007

554 E Kennett \$ 6,781

Cost in Words for 554 E Kennett Six Thousand Seven Hundred Eighty One

64-14-21-331-016

124 Oliver \$ 8,592

Cost in Words for 124 Oliver Eight Thousand Five Hundred Ninety Two

64-14-22-351-011 (Two Duplex's 778, 782, 786 & 790)

778 University \$ 17,540
Cost in Words for 778 University Seventeen Thousand Five Hundred Forty

64-14-33-102-013

129 Judson \$ 10,643
Cost in Words for 129 Judson Ten Thousand Six Hundred Forty Three

64-19-04-134-016

200 Cedardale \$ 8,053
Cost in Words for 200 Cedardale Eight Thousand Fifty Three

64-14-20-452-011

79 Home \$ 7,536
Cost in Words for 79 Home Seven Thousand Five Hundred Thirty Six

64-14-28-459-035

415 Auburn \$ 19,061
Cost in Words for 415 Auburn Nineteen Thousand Sixty One

64-14-28-331-010

104 N Jessie \$ 7,460
Cost in Words for 104 N Jessie Seven Thousand Four Hundred Sixty

64-14-28-303-001

104 Union \$ 25,685
Cost in Words for 104 Union Twenty Five Thousand Six Hundred Eighty Five

Grand Total \$ 175,000.00

Grant Total Cost in Words One Hundred Seventy Five Thousand Dollars

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:

International Construction, Inc.

Representative Signature:

Date: 8/26/2021



Print Name:

Francesco Monaco



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 any 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.

Company Name: International Construction, Inc.

Address: 53618 Cherrywood Drive

Representative Signature:  _____

Print Name: Francesco Monaco

Title: General Manager Date: 8/26/2021

Office # 586.749.9895 Cell # 810.523.0625

FAX # 586.749.9896 Email Dirtdoctor2010@Yahoo.com

Website: _____ Federal Tax I.D. #: 38-2863979

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 sub grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements. Grantee and sub grantees 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 sub grantee'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: 8/26/2021

Signature:  _____

Printed name: Francesco Monaco

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: Linnette Phillips, City of Pontiac 47450 Woodward Ave. Pontiac, MI 48342'
- 6) **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, 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

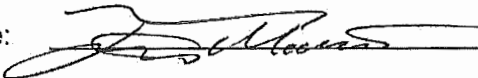
All items of work noted on the Plans or in the Specifications that are not specifically noted in the bid, shall be considered as included with the contract and shall be completed at no extra cost to the Owner.

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: International Construction, Inc.

Its; General Manager

Signature:  _____

Printed Name: Francesco Monaco

Date: 8/26/2021



53618 Cherrywood
Shelby Township, MI 48315
Phone: (586) 749-9895
Fax: (586) 749-9896

Home Demolition

Bid Batch 17

IV. REQUESTS

A) Name, telephone number, address, e-mail, and fax number of the individual designated to receive all official correspondence relating to the project:

Name: International Construction, Inc.

Phone: 586-749-9895

Address: 53618 Cherrywood Drive

Email: dirtdoctor2010@yahoo.com

Fax Number: 586-749-9896

B) Describe the Contractor's qualifications and ability to successfully provide the services requested, including a description of prior experience.

Description

International Construction, Inc. is based in Shelby Twp., Michigan. Founded in 1989, they offer construction services and specialize in the following areas: Demolition, Earthwork, and Site Utilities.

Mission Statement

Our mission is: To perform for our customers the highest level of quality construction services at fair and market competitive prices. To ensure the longevity of our company through repeat and referral business achieved by customer satisfaction in all areas including timeliness, attention to detail and service-minded attitudes. To maintain the highest levels of professionalism, integrity, honesty and fairness in our relationships with our suppliers, subcontractors, professional associates and customers.

International Construction has been involved in complete structure demolition from start to finish since 2009. Hundreds of homes have been removed from multiple communities within the state of MI. As well as numerous school buildings and commercial building, and our completed projects list continues to grow every day.

International Construction has held CDBG, Prevailing Wage, Hardest Hit Fund and any government or privately funded job in-between. Being able to move our own machines and trucks in large cities with small narrow streets or the vast sprawling suburbs makes International Construction able to take nearly any job on with relative ease, be it large or small, Residential houses, or Commercial buildings and/or Schools.

c) Provide copy of State of Michigan License for the corporation or company and an individual license.

Please see attached following this page

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Licensing & Compliance Division
P.O. Box 30254
Lansing, MI 48909

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Individual Builder License

MARIA GISMONDI
53618 CHERRYWOOD
SHELBY TWP, MI 48315

License No: 2101207144 Expiration Date: 05/31/2023

MARIA GISMONDI
53618 CHERRYWOOD
SHELBY TWP, MI 48315

P369036

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Individual Builder License

MARIA GISMONDI
53618 CHERRYWOOD
SHELBY TWP, MI 48315

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

License No: 2101207144 Expiration Date: 05/31/2023 This document is duly issued under the laws of the State of Michigan

d) Provide certified copies of Articles of Incorporation or Articles of Organization of the firm (if applicable).

Please see attached following this page

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

Name of person or organization remitting fees:

ANTONIO GIANNUCCI

Preparer's name and business telephone number:

ANTONIO GIANNUCCI

(313) 364-1780

*ANTONIO GIANNUCCI
8831 INDEPENDENCE
STERLING HTS, MI 48078*

INFORMATION AND INSTRUCTIONS

1. The articles of incorporation cannot be filed until this form, or a comparable document, is submitted.
2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.
Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of Act 284, P.A. of 1972, by one or more persons for the purpose of forming a domestic profit corporation.
4. Article I — The corporate name of a domestic profit corporation is required to contain one of the following words or abbreviations: "Corporation", "Company", "Incorporated", "Limited", "Corp.", "Co.", "Inc.", or "Ltd."
5. Article II — State, in general terms, the character of the particular business to be carried on. Under section 202(b) of the Act, it is sufficient to state substantially, alone or without specifically enumerated purposes, that the corporation may engage in any activity within the purposes for which corporations may be organized under the Act. The Act requires, however, that educational corporations state their specific purposes.
6. Article III (2) — The Act requires the incorporators of a domestic corporation having shares without par value to submit in writing the amount of consideration proposed to be received for each share which shall be allocated to stated capital. Such stated value may be indicated either in item 2 of article III or in a written statement accompanying the articles of incorporation.
7. Article IV — A post office box may not be designated as the address of the registered office.
8. Article V — The Act requires one or more incorporators. The address(es) should include a street number and name (or other designation), city and state.
9. The duration of the corporation should be stated in the articles only if the duration is not perpetual.
10. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
11. The articles must be signed in ink by each incorporator. The names of the incorporators as set out in article V should correspond with the signatures.
12. FEES: Filing fee \$10.00
Franchise fee — 1/4 mill (.0005) on each dollar of authorized capital stock, with a minimum franchise fee of \$25.00
Total minimum fees (Make remittance payable to State of Michigan) \$35.00

12. Mail form and fee to:
Michigan Department of Commerce, Corporation and Securities Bureau, Corporation Division, P.O. Box 30064,
6548 Mercantile Way, Lansing, MI 48909, Telephone: (517) 334-5302

MICHIGAN DEPARTMENT OF COMMERCE - CORPORATION A SECURITIES BUREAU

(FOR BUREAU USE ONLY)

Date Received

EFFECTIVE DATE:

CORPORATION IDENTIFICATION NUMBER

ARTICLES OF INCORPORATION

For use by Domestic Profit Corporations

(Please read information and instructions on last page)

Pursuant to the provisions of Act 263, Public Acts of 1972, the undersigned corporation executes the following Articles:

Article I

The name of the corporation is:

INTERNATIONAL CONSTRUCTION INC

Article II

The purpose or purposes for which the corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the Business Corporation Act of Michigan.

Article III

The total authorized capital stock is:

1. Common Shares *nil* Par Value Per Share \$
 Preferred Shares *nil* Par Value Per Share \$

and/or shares without par value as follows:

2. Common Shares *500,000* Stated Value Per Share \$ *1.00*
 Preferred Shares *None* Stated Value Per Share \$

3. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

Article IV

1. The address of the registered office is:

36087 MARINING CT STERLING HTS Michigan 48077
(Street Address) (City) (Zip Code)

2. The mailing address of the registered office if different than above:

N/A Michigan 48077
(P.O. Box) (City) (Zip Code)

3. The name of the resident agent at the registered office is: ARMANDO LAMBE

Article V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

| Name | Residence or Business Address |
|--------------------------|--|
| <u>ARMANDO LAMBE</u> | <u>36087 MARINING CT STERLING HTS MI 48077</u> |
| <u>PASQUALE LAMBERTO</u> | <u>36087 MARINING CT STERLING HTS MI 48077</u> |

Article VI (Optional. Delete if not applicable)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing $\frac{3}{4}$ in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

Article VII (Optional. Delete if not applicable)

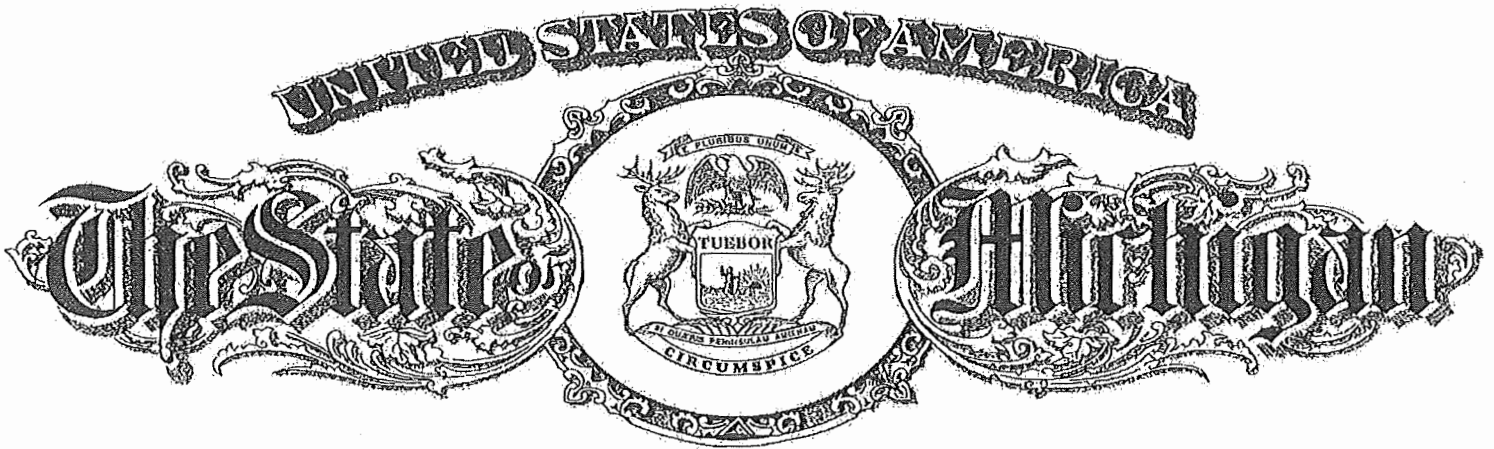
I (We), the incorporator(s) sign my (our) name(s) this 17th day of April, 1989.

x Paquial Quintanilla

x Armando Lopez

e) Provide current Good Standing Certificate for the firm (if applicable).

Please see attached following this page



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

INTERNATIONAL CONSTRUCTION INC.

was validly incorporated on April 27, 1989 as a Michigan DOMESTIC PROFIT CORPORATION,
and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1972 PA 284 to attest to the fact that the corporation
is in good standing in Michigan as of this date and is duly authorized to transact business and for no other
purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit
given it in every court and office within the United States.



Sent by electronic transmission

Certificate Number: 21080613906

In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 26th day of August, 2021.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

f) Provide organizational documents for the firm such as bylaws and operating agreement (If applicable),

International Construction, has a particular procedure to each and every site. A set copy of this will be attached following this page.



53618 Cherrywood
Shelby Township, MI 48315
Phone: (586) 749-9895
Fax: (586) 749-9896

SITE SPECIFIC SAFETY PLAN

Upon arriving on site, an engineering survey of the structure and equipment will be conducted. 1. To determine the condition of the foundation, roof, walls, and floors. 2. Whether any adjacent structures will be affected by the demolition. 3. Any other conditions and/or equipment would be affecting the safety of an employee.

Upon arriving on site, safe material haul routes will be determined. Possible hazard areas identified (i.e. blind spots), and actions taken to correct any possible unsafe conditions. If required, a ground man will direct trucks, when backing up into blind areas.

Upon arriving on site, an inspection will be made for any overhead wires, which may be hit while a machine is working or a truck is picking up or dumping its load.

Upon arriving on site, the building will undergo an inspection to make sure the building is clear of any person that may have entered the building during the night. Also will inspect the building after every employees break.

Company vehicles will undergo a pre-trip safety inspection, before leaving our yard in the morning. Heavy equipment, which has been delivered to the site via lowboy, will also undergo a safety inspection, before work begins. Back-up alarms will be checked on a daily basis before work begins.

We will do an interior strip out of all recyclable metals.

The demolition will be done mechanically. During demolition we will also recycle all metals and concrete.

When a tunnel or a basement has been exposed, we will remove all walls and footings, so that backfill can happen as soon as possible.

If there are no adjacent buildings. There will be no damage to any neighbors.

Extreme care will be taken when demoing the chimney (i.e. personal, equipment, etc.), that is not need in the area will be moved to a safe distance.

During demolition dust control will be in effect. We use a misting machine that shoots a mist of water into the air grabs the dust particles and brings them to the ground. If this machine cannot reach an area a person with a hose will be placed there.

At the end of each work day the streets if need will be cleaned (i.e. scraped and broom mechanically).

When the job site is left for the day, proper barricading will be utilized on site to identify any hazard areas.

Post trip inspections will be made for company vehicles when returning to our yard. Any equipment problems will be reported for correction before returning to the job site.

Sincerely,

Pasquale Gismondi

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.

International Construction will supply three truck drivers, one operator and one project manager to oversee the project.

Truck Drivers:

John Twardeckl: Has been driving truck in the construction industry since 2009

Patrick Wanks: Has been driving truck in the construction industry since 1994

Timothy Stanoschek: Has been driving truck since 2013

All truck drivers have experience with Demolition, specifically residential demolition. Truck Drivers will not be operating machines at any time for this project. Additional information is available upon request.

Operators:

Pasquale Gismondi: has been in the construction trade , over 25 years. Has gone from Labor, to Operating heavy equipment, to Foreman, to Owner of International Construction Inc. He has done grading of land, site work, underground, and demolition of multiple buildings and houses for various municipalities and school districts. Pasquale has been conducting demolition activities through the use of heavy machinery since 2009.

h) Provide a list of board of directors and officers of firm (if applicable).

Pasquale Gismondi - President - 586-749-9895

Maria Gismondi - Vice President - 586-677-7491

i) Provide insurance as required in Appendix "D"

Please see attached following this page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/22/2021

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

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

| PRODUCER McNish Group 26622 Woodward Avenue Ste. 200 Royal Oak MI 48067 | | CONTACT NAME: Kerri Marsalese PHONE (A/C, No., Ext): 248-544-4800 E-MAIL ADDRESS: certs@mcnish.com | | FAX (A/C, No): 248-544-4801 | | | | | | | | | | | | | | | | | | | | | | |
|---|--|---|--|--|--|-------------------------------|--|--------|---------------------------------------|--|-------|-------------------------------------|--|-------|--|--|-------|----------------------|--|----|-------------|--|--|-------------|--|--|
| INSURED International Construction Inc 53618 Cherrywood Drive Shelby Twp MI 48315 | | INTEC-1 | | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td colspan="2">INSURER A : Berkley Assurance Company</td> <td>39462</td> </tr> <tr> <td colspan="2">INSURER B : Westfield Insurance Co.</td> <td>24112</td> </tr> <tr> <td colspan="2">INSURER C : Navigators Specialty Insurance Company</td> <td>36056</td> </tr> <tr> <td colspan="2">INSURER D : CAM-Comp</td> <td>98</td> </tr> <tr> <td colspan="2">INSURER E :</td> <td></td> </tr> <tr> <td colspan="2">INSURER F :</td> <td></td> </tr> </table> | | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A : Berkley Assurance Company | | 39462 | INSURER B : Westfield Insurance Co. | | 24112 | INSURER C : Navigators Specialty Insurance Company | | 36056 | INSURER D : CAM-Comp | | 98 | INSURER E : | | | INSURER F : | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER A : Berkley Assurance Company | | 39462 | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER B : Westfield Insurance Co. | | 24112 | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER C : Navigators Specialty Insurance Company | | 36056 | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER D : CAM-Comp | | 98 | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: 645011193

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|-----------------|-------------------------|-------------------------|---|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | VUMA0110364 | 3/20/2021 | 3/20/2022 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | CWP4509532 | 3/20/2021 | 3/20/2022 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | | CH20EXC870103IC | 3/20/2021 | 3/20/2022 | EACH OCCURRENCE | \$ 5,000,000 |
| | | | | | | | AGGREGATE | \$ 5,000,000 |
| | | | | | | | | \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | EWC005394 | 1/1/2021 | 12/31/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |

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

CERTIFICATE HOLDER**CANCELLATION**

For Informational Purposes Only

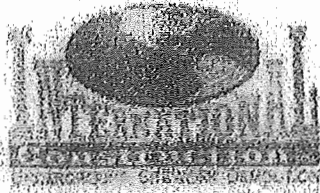
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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.

Please see attached following this page.



53618 Cherrywood
Shelby Township, MI 48315
Phone: (586) 749-9895
Fax: (586) 749-9896

References

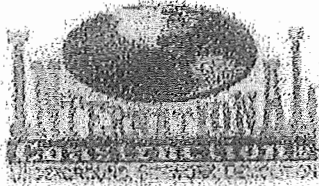
Job Name: The Removal of Blighted Structures throughout the cities of River Rouge & Georse
Contracting Company: Wayne Metro Community Action Agency
Contact Name: John Carmody
Numbers: Office - 734-246-2280
Fax - 734-284-4497
Email - fcarmody@waynometro.org

Contract Amount:
Completion Date: On going
Type of Project: Demolition of Residential homes through the Hardest Hit Fund (MSHDA)

Job Name: Demolition of Residential Properties
Contracting Company: City of Pontiac
Contact Name: Zachary Beach
Numbers: Office - (248)758-3325
Email: zbeach@pontiac.mi.us
Contract Amount: \$75,968.00
Completion Date: 10/3/2014
Type of Project: Demolition of 13 Residential Properties in Pontiac

Job Name: Demolition of Multiple homes in the city of Warren
Contracting Company: City of Warren
Contact Name: Annmarie Laduke
Numbers: Office - 1(586)574-4604
Email: Aladuke@cityofwarren.org
Contact Name: Bob Weldner (CDBG)
Numbers: Office - 1(586)574-4686
Email: bweldner@cityofwarren.org

Contract Amount: Continuing
Completion Date: Continuing
Type of Project: Commercial and Residential Demolition and site restoration



53618 Cherrywood
Shelby Township, MI 48315
Phone: (586) 749-9895
Fax: (586) 749-9896

COMPLETED PROJECTS

Job Name: The Removal of Blighted Structures throughout the cities of River Rouge & Ecorse
Contracting Company: Wayne Metro Community Action Agency
Contact Name: John Carmody
Numbers: Office - 734-246-2280
Fax - 734-284-4497
Email - jcarmody@waynemetro.org

Contract Amount:
Completion Date: On going
Type of Project: Demolition of Residential homes through the Hardest Hit Fund (MSHDA)

Job Name: The Demo of building around the city
Contracting Company: City of St. Clair Shore
Contact Name: Chris Raynes
Numbers: Office - 586-447-3340
Fax - 586-445-4098
Email - chris@scsmi.net

Contract Amount:
Completion Date: On going
Type of Project: Demo of houses around city

Job Name: Gourmet House Demolition
Contracting Company: City of St. Clair Shore
Contact Name: Chris Raynes
Numbers: Office - 586-447-3340
Fax - 586-445-4098
Email - chris@scsmi.net

Contract Amount: \$25,350.00
Completion Date: 11-29-10
Type of Project: Demolition of an old banquet hall - Total of 30,000 sq. ft

Job Name: Demolition of multiple schools
Contracting Company: Roseville Public Schools & Barton Malow
Contact Name: Mika Schelka
Numbers: Office - 586-779-7997
Fax - 586-445-5835
Email - mika.schelka@bartonmalow.com

Contract Amount: \$249,000.00
Completion Date: 3-15-11
Type of Project: Demolition of three schools - Total of 100,000 sq. ft

Job Name: Holly Academy Demolition & Addition
Contracting Company: The Garrison Company
Contact Name: Mike Hehn
Numbers: Office - 248-932-9100
Fax - 248-932-9106
Email - mhehn@garrisoncompany.com

Contract Amount: \$53,000.00
Completion Date: 8-28-11
Type of Project: Demolition of old dorm building - Total of 28,000 sq. ft

COMPLETED PROJECTS CONTINUED

Job Name: Building Demolition Project
Contracting Company: Farmington Public Schools & McCarthy & Smith, Inc.
Contact Name: Doug Underwood
Numbers: Office - 248-427-8400
Fax - 248-427-8491
Email - dunderwood@mccarthysmith.com
Contract Amount: \$284,615.00
Completion Date: 10-15-11
Type of Project: Demolition of 4 Schools -- Total of 154,000 sq. ft

Job Name: Building Demolition Project
Contracting Company: Demolition of former police station
Contact Name: Greg Kleyring
Numbers: Office - 734-324-4551
Fax - 734-324-4535
Email - engineering1@wyan.com
Contract Amount: \$77,464.20
Completion Date: 04/27/2012
Type of Project: Demolition of old police station -- 24,000sf

Job Name: Building Demolition Project
Contracting Company: State of Michigan
Contact Name: Chris Hajjaj
Numbers: Office - 517-749-7519
Contract Amount: \$59,830
Completion Date: 05/31/2012
Type of Project: Demolition of three buildings at state fair grounds

Job Name: Demolition of Christmney and Lincoln Schools
Contracting Company: Monroe Public Schools
Contact Name: Mark Kohler
Numbers: Office - 734-242-6880
Fax - 734-242-6883
Email - mkohler@kohlerarchitects.net
Contract Amount: \$380,000
Completion Date: 09/15/2012
Type of Project: Demolition of 2 Schools ---- 125,000sf

Job Name: Building Demolition of Metro Inn
Contracting Company: City of Dearborn
Contact Name: Rob Creander
Numbers: Office - 313-943-2152
Email - rcreander@ci.dearborn.mi.us
Contract Amount: \$191,980
Completion Date: 09/26/2012
Type of Project: Demolition of old motel ---- 80,000sf

Job Name: School Demolition
Contracting Company: Redford School District
Contact Name: Mike Dennis
Numbers: Office - 313-387-2785
Contract Amount: \$135,349
Completion Date: 10/30/2012
Type of Project: Demolition of old School \$5,000sq. ft

COMPLETED PROJECTS CONTINUED

Job Name: School Demolition
Contracting Company: Woodhaven-Brownstown School District
Contact Name: Paul Therault
Numbers: Office - 248-229-1884
Contract Amount: \$92,000.00
Completion Date: 8/30/2013
Type of Project: Demolition of old School 62,000sf

Job Name: School Demolition
Contracting Company: Waterford School District
Contact Name: Kevin Donnelly
Numbers: Office - 248-848-0567
Contract Amount: \$109,960.00
Completion Date: 10/30/2012
Type of Project: Demolition of old school 48,000sf

Job Name: Pontiac Home Demolition Project
Contracting Company: City Pontiac
Contact Name: Joseph Sobota
Numbers: Office - 248-758-3129
Email: jsobota@pontiac.mi.us
Contract Amount: \$173,825.00
Completion Date: 12/20/2013
Type of Project: Demolition of 23 Pontiac homes

Job Name: Demolition of Building at 21601 Hoover
Contracting Company: City of Warren
Contact Name: Craig Treppa
Numbers: Office - (586)-374-4639
Email: ctreppe@cityofwarren.org
Contract Amount: \$78,800.00
Completion Date: 1/30/2014
Type of Project: Demolition of Commercial Building

Job Name: Demolition of Residential Properties
Contracting Company: City of Pontiac
Contact Name: Zachary Beach
Numbers: Office - (248)758-3323
Email: zbeach@pontiac.mi.us
Contract Amount: \$75,968.00
Completion Date: 10/3/2014
Type of Project: Demolition of 13 Residential Properties in Pontiac

Job Name: Home Demolition
Contracting Company: Wayne Metropolitan Community Action Agency
Contact Name: John Cannody
Numbers: Office - (313)463-5468
Email: jcannody@waynemetro.org
Contract Amount: \$134,502.00
Completion Date: 10/13/2014
Type of Project: Demolition of 13 River Rouge & Reunite

COMPLETED PROJECTS CONTINUED

Job Name: Demolition and Site restoration of school
Contracting Company: Livonia Public Schools
Contact Name: Harry Lau
Numbers: Office -- (734) 744-2311
Email: hlau@livoniaschools.org
Contract Amount: \$192,400.00
Completion Date: 10/31/2014
Type of Project: Demolition of Washington Elementary 44,000sf

Job Name: Demolition and Site restoration of school
Contracting Company: Livonia Public Schools
Contact Name: Harry Lau
Numbers: Office -- (734) 744-2311
Email: hlau@livoniaschools.org
Contract Amount: \$149,364.36
Completion Date: 10/31/2014
Type of Project: Demolition of Nankin Mills Elementary 44,000sf

Job Name: Demolition and Site restoration of school(s)
Contracting Company: Brauh Construction Group via Waterford Schools
Contact Name: Ken Maes
Numbers: Direct -- (586) 899-7611
Email: kmaes@brauhog.com
Contract Amount: \$329,900.00
Completion Date: 6/17/2016
Type of Project: Demolition of Adams, Hunt, & Sandburg Elementary schools 115,000sqft

k) Provide a detailed description of any litigation resulting from use of the firm's services.

International Construction has no Litigation to describe that resulted from the firms services

l) Provide a statement on the notification time necessary to begin execution of the desired services

International Construction will notify its intent to demolish a structure through the state immediately following award & contract signing. This is 10 business days from said date. Once initiated demolition procedures will take a approximately 21-34 days depending upon which batch (size has been awarded)

m) Provide bid and performance bond as outlined in section
"IX. BONDING REQUIREMENTS"

Bonding requirements are attached following this page.
Note: Performance & Payment Bonds will be furnished
following contract execution.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **WE INTERNATIONAL CONSTRUCTION, INC.** 53618

Cherrywood, Shelby Township, MI 48315

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and **Philadelphia Indemnity Insurance Company, Bala Cynwyd, PA 19004**

a corporation duly organized under the laws of the State of **PA** as Surety, hereinafter called the Surety, are held and firmly bound unto **City Of Pontiac 47450 Woodward, Pontiac, MI 48342**

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of **5.00%** Att Bid

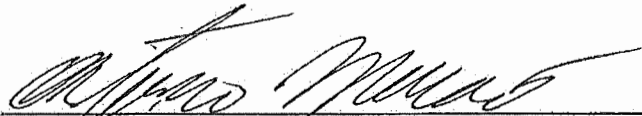
For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Batch 17 Demolition & Grading
Various Locations in Pontiac

(Here insert full name, address and description of project)

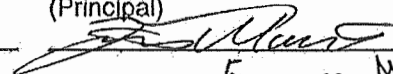
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

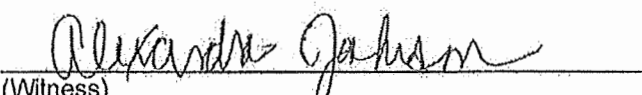
Signed and sealed this **26th** day of **August, 2021**


(Witness)

INTERNATIONAL CONSTRUCTION, INC.

(Principal) (Seal)


Francesco Monaco, General Manager


(Witness)

Philadelphia Indemnity Insurance Company

(Surety) (Seal)


Michelle B. Graham, ATTORNEY-IN-FACT

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Suzanne M. Mocerri, Michelle B. Graham, John W. McNish and William Cory French of McNish Group, L.L.C., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016:

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

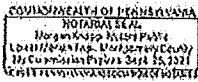
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27th DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Morgan Krapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 26th day of August, 2021.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



2200 Hunt Street, Suite 487
Detroit, MI 48207
www.dcr-services.com
(313) 297-6544

September 3, 2021

Ms. Linnette Phillips
Director, Economic and Community Development
City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342

RE: BATCH 17 DEMOLITION CONTRACTOR RECOMMENDATION

Dear Linnette:

I have reviewed the bid submission for demolition proposals for the Demolition Contract Comprising **Batch 17**.

International Construction Inc., is the low bidder and I have investigated their past performance references, and conducted due-diligence of each bid. Based on my information, I recommend award of the contract to International Construction, Inc.

TOTAL AWARD **\$175,000.00**

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

Best Regards and Stay Safe,
DCR SERVICES & CONSTRUCTION, INC.

A handwritten signature in black ink, appearing to read 'Dwight E. Belyue', written over a horizontal line.

Dwight E. Belyue, CEO

CITY OF PONTIAC BLIGHT ELIMINATION

BATCH 17- DEMOLITION BID SUMMARY

| # OF HOMES | ADDRESS | International | The Adams Group | Vin Con Inc | Blue Starr | Comments |
|-------------------|----------------------|----------------------|------------------------|---------------------|---------------------|-----------------|
| 1 | 529 N Perry | \$5,530.00 | \$19,050.00 | \$6,580.00 | \$11,957.00 | |
| 2 | 529 N Perry-Back Lot | \$3,700.00 | \$10,125.00 | \$1,960.00 | \$6,710.00 | |
| 3 | 195 South Blvd W | \$25,417.00 | \$35,010.00 | \$31,059.00 | \$37,993.00 | |
| 4 | 497 E Pike | \$1,200.00 | \$5,250.00 | \$2,800.00 | \$11,231.00 | |
| 5 | 68 Mark | \$11,931.00 | \$23,485.00 | \$14,560.00 | \$20,967.00 | |
| 6 | 567 Franklin | \$15,871.00 | \$22,995.00 | \$17,655.00 | \$21,674.00 | No Survey |
| 7 | 554 E. Kennett | \$6,781.00 | \$14,555.00 | \$6,040.00 | \$15,428.00 | No Survey |
| 8 | 124 Oliver | \$8,592.00 | \$11,560.00 | \$11,640.00 | \$17,117.00 | |
| 9 | 778 University (4) | \$17,540.00 | \$40,680.00 | \$17,790.00 | \$28,191.00 | |
| 10 | 129 Judson | \$10,643.00 | \$17,780.00 | \$11,782.00 | \$18,129.00 | No Survey |
| 11 | 200 Cedardale | \$8,053.00 | \$16,440.00 | \$7,960.00 | \$15,950.00 | |
| 12 | 79 Home | \$7,536.00 | \$13,300.00 | \$8,490.00 | \$17,560.00 | |
| 13 | 415 Auburn | \$19,061.00 | \$42,055.00 | \$27,130.00 | \$30,456.00 | |
| 14 | 104 N Jessie | \$7,460.00 | \$11,280.00 | \$11,800.00 | \$19,163.00 | |
| 15 | 104 Union | \$25,685.00 | \$77,380.00 | \$28,420.00 | \$53,956.00 | |
| Total | | \$175,000.00 | \$360,945.00 | \$205,666.00 | \$326,482.00 | |

#2

RESOLUTION



PONTIAC CITY COUNCIL RESOLUTION

Recognizing February as Black History Month

Whereas the City of Pontiac, Michigan has had a substantial population of African American residents for its entire existence as a City since the State of Michigan recognized Pontiac as a City in 1861;

Whereas, in 1915, Dr. Carter Godwin Woodson, noted scholar and son of former slaves, who founded the Association for the Study of African American Life and History, initiated Black History Week, February 12, 1926, which was celebrated for many years by African Americans in the United States;

Whereas the month of February is now observed nationally as Black History Month to recognize and celebrate the accomplishments African Americans have made and continue to offer to this nation;

Whereas, since 1976, every President of the United States has adopted the month of February as Black History Month, an annual celebration of African American achievements and roles in United States History;

Whereas Black History Month acknowledges and honors numerous past and present educators, scientists, activists, pioneers, leaders, artists, inventors, entrepreneurs, and elders with special ceremonies and activities;

Whereas Black History Month is also a time to reflect on the burdens of racial prejudice and explore, understand, and appreciate the identities and cultures across and within the African diaspora; now,

Therefore, Be It Resolved, the Pontiac City Council declares February 2022 as Black History Month in the City of Pontiac, Michigan; and further

Resolved, the City Council honors the contributions and sacrifices made in building pride in Black history and educating all Americans of the many achievements and contributions made by African Americans to our cultural, spiritual, economic, and political development; and further

Resolved, the City Council joins other organizations throughout the State of Michigan and this nation in using this occasion to raise awareness of the hardships African Americans have endured, celebrate the milestones that have been achieved, continue the pursuit toward equal treatment under the law and opportunity of access for African Americans in our community and nationally; and further

Resolved, the City Council acknowledges the injustices that African Americans have endured and commends African American residents for the continuous pursuit of overcoming those injustices and changing the course of history; and further

Resolved, we honor the leaders and activists from Pontiac and throughout the nation who helped pave the way for racial justice, and called our community's attention to the continued need to battle racism and to build an equitable society; and further

Resolved, the City Council welcomes additional opportunities for us as a community to better acknowledge, celebrate, and preserve the people, places, events, and organizations that constitute Pontiac's phenomenal local Black History.

PONTIAC CITY COUNCIL • *Pontiac, Michigan* • *February 1, 2022*

Mike McGuinness, *Council President*

Mikal Goodman, *Councilmember*

Brett Nicholson, *Councilmember*

Melanie Rutherford, *Councilmember*

William A. Carrington, *President Pro Tem*

Kathalee James, *Councilmember*

William Parker, Jr., *Councilmember*



#3

RESOLUTION



PONTIAC CITY COUNCIL RESOLUTION

Acknowledging Pontiac AMVETS Post 101 and VFW Post 1370 for Contribution to POW Committee of Michigan

Whereas the City of Pontiac, Michigan is home to multiple fraternal and civic organizations that positively impact the lives of Pontiac residents and work to help others in need;

Whereas AMVETS Post 101 and Veterans of Foreign Wars (VFW) Post 1370 are organizations that are located in Pontiac and have been active in our community for many years;

Whereas AMVETS Post 101, with the help of VFW Post 1370 and Auxiliary, actively participated in the Prisoner of War (POW) / Missing In Action (MIA) Yellow Ribbon Campaign in 2021, raising funds and raising awareness of the continued need for assistance in recovering United States soldiers;

Whereas AMVETS Post 101 and VFW Post 1370 successfully raised \$1,000 and presented the funds to the Prisoner of War Committee of Michigan, a non-profit organization established in 1973 by POW/MIA families;

Therefore, Be It Resolved, the Pontiac City Council acknowledges the philanthropic efforts of Pontiac's AMVETS Post 101 and VFW Post 1370 and, specifically, their \$1,000 contribution to the Prisoner of War Committee of Michigan; and further

Resolved, the City Council thanks AMVETS Post 101, VFW Post 1370, the VFW Post's Auxiliary, and the Prisoner of War Committee of Michigan for the continued work to bring awareness to the ongoing need for assistance in recovering United States soldiers; and further

Resolved, the City Council shall deliver a copy of this Resolution to AMVETS Post 101 and VFW Post 1370 at 800 Cesar E. Chavez Avenue in Pontiac.

PONTIAC CITY COUNCIL • Pontiac, Michigan • February 1, 2022

Mike McGuinness, *Council President*

Mikal Goodman, *Councilmember*

Brett Nicholson, *Councilmember*

Melanie Rutherford, *Councilmember*

William A. Carrington, *President Pro Tem*

Kathalee James, *Councilmember*

William Parker, Jr., *Councilmember*



#4

RESOLUTION



Pontiac City Council Resolution

Approval of Pontiac City Council Code of Ethics

WHEREAS, the Pontiac City Council takes our roles and responsibility in serving the City and our residents very seriously; and,

WHEREAS, as public servants the members of the City Council seek to ensure that governmental decisions are made in the public's best interest; and,

WHEREAS, the City Council aims to prevent our members from making City governing decisions that would impact our personal or financial interests;

NOW, THEREFORE BE IT RESOLVED that the Pontiac City Council hereby adopts this Pontiac City Council Code of Ethics;

BE IT FURTHER RESOLVED members of the City Council commit to adhering to this Code of Ethics as we carry out the duties of our positions;

BE IT FURTHER RESOLVED this City Council recognizes that adherence to state law is also required and that this Code of Ethics shall be construed in conformity with state law, including state law regulating the conflicts of interest pertaining to public contracts involving public servants under the Michigan Contracts of Public Servants with Public Entities Act, MCL 14.310 et. seq. and contributions to political campaign organizations under the Michigan Campaign Finance Act, MCL 169.201 et seq. and all additional applicable state law;

BE IT FURTHER RESOLVED the City Council supports the future consideration of an Ethics Policy for all City officials and staff to further ensure that all City governing decisions are made in the public's best interest.



Pontiac City Council Code of Ethics

DISCLOSURE REQUIREMENTS

Disclosure of interests by City Council members.

- (a) Except as otherwise provided by applicable law, a City Council member shall disclose:
- (1) Any financial interest, direct or indirect, that he or she or an immediate family member has in any contract or matter pending before City Council;
 - (2) Any financial interest, direct or indirect, that he or she or an immediate family member has in any contract or matter pending before or within any office, department or agency of the City; and
 - (3) Any interest that he or she, or an immediate family member has in real or personal property that is subject to a decision by the City regarding purchase, sale, lease, zoning, improvement, special designation tax assessment or abatement or a development agreement.
- (b) All disclosures that are required under Subsection (a) of this section shall be made, in writing, on a form that is created by the City Attorney and sworn to in the presence of a notary public.

Disclosure of immediate family member's employment or application.

- (a) Except as otherwise provided by applicable law, a City Council member shall disclose the identity of any immediate family member employed by the City or who is making an application to the City for employment.
- (b) All disclosures that are required under Subsection (a) of this section shall be made, in writing, on a form that is created by the City Attorney and sworn to in the presence of a notary public.

STANDARDS OF CONDUCT

Willful or gross neglect of duties is prohibited.

Except as otherwise provided by applicable law, a City Council member shall not willfully or grossly neglect the discharge of his or her duties.

Improper use or disclosure of confidential information prohibited.

Except as otherwise provided by applicable law, a City Council member shall not knowingly use or disclose confidential information to third parties concerning the property, government or affairs of the City or any office, department or agency thereof, which is not available to members of the public and gained by reason of his or her official duties.

Improper use of City property prohibited.

A City Council member shall not knowingly use City property except in accordance with City policies and procedures. Public resources or assets that are not offered to the general public are not to be used by the City Council member or anyone else for private purposes.

Incompatible employment or rendering services prohibited.

A City Council member shall not engage in or accept employment, or render services, for a private or public interest where such employment or service is in conflict or incompatible with the proper discharge of the City Council member's official duties for the City, or where such employment or service is reasonably expected to impair the public servant's independence of judgment or action in the performance of his or her official duties for the City.

Self-interested regulation and participation prohibited.

A City Council member shall not hold a substantial financial interest, i.e., any stake, including stockholder, partner, joint venture, creditor, guarantor or director, in a firm which provides services or supplies, materials or equipment to the City, excluding holding an interest in a firm providing services or supplies, materials, or equipment to the city where, after reporting the conflict, 1) the contract for services or supplies, materials, or equipment is awarded pursuant to sealed bids, 2) the City Council member is not involved, directly or indirectly, with making the decision on the award of the contract or with the city department for which the contract relates, and 3) the City Council determines, after reviewing the circumstances, that the award of the contract would be in the best interests of the city.

Solicitation or acceptance of loan or payment prohibited.

A City Council member shall not solicit or accept a loan or payment from an individual who is providing service to, or receiving tax abatements, credits or exemptions from the City.

City Council member are prohibited from unduly influencing decisions to fill any position in

City government with immediate family members.

A City Council member shall not unduly influence any decision to fill a position in City government.

A City Council member shall not cause the employment or any favorable employment action of an immediate family member, or participate in any employment decision about such family member.

Prohibition on gifts and gratuities; exceptions.

(a) A City Council member shall not accept gifts, gratuities, honoraria, or other things of value from any person or company doing business or seeking to do business with the City, is seeking official action from the City, has interests that could be substantially affected by the performance of the public servant's official duties, or is registered as a lobbyist under applicable laws.

(b) The prohibition in Subsection (a) of this section shall not apply:

(1) To an award publicly presented to a City Council member by an individual, governmental body or non-governmental entity or organization in recognition of public service;

(2) To complimentary copies of trade publications, books, reports, pamphlets, calendars, periodicals or other informational materials;

(3) To a gift received from a City Council member's relative or immediate family member, provided that the relative or immediate family member is not acting as a third party's intermediary or an agent in an attempt to circumvent this article;

(4) Gifts of nominal value, under \$20, such a shirt, hat, or coffee mug, for a City Council member.

(5) To admission fees, or registrations fees, or meals, for a City Council member:

(i) By the sponsor(s) of an event, appearance or ceremony, which is related to official City business in connection with such an event, appearance or ceremony and to which one (1) or more of the public are invited; or

(ii) In connection with teaching, a speaking engagement, or the provision of assistance to an organization or another governmental entity as long as the City does not compensate the City Council member for admission or registration fees, travel expenses, entertainment, meals or refreshments for the same activity.

One year post-employment prohibition.

(a) For one (1) year after serving with the City, a City Council member shall not lobby or appear before the City Council or any City department, agency, board, commission or body, or receive compensation for any services in connection with any matter in which he or she was directly concerned, personally participated, actively considered or acquired knowledge while serving on the City Council.

(b) For a period of one (1) year after employment with the City, a City Council member shall not accept employment with any person or company that did business with the City during the former Council member's tenure if that Council member was in any way involved in the award or management of that contract or the employment would require the sharing of confidential information.

Prohibition on campaign activities using City personal or property, or during working hours.

A City Council member shall not use any City resources or property for his or her own political benefit or for the political benefit of any other person seeking elective office, provided that the foregoing shall not prohibit the use of property or facilities available to the general public on an equal basis for due consideration paid.

Public information

A City Council member shall not use information protected from disclosure by the Michigan Freedom of Information Act which she or he has obtained by reason of such position or authority. A public servant shall not suppress or refuse to provide city reports or other information which is publicly available.

A City Council member shall not suppress any public city report, document, or information available to the general public because it might tend to adversely affect unfavorably their private financial or political interest.

Improper use of position

A City Council member shall not take any action or create the appearance of making a government decision outside official channels.

A City Council member shall not take any action or create the appearance of impeding government efficiency or economy.

A City Council member shall not use his or her public office and employment for personal or financial gain, or use or attempt to use his official or her official position to secure special privileges or exemptions for himself or herself, or others, except as provided by law.

A City Council member shall not make or participate in making a decision in his or her capacity serving on the City Council knowing that the decision will provide him or her, a member of his or her immediate family, or a business with which he or she is associated, a financial benefit of more than an incidental nature which is distinguishable from the benefits to the City Council member as a member of the public or as a member of a broad segment of the public.

A City Council member shall not interfere with the ordinary course of law enforcement within the city, and shall not suggest or request special favors or consideration or disposition of any law

enforcement person of the city, including the city manager, public safety officers, ordinance officers, city attorney or administrative staff, concerning any city law enforcement matter including, but not limited to, parking tickets, traffic tickets, ordinance tickets, or the enforcement of city codes.

A City Council member shall not make a loan of public funds, grant a subsidy, fix a rate, issue a license, permit or certificate, participate in the negotiation or execution of contracts or otherwise regulate, supervise or participate in a decision that pertains to an entity in which the public servant, or a member of his or her immediate family, has an ownership or financial or personal interest.

A City Council member shall not solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or any solicitation or proposal thereof.

A City Council member shall not accept any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a contract or order.

A City Council member shall not retain a person to solicit or secure a contract with the local government upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for the retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

A City Council member shall not be a party, directly or indirectly, to any contract with the city except for the renewal or negotiation of an employment or independent contractor contract with a city officer or employee, or a collective bargaining agreement or contracts with any bona fide union.

#5

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President, and City Council Members

FROM: Abdul H Siddiqui, PE, City Engineer

DATE: February 1, 2022

RE: **Professional Engineering Services Contract Extension – Alfred Benesch & Company**

The City of Pontiac Department of Public Works, Engineering Division, entered into as-needed contracts for Professional Engineering Services in February 2017 with five engineering consultancy firms. These contracts are necessary for the day to day function of the Engineering Division as well as the planning and execution of Capital Improvement Projects. The original contracts were signed for a duration of two years and have since been extended annually.

Funding for these contracts is budgeted based on anticipated need in the Engineering Department of the General Fund (Dept. 447), Major Street Fund (Fund 202), Local Street Fund (Fund 203), and Sanitation Fund (Fund 226) under the Engineering Services and Professional Services accounts.

Alfred Benesch & Company is a nationwide company with local offices in Detroit and Lansing. They offer a full range of services, except for architectural, and have been managing the City's asset management program and storm water environmental compliance program per State requirements. They were also the design and construction engineers on the recent rehabilitation of Centerpoint Parkway.

It is the recommendation of the Department of Public Works, Engineering Division, that City Council approve a one-year extension of the City's Professional Engineering Services contract with Alfred Benesch & Company.

WHEREAS, The City of Pontiac's Professional Engineering Services contract with Alfred Benesch & Company is expiring on February 24, 2022, and;

WHEREAS, Alfred Benesch & Company's work performance for the City has been satisfactory and warrants a contract extension,

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to extend the Professional Engineering Services contract with Alfred Benesch & Company until February 24, 2023.

AHS

attachments

February 1, 2022

Alfred Benesch & Company

Attn: Mr. David Guastella, P.E., Sr. Vice President

615 Griswold Street, Suite 600

Detroit, MI 48226

Dear Mr. Guastella,

The City of Pontiac (City) has elected to extend Alfred Benesch & Company's (Benesch) existing contract with the City for "Professional Engineering Services" effective immediately. The new contract expiration date will be the later of February 24, 2023 or the date upon which all tasks and/or projects assigned to Benesch are completed to the City's satisfaction. This letter will serve as our contractual agreement to extend the existing contract based on the terms and conditions as outlined in our agreement dated February 24, 2017, amended to incorporate the City's acknowledgement of MCL Section 691.991.

Thank you for your continued service and dedication. We look forward to working with you and your team for another year. If you have any questions or concerns, please call us at 248-758-3615.

Sincerely,

City of Pontiac

_____ Date: _____

Abdul Siddiqui, P.E., City Engineer, City of Pontiac

I concur: _____ Date: _____

Tim Greimel, Mayor, City of Pontiac

Agreed: _____ Date: _____

David Guastella, P.E., Sr. Vice President, Alfred Benesch & Company



CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

- 1) Parties. The parties to this contract are the City of Pontiac, Michigan hereinafter referred to as the "City", and Alfred Benesch and Co. hereinafter called the "Contractor".
- 2) Purpose. The purpose of this contract is for the City to engage the Contractor to provide Professional Engineering Services to the City (see Scope of Services below).
- 3) Scope of Services. The Contractor will provide all labor, materials, supplies, equipment and supervision to perform Professional Engineering Services in the City. The Contractor is to perform all work in accordance with generally accepted standards and practices.
- 4) General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in the Scope of Services (see Exhibit "A" below) and Additional Terms and Conditions (see Exhibit "B" below).
- 5) Consideration. As consideration for the performance of the services referenced in the Scope of Services (see Exhibits "A" & "B" below), the City agrees to compensate the Contractor as follows:

COST PROPOSAL

| Benesch Billing Rates | | |
|---|--------------------------|------------------------|
| Job Category | Average Hourly Rate (\$) | Hourly Rate Range (\$) |
| Client Manager | \$217.50 | \$217.50 |
| Associate Engineer | \$169.50 | \$146 - \$189 |
| Professional Traffic Operations Engineer (PTOE) | \$202.80 | \$202.80 |
| Senior Engineer/Environmental/Scientist | \$133.50 | \$122.50 - \$139 |
| Engineer/Environmental/Scientist | \$96 | \$85.50 - \$103.50 |
| Technician/Inspector | \$95 | \$80 - \$110 |
| CAD Operator | \$87 | \$87 |
| Senior Surveyor | \$43 | \$39 - \$46.50 |
| Office/Clerical | \$60 | \$55 - \$75 |

*A few notes on the billing rates:

- Hourly rates are adjusted annually on January 1st at an estimated 3%
- Billing rates calculated based on payroll rates multiplied by a multiplier of 2.90
- Millage at \$0.54/mile or per Federal guidelines
- Vehicle unit billing for construction tasks at \$65/day



- 6) Period of Performance. This contract will begin at the time of execution and continue for two (2) years, with an option to renew at the City's discretion.
- 7) Method of Payment. Contractor will be paid 30 days after completion of work as outlined in the Scope of Services after submission of a valid invoice.
- 8) Applicable Law. This contract shall be governed by and construed in accordance with the laws of the City of Pontiac, State of Michigan and applicable federal laws.
- 9) Compliance with Laws. The Contractor understands that the City is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Michigan, and City of Pontiac laws and regulations, as now existing and as may be amended or modified.

The Contractor is responsible for instructing and training their employees in appropriate safety measures. Employees will be responsible for maintaining a safe work environment while completing their tasks.

- a) The Contractor shall comply with the Michigan Right to Know Law (Amendments to Act 154), which requires that all employers within the State comply with federal Hazard Communications Standards (C.F.R. 1910.1200) and certain additional guidelines as of February 25, 1987. These Standards specify that employers develop a written hazard communication program, which is to be made available for workers or their designated representatives.
 - b) The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act
 - c) The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the City against such liability.
- 10) Requirements contract. During the period of the contract, the Contractor shall provide all the services described in the contract. The Contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the Contractor if no services are required.

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor shall provide Professional Engineering Services.

Except as otherwise provided herein, Contractor shall furnish all labor, supervision and services necessary to properly execute and complete the work as described in the Professional Engineering Services Notice to Bidders dated October 24, 2016 and awarded in Section 5 and is considered part of this exhibit. In addition, the bid submitted by Alfred Benesch Co., signed by David Guastella, Assistant Division Manager, shall provide the additional detail to Section 5.

The RFP is incorporated into this agreement.



Financial Services – Purchasing Division

NOTICE

Thank you for your inquiry regarding the City of Pontiac project listed below:

Professional Engineering Services

If your firm plans to bid on this project, please send an e-mail response to MMcKenzie@pontiac.mi.us with the following information:

Firm Name: Alfred Benesch & Company
Project Name: Professional Engineering Services
Firm's Contact Person: David Guastella, PE
Telephone Number: 313-234-0345
Fax Number: 313-963-2156
E-Mail Address: deguastella@benesch.com
Postal Address: 615 Grisworld St. Suite, Detroit, MI 48226

The City of Pontiac Purchasing Division will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Pontiac, you will not receive any follow-up notification of any changes to the project.

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342

NOTICE TO BIDDERS

The City of Pontiac will open sealed bids on Monday, October 24, 2016 at 2:00 p.m. prevailing local time in the City Hall Lion's Den conference room at 47450 Woodward Ave for:

Professional Engineering Services

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PONTIAC, CITY CLERK, 47450 Woodward Ave., Pontiac, MI 48342 by 2:00 PM, Monday, October 24, 2016. Envelopes should include the name and mailing address of the vendor on the outside and be plainly marked:

"Professional Engineering Services"

The City of Pontiac is seeking professional services to provide engineering services including engineering plan review services, design, construction engineering, contract administration services, MS 4 regulatory compliance assistance and other related engineering services. The contract will begin at the time of execution and continue for one (1) year with an option to renew for year two (2) and year three (3) at the City's discretion.

One or more qualified firms may be selected and services will be scheduled at the direction of the City of Pontiac on a per project basis.

The selected engineering firms shall minimally possess successful experience in the areas described in the Scope of Services. Knowledge of the City's codes, ordinances and engineering design standards is beneficial.

No proposal submitted may be withdrawn for at least ninety (90) days after the actual opening of the proposal.

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Pontiac website:

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

Please refer to the website for any addenda that may be issued. Respondents 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 mailed upon request.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids that it deems to best serve the interest of the City.

If you have any questions regarding this RFO, please contact the Purchasing Agent at (248) 758-3120 or send an email to MMcKenzie@pontiac.mi.us

If you have questions regarding the specifications, contact John Balint City Engineer at (248) 758-3615.

1. INSTRUCTIONS TO BIDDERS

1.1 Qualifications to be Received

Qualifications for Professional Engineering Services will be received at the Office of the City Clerk of the City of Pontiac, Michigan Monday, October 24, 2016 at 2:00 p.m., and immediately thereafter will be publicly opened and read.

Bidders **MUST** submit an original and three copies of the proposal. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested. Qualifications must be submitted in a sealed envelope and addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a response must be plainly marked on the outside as "Professional Engineering Services", and the envelope should bear on the outside the name of the respondent, his address, and the name of the project for which the response is submitted. If forwarded by mail, the sealed envelope containing the response must be enclosed in another envelope addressed to the City Clerk, City of Pontiac at 47450 Woodward Avenue Pontiac, MI. 48342.

Qualifications will be received during regular business hours at the place and up to the time stated in the advertisement. Any extension in time will be by official notification. Responses may be delivered in person or mailed, but their delivery is the respondent's responsibility. Any response received after the stated hour, even through the mail, will be returned unopened to the respondent.

1.2 Examination of Bid Documents

Before submitting a qualifications proposal, respondents shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations.

1.3 Basis of Award

The intention of the City is to award the contract for this job to the most qualified applicant(s) whose skill set and past work history are equal to the task of completing the work in a satisfactory manner in the time period specified by the City. The successful respondents will show proof of at least five (5) years' experience in Professional Engineering Services. One or more qualified firms may be selected and services will be scheduled at the direction of the City of Pontiac on a per project basis.

1.4 Bid Bond

No Bid Bond required.

1.5 Pre-Proposal Meeting

No pre-proposal meeting required.

2. TERMS AND CONDITIONS

2.1 Laws and Municipal Ordinances, Permits

The respondent be fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or equipment and materials used in the work, and all others and any decrees of bodies or tribunals having any jurisdiction or authority over the same. The respondent shall at all times observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the laws of the State of Michigan, City ordinances, as well as all other bodies having jurisdictional authority.

The Contractor shall be responsible for obtaining and paying for any and all permits that may be required for this project and shall be responsible for arranging all required inspections if needed.

2.2 Non-Discrimination

The respondent agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act no. 220, Public Act of 1976, as amended and all other applicable federal, state and local laws and regulations. Specifically, Bidders and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

2.3 Indemnification

The Contractor shall indemnify, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan, to the extent no greater than its relative degree of fault.

2.4 Jurisdictional Authority

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful respondent consents to the jurisdiction and venue of the courts in Oakland County, Michigan and of the United States District Court for the Eastern District, Southern Division.

2.5 Severability

The successful respondent will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

2.6 Income Taxes

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3236, 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:

- a. Pontiac resident employees regardless of where they work for the employer; and
- b. Nonresident employees for work performed in the City.

Contractor is also required to file Pontiac income tax returns and to report and pay income tax on the net profits earned by the contractor in the City of Pontiac. Contractor is not eligible for the award if they have not filed or paid corporate and employee income tax to the City of Pontiac.

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

2.7 Compensation and Payment

All invoices submitted against the contract must identify the work performed in detail. Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice(s) to the City. Invoices must meet the following conditions for payment:

- a. Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- b. Contractor must submit price lists in accordance with bid requirements.
- c. All invoices will be original.
- d. Invoices will prominently display the requisition or purchase order number, if applicable.
- e. Invoices will be signed by the individual responsible for authorizing contract payments for the City of Pontiac.

Original invoice must be submitted to the City of Pontiac, Attn: Accounts Payable.

Payment Terms – Net 30

2.8 General Conditions

It is the responsibility of the respondent to review General Conditions as specified.

All funds must be quoted in US dollars

2.9 Quotations/Proposals

Bidders MUST submit an original and three copies of the bid quotation/proposal. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested.

The submittal should address all of the points outlined in this RFO. The document is to be prepared simply and economically, providing a straight-forward, concise description of the Firm's capabilities to satisfy the requirements of the RFO. Highlight any parts that reflect the Firm's unique philosophy or insight regarding its approach to serving as the City's Professional Engineering Services and how this approach will positively impact the successful completion of a variety of projects.

The statement of qualifications' document should not exceed twenty (20) pages in length, excluding covers, table of contents, dividers, required forms, resumes, certifications and affiliations, references and insurance documentation. To simplify the review process and to obtain the maximum degree of comparability, the submittal will include the following information and will be organized in the order and manner specified below. While additional data may be presented, the following subjects must be included. They represent the criteria against which the submittals will be evaluated.

2.10 Minor Deviations

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation or services rendered. Other products and/or services may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations may be grounds for rejection of your bid.

The decision of the City of Pontiac, acting through the Purchasing Agent, shall be final as to what constitutes acceptable deviations from specifications.

2.11 Bonds and Insurance

Receipt of bonds and/or insurance is part of the process of determining which respondent may be recommended for award to the City Administrator. If cause is found to change the recommendation that your company be awarded the contract, or if the City Administrator does not approve the recommendation, the City shall not be liable for any costs incurred by you in the bid process, including the cost of acquiring bonds and/or insurance.

The Contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to City of Pontiac. The limits required below do not limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance: The Contractor shall procure and maintain said insurance during the life of this contract, for: Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 1,000,000 per occurrence and aggregate. 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, if not already included.

Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 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.

Additional Insured: Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: 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 thereof. 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.

Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is 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: Risk Manager, City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342.

Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time 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.

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

2.12 Performance Bond

No bond shall be required.

2.13 Payment Bond

No payment bond shall be required unless the City agrees to subcontract.

2.14 Subcontracting

The City of Pontiac will not allow subcontracting for this agreement unless a request to do so is made by the City. All persons working on this project shall be employees of the Bidder as defined by law.

3. DESCRIPTION OF SERVICES

3.1 GENERAL

The City of Pontiac is requesting Qualification Statements for the purpose of issuing a Contract for Professional Engineering Services. They are to complete the following scope of services.

3.2 SCOPE OF WORK

The City of Pontiac is seeking Professional Engineering Services for engineering plan review, design, construction engineering, MS-4 regulatory compliance assistance and contract administration services. Services will be administered on a per project basis and will be scheduled at the direction of the City of Pontiac. The engineering firm shall perform professional services, including but not limited to, the following:

The selected engineering firm(s) shall perform plan review services for private development projects relative to local roads, and storm drainage for general compliance with City of Pontiac ordinances and applicable standards. The selected firm(s) will need to coordinate efforts with the Oakland County Water Resource Commissioner's Office on many projects. The selected engineering firm(s) may be requested to also perform professional services related to the survey, construction inspection, design and construction of local and major roads, including traffic signal design (MDOT prequalified) and traffic modeling application/review with software such as SYNCHRO, CORSIM, RODEL, VISSIM, bridges, storm drainage systems, sidewalk and projects that may include bio-engineering, stream restoration, improvements that benefit surface water quality, habitat enhancements and other projects that could potentially be funded through the GLRI.

The firm must be knowledgeable and demonstrate proficient in performing professional services that involve Federal, State or County criteria and regulations, as well as local

engineering standards, MS-4 regulations and compliance, and adopted road policies and procedures for processing special assessment districts.

The City reserves the right to interview any number of qualifying firms as part of the evaluation and selection process. The decision as to which proposer to contact (if any) will be based upon the most qualified, capable, experienced and cost effective proposer(s) as determined in the evaluation process. The lowest price proposal may not have a direct bearing on the final selection. The City of Pontiac reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints.

3.3 SCOPE OF SERVICES

3.3.1 Commercial and Condominium Construction Plan Review:

- The Consultant shall perform a technical review of the pre-preliminary, preliminary and final site plan to verify engineering conformance with the adopted engineering standards of the City of Pontiac. The Consultant shall report, in writing, to the City of its findings pursuant to the technical review. This may require the Consultant to attend the City's Development Review Committee Meeting, which is typically schedule once a month.
- Technical services shall consists of a review of the site plan, tree removal plan and landscape plan for compliance with grading, storm sewers, flood plains, wetlands drainage patterns, detention or retention facilities, sidewalks and local and major roads standards including traffic related impacts, set by the City. Review of the tree removal plan and landscape plan is limited to identifying the impacts of the trees and landscaping on the existing and proposed site utilities. Review shall also include an assessment of compliance with utility districts and master plans for utilities and roadways.

3.3.2 Platted Subdivision Plan Review:

- The consultant shall provide a technical review of the tentative preliminary, preliminary and final plat for subdivisions to verify conformance with the adopted engineering standards of the City of Pontiac. The Consultant shall report, in writing, to the City of its findings pursuant to the technical review.
- Technical services shall consist of a review of the tentative preliminary plat or final preliminary plat, slope gradient sketch, drainage pattern sketch, tree removal plan and landscape plan for compliance with grading, storm sewers, flood plains, wetlands drainage patterns, detention or retention facilities, sidewalks, and local and major road standards including traffic related impacts. Review of the tree removal plan and landscape plan is limited to identifying the impacts of the trees and landscaping on the

existing and proposed site utilities. Review shall also include an assessment of compliance with master plans for utilities, pathways and roadways.

3.3.3 Construction Plan Review:

- The Consultant shall perform a technical review of the detailed construction engineering drawings, the opinions of the probably cost and supporting documentation for compliance with grading, storm sewers including innovative designs that address water quality, water quantity and discharge rate controls, drainage patterns, detention or retention facilities, footings and retaining walls, sidewalks, and local and major roads standards, including traffic issues set by the City. The Consultant shall report, in writing, to the City of its findings pursuant to the technical review of the detailed construction drawings and the opinion of probable cost.
- Technical services shall consists of a review of the detailed engineering drawings, profiles, construction details, tree removal plan and landscape plan for compliance with grading, storm sewers, drainage patterns, flood plains, wetlands, detention or retention facilities, sidewalks, pathways, and local and major roads standards set by the City, County or State. Review shall include an evaluation of the calculations for the detention or retention basin design and the approval of the emergency flood route. Also, review of the flood plain analysis/HEC-RAS Model to determining accuracy and effectiveness of analysis shall be included. Review of the tree removal plan and landscape plan is limited to identifying the impacts of the trees and landscaping on the existing and proposed site utilities.
- Technical services shall also consist of a review of the construction engineering plans for compliance with other agencies standards and requirements for permit processing for water main and sanitary sewer extensions, relocations or rehabilitation that may be affected by the proposed site development such as Oakland County, Oakland County Water Resources, MDOT or RCOC and Michigan Department of Environmental Quality.

3.3.4 Construction As-Built Plan Review:

- The Consultant shall perform a technical review of the as built drawings prepared by others for completeness, accuracy and compliance with the standards of the City. The Consultant shall use the checklist provided by the City as a minimum guideline for review of the as built drawings. The Consultant shall report, in writing via the checklist and marked drawings, to the City of its findings of the condition of the as built drawings, including a listing of all identified deficiencies and significant deviations from design/permit plans.
- The Consultant may be asked to attend site plan review sessions conducted by City staff, attend as requested pre-construction meetings conducted by the City to assist with the working knowledge of the project, and be available for consultation regarding the engineering plans either from the City staff, developer, outside agencies or other

consultants. The Consultant shall also coordinate with reviews of other Consultants employed by the City to minimize conflict and redundancy.

3.3.5 Grant Assistance:

The Consultant will provide assistance as deemed necessary, to assist the City in pursuing grant funding opportunities, and/or other funding sources that support the City, and Department of Public Services. The Consultant may be required to provide assistance that includes, but is not limited to: preparing letters of interests on behalf of the City, grant writing services, or any other services that may be required to complete an application as it relates to pursuit of a grant and/or other funding sources available. The City will be responsible for administering the grants after award.

Services required may include, but not be limited to:

- If considered necessary, on-site attendance of meetings as scheduled by the City in order to understand the City's needs and goals and provide periodic updates.
- Provide advice to the City on the advisability of pursuing a specific grant and the likelihood of success
- Consult with City staff on the roles they will play in cooperation with the vendor in preparing the proposals.
- Coordinate with City staff and develop timelines for completion of tasks and who is assigned to each task to be completed.
- Research, write and prepare forms necessary for submission of each grant, including the development of textual narrative, budget sections, and supporting documentation.
- Deliver to the City a first-draft proposal for each agreed-upon project no less than twenty-one (21) calendar days prior to grant submission deadline, if reasonable.
- Deliver to the City a final agreed-upon version of the documentation by electronic copy or other approved method no less than five (5) days after final approve received.

3.4 Engineering Services

3.4.1 Survey

The consultant shall provide all services to obtain complete background data from the site location, including, but not limited to, property corners and survey monument, benchmarks, topographic information and location of all underground utilities in sufficient quantity and extent to be used as a base map for the preliminary and final design. Included is mapping of wetlands, flood plains, trees and other environmental elements that may impact design, excluding an Environmental Site Assessment (ESA).

3.4.2 Preliminary Design

The consultant shall from the survey data; develop preliminary plans to address the project at a scale of 1"=40' for roads and 1" = 50' for utilities (unless metric is required by an agency of jurisdiction). The plans shall include soils data (provided by others), alignment, all layout and survey controls, quantities, and sufficient detail to fully describe the project and extent of work to be done by the contractor. Development of the preliminary plans will involve contact and meetings with City officials, employees and the public affected by the project. The consultant shall also conduct informational meetings with the public as needed for the project.

3.4.3 Final Design

The consultant shall gather review comments from the City, its agents, employees, the public, utility companies and other agencies affected by the project and compile the data to use in completing the design of the project. Detailed construction plans, including specifications for construction and standard details shall be created for the project. The firm shall provide a detailed construction estimate of costs, along with all bid/contract documents and plans in an electronic format acceptable to the City. The consulting firm shall provide sufficient hard copies of bid documents and plans as required by the City.

The consultant shall also apply for all permits needed for the project on behalf of the City.

The consultant shall also identify the need for all temporary or permanent easements, as well as any required rights-of-way for the project. The consultant shall develop the legal descriptions and sketches for all required easements or road rights-of way.

3.5 Construction Engineering and Contract Administration Services

Layout:

Construction survey layout services will consist of staking for line and elevation of specific contract items such as edge drain, curb and gutter, ditches, culverts, underground utilities, pavement sections and witnessing and verifying monument locations. Survey shall also include location of property corners and monuments, as well as resetting these markers as needed for the project.

Inspection:

Daily observation, as needed, will be requested on days when significant construction work is occurring. Daily field reports will be prepared documenting pay item quantities and general progress for the day. Checking line and elevation for compliance with project specifications and maintaining regular communication with City staff throughout

the construction phase of a project will also be requested as part of the inspector's regular responsibilities.

Construction Engineering:

These services shall consist of part-time project engineering services. The services shall include attending the preconstruction meeting and site visits by a project engineer to oversee and supervise the inspector. The engineer will be responsible for ordering appropriate materials testing, reviewing progress payments and resolving any interpretations or problems, which may arise with the plans and specifications. The engineer will review shop drawings for materials supplied for conformance with the design concept and compliance with the contract documents. The engineer will preside over bi-weekly progress meetings (if required by the City) and prepare meeting minutes.

Contract Administration

This service shall consist of providing assistance as needed during the bidding and awarding phases of a project, the preparation of monthly construction pay estimates in a timely manner to meet project deadlines for estimate approval, review of contractor's construction progress for compliance with the approved project schedule, verification of the contractor's certified payroll, interviews, and change order preparation, if required. The project engineer will be responsible to resolve all complaints and contractor's claims for extra compensation. On project involving State or Federal funds, the engineer shall provide a final report on the project in the format required by the agency of jurisdiction.

Construction Testing

Construction testing services shall be performed by the consultant, or a sub-consultant selected by the consultant. The project engineer will be responsible to coordinate and schedule testing services as needed for the work.

As-Builts

As-Built plans will consist of final and approved drawings showing any significant field changes to underground utilities and/or structures, including but limited to, final measured quantities and witness tips to all utility structures.

Environmental and Geotechnical Engineering

Provide quarterly monitoring at the Collier Road Landfill for both methane and groundwater, as required under Michigan solid waste regulations, as well as providing additional as-needed environmental engineering consulting services.

Architectural Services

Conceptual studies and renderings, renovation and repair for City owned property.

Quarterly Groundwater & Methane Monitoring Reports

Preparation of the quarterly groundwater monitoring reports, in accordance with the site's Hydro geologic Monitoring Plan, will be needed. This includes preparing

groundwater elevation contour maps, performing statistical analysis of the groundwater quality data, and compiling the necessary reports for submittal to the MDEQ. The groundwater sampling and analysis will continue to be performed by TestAmerica Laboratories, Inc. (TAL), under separate contract with the City of Pontiac. TAL will provide the field and laboratory data to the Consultant following each quarterly sampling event.

According to the current monitoring plan, the First and Third Quarter are considered "assessment monitoring" events, which entailed an extended list of monitoring parameters and associated reporting/evaluations. Therefore, these quarterly events entail somewhat more effort to complete than the Second and Fourth Quarters.

Additional services may include the preparation of the quarterly methane monitoring reports, in accordance with the Methane Gas Management Plan. This includes reviewing and tabulating the field data, and compiling a letter report for submittal to the MDEQ. Field measurements will be performed by TAL, under separate contract with the City of Pontiac, and the field data will be provided to the Consultant following each quarterly sampling event.

As-Needed Geotechnical and Environmental Engineering Services

Provide additional environmental engineering services related to the landfill monitoring, closure activities or general needs at the request of the City of Pontiac. Additional necessary services may include site visits and inspections, responding to MDEQ correspondence, or additional field measurements or sampling.

4. NON-ASSIGNMENT OR TRANSFER

The service provided for under the Contract shall not be sub-contracted, assigned or transferred by the Contractor.

5. CITY RULES

Employees of Contractor shall comply with all instructions, and building regulations issued by representatives of the City of Pontiac.

6. TERM OF CONTRACT

The contract will begin at the time of execution and continue for one (1) year with an option to renew for years two (2) and year three (3) to renew at the City's discretion.

The consultant shall disclose all projects for private development that may be in conflict with other City projects before execution of the contract.

The City's acceptance of a proposal and approval of the award of a contract shall not constitute a formed contract and the acceptance of a proposal and award of a contract shall be contingent

and conditioned upon the parties' entry into and execution of a written agreement acceptable to the City.

7. PROGRESS PAYMENTS/RETAINAGE

This contract is not subject to progress payments or retainage.

8. PAYMENTS TO CITY

No payments required.

THIS ENDS THE ABOVE SECTION
FOLLOWING PAGES ARE BID PROPOSAL FORM AND SAMPLE CONTRACT

FORM OF PROPOSAL

To: City of Pontiac, Michigan _____, 2016
To All Here Present:

Having carefully examined the bid for the proposed work, and being fully informed in regard to the conditions to be met in the prosecution and completion of the work, and having read and examined the Instructions to Bidders, Agreement, Bonds, General Conditions, Plans and Specifications pertaining to this work and agreeing to be bound accordingly, the undersigned proposes to furnish all the materials, labor, and other equipment as necessary in full accordance with and conformity to the plans and specifications for this work now on file in the office of the City's at and for the following named prices, to wit:

THIS BID PROPOSAL MUST BE SUBMITTED BACK TO THE CITY OF PONTIAC IN ITS ENTIRETY AS PART OF THE CONTRACTORS BID SUBMISSION. MAKE SURE THAT ALL PAGES ARE COMPLETELY FILLED OUT AND THAT ALL INFORMATION REQUESTED IS COMPLETE. FAILURE TO DO SO MAY BE CAUSE TO REJECT YOUR BID PROPOSAL. IF A BID IS NOT BEING SUBMITTED FOR A PARTICULAR AREA OF WORK, PLEASE MARK "NO BID" IN THE APPROPRIATE SPACE.

UNDERSTANDING OF SERVICE

These guidelines are provided to assist firms submitting in response to this Request for Proposal in formulating a thorough response. The successful firm ensures and understands that:

1. All licenses required by the State of Michigan are to be maintained by the firm during the course of the contract.
2. All required insurances are to be maintained by the firm during the course of the contract.
3. The firm will provide a single point of contact for the duration of the contract.
4. The firm will comply with administrative procedures of the City.
5. The firm will meet with applicable City departments and consultants to review specific concerns or issues.
6. The firm shall perform with a consistent team.
7. The firm shall attend meetings as requested.
8. The firm shall apply for all permits needed for the project(s) on behalf of the City or agency of jurisdiction.
9. The firm shall provide status sheets periodically to City.

Selection Criteria:

Proposals will be evaluated and ranked. The City of Pontiac reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more firms. The firm(s) selected will be chosen on the basis of the apparent greatest benefit to the City, including but not limited to:

1. *Responsiveness to Objectives/Methodology* – The firm shall provide a work program that expressly addresses the objectives identified in the Request for Proposals. The selection committee will determine how well the proposed work program benefits/assists the objectives of the City.
2. *Experience and Qualifications* – The firm must have personnel who have experience with the professional engineering services described herein, as well as experience in working with municipal governments or public entities. Provide information on technical training, experience, and education of ONLY the personnel who will be assigned to the City's projects.
3. *Capacity* – Enumeration of the firm's capability to accomplish projects with its present work force. Firms should clearly identify all disciplines available within the firm and those that will be subcontracted to others. List the subcontracted firms that will be involved in the project. Provide for each firm the scope of responsibility. Based on current and anticipated workloads, provide estimated turnaround times for the City's project.
4. *Comparable Projects* – Provide a list of comparable projects/services (minimum of 5; maximum of 10 public sector clients) that have been successfully completed by your firm within the past 3 years and a contact person (name, address, title, responsibility, and phone number) for each project.
5. *Cost Proposal* – Present cost proposal defining hourly rates for all personnel and/or services fee schedule. Provide any estimated direct expenses and an itemization of services and related fees, including all additional charges, i.e., travel, lodging, meals and other out-of-pocket expenses (clearly define) that may be incurred under this contract.

Fees for attendance at meetings shall be separate from hourly rates for other engineering services. Meetings could include developer requested meetings; Planning Commission meeting attendance and/or City progress meetings.

Explain how subcontracted tasks will be billed. Include the multiplier for all personnel as well as subcontracted staff.

The City reserves the right to interview any number of qualifying firms as part of the evaluation and selection process. The decision as to which proposer to contact (if any) will be based upon

the most qualified, capable, experienced and cost effective proposer(s) as determined in the evaluation process. The lowest price proposal may not have a direct bearing on the final selection. The City of Pontiac reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints.

Clear and concise proposals will be considered an asset to a submission. Elaborate, lengthy or redundant proposals, beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

CITY OF PONTIAC - BID PROPOSAL

I, the undersigned, propose to provide services proposed in this contract as per specifications supplied by the City of Pontiac. No contract is active until a purchase order is issued to the successful bidder.

I further propose to deliver the above-described services for the City of Pontiac in first class operating manner in accordance with all specifications contained herein subject to purchaser's inspection of services performed.

I attest that the bid includes all information necessary for the City of Pontiac to accept bid.

NAME, ADDRESS AND PHONE NUMBER:

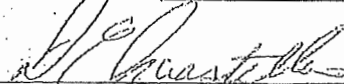
David Guastella, PE, 313-963-0612

615 Griswold Street, Suite 600, Detroit, MI 48226

Dated and signed at Detroit, MI on October 24, 2016
(City) (Date)

Name of Bidder: Alfred Benesch & Company

Address of Bidder: 615 Griswold Street, Suite 600, Detroit, MI 48226

By:  Title: Assistant Division Manager

Office # 313-963-0612 Cell # 313-234-0345

FAX# 313-963-2156 FEDERAL TAX I.D. NUMBER (362407363)

EXHIBIT "B"

ADDITIONAL TERMS AND CONDITIONS

- 1) Attorneys' fees and expenses. Subject to other terms and conditions of this contract, in the event the Contractor defaults in any obligation under this contract, the Contractor shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the City in enforcing this contract or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the City be obligated to pay any attorneys' fees or costs of legal action to the Contractor.
- 2) Authority to contract. The Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this contract; (b) that it is qualified to do business and in good standing in the State of Michigan; (c) that entry into and performance under this contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this contract.
- 3) Confidential information. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of the City shall result in the immediate termination of this contract.
- 4) Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that the City of Pontiac is a public City of the State of Michigan and is subject to the laws regarding confidentiality. If a public records request is made for any information provided to the City pursuant to the contract, the City shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the contract shall be liable to the other party for disclosures of information required by court order or required by law.
- 5) Contractor personnel. The City shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the City reasonably rejects staff or subcontractors, the Contractor shall provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor. Contractor personnel are subject to background checks by the Oakland County Sheriff Department and shall comply with all requirements as outlined in the Request for Quote.
- 6) Insurance. The Contractor shall not commence work under this contract until it has obtained the required insurance under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with carriers acceptable to the City of Pontiac:
 - a) 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.
 - b) Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance or Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate

combined single limit. 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.

c) 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 \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

d) 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. *OK 2/24/17*

e) Cancellation Notice: All policies described above shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City Administrator for the City of Pontiac. In the event Contractor's insurance carrier will not provide notice of Reduction and/or Material Change. Contractor agrees to provide the City of Pontiac with such notice within seven (7) days of receiving notification by the insurance-carrier." *OK 2/24/17*

f) Insurance Certificates: The Contractor shall submit a copy of the Contractor's standard insurance certificate with their bid.

g) Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time the contracts are returned for execution, certificates for all coverage listed above.

i) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance

ii) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance, Garage Liability Insurance and Garage-keepers Legal Liability Insurance; *OK 2/24/17*

iii) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;

iv) If so requested, certified copies of all policies mentioned above will be finished.

h) Expiration of Policies: If any of the above coverage lapses 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.

~~i) Indemnification: To the extent permitted by law, the towing Contractor shall indemnify and hold the City harmless of and from all claims, losses, liability, demands, costs, loss of service, expense, and compensation on account of or in any way growing out of any damage, including, but not limited to, bodily injury or property damage which may result from the towing Contractor's towing services. In addition, the towing Contractor shall cover all costs incurred by the City in defense of any litigation covered under this letter of contract, including attorney fees and court costs.~~ *OK 2/24/17*

- j) Insurance companies, named insureds and policy forms shall be subject to the approval of the Pontiac Department of Public Works. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions, which reduce coverage provided to the City of Pontiac. Contractor shall be responsible to the City of Pontiac or insurance companies insuring the City of Pontiac for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Pontiac Finance Department with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Finance Department.
- k) No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Finance Department. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Finance Department with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Pontiac Finance Department, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.
- 7) Ineligibility and suspension. The Contractor certifies to the best of its knowledge and belief, that it: (a) is not presently ineligible, suspended, proposed for ineligibility, declared ineligible, or voluntarily excluded from covered transaction by any federal department or the City or any political subdivision of the City or the State of Michigan; (b) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (c) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 8) Disclosure of confidential information. In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this contract.
- 9) Exceptions to confidential information. The Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which: (a) is rightfully known to the recipient prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party's prior written consent.

- a) Fails to supply complete labor and supervision in sufficient time and quantity to meet the City's progress schedule, as it may be modified;
- b) Causes stoppage or delay of, or interference with, the project;
- c) Fails to promptly pay its employees for work on the project;
- d) Fails to pay worker's compensation or other employee benefits, withholding or any other taxes;
- e) Fails to comply with the safety provisions of the Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project;
- f) Makes unauthorized changes in supervisory personnel;
- g) Fails in performance or observance of any of the provisions of the contract;
- h) Files a voluntary petition in bankruptcy or is adjudicated insolvent;
- i) Obtains an order for relief under Section 301 of the Bankruptcy Code;
- j) Files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors;
- k) Or seeks or consents to or is acquiescent in the appointment of a trustee, receiver or liquidator of any of its assets or property;
- l) Makes an assignment for the benefit of creditors; or
- m) Makes an admission, in writing, of its inability to pay its debts as they became due;

Then City, after giving Contractor written or oral (subsequently confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

- a) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
- b) Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder;
 - i) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment facilities, tools, scaffolds and appliances of Contractor relating to

the work, for the purposes of costs and other damages under the contract and for the breach thereof;
and

ii) Recover all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

- 11) Failure to enforce. Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
- 12) Final payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the Contractor shall execute and deliver to the City a release of all claims against the City arising under, or by virtue of, the contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the City's claims against the Contractor under this contract.
- 13) Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include, without limitation, acts of God, strikes, lockouts, riots, and acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the contract.
- 14) Indemnification. The Contractor shall indemnify, save and hold harmless, protect and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan, to the extent no greater than its relative degree of fault.
- 15) Independent contractor status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or the Contractor hereunder creates, or shall be deemed to create, a relationship other than the independent relationship of the City and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City or the State of Michigan. Neither the Contractor nor its employees shall, under any circumstances be considered servants, agents, or employees of the City and the City shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The City shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to the Contractor. Further, the City shall not provide to the Contractor any insurance

coverage or other benefits, including worker's compensation, normally provided by the City for its employees.

16) No limitation of liability. Nothing in this contract shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.

17) Notices. All notices required or permitted to be given under this contract shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the Pontiac City Clerk's Office to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: Alfred Benesch & Co., 615 Griswold St., Ste 600, Detroit, MI 48226

For the City: City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342

18) Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the City and agreed to by the Contractor.

19) Ownership of documents and work papers. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.

20) Priority. The contract consists of this contract with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this contract with exhibits and, if still unresolved, by reference to the bid. Omission of any term or obligation from this contract shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

21) Quality control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.

22) Record retention and access to records. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three years after final payment is made under this contract and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is

commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.

- 23) Recovery of money. Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.
- 24) Right to audit. The Contractor shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Michigan Office of the State Auditor, its designees, or other authorized bodies.
- 25) Right to inspect facility. The City may, at reasonable times, inspect the place of business of the Contractor or any subcontractor, which is related to the performance of any contract awarded by the City.
- 26) Severability. If any part of this contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- 27) City property. The Contractor will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.
- 28) Termination for convenience clause.
 - a) The City reserves the absolute right to terminate the contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Contractor. The City has the right, upon its sole discretion only, to terminate the contract with cause by giving notice to the Contractor of such termination, specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination, and the Contract shall terminate in all respects as if such date were the date originally given for the expiration of the Contract.
 - b) The Contractor shall be liable to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and any costs the City might incur enforcing or attempting to enforce the Contract, and the City may pursue legal remedies in the collection of fees to compensate for the damages sustained by the City.
 - c) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State of Michigan.

The Contractor shall still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

29) Termination for default clause.

- a) Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, the City may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.
- c) Compensation. Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- d) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State of Michigan and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience." (As used in this paragraph, the term "subcontractor" means subcontractor at any tier).
- e) Erroneous Termination for Default. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience by the City, be the same as if the notice of termination had been issued pursuant to such clause.

- f) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- 30) Termination upon bankruptcy. This contract may be terminated in whole or in part by the City upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit of its creditors. In the event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
- 31) Third party action notification. The Contractor shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this contract.
- 32) Unsatisfactory work. If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City of Pontiac, the Contractor shall, on being notified by the City, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.
- 33) Performance. Failure to perform or complete work according to the agreed upon project schedule/deadline may result in the reassigning of that work to another consultant for completion and may affect the assignment of future work.
- 34) Waiver. No delay or omission by either party to this contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults.
- 35) Taxes and Contributions. The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the City from and against the payment of:
- a) Contractor agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan 48342, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractors will require the same of all subcontractors employed to perform any work in the City of Pontiac.

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

- a. Pontiac resident employees regardless of where they work for the employer; and
- b. Nonresident employees for work performed in the City.

Contractor is also required to file Pontiac income tax returns and to report and pay income tax on the net profits earned by the contractor in the City of Pontiac.

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

- b) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed or engaged in the work to be performed and furnished under this contract.
 - c) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of this work or the acquisition, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.
 - d) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Contract.
- 36) Bonds: The Contractor is required to execute bonds; with sureties acceptable to the City, as identified in the specifications, all of which are incorporated into this agreement.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

Alfred Benesch & Co.

2-24-17

DATE

Sign: 

Print: George Karmo, PE, BCEE

Title: Senior Vice President

City of Pontiac

2.24.17

DATE

Sign: Jane Bais DiSessa

Print: JANE BAIS DI SESSA

Title: Deputy Mayor



Purchasing Department

47450 Woodward, Pontiac, MI 48342 • (248) 758-3120

February 08, 2019

Alfred Benesch & Company
Attn: Mr. David Guastella, PE, Assistant Division Manager
615 Griswold Street, Suite 600
Detroit, MI 48226

Dear Mr. Guastella,

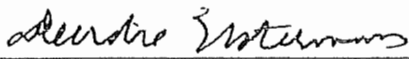
The City of Pontiac has elected to extend your existing contract with The City of Pontiac for "Professional Engineering Services" effective immediately. The new contract expiration date will be February 24, 2020. This letter will serve as our contractual agreement to extend the existing contract based on the terms and conditions as outlined in our agreement dated February 24, 2017.

Thank you for your continued service and dedication. Looking forward to working with you and your team another year. If you have any questions, or concerns, please call me at 248-758-3742

Sincerely,

CITY OF PONTIAC

 Date: 2/10/19
John V. Balint, DPW Director, City of Pontiac

I concur:  Date: 2/15/19
Deirdre Waterman, Mayor, City of Pontiac

Agreed:  Date: 2/12/19
David Guastella, PE, Assistant Division Manager, Alfred Benesch & Company



Purchasing Department

47450 Woodward, Pontiac, MI 48342 • (248) 758-3120

December 13, 2019

Alfred Benesch & Company
Attn: Mr. David Guastella, PE, Assistant Division Manager
615 Griswold Street, Suite 600
Detroit, MI 48226

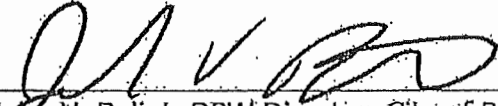
Dear Mr. Guastella,

The City of Pontiac has elected to extend your existing contract with The City of Pontiac for "Professional Engineering Services" effective immediately. The new contract expiration date will be February 24, 2021. This letter will serve as our contractual agreement to extend the existing contract based on the terms and conditions as outlined in our agreement dated February 24, 2017.

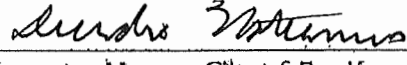
Thank you for your continued service and dedication. Looking forward to working with you and your team another year. If you have any questions, or concerns, please call me at 248-758-3742

Sincerely,

CITY OF PONTIAC


John V. Balint, DPW Director, City of Pontiac

Date: 12/28/19

I concur: 
Deirdre Waterman, Mayor, City of Pontiac

Date: 1/04/20

Agreed: 
David Guastella, PE, Assistant Division Manager, Alfred Benesch & Company

Date: 1/2/20



Purchasing Department

47450 Woodward, Pontiac, MI 48342 • (248) 758-3120

February 2, 2021

Alfred Benesch & Company
Attn: Mr. David Guastella, P.E., Sr. Vice President
615 Griswold Street, Suite 600
Detroit, MI 48226

Dear Mr. Guastella,

The City of Pontiac has elected to extend your existing contract with The City of Pontiac for "Professional Engineering Services" effective immediately. The new contract expiration date will be the later of February 24, 2022 or the date upon which all tasks and/or projects assigned to Alfred Benesch & Company are completed to The City of Pontiac's satisfaction. This letter will serve as our contractual agreement to extend the existing contract based on the terms and conditions as outlined in our agreement dated February 24, 2017.

Thank you for your continued service and dedication. We look forward to working with you and your team for another year. If you have any questions or concerns, please call us at 248-758-3742.

Sincerely,

City of Pontiac

Date: 2/5/2021

Dan Ringo, DPW Director, City of Pontiac

I concur: Deirdre Waterman

Date: 2/15/2021

Deirdre Waterman, Mayor, City of Pontiac

Agreed: David Guastella

David Guastella
Feb 9 2021 9:59 AM

Date: _____

David Guastella, P.E., Sr. Vice President, Alfred Benesch & Company

#6

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President, and City Council Members

FROM: Abdul H Siddiqui, PE, City Engineer

DATE: February 1, 2022

RE: Professional Engineering Services Contract Extension – Anderson, Eckstein & Westrick

The City of Pontiac Department of Public Works, Engineering Division, entered into as-needed contracts for Professional Engineering Services in February 2017 with five engineering consultancy firms. These contracts are necessary for the day to day function of the Engineering Division as well as the planning and execution of Capital Improvement Projects. The original contracts were signed for a duration of two years and have since been extended annually.

Funding for these contracts is budgeted based on anticipated need in the Engineering Department of the General Fund (Dept. 447), Major Street Fund (Fund 202), Local Street Fund (Fund 203), and Sanitation Fund (Fund 226) under the Engineering Services and Professional Services accounts.

Anderson, Eckstein & Westrick is a regional company headquartered in Shelby Township. They offer a full range of engineering and architectural services and have recently worked on the design and construction of the Hill St Resurfacing and the FDCVT Downtown Sidewalks projects.

It is the recommendation of the Department of Public Works, Engineering Division, that City Council approve a one-year extension of the City's Professional Engineering Services contract with Anderson, Eckstein & Westrick.

WHEREAS, The City of Pontiac's Professional Engineering Services contract with Anderson, Eckstein & Westrick is expiring on February 10, 2022, and;

WHEREAS, Anderson, Eckstein & Westrick's work performance for the City has been satisfactory and warrants a contract extension,

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to extend the Professional Engineering Services contract with Anderson, Eckstein & Westrick until February 24, 2023.

AHS

attachments

February 1, 2022

Anderson, Eckstein, and Westrick, Inc.

Attn: Mr. Scott Lockwood, P.E., Executive Vice President

51301 Schoenherr Road

Shelby Twp., MI 48315

Dear Mr. Lockwood,

The City of Pontiac (City) has elected to extend Anderson, Eckstein, and Westrick's (AEW) existing contract with the City for "Professional Engineering Services" effective immediately. The new contract expiration date will be the later of February 24, 2023 or the date upon which all tasks and/or projects assigned to AEW are completed to the City's satisfaction. This letter will serve as our contractual agreement to extend the existing contract based on the terms and conditions as outlined in our agreement dated February 10, 2017, amended to incorporate the City's acknowledgement of MCL Section 691.991.

Thank you for your continued service and dedication. We look forward to working with you and your team for another year. If you have any questions or concerns, please call us at 248-758-3615.

Sincerely,

City of Pontiac

_____ Date: _____

Abdul Siddiqui, P.E., City Engineer, City of Pontiac

I concur: _____ Date: _____

Tim Greimel, Mayor, City of Pontiac

Agreed: _____ Date: _____

Scott Lockwood, P.E., Executive Vice President, Anderson, Eckstein, and Westrick, Inc.



CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

- 1) Parties. The parties to this contract are the City of Pontiac, Michigan hereinafter referred to as the "City", and Anderson, Eckstein, and Westrick, Inc. hereinafter called the "Contractor".
- 2) Purpose. The purpose of this contract is for the City to engage the Contractor to provide Professional Engineering Services to the City (see Scope of Services below).
- 3) Scope of Services. The Contractor will provide all labor, materials, supplies, equipment and supervision to perform Professional Engineering Services in the City. The Contractor is to perform all work in accordance with generally accepted standards and practices.
- 4) General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in the Scope of Services (see Exhibit "A" below) and Additional Terms and Conditions (see Exhibit "B" below).
- 5) Consideration. As consideration for the performance of the services referenced in the Scope of Services (see Exhibits "A" & "B" below), the City agrees to compensate the Contractor as follows:

COST PROPOSAL

PROJECT DESIGN SERVICES

For improvement projects such as paving, water mains, sanitary sewers, storm sewers, sidewalks, street rehabilitation, traffic signal design, pump stations, parking lots, athletic fields and other related construction projects the proposed fee is:

1. Construction cost less than \$100,000 – Fee to be charged on an hourly basis for the various personnel as required in accordance with the hourly rate schedule, which is attached as Exhibit "A," or a negotiated lump-sum amount.
2. Construction cost more than \$100,000 (Local Projects) – Fee to be a percentage of construction cost in accordance with Curve "A" or Curve "B" of the American Society of Civil Engineers Manual No. 45 dated 1980 minus one half of one percent.
Curve "B" to apply for projects of average complexity.
Curve "A" to apply for projects of above-average complexity.
It is proposed that prior authorization be obtained from the City for use of Curve "A" on any project; otherwise Curve "B" will apply. Copies of the ASCE curves are attached as Exhibits B-1 and B-2.
3. Federal Aid Projects or SRF Project – Fee to be a percentage of construction cost in accordance with Curve "B" of the American Society of Civil Engineers Manual No. 45 dated 1980.

Included in these fees are preliminary services, topographical surveys, cost estimates, special assessment data, plans, specifications, bidding procedures through contract award.

CONSTRUCTION PHASE SERVICES

1. Construction staking fee for improvement projects as outlined in paragraph B above to be charged hourly in accordance with Exhibit "A".
2. Construction observation (inspection) services to be charged on an hourly basis in accordance with the hourly rate schedule as shown in Exhibit "A". Personnel involved in these services typically include Construction Observers on a full time basis and a Project Engineer, as required.
3. Testing laboratory services for bituminous and concrete projects, soil - or other specialized services will be subcontracted to qualified testing firms as required. The choice of testing firms will be subject to the approval of the City.

Fees for these specialized services will be billed as reimbursable with no added markup. These fees will be estimated and submitted to the City for authorization prior to work being performed.

SPECIAL PROJECTS

For right-of-way surveys, easement descriptions or other activities without a defined basis of payment described above, the fee is proposed to be charged hourly in accordance with Exhibit "A". No charges will be made for mileage or duplicating cost of plans and specifications.



CIVIL ENGINEERS SURVEYORS ARCHITECTS

Qualifications Professional Engineering Services City of Pontiac

COST PROPOSAL

EXHIBIT A - DISCOUNTED HOURLY CHARGE RATES

| <u>EMPLOYEE CLASSIFICATION</u> | <u>HOURLY CHARGE RATE</u> |
|--|---------------------------|
| PRINCIPAL ENGINEER / SURVEYOR / ARCHITECT | \$ 148.00 |
| SENIOR PROJECT ENGINEER / SURVEYOR / ARCHITECT | 135.00 |
| LICENSED ENGINEER / SURVEYOR / ARCHITECT | 122.00 |
| GRADUATE ENGINEER / SURVEYOR / ARCHITECT | 100.00 |
| TEAM LEADER | 100.00 |
| ENGINEERING AIDE III | 84.00 |
| ENGINEERING AIDE II | 75.00 |
| ENGINEERING AIDE I | 67.00 |
| ENGINEERING AIDE TRAINEE | 49.00 |
| SECRETARIAL (Special Projects) | 41.00 |
| SURVEY FIELD (3 PERSON CREW) | 202.00 |
| SURVEY FIELD (2 PERSON CREW) | 169.00 |
| SURVEY FIELD (1 PERSON CREW) | 132.00 |
| CONFINED SPACE ENTRY CREW (2 PERSON) | 195.00 |
| CONFINED SPACE ENTRY (EACH ADDITIONAL PERSON) | 65.00 |
| DATA COLLECTOR (SURVEY CREW) | 28.00 |
| GPS SURVEY EQUIPMENT | 70.00 |

EFFECTIVE JANUARY 2016 AND
UPDATED ANNUALLY TO REFLECT CPI

- 6) Period of Performance. This contract will begin at the time of execution and continue for two (2) years, with an option to renew at the City's discretion.
- 7) Method of Payment. Contractor will be paid 30 days after completion of work as outlined in the Scope of Services after submission of a valid invoice.
- 8) Applicable Law. This contract shall be governed by and construed in accordance with the laws of the City of Pontiac, State of Michigan and applicable federal laws.
- 9) Compliance with Laws. The Contractor understands that the City is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Michigan, and City of Pontiac laws and regulations, as now existing and as may be amended or modified.

The Contractor is responsible for instructing and training their employees in appropriate safety measures. Employees will be responsible for maintaining a safe work environment while completing their tasks.

- a) The Contractor shall comply with the Michigan Right to Know Law (Amendments to Act 154), which requires that all employers within the State comply with federal Hazard Communications Standards (C.F.R. 1910.1200) and certain additional guidelines as of February 25, 1987. These Standards specify that employers develop a written hazard communication program, which is to be made available for workers or their designated representatives.
 - b) The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act
 - c) The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the City against such liability.
- 10) Requirements contract. During the period of the contract, the Contractor shall provide all the services described in the contract. The Contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the Contractor if no services are required.

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor shall provide Professional Engineering Services.

Except as otherwise provided herein, Contractor shall furnish all labor, supervision and services necessary to properly execute and complete the work as described in the Professional Engineering Services Notice to Bidders dated October 24, 2016 and awarded in Section 5 and is considered part of this exhibit. In addition, the bid submitted by Anderson, Eckstein, and Westrick, Inc., signed by Roy C. Rose, President / CEO, shall provide the additional detail to Section 5.

The RFP is incorporated into this agreement.

Categories: notice of interest or bid

Good Afternoon,

Our firm is looking forward to bidding the Professional Engineering Services RFQ.


- Firm Name: Anderson, Eckstein and Westrick, Inc.
- Project Name: Professional Engineering Services
- Firm's Contact Person: Ashley Dawson
- Telephone Number: 586.726.1234
- Fax Number: 586.726.8780
- Email Address: adawson@aeWINC.com
- Postal Address: 51301 Schoenherr Road, Shelby Township, MI 48315

Thank you very much,

Ashley L. Dawson, BS Arch., MBA
Marketing Coordinator

Anderson, Eckstein, and Westrick, Inc.
51301 Schoenherr Road, Shelby Twp., MI 48315
Phone: 586-726-1234 Fax No: 586-726-8780
Email: adawson@aeWINC.com

Engineering Strong Communities

 Please consider the environment before printing this email.

NOTICE TO BIDDERS

The City of Pontiac will open sealed bids on Monday, October 24, 2016 at 2:00 p.m. prevailing local time in the City Hall Lion's Den conference room at 47450 Woodward Ave for:

Professional Engineering Services

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PONTIAC, CITY CLERK, 47450 Woodward Ave, Pontiac, MI 48342 by 2:00 PM, Monday, October 24, 2016. Envelopes should include the name and mailing address of the vendor on the outside and be plainly marked:

"Professional Engineering Services"

The City of Pontiac is seeking professional services to provide engineering services including engineering plan review services, design, construction engineering, contract administration services, MS 4 regulatory compliance assistance and other related engineering services. The contract will begin at the time of execution and continue for one (1) year with an option to renew for year two (2) and year three (3) at the City's discretion.

One or more qualified firms may be selected and services will be scheduled at the direction of the City of Pontiac on a per project basis.

The selected engineering firms shall primarily possess successful experience in the areas described in the Scope of Services. Knowledge of the City's codes, ordinances and engineering design standards is beneficial.

No proposal submitted may be withdrawn for at least ninety (90) days after the actual opening of the proposal.

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Pontiac website:

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

Please refer to the website for any addenda that may be issued. Respondents 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 mailed upon request.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids that it deems to best serve the interest of the City.

If you have any questions regarding this RFP, please contact the Purchasing Agent at (248) 758-3120 or send an email to MMcKenzie@pontiac.mi.us

If you have questions regarding the specifications, contact John Balint City Engineer at (248) 758-3615.

1. INSTRUCTIONS TO BIDDERS

1.1 Qualifications to be Received

Qualifications for Professional Engineering Services will be received at the Office of the City Clerk of the City of Pontiac, Michigan Monday, October 24, 2016 at 2:00 p.m., and immediately thereafter will be publicly opened and read.

Bidders MUST submit an original and three copies of the proposal. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested. Qualifications must be submitted in a sealed envelope and addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a response must be plainly marked on the outside as "Professional Engineering Services", and the envelope should bear on the outside the name of the respondent, his address, and the name of the project for which the response is submitted. If forwarded by mail, the sealed envelope containing the response must be enclosed in another envelope addressed to the City Clerk, City of Pontiac at 47450 Woodward Avenue Pontiac, MI 48342.

Qualifications will be received during regular business hours at the place and up to the time stated in the advertisement. Any extension in time will be by official notification. Responses may be delivered in person or mailed, but their delivery is the respondent's responsibility. Any response received after the stated hour, even through the mail, will be returned unopened to the respondent.

1.2 Examination of Bid Documents

Before submitting a qualifications proposal, respondents shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations.

1.3 Basis of Award

The intention of the City is to award the contract for this job to the most qualified applicant(s) whose skill set and past work history are equal to the task of completing the work in a satisfactory manner in the time period specified by the City. The successful respondents will show proof of at least five (5) years' experience in Professional Engineering Services. One or more qualified firms may be selected and services will be scheduled at the direction of the City of Pontiac on a per project basis.

1.4 Bid Bond

No Bid Bond required.

1.5 Pre-Proposal Meeting

No pre-proposal meeting required.

2. TERMS AND CONDITIONS

2.1. Laws and Municipal Ordinances, Permits

The respondent be fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or equipment and materials used in the work, and all others and any decrees of bodies or tribunals having any jurisdiction or authority over the same. The respondent shall at all times observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the laws of the State of Michigan, City ordinances, as well as all other bodies having jurisdictional authority.

The Contractor shall be responsible for obtaining and paying for any and all permits that may be required for this project and shall be responsible for arranging all required inspections if needed.

2.2. Non-Discrimination

The respondent agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act no. 220, Public Act of 1976, as amended and all other applicable federal, state and local laws and regulations. Specifically, Bidders and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

2.3. Indemnification

The Contractor shall indemnify, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan, to the extent no greater than its relative degree of fault.

2.4. Jurisdictional Authority

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful respondent consents to the jurisdiction and venue of the courts in Oakland County, Michigan and of the United States District Court for the Eastern District, Southern Division.

2.5 Severability

The successful respondent will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

2.6 Income Taxes

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3235, 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:

- a. Pontiac resident employees regardless of where they work for the employer; and
- b. Nonresident employees for work performed in the City.

Contractor is also required to file Pontiac income tax returns and to report and pay income tax on the net profits earned by the contractor in the City of Pontiac. Contractor is not eligible for the award if they have not filed or paid corporate and employee income tax to the City of Pontiac.

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

2.7 Compensation and Payment

All invoices submitted against the contract must identify the work performed in detail. Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice(s) to the City. Invoices must meet the following conditions for payment:

- a. Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- b. Contractor must submit price lists in accordance with bid requirements.
- c. All invoices will be original.
- d. Invoices will prominently display the requisition or purchase order number, if applicable.
- e. Invoices will be signed by the individual responsible for authorizing contract payments for the City of Pontiac.

Original invoice must be submitted to the City of Pontiac, Attn: Accounts Payable.
Payment Terms – Net 30.

2.8 General Conditions

It is the responsibility of the respondent to review General Conditions as specified.

All funds must be quoted in US dollars

2.9 Quotations/Proposals

Bidders MUST submit an original and three copies of the bid quotation/proposal. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested.

The submittal should address all of the points outlined in this RFQ. The document is to be prepared simply and economically, providing a straight-forward, concise description of the Firm's capabilities to satisfy the requirements of the RFQ. Highlight any parts that reflect the Firm's unique philosophy or insight regarding its approach to serving as the City's Professional Engineering Services and how this approach will positively impact the successful completion of a variety of projects.

The statement of qualifications' document should not exceed twenty (20) pages in length, excluding covers, table of contents, dividers, required forms, resumes, certifications and affiliations, references and insurance documentation. To simplify the review process and to obtain the maximum degree of comparability, the submittal will include the following information and will be organized in the order and manner specified below. While additional data may be presented, the following subjects must be included. They represent the criteria against which the submittals will be evaluated.

2.10 Minor Deviations

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation or services rendered. Other products and/or services may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations may be grounds for rejection of your bid.

The decision of the City of Pontiac, acting through the Purchasing Agent, shall be final as to what constitutes acceptable deviations from specifications.

2.11 Bonds and Insurance

Receipt of bonds and/or insurance is part of the process of determining which respondent may be recommended for award to the City Administrator. If cause is found to change the recommendation that your company be awarded the contract, or if the City Administrator does not approve the recommendation, the City shall not be liable for any costs incurred by you in the bid process, including the cost of acquiring bonds and/or insurance.

The Contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to City of Pontiac. The limits required below do not limit the liability of the Contractor. All deductibles and SIFs are the responsibility of the Contractor.

Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance: The Contractor shall procure and maintain said insurance during the life of this contract, for: Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 1,000,000 per occurrence and aggregate. 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, if not already included.

Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 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.

Additional Insured: Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be **Additional Insureds:** 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 thereof. 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.

Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is 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: Risk Manager, City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342."

Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time 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.

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

2.12. Performance Bond

No bond shall be required.

2.13. Payment Bond

No payment bond shall be required unless the City agrees to subcontract.

2.14. Subcontracting

The City of Pontiac will not allow subcontracting for this agreement unless a request to do so is made by the City. All persons working on this project shall be employees of the Bidder as defined by law.

3. DESCRIPTION OF SERVICES

3.1. GENERAL

The City of Pontiac is requesting Qualification Statements for the purpose of issuing a Contract for Professional Engineering Services. They are to complete the following scope of services:

3.2. SCOPE OF WORK

The City of Pontiac is seeking Professional Engineering Services for engineering plan review, design, construction engineering, MS-4 regulatory compliance assistance and contract administration services. Services will be administered on a per project basis and will be scheduled at the direction of the City of Pontiac. The engineering firm shall perform professional services, including but not limited to, the following:

The selected engineering firm(s) shall perform plan review services for private development projects relative to local roads, and storm drainage for general compliance with City of Pontiac ordinances and applicable standards. The selected firm(s) will need to coordinate efforts with the Oakland County Water Resource Commissioner's Office on many projects. The selected engineering firm(s) may be requested to also perform professional services related to the survey, construction inspection, design and construction of local and major roads, including traffic signal design (MDOT prequalified) and traffic modeling application/review with software such as SYNCHRO, CORSIM, RODEL, VISSIM, bridges, storm drainage systems, sidewalk and projects that may include bio-engineering, stream restoration, improvements that benefit surface water quality, habitat enhancements and other projects that could potentially be funded through the GLRI.

The firm must be knowledgeable and demonstrate proficient in performing professional services that involve Federal, State or County criteria and regulations, as well as local

engineering standards, MS-4 regulations and compliance, and adopted road policies and procedures for processing special assessment districts.

The City reserves the right to interview any number of qualifying firms as part of the evaluation and selection process. The decision as to which proposer to contact (if any) will be based upon the most qualified, capable, experienced and cost effective proposer(s) as determined in the evaluation process. The lowest price proposal may not have a direct bearing on the final selection. The City of Pontiac reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints.

3.3 SCOPE OF SERVICES

3.3.1 Commercial and Condominium Construction Plan Review:

- The Consultant shall perform a technical review of the pre-preliminary, preliminary and final site plan to verify engineering conformance with the adopted engineering standards of the City of Pontiac. The Consultant shall report, in writing, to the City of its findings pursuant to the technical review. This may require the Consultant to attend the City's Development Review Committee Meeting, which is typically schedule once a month.
- Technical services shall consists of a review of the site plan, tree removal plan and landscape plan for compliance with grading, storm sewers, flood plains, wetlands drainage patterns, detention or retention facilities, sidewalks and local and major roads standards including traffic related impacts, set by the City. Review of the tree removal plan and landscape plan is limited to identifying the impacts of the trees and landscaping on the existing and proposed site utilities. Review shall also include an assessment of compliance with utility districts and master plans for utilities and roadways.

3.3.2 Platted Subdivision Plan Review:

- The consultant shall provide a technical review of the tentative preliminary, preliminary and final plat for subdivisions to verify conformance with the adopted engineering standards of the City of Pontiac. The Consultant shall report, in writing, to the City of its findings pursuant to the technical review.
- Technical services shall consist of a review of the tentative preliminary plat or final preliminary plat, slope gradient sketch, drainage pattern sketch, tree removal plan and landscape plan for compliance with grading, storm sewers, flood plains, wetlands drainage patterns, detention or retention facilities, sidewalks, and local and major road standards including traffic related impacts. Review of the tree removal plan and landscape plan is limited to identifying the impacts of the trees and landscaping on the

existing and proposed site utilities. Review shall also include an assessment of compliance with master plans for utilities, pathways and roadways.

3.3.3 Construction Plan Review:

- The Consultant shall perform a technical review of the detailed construction engineering drawings, the opinions of the probably cost and supporting documentation for compliance with grading, storm sewers including innovative designs that address water quality, water quantity and discharge rate controls, drainage patterns, detention or retention facilities, footings and retaining walls, sidewalks, and local and major roads standards, including traffic issues set by the City. The Consultant shall report, in writing, to the City of its findings pursuant to the technical review of the detailed construction drawings and the opinion of probable cost.
- Technical services shall consists of a review of the detailed engineering drawings, profiles, construction details, tree removal plan and landscape plan for compliance with grading, storm sewers, drainage patterns, flood plains, wetlands, detention or retention facilities, sidewalks, pathways, and local and major roads standards set by the City, County or State. Review shall include an evaluation of the calculations for the detention or retention basin design and the approval of the emergency flood route. Also, review of the flood plain analysis/HEC-RAS Model to determining accuracy and effectiveness of analysis shall be included. Review of the tree removal plan and landscape plan is limited to identifying the impacts of the trees and landscaping on the existing and proposed site utilities.
- Technical services shall also consist of a review of the construction engineering plans for compliance with other agencies standards and requirements for permit processing for water main and sanitary sewer extensions, relocations or rehabilitation that may be affected by the proposed site development such as Oakland County, Oakland County Water Resources, MDOT or RCOC and Michigan Department of Environmental Quality.

3.3.4 Construction As-Built Plan Review:

- The Consultant shall perform a technical review of the as built drawings prepared by others for completeness, accuracy and compliance with the standards of the City. The Consultant shall use the checklist provided by the City as a minimum guideline for review of the as built drawings. The Consultant shall report, in writing via the checklist and marked drawings, to the City of its findings of the condition of the as built drawings, including a listing of all identified deficiencies and significant deviations from design/permit plans.
- The Consultant may be asked to attend site plan review sessions conducted by City staff, attend as requested pre-construction meetings conducted by the City to assist with the working knowledge of the project, and be available for consultation regarding the engineering plans either from the City staff, developer, outside agencies or other

consultants. The Consultant shall also coordinate with reviews of other Consultants employed by the City to minimize conflict and redundancy.

3.3.5 Grant Assistance

The Consultant will provide assistance as deemed necessary, to assist the City in pursuing grant funding opportunities, and/or other funding sources that support the City, and Department of Public Services. The Consultant may be required to provide assistance that includes, but is not limited to: preparing letters of interests on behalf of the City, grant writing services, or any other services that may be required to complete an application as it relates to pursuit of a grant and/or other funding sources available. The City will be responsible for administering the grants after award.

Services required may include, but not be limited to:

- If considered necessary, on-site attendance of meetings as scheduled by the City in order to understand the City's needs and goals and provide periodic updates.
- Provide advice to the City on the advisability of pursuing a specific grant and the likelihood of success.
- Consult with City staff on the roles they will play in cooperation with the vendor in preparing the proposals.
- Coordinate with City staff and develop timelines for completion of tasks and who is assigned to each task to be completed.
- Research, write and prepare forms necessary for submission of each grant, including the development of textual narrative, budget sections, and supporting documentation.
- Deliver to the City a first-draft proposal for each agreed-upon project no less than twenty-one (21) calendar days prior to grant submission deadline, if reasonable.
- Deliver to the City a final agreed-upon version of the documentation by electronic copy or other approved method no less than five (5) days after final approve received.

3.4 Engineering Services

3.4.1 Survey

The consultant shall provide all services to obtain complete background data from the site location, including, but not limited to, property corners and survey monument, benchmarks, topographic information and location of all underground utilities in sufficient quantity and extent to be used as a base map for the preliminary and final design. Included is mapping of wetlands, flood plains, trees and other environmental elements that may impact design, excluding an Environmental Site Assessment (ESA).

3.4.2 Preliminary Design

The consultant shall from the survey data, develop preliminary plans to address the project at a scale of 1"=40' for roads and 1" = 50' for utilities (unless metric is required by an agency of jurisdiction). The plans shall include soils data (provided by others), alignment, all layout and survey controls, quantities, and sufficient detail to fully describe the project and extent of work to be done by the contractor. Development of the preliminary plans will involve contact and meetings with City officials, employees and the public affected by the project. The consultant shall also conduct informational meetings with the public as needed for the project.

3.4.3 Final Design

The consultant shall gather review comments from the City, its agents, employees, the public, utility companies and other agencies affected by the project and compile the data to use in completing the design of the project. Detailed construction plans, including specifications for construction and standard details shall be created for the project. The firm shall provide a detailed construction estimate of costs, along with all bid/contract documents and plans in an electronic format acceptable to the City. The consulting firm shall provide sufficient hard copies of bid documents and plans as required by the City.

The consultant shall also apply for all permits needed for the project on behalf of the City.

The consultant shall also identify the need for all temporary or permanent easements, as well as any required rights-of-way for the project. The consultant shall develop the legal descriptions and sketches for all required easements or road rights-of-way.

3.5 Construction Engineering and Contract Administration Services

Layout:

Construction survey layout services will consist of staking for line and elevation of specific contract items such as edge drain, curb and gutter, ditches, culverts, underground utilities, pavement sections and witnessing and verifying monument locations. Survey shall also include location of property corners and monuments, as well as resetting these markers as needed for the project.

Inspection:

Daily observation, as needed, will be requested on days when significant construction work is occurring. Daily field reports will be prepared documenting pay item quantities and general progress for the day. Checking line and elevation for compliance with project specifications and maintaining regular communication with City staff throughout

the construction phase of a project will also be requested as part of the inspector's regular responsibilities.

Construction Engineering:

These services shall consist of part-time project engineering services. The services shall include attending the preconstruction meeting and site visits by a project engineer to oversee and supervise the inspector. The engineer will be responsible for ordering appropriate materials testing, reviewing progress payments and resolving any interpretations or problems, which may arise with the plans and specifications. The engineer will review shop drawings for materials supplied for conformance with the design concept and compliance with the contract documents. The engineer will preside over bi-weekly progress meetings (if required by the City) and prepare meeting minutes.

Contract Administration

This service shall consist of providing assistance as needed during the bidding and awarding phases of a project, the preparation of monthly construction pay estimates in a timely manner to meet project deadlines for estimate approval, review of contractor's construction progress for compliance with the approved project schedule, verification of the contractor's certified payroll, interviews, and change order preparation, if required. The project engineer will be responsible to resolve all complaints and contractor's claims for extra compensation. On project involving State or Federal funds, the engineer shall provide a final report on the project in the format required by the agency of jurisdiction.

Construction Testing:

Construction testing services shall be performed by the consultant, or a sub-consultant selected by the consultant. The project engineer will be responsible to coordinate and schedule testing services as needed for the work.

As-Builts

As-Built plans will consist of final and approved drawings showing any significant field changes to underground utilities and/or structures, including but limited to, final measured quantities and witness tips to all utility structures.

Environmental and Geotechnical Engineering:

Provide quarterly monitoring at the Collier Road Landfill for both methane and groundwater, as required under Michigan solid waste regulations, as well as providing additional as-needed environmental engineering consulting services.

Architectural Services

Conceptual studies and renderings, renovation and repair for City owned property.

Quarterly Groundwater & Methane Monitoring Reports

Preparation of the quarterly groundwater monitoring reports, in accordance with the site's Hydro geologic Monitoring Plan, will be needed. This includes preparing

groundwater elevation contour maps, performing statistical analysis of the groundwater quality data, and compiling the necessary reports for submittal to the MDEQ. The groundwater sampling and analysis will continue to be performed by TestAmerica Laboratories, Inc. (TAL), under separate contract with the City of Pontiac. TAL will provide the field and laboratory data to the Consultant following each quarterly sampling event.

According to the current monitoring plan, the First and Third Quarter are considered "assessment monitoring" events, which entailed an extended list of monitoring parameters and associated reporting/evaluations. Therefore, these quarterly events entail somewhat more effort to complete than the Second and Fourth Quarters.

Additional services may include the preparation of the quarterly methane monitoring reports, in accordance with the Methane Gas Management Plan. This includes reviewing and tabulating the field data, and compiling a letter report for submittal to the MDEQ. Field measurements will be performed by TAL, under separate contract with the City of Pontiac, and the field data will be provided to the Consultant following each quarterly sampling event.

As-Needed Geotechnical and Environmental Engineering Services

Provide additional environmental engineering services related to the landfill monitoring, closure activities or general needs at the request of the City of Pontiac. Additional necessary services may include site visits and inspections, responding to MDEQ correspondence, or additional field measurements or sampling.

4. NON-ASSIGNMENT OR TRANSFER

The service provided for under the Contract shall not be sub-contracted, assigned or transferred by the Contractor.

5. CITY RULES

Employees of Contractor shall comply with all instructions, and building regulations issued by representatives of the City of Pontiac.

6. TERM OF CONTRACT

The contract will begin at the time of execution and continue for one (1) year with an option to renew for years two (2) and year three (3) to renew at the City's discretion.

The consultant shall disclose all projects for private development that may be in conflict with other City projects before execution of the contract.

The City's acceptance of a proposal and approval of the award of a contract shall not constitute a formed contract and the acceptance of a proposal and award of a contract shall be contingent.

and conditioned upon the parties' entry into and execution of a written agreement acceptable to the City.

7. PROGRESS PAYMENTS/RETAINAGE

This contract is not subject to progress payments or retainage.

8. PAYMENTS TO CITY

No payments required.

THIS ENDS THE ABOVE SECTION

FOLLOWING PAGES ARE BID PROPOSAL FORM AND SAMPLE CONTRACT

FORM OF PROPOSAL

To: City of Pontiac, Michigan _____, 2015
To All Here Present:

Having carefully examined the bid for the proposed work, and being fully informed in regard to the conditions to be met in the prosecution and completion of the work, and having read and examined the Instructions to Bidders, Agreement, Bonds, General Conditions, Plans and Specifications pertaining to this work and agreeing to be bound accordingly, the undersigned proposes to furnish all the materials, labor, and other equipment as necessary in full accordance with and conformity to the plans and specifications for this work now on file in the office of the City's at and for the following named prices, to wit:

THIS BID PROPOSAL MUST BE SUBMITTED BACK TO THE CITY OF PONTIAC IN ITS ENTIRETY AS PART OF THE CONTRACTORS BID SUBMISSION. MAKE SURE THAT ALL PAGES ARE COMPLETELY FILLED OUT AND THAT ALL INFORMATION REQUESTED IS COMPLETE. FAILURE TO DO SO MAY BE CAUSE TO REJECT YOUR BID PROPOSAL. IF A BID IS NOT BEING SUBMITTED FOR A PARTICULAR AREA OF WORK, PLEASE MARK "NO BID" IN THE APPROPRIATE SPACE.

UNDERSTANDING OF SERVICE

These guidelines are provided to assist firms submitting in response to this Request for Proposal in formulating a thorough response. The successful firm ensures and understands that:

1. All licenses required by the State of Michigan are to be maintained by the firm during the course of the contract.
2. All required insurances are to be maintained by the firm during the course of the contract.
3. The firm will provide a single point of contact for the duration of the contract.
4. The firm will comply with administrative procedures of the City.
5. The firm will meet with applicable City departments and consultants to review specific concerns or issues.
6. The firm shall perform with a consistent team.
7. The firm shall attend meetings as requested.
8. The firm shall apply for all permits needed for the project(s) on behalf of the City or agency of jurisdiction.
9. The firm shall provide status sheets periodically to City.

Selection Criteria:

Proposals will be evaluated and ranked. The City of Pontiac reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more firms. The firm(s) selected will be chosen on the basis of the apparent greatest benefit to the City, including but not limited to:

1. *Responsiveness to Objectives/Methodology*—The firm shall provide a work program that expressly addresses the objectives identified in the Request for Proposals. The selection committee will determine how well the proposed work program benefits/assists the objectives of the City.
2. *Experience and Qualifications*—The firm must have personnel who have experience with the professional engineering services described herein, as well as experience in working with municipal governments or public entities. Provide information on technical training, experience, and education of ONLY the personnel who will be assigned to the City's projects.
3. *Capacity*—Enumeration of the firm's capability to accomplish projects with its present work force. Firms should clearly identify all disciplines available within the firm and those that will be subcontracted to others. List the subcontracted firms that will be involved in the project. Provide for each firm the scope of responsibility. Based on current and anticipated workloads, provide estimated turnaround times for the City's project.
4. *Comparable Projects*—Provide a list of comparable projects/services (minimum of 5; maximum of 10 public sector clients) that have been successfully completed by your firm within the past 3 years and a contact person (name, address, title, responsibility, and phone number) for each project.
5. *Cost Proposal*—Present cost proposal defining hourly rates for all personnel and/or services fee schedule. Provide any estimated direct expenses and an itemization of services and related fees, including all additional charges, i.e., travel, lodging, meals and other out-of-pocket expenses (clearly define) that may be incurred under this contract.

Fees for attendance at meetings shall be separate from hourly rates for other engineering services. Meetings could include developer requested meetings, Planning Commission meeting attendance and/or City progress meetings.

Explain how subcontracted tasks will be billed. Include the multiplier for all personnel as well as subcontracted staff.

The City reserves the right to interview any number of qualifying firms as part of the evaluation and selection process. The decision as to which proposer to contact (if any) will be based upon

the most qualified, capable, experienced and cost effective proposer(s) as determined in the evaluation process. The lowest price proposal may not have a direct bearing on the final selection. The City of Pontiac reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints.

Clear and concise proposals will be considered an asset to a submission. Elaborate, lengthy or redundant proposals, beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

CITY OF PONTIAC - BID PROPOSAL

I, the undersigned, propose to provide services proposed in this contract as per specifications supplied by the City of Pontiac. No contract is active until a purchase order is issued to the successful bidder.

I further propose to deliver the above-described services for the City of Pontiac in first class operating manner in accordance with all specifications contained herein subject to purchaser's inspection of services performed.

I attest that the bid includes all information necessary for the City of Pontiac to accept bid.

NAME, ADDRESS AND PHONE NUMBER:

Anderson, Eckstein, and Westrick, Inc., 51301 Schoenherr Rd

Shelby Township, MI 48315

Dated and signed at Shelby Twp., MI on 10-24-16
(City) (Date)

Name of Bidder: Roy C. Rose, PE, EXW

Address of Bidder: 51301 Schoenherr Rd, Shelby Township, MI 48315

By: Roy C. Rose Title: President / CEO

Office # 586-726-1234 Cell # 586-855-9550

FAX# 586-726-8780 FEDERAL TAX I.D. NUMBER (38-1904829)

EXHIBIT "B"

ADDITIONAL TERMS AND CONDITIONS

- 1) Attorneys' fees and expenses. Subject to other terms and conditions of this contract, in the event the Contractor defaults in any obligation under this contract, the Contractor shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the City in enforcing this contract or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the City be obligated to pay any attorneys' fees or costs of legal action to the Contractor.
- 2) Authority to contract. The Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this contract; (b) that it is qualified to do business and in good standing in the State of Michigan; (c) that entry into and performance under this contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this contract.
- 3) Confidential information. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of the City shall result in the immediate termination of this contract.
- 4) Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that the City of Pontiac is a public City of the State of Michigan and is subject to the laws regarding confidentiality. If a public records request is made for any information provided to the City pursuant to the contract, the City shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the contract shall be liable to the other party for disclosures of information required by court order or required by law.
- 5) Contractor personnel. The City shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the City reasonably rejects staff or subcontractors, the Contractor shall provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor. Contractor personnel are subject to background checks by the Oakland County Sheriff Department and shall comply with all requirements as outlined in the Request for Quote.
- 6) Insurance. The Contractor shall not commence work under this contract until it has obtained the required insurance under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with carriers acceptable to the City of Pontiac:
 - a) 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.

- b) Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance or Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. 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.
- c) 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 \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d) 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.
- e) Cancellation Notice: All policies described above shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City Administrator for the City of Pontiac.
- f) Insurance Certificates: The Contractor shall submit a copy of the Contractor's standard insurance certificate with their bid.
- g) Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time the contracts are returned for execution, certificates for all coverage listed above.
- i) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance
- ii) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance, Garage Liability Insurance and Garage keepers Legal Liability Insurance;
- iii) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- iv) If so requested, certified copies of all policies mentioned above will be finished.
- h) Expiration of Policies: If any of the above coverage lapses 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.
- i) Indemnification: To the extent permitted by law, the towing Contractor shall indemnify and hold the City harmless of and from all claims, losses, liability, demands, costs, loss of service, expense, and compensation on account of or in any way growing out of any damage, including, but not limited to, bodily injury or property damage which may result from the towing Contractor's towing services, In

addition, the towing Contractor shall cover all costs incurred by the City in defense of any litigation covered under this letter of contract, including attorney fees and court costs.

- j) Insurance companies, named insureds and policy forms shall be subject to the approval of the Pontiac Department of Public Works. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions, which reduce coverage provided to the City of Pontiac. Contractor shall be responsible to the City of Pontiac or insurance companies insuring the City of Pontiac for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Pontiac Finance Department with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Finance Department.
 - k) No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Finance Department. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Finance Department with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Pontiac Finance Department, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.
- 7) Ineligibility and suspension. The Contractor certifies to the best of its knowledge and belief, that it: (a) is not presently ineligible, suspended, proposed for ineligibility, declared ineligible, or voluntarily excluded from covered transaction by any federal department or the City or any political subdivision of the City or the State of Michigan; (b) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (c) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 8) Disclosure of confidential information. In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this contract.
- 9) Exceptions to confidential information. The Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which: (a) is rightfully known to the recipient prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later

becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party's prior written consent.

10) Default. If the Contractor:

- a) Fails to supply complete labor and supervision in sufficient time and quantity to meet the City's progress schedule, as it may be modified;
- b) Causes stoppage or delay of, or interference with, the project;
- c) Fails to promptly pay its employees for work on the project;
- d) Fails to pay worker's compensation or other employee benefits, withholding or any other taxes;
- e) Fails to comply with the safety provisions of the Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project;
- f) Makes unauthorized changes in supervisory personnel;
- g) Fails in performance or observance of any of the provisions of the contract;
- h) Files a voluntary petition in bankruptcy or is adjudicated insolvent;
- i) Obtains an order for relief under Section 301 of the Bankruptcy Code;
- j) Files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors;
- k) Or seeks or consents to or is acquiescent in the appointment of a trustee, receiver or liquidator of any of its assets or property;
- l) Makes an assignment for the benefit of creditors; or
- m) Makes an admission, in writing, of its inability to pay its debts as they became due;

Then City, after giving Contractor written or oral (subsequently confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

- a) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
- b) Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder;

- i) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and
 - ii) Recover all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.
- 11) Failure to enforce. Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
- 12) Final payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the Contractor shall execute and deliver to the City a release of all claims against the City arising under, or by virtue of, the contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the City's claims against the Contractor under this contract.
- 13) Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, and acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the contract.
- 14) Indemnification. To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this contract. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the City's concurrence, which the City shall not unreasonably withhold.
- 15) Independent contractor status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained

herein shall be deemed or construed by the City, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or the Contractor hereunder creates, or shall be deemed to create, a relationship other than the independent relationship of the City and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City or the State of Michigan. Neither the Contractor nor its employees shall, under any circumstances be considered servants, agents, or employees of the City and the City shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The City shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to the Contractor. Further, the City shall not provide to the Contractor any insurance coverage or other benefits, including worker's compensation, normally provided by the City for its employees.

- 16) No limitation of liability. Nothing in this contract shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.
- 17) Notices. All notices required or permitted to be given under this contract shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the Pontiac City Clerk's Office to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: Anderson, Eckstein, and Westrick, Inc., 51301 Schoenherr Rd.,
Shelby Township, MI 48315

For the City: City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342

- 18) Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the City and agreed to by the Contractor.
- 19) Ownership of documents and work papers. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.
- 20) Priority. The contract consists of this contract with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this contract with exhibits and, if still unresolved, by reference to the bid. Omission of any term or obligation from this contract shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

- 21) Quality control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.
- 22) Record retention and access to records. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three years after final payment is made under this contract and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.
- 23) Recovery of money. Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.
- 24) Right to audit. The Contractor shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Michigan Office of the State Auditor, its designees, or other authorized bodies.
- 25) Right to inspect facility. The City may, at reasonable times, inspect the place of business of the Contractor or any subcontractor, which is related to the performance of any contract awarded by the City.
- 26) Severability. If any part of this contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- 27) City property. The Contractor will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.
- 28) Termination for convenience clause.
 - a) The City reserves the absolute right to terminate the contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Contractor. The City has the right, upon its sole discretion only, to terminate the contract with cause by giving notice to the Contractor of such termination, specifying the effective date thereof, at least fourteen (14) days before the effective

date of such termination, and the Contract shall terminate in all respects as if such date were the date originally given for the expiration of the Contract.

- b) The Contractor shall be liable to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and any costs the City might incur enforcing or attempting to enforce the Contract, and the City may pursue legal remedies in the collection of fees to compensate for the damages sustained by the City.
- c) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State of Michigan. The Contractor shall still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

29) Termination for default clause.

- a) Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, the City may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.
- c) Compensation. Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- d) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State of Michigan and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by

the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience." (As used in this paragraph, the term "subcontractor" means subcontractor at any tier).

- e) **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience by the City, be the same as if the notice of termination had been issued pursuant to such clause.
 - f) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- 30) **Termination upon bankruptcy.** This contract may be terminated in whole or in part by the City upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit of its creditors. In the event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
- 31) **Third party action notification.** The Contractor shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this contract.
- 32) **Unsatisfactory work.** If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City of Pontiac, the Contractor shall, on being notified by the City, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.
- 33) **Performance.** Failure to perform or complete work according to the agreed upon project schedule/deadline may result in the reassigning of that work to another consultant for completion and may affect the assignment of future work.
- 34) **Waiver.** No delay or omission by either party to this contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults.

35) Taxes and Contributions. The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the City from and against the payment of:

- a) Contractor agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan 48342, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractors will require the same of all subcontractors employed to perform any work in the City of Pontiac.

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

- a. Pontiac resident employees regardless of where they work for the employer; and
- b. Nonresident employees for work performed in the City.

Contractor is also required to file Pontiac income tax returns and to report and pay income tax on the net profits earned by the contractor in the City of Pontiac.

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

- b) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed or engaged in the work to be performed and furnished under this contract.
- c) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of this work or the acquisition, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.
- d) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Contract.

36) Bonds. The Contractor is required to execute bonds, with sureties acceptable to the City, as identified in the specifications, all of which are incorporated into this agreement.



Purchasing Department

47450 Woodward, Pontiac, MI 48342 • (248) 758-3120

February 08, 2019

Anderson, Eckstein, and Westrick, Inc.
Attn: Mr. Scott Lockwood, PE, Vice President
51301 Schoenherr Rd.
Shelby Township, MI 48315

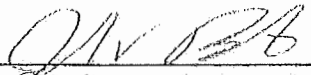
Dear Mr. Lockwood,

The City of Pontiac has elected to extend your existing contract with The City of Pontiac for "Professional Engineering Services" effective immediately. The new contract expiration date will be February 10, 2020. This letter will serve as our contractual agreement to extend the existing contract based on the terms and conditions as outlined in our agreement dated February 10, 2017.

Thank you for your continued service and dedication. Looking forward to working with you and your team another year. If you have any questions, or concerns, please call me at 248-758-3742


Sincerely,

CITY OF PONTIAC




John V. Balint, DPW Director, City of Pontiac

Date: 2/8/19

I concur: 

Deirdre Waterman, Mayor, City of Pontiac

Date: 2/15/19

Agreed: 

Scott Lockwood, PE, Vice President, Anderson, Eckstein, and Westrick, Inc.

Date: 3/1/19



Purchasing Department

47450 Woodward, Pontiac, MI 48342 • (248) 758-3120

December 13, 2019

Anderson, Eckstein, and Westrick, Inc.
Attn: Mr. Scott Lockwood, PE; Vice President
51301 Schoenherr Rd.
Shelby Township, MI 48315

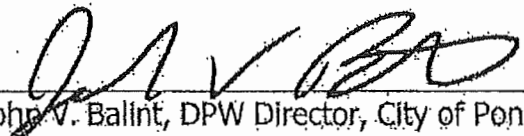
Dear Mr. Lockwood,

The City of Pontiac has elected to extend your existing contract with The City of Pontiac for "Professional Engineering Services" effective immediately. The new contract expiration date will be February 10, 2021. This letter will serve as our contractual agreement to extend the existing contract based on the terms and conditions as outlined in our agreement dated February 10, 2017.

Thank you for your continued service and dedication. Looking forward to working with you and your team another year. If you have any questions, or concerns, please call me at 248-758-3742

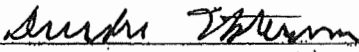
Sincerely,

CITY OF PONTIAC



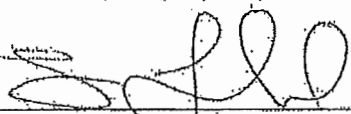
John V. Ballint, DPW Director, City of Pontiac

Date: 12/28/19

I concur: 

Deirdre Waterman, Mayor, City of Pontiac

Date: 12/29/20

Agreed: 

Scott Lockwood, PE; Vice President, Anderson, Eckstein, and Westrick, Inc.

Date: 1/2/20



Purchasing Department

47450 Woodward, Pontiac, MI 48342 • (248) 758-3120

February 2, 2021

Anderson, Eckstein, and Westrick, Inc.
Attn: Mr. Scott Lockwood, P.E., Executive Vice President
51301 Schoenherr Road
Shelby Twp., MI 48315

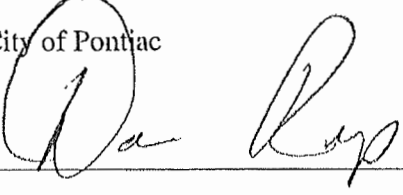
Dear Mr. Lockwood,

The City of Pontiac has elected to extend Anderson, Eckstein, and Westrick's existing contract with The City of Pontiac for "Professional Engineering Services" effective immediately. The new contract expiration date will be the later of February 10, 2022 or the date upon which all tasks and/or projects assigned to Anderson, Eckstein, and Westrick are completed to The City of Pontiac's satisfaction. This letter will serve as our contractual agreement to extend the existing contract based on the terms and conditions as outlined in our agreement dated February 10, 2017.

Thank you for your continued service and dedication. We look forward to working with you and your team for another year. If you have any questions or concerns, please call us at 248-758-3742.

Sincerely,

City of Pontiac

 _____ Date: 2/3/2021

Dan Ringo, DPW Director, City of Pontiac

I concur:  _____ Date: 2/11/2021

Deirdre Waterman, Mayor, City of Pontiac

Agreed: _____ Date: 2/12/2021

Scott Lockwood, P.E., Executive Vice President, Anderson, Eckstein, and Westrick, Inc.

#7

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President, and City Council Members

FROM: Abdul H Siddiqui, PE, City Engineer

DATE: February 1, 2022

RE: **Professional Engineering Services Contract Extension – Hubbell, Roth & Clark**

The City of Pontiac Department of Public Works, Engineering Division, entered into as-needed contracts for Professional Engineering Services in February 2017 with five engineering consultancy firms. These contracts are necessary for the day to day function of the Engineering Division as well as the planning and execution of Capital Improvement Projects. The original contracts were signed for a duration of two years and have since been extended annually.

Funding for these contracts is budgeted based on anticipated need in the Engineering Department of the General Fund (Dept. 447), Major Street Fund (Fund 202), Local Street Fund (Fund 203), and Sanitation Fund (Fund 226) under the Engineering Services and Professional Services accounts.

Hubbell, Roth & Clark is a regional company headquartered in Bloomfield Hills just outside the Pontiac city limit. They offer a full range of engineering and architectural services and have been instrumental in the preparation of successful applications for grants and Federal funding on behalf of the City. They were also the design and construction engineers for the Walton Blvd Rehabilitation and the innovative Vanguard Drive Reconstruction projects.

It is the recommendation of the Department of Public Works, Engineering Division, that City Council approve a one-year extension of the City's Professional Engineering Services contract with Hubbell, Roth & Clark.

WHEREAS, The City of Pontiac's Professional Engineering Services contract with Hubbell, Roth & Clark is expiring on February 24, 2022, and;

WHEREAS, Hubbell, Roth & Clark's work performance for the City has been satisfactory and warrants a contract extension,

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to extend the Professional Engineering Services contract with Hubbell, Roth & Clark until February 24, 2023.

AHS

attachments

February 1, 2022

Hubbell, Roth & Clark, Inc.

Attn: Mr. Charles E. Hart, P.E., Vice President

555 Hulet Drive

Bloomfield Hills, MI 48303

Dear Mr. Hart,

The City of Pontiac (City) has elected to extend Hubbell, Roth & Clark's (HRC) existing contract with the City for "Professional Engineering Services" effective immediately. The new contract expiration date will be the later of February 24, 2023 or the date upon which all tasks and/or projects assigned to HRC are completed to the City's satisfaction. This letter will serve as our contractual agreement to extend the existing contract based on the terms and conditions as outlined in our agreement dated February 24, 2017, amended to incorporate HRC's 2022 Hourly Rate Schedule (attached) and the City's acknowledgement of MCL Section 691.991.

Thank you for your continued service and dedication. We look forward to working with you and your team for another year. If you have any questions or concerns, please call us at 248-758-3615.

Sincerely,

City of Pontiac

_____ Date: _____

Abdul Siddiqui, P.E., City Engineer, City of Pontiac

I concur: _____ Date: _____

Tim Greimel, Mayor, City of Pontiac

Agreed: _____ Date: _____

Charles E. Hart, P.E., Vice President, Hubbell, Roth & Clark, Inc.

Hubbell, Roth & Clark, Inc.

2022 Hourly Rate Schedule
Prepared for:

City of Pontiac

| <u>Category</u> | <u>Billable Rates</u> | |
|---|-----------------------|----------|
| Principal | 135.80 | - 197.33 |
| Sr. Associate/Managing Engineer | 181.41 | - 197.33 |
| Associate/Managing Engineer | 124.13 | - 178.23 |
| Manager | 107.15 | - 171.87 |
| Supervisor | 95.48 | - 138.98 |
| Sr. Project Engineer/Architect/Surveyor | 127.31 | - 162.32 |
| Project Engineer/Architect/Surveyor | 111.39 | - 130.49 |
| Staff Engineer/Architect/Surveyor | 95.48 | - 122.00 |
| Senior Project Analyst | 140.04 | - 159.14 |
| Project Analyst | 100.79 | - 129.43 |
| Staff Analyst | 81.69 | - 88.055 |
| Graduate Engineer/Architect I/II | 72.14 | - 108.21 |
| Technical Specialist | 105.03 | - 150.65 |
| Sr Designer | 120.94 | - 130.49 |
| Designer | 98.66 | - 140.04 |
| Cadd Technician | 57.29 | - 118.82 |
| Sr. Survey Office Technician | 106.09 | - 107.15 |
| Survey Party Chief | 82.75 | - 124.13 |
| Survey - Field Technician | 53.05 | - 64.71 |
| Project Representatives | 102.91 | - 140.04 |
| Sr. Construction Observer | 83.81 | - 98.66 |
| Construction Observer I/II | 53.05 | - 79.57 |
| Construction - Office Technician | 50.92 | - 72.14 |
| Supervisor Lab Testing | 82.75 | - 82.75 |
| Testing Technician | 49.86 | - 72.14 |
| Administrative Support** | 46.68 | - 124.13 |

Wage rates shown above are reflective for 2022. HRC will bill within the noted rates based on direct labor cost with an added 2.0x overhead and profit

Billable rates for Hubbell, Roth & Clark, Inc. include Unemployment and Payroll taxes, contributions for Social Security, Retirement benefits, Medical and Life insurance benefits, normal printing cost, telephones, fax, computer time, mileage, other overhead costs and profit.

Allowable Reimbursable expenses will be invoiced at cost

** This Category includes Computer, Reproduction and Administrative Staff.



CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

- 1) Parties. The parties to this contract are the City of Pontiac, Michigan hereinafter referred to as the "City", and Hubbell, Roth & Clark, Inc. hereinafter called the "Contractor".
- 2) Purpose. The purpose of this contract is for the City to engage the Contractor to provide Professional Engineering Services to the City (see Scope of Services below).
- 3) Scope of Services. The Contractor will provide all labor, materials, supplies, equipment and supervision to perform Professional Engineering Services in the City. The Contractor is to perform all work in accordance with generally accepted standards and practices.
- 4) General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in the Scope of Services (see Exhibit "A" below) and Additional Terms and Conditions (see Exhibit "B" below).
- 5) Consideration. As consideration for the performance of the services referenced in the Scope of Services (see Exhibits "A" & "B" below), the City agrees to compensate the Contractor as follows:

MEETINGS

HRC will attend meetings at an estimated rate of \$200/Meeting. This is assumed to be one HRC staff member for a one (1) to two (2) hour meeting. HRC does not charge for direct expenses such as travel, meals, etc. HRC's proximity to the City enables us to attend meetings on short notice when requested, and our recent experiences partnering with the City exemplify the benefits of having our headquarters and key staff 5 minutes from City Hall.

RATES

A table of rates for various HRC categories of personnel for 2016 is provided. For many categories a range of rates is shown, because these rates reflect the actual payroll of various personnel within each category plus a 2.0 multiplier. The multiplier includes all overhead such as Unemployment and Payroll taxes, contributions for Social Security, Retirement benefits, Medical and Life Insurance benefits, normal printing cost, telephones, fax, computer time, mileage, other overhead costs and profit. It is proposed that the range of categorical hourly rate classifications will remain effective through 2016. For each year beyond 2016, we would propose to evaluate the economic climate and reserve the right to increase our rates to a maximum of 3% annually.

2016 HOURLY RATE TABLE – PREPARED FOR CITY OF PONTIAC

| Category | Billable Rates | |
|----------------------------------|----------------|--------|
| Principal | No charge* | |
| Sr. Associate/Managing Engineer | 166.00 | 176.00 |
| Associate/Managing Engineer | 128.00 | 138.00 |
| Department Manager | 114.00 | 124.00 |
| Sr. Project Engineer/Architect | 107.00 | 117.00 |
| Project Engineer/Architect | 89.00 | 99.00 |
| Staff Engineer/Architect | 85.00 | 95.00 |
| Graduate Engineer/Architect III | 75.00 | 85.00 |
| Transportation Specialist | 120.00 | 130.00 |
| GIS Specialist | 80.00 | 90.00 |
| Right of Way Specialist | 136.00 | 146.00 |
| Environmental Analyst | 67.00 | 77.00 |
| Sr. Designer | 119.00 | 129.00 |
| Designer | 84.00 | 94.00 |
| Sr. Cadd Technician | 90.00 | 100.00 |
| Survey Office Supervisor | 121.00 | 131.00 |
| Registered Surveyor | 98.00 | 108.00 |
| Survey Office Technician | 92.00 | 102.00 |
| Survey Party Chief | 93.00 | 103.00 |
| Survey - Instrument Person | 71.00 | 81.00 |
| Survey - Survey Assistant | 45.00 | 55.00 |
| Field Supervisors | 103.00 | 113.00 |
| Field Project Representative | 90.00 | 100.00 |
| Construction - Office Technician | 46.00 | 56.00 |
| Sr. Construction Observer | 72.00 | 82.00 |
| Construction Observer III | 44.00 | 54.00 |
| Construction Engineer | 89.00 | 99.00 |
| Training Technician | 61.00 | 71.00 |
| Administrative Support** | 59.00 | 69.00 |

Billable rates shown above are reflective of the actual 2016 hourly rates of HRC staff for each classification plus a 2.0 multiplier. Future increases will be limited to a maximum of 3% each year.

*There are no reimbursable expenses except those noted. All others are included in our overhead multiplier.

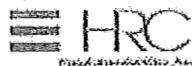
Unless services are specifically requested and pre-approved by City of Pontiac, HRC will not charge for any Principal time. If requested, a rate of \$166/hour is proposed for the duration of this contract.

**This category includes a Computer, Reproduction and Administrative Staff.

2016 TRANSPORTATION VIDEO DATA COLLECTION EXPENSE TABLE

| Category | Rate | |
|--|------|--------|
| Intersection Count - 8 Hour | \$ | 450.00 |
| Small Roundabout - 150' - 8 Hour | \$ | 550.00 |
| Large Roundabout - 150' - 8 Hour | \$ | 900.00 |
| Road Volume Count - 24 Hour | \$ | 900.00 |
| Intersection + Approach Counts - 24 Hour | \$ | 700.00 |

Rates include equipment and processing costs. The labor associated with the use of the above expenses shall be paid at the hourly rate table active at the time of the expense.



- 6) Period of Performance. This contract will begin at the time of execution and continue for two (2) years, with an option to renew at the City's discretion.
- 7) Method of Payment. Contractor will be paid 30 days after completion of work as outlined in the Scope of Services after submission of a valid invoice.
- 8) Applicable Law. This contract shall be governed by and construed in accordance with the laws of the City of Pontiac, State of Michigan and applicable federal laws.
- 9) Compliance with Laws. The Contractor understands that the City is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Michigan, and City of Pontiac laws and regulations, as now existing and as may be amended or modified.

The Contractor is responsible for instructing and training their employees in appropriate safety measures. Employees will be responsible for maintaining a safe work environment while completing their tasks.

- a) The Contractor shall comply with the Michigan Right to Know Law (Amendments to Act 154), which requires that all employers within the State comply with federal Hazard Communications Standards (C.F.R. 1910.1200) and certain additional guidelines as of February 25, 1987. These Standards specify that employers develop a written hazard communication program, which is to be made available for workers or their designated representatives.
 - b) The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act
 - c) The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the City against such liability.
- 10) Requirements contract. During the period of the contract, the Contractor shall provide all the services described in the contract. The Contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the Contractor if no services are required.

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor shall provide Professional Engineering Services.

Except as otherwise provided herein, Contractor shall furnish all labor, supervision and services necessary to properly execute and complete the work as described in the Professional Engineering Services Notice to Bidders dated October 24, 2016 and awarded in Section 5 and is considered part of this exhibit. In addition, the bid submitted by Hubbell, Roth & Clark, Inc., signed by Charles E. Hart, Vice President, shall provide the additional detail to Section 5.

The RFP is incorporated into this agreement.

Categories: notice of interest or bid

Good Afternoon,

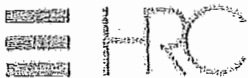
Attached is our contact information with regard to the RFP for Professional Engineering Services for the City of Pontiac. We intend to submit a proposal on or before the due date of October 24, 2016. Please advise of any updates to this project.

Thank you,

Peggy Whitaker

Marketing & Communications Specialist
Hubbell, Roth & Clark, Inc.
555 Hulet Drive
P.O. Box 824
Bloomfield Hills, MI 48303-0824
Phone: (248) 454-6300
Direct: (248) 454-6310
E-mail: pwhitaker@hrc-engr.com

Engineering. Environment. Excellence.



HUBBELL, ROTH & CLARK, INC.
CONSULTING ENGINEERS SINCE 1975

The sender intends that this e-mail is for the exclusive use of the person/company to whom it is addressed. This message may contain information that is confidential or privileged and exempt from disclosure under applicable law. If the reader of this e-mail is not the intended recipient, be aware that any disclosure, dissemination, distribution or copying of this communication, or the use of its contents, is prohibited. If you have received this e-mail in error, please immediately notify the sender of your inadvertent receipt and mail the original copy to: Hubbell, Roth & Clark, Inc., P.O. Box 824, Bloomfield Hills, MI 48303.

NOTICE TO BIDDERS

The City of Pontiac will open sealed bids on Monday, October 24, 2016 at 2:00 p.m. prevailing local time in the City Hall Lion's Den conference room at 47450 Woodward Ave for:

Professional Engineering Services

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PONTIAC, CITY CLERK, 47450 Woodward Ave., Pontiac, MI 48342 by 2:00 PM, Monday, October 24, 2016. Envelopes should include the name and mailing address of the vendor on the outside and be plainly marked:

"Professional Engineering Services"

The City of Pontiac is seeking professional services to provide engineering services including engineering plan review services, design, construction engineering, contract administration services, MS 4 regulatory compliance assistance and other related engineering services. The contract will begin at the time of execution and continue for one (1) year with an option to renew for year two (2) and year three (3) at the City's discretion.

One or more qualified firms may be selected and services will be scheduled at the direction of the City of Pontiac on a per project basis.

The selected engineering firms shall minimally possess successful experience in the areas described in the Scope of Services. Knowledge of the City's codes, ordinances and engineering design standards is beneficial.

No proposal submitted may be withdrawn for at least ninety (90) days after the actual opening of the proposal.

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Pontiac website:

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

Please refer to the website for any addenda that may be issued. Respondents 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 mailed upon request.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids that it deems to best serve the interest of the City.

If you have any questions regarding this RFQ, please contact the Purchasing Agent at (248) 758-3120 or send an email to MMcKenzie@pontiac.mi.us

If you have questions regarding the specifications, contact John Balint City Engineer at (248) 758-3615.

1. INSTRUCTIONS TO BIDDERS

1.1 Qualifications to be Received

Qualifications for Professional Engineering Services will be received at the Office of the City Clerk of the City of Pontiac, Michigan Monday, October 24, 2016 at 2:00 p.m., and immediately thereafter will be publicly opened and read.

Bidders MUST submit an original and three copies of the proposal. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested. Qualifications must be submitted in a sealed envelope and addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a response must be plainly marked on the outside as "Professional Engineering Services", and the envelope should bear on the outside the name of the respondent, his address, and the name of the project for which the response is submitted. If forwarded by mail, the sealed envelope containing the response must be enclosed in another envelope addressed to the City Clerk, City of Pontiac at 47450 Woodward Avenue Pontiac, MI. 48342.

Qualifications will be received during regular business hours at the place and up to the time stated in the advertisement. Any extension in time will be by official notification. Responses may be delivered in person or mailed, but their delivery is the respondent's responsibility. Any response received after the stated hour, even through the mail, will be returned unopened to the respondent.

1.2 Examination of Bid Documents

Before submitting a qualifications proposal, respondents shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations.

1.3 Basis of Award

The intention of the City is to award the contract for this job to the most qualified applicant(s) whose skill set and past work history are equal to the task of completing the work in a satisfactory manner in the time period specified by the City. The successful respondents will show proof of at least five (5) years' experience in Professional Engineering Services. One or more qualified firms may be selected and services will be scheduled at the direction of the City of Pontiac on a per project basis.

1.4 Bid Bond

No Bid Bond required.

1.5 Pre-Proposal Meeting

No pre-proposal meeting required.

2. TERMS AND CONDITIONS

2.1 Laws and Municipal Ordinances, Permits

The respondent be fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or equipment and materials used in the work, and all others and any decrees of bodies or tribunals having any jurisdiction or authority over the same. The respondent shall at all times observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the laws of the State of Michigan, City ordinances, as well as all other bodies having jurisdictional authority.

The Contractor shall be responsible for obtaining and paying for any and all permits that may be required for this project and shall be responsible for arranging all required inspections if needed.

2.2 Non-Discrimination

The respondent agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act no. 220, Public Act of 1976, as amended and all other applicable federal, state and local laws and regulations. Specifically, Bidders and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

2.3 Indemnification

The Contractor shall indemnify, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan, to the extent no greater than its relative degree of fault.

2.4 Jurisdictional Authority

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful respondent consents to the jurisdiction and venue of the courts in Oakland County, Michigan and of the United States District Court for the Eastern District, Southern Division.

2.5 Severability

The successful respondent will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

2.6 Income Taxes

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3236, 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:

- a. Pontiac resident employees regardless of where they work for the employer; and
- b. Nonresident employees for work performed in the City.

Contractor is also required to file Pontiac income tax returns and to report and pay income tax on the net profits earned by the contractor in the City of Pontiac. Contractor is not eligible for the award if they have not filed or paid corporate and employee income tax to the City of Pontiac.

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

2.7 Compensation and Payment

All invoices submitted against the contract must identify the work performed in detail. Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice(s) to the City. Invoices must meet the following conditions for payment:

- a. Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- b. Contractor must submit price lists in accordance with bid requirements.
- c. All invoices will be original.
- d. Invoices will prominently display the requisition or purchase order number, if applicable.
- e. Invoices will be signed by the individual responsible for authorizing contract payments for the City of Pontiac.

Original invoice must be submitted to the City of Pontiac, Attn: Accounts Payable.

Payment Terms – Net 30

2.8 General Conditions

It is the responsibility of the respondent to review General Conditions as specified.

All funds must be quoted in US dollars

2.9 Quotations/Proposals

Bidders MUST submit an original and three copies of the bid quotation/proposal. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested.

The submittal should address all of the points outlined in this RFO. The document is to be prepared simply and economically, providing a straight-forward, concise description of the Firm's capabilities to satisfy the requirements of the RFO. Highlight any parts that reflect the Firm's unique philosophy or insight regarding its approach to serving as the City's Professional Engineering Services and how this approach will positively impact the successful completion of a variety of projects.

The statement of qualifications' document should not exceed twenty (20) pages in length, excluding covers, table of contents, dividers, required forms, resumes, certifications and affiliations, references and insurance documentation. To simplify the review process and to obtain the maximum degree of comparability, the submittal will include the following information and will be organized in the order and manner specified below. While additional data may be presented, the following subjects must be included. They represent the criteria against which the submittals will be evaluated.

2.10 Minor Deviations

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation or services rendered. Other products and/or services may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations may be grounds for rejection of your bid.

The decision of the City of Pontiac, acting through the Purchasing Agent, shall be final as to what constitutes acceptable deviations from specifications.

2.11 Bonds and Insurance

Receipt of bonds and/or insurance is part of the process of determining which respondent may be recommended for award to the City Administrator. If cause is found to change the recommendation that your company be awarded the contract, or if the City Administrator does not approve the recommendation, the City shall not be liable for any costs incurred by you in the bid process, including the cost of acquiring bonds and/or insurance.

The Contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to City of Pontiac. The limits required below do not limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance: The Contractor shall procure and maintain said insurance during the life of this contract, for: Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 1,000,000 per occurrence and aggregate. 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, if not already included.

Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 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.

Additional Insured: Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: 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 thereof. 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.

Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is 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: Risk Manager, City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342."

Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time 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.

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

2.12 Performance Bond

No bond shall be required.

2.13 Payment Bond

No payment bond shall be required unless the City agrees to subcontract.

2.14 Subcontracting

The City of Pontiac will not allow subcontracting for this agreement unless a request to do so is made by the City. All persons working on this project shall be employees of the Bidder as defined by law.

3. DESCRIPTION OF SERVICES

3.1 GENERAL

The City of Pontiac is requesting Qualification Statements for the purpose of issuing a Contract for Professional Engineering Services. They are to complete the following scope of services.

3.2 SCOPE OF WORK

The City of Pontiac is seeking Professional Engineering Services for engineering plan review, design, construction engineering, MS-4 regulatory compliance assistance and contract administration services. Services will be administered on a per project basis and will be scheduled at the direction of the City of Pontiac. The engineering firm shall perform professional services, including but not limited to, the following:

The selected engineering firm(s) shall perform plan review services for private development projects relative to local roads, and storm drainage for general compliance with City of Pontiac ordinances and applicable standards. The selected firm(s) will need to coordinate efforts with the Oakland County Water Resource Commissioner's Office on many projects. The selected engineering firm(s) may be requested to also perform professional services related to the survey, construction inspection, design and construction of local and major roads, including traffic signal design (MDOT prequalified) and traffic modeling application/review with software such as SYNCHRO, CORSIM, RODEL, VISSIM, bridges, storm drainage systems, sidewalk and projects that may include bio-engineering, stream restoration, improvements that benefit surface water quality, habitat enhancements and other projects that could potentially be funded through the GLRI.

The firm must be knowledgeable and demonstrate proficient in performing professional services that involve Federal, State or County criteria and regulations, as well as local.

engineering standards, MS-4 regulations and compliance, and adopted road policies and procedures for processing special assessment districts.

The City reserves the right to interview any number of qualifying firms as part of the evaluation and selection process. The decision as to which proposer to contact (if any) will be based upon the most qualified, capable, experienced and cost effective proposer(s) as determined in the evaluation process. The lowest price proposal may not have a direct bearing on the final selection. The City of Pontiac reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints.

3.3 SCOPE OF SERVICES

3.3.1 Commercial and Condominium Construction Plan Review:

- The Consultant shall perform a technical review of the pre-preliminary, preliminary and final site plan to verify engineering conformance with the adopted engineering standards of the City of Pontiac. The Consultant shall report, in writing, to the City of its findings pursuant to the technical review. This may require the Consultant to attend the City's Development Review Committee Meeting, which is typically schedule once a month.
- Technical services shall consists of a review of the site plan, tree removal plan and landscape plan for compliance with grading, storm sewers, flood plains, wetlands drainage patterns, detention or retention facilities, sidewalks and local and major roads standards including traffic related impacts, set by the City. Review of the tree removal plan and landscape plan is limited to identifying the impacts of the trees and landscaping on the existing and proposed site utilities. Review shall also include an assessment of compliance with utility districts and master plans for utilities and roadways.

3.3.2 Platted Subdivision Plan Review:

- The consultant shall provide a technical review of the tentative preliminary, preliminary and final plat for subdivisions to verify conformance with the adopted engineering standards of the City of Pontiac. The Consultant shall report, in writing, to the City of its findings pursuant to the technical review.
- Technical services shall consist of a review of the tentative preliminary plat or final preliminary plat, slope gradient sketch, drainage pattern sketch, tree removal plan and landscape plan for compliance with grading, storm sewers, flood plains, wetlands drainage patterns, detention or retention facilities, sidewalks, and local and major road standards including traffic related impacts. Review of the tree removal plan and landscape plan is limited to identifying the impacts of the trees and landscaping on the

existing and proposed site utilities. Review shall also include an assessment of compliance with master plans for utilities, pathways and roadways.

3.3.3 Construction Plan Review:

- The Consultant shall perform a technical review of the detailed construction engineering drawings, the opinions of the probably cost and supporting documentation for compliance with grading, storm sewers including innovative designs that address water quality, water quantity and discharge rate controls, drainage patterns, detention or retention facilities, footings and retaining walls, sidewalks, and local and major roads standards, including traffic issues set by the City. The Consultant shall report, in writing, to the City of its findings pursuant to the technical review of the detailed construction drawings and the opinion of probable cost.
- Technical services shall consists of a review of the detailed engineering drawings, profiles, construction details, tree removal plan and landscape plan for compliance with grading, storm sewers, drainage patterns, flood plains, wetlands, detention or retention facilities, sidewalks, pathways, and local and major roads standards set by the City, County or State. Review shall include an evaluation of the calculations for the detention or retention basin design and the approval of the emergency flood route. Also, review of the flood plain analysis/HEC-RAS Model to determining accuracy and effectiveness of analysis shall be included. Review of the tree removal plan and landscape plan is limited to identifying the impacts of the trees and landscaping on the existing and proposed site utilities.
- Technical services shall also consist of a review of the construction engineering plans for compliance with other agencies standards and requirements for permit processing for water main and sanitary sewer extensions, relocations or rehabilitation that may be affected by the proposed site development such as Oakland County, Oakland County Water Resources, MDOT or RCOC and Michigan Department of Environmental Quality.

3.3.4 Construction As-Built Plan Review:

- The Consultant shall perform a technical review of the as built drawings prepared by others for completeness, accuracy and compliance with the standards of the City. The Consultant shall use the checklist provided by the City as a minimum guideline for review of the as built drawings. The Consultant shall report, in writing via the checklist and marked drawings, to the City of its findings of the condition of the as built drawings, including a listing of all identified deficiencies and significant deviations from design/permit plans.
- The Consultant may be asked to attend site plan review sessions conducted by City staff, attend as requested pre-construction meetings conducted by the City to assist with the working knowledge of the project, and be available for consultation regarding the engineering plans either from the City staff, developer, outside agencies or other

consultants. The Consultant shall also coordinate with reviews of other Consultants employed by the City to minimize conflict and redundancy.

3.3.5 Grant Assistance:

The Consultant will provide assistance as deemed necessary, to assist the City in pursuing grant funding opportunities, and/or other funding sources that support the City, and Department of Public Services. The Consultant may be required to provide assistance that includes, but is not limited to: preparing letters of interests on behalf of the City, grant writing services, or any other services that may be required to complete an application as it relates to pursuit of a grant and/or other funding sources available. The City will be responsible for administering the grants after award.

Services required may include, but not be limited to:

- If considered necessary, on-site attendance of meetings as scheduled by the City in order to understand the City's needs and goals and provide periodic updates.
- Provide advice to the City on the advisability of pursuing a specific grant and the likelihood of success
- Consult with City staff on the roles they will play in cooperation with the vendor in preparing the proposals.
- Coordinate with City staff and develop timelines for completion of tasks and who is assigned to each task to be completed.
- Research, write and prepare forms necessary for submission of each grant, including the development of textual narrative, budget sections, and supporting documentation.
- Deliver to the City a first-draft proposal for each agreed-upon project no less than twenty-one (21) calendar days prior to grant submission deadline, if reasonable.
- Deliver to the City a final agreed-upon version of the documentation by electronic copy or other approved method no less than five (5) days after final approve received.

3.4 Engineering Services

3.4.1 Survey

The consultant shall provide all services to obtain complete background data from the site location, including, but not limited to, property corners and survey monument, benchmarks, topographic information and location of all underground utilities in sufficient quantity and extent to be used as a base map for the preliminary and final design. Included is mapping of wetlands, flood plains, trees and other environmental elements that may impact design, excluding an Environmental Site Assessment (ESA).

3.4.2 Preliminary Design

The consultant shall from the survey data; develop preliminary plans to address the project at a scale of 1"=40' for roads and 1" = 50' for utilities (unless metric is required by an agency of jurisdiction). The plans shall include soils data (provided by others), alignment, all layout and survey controls, quantities, and sufficient detail to fully describe the project and extent of work to be done by the contractor. Development of the preliminary plans will involve contact and meetings with City officials, employees and the public affected by the project. The consultant shall also conduct informational meetings with the public as needed for the project.

3.4.3 Final Design

The consultant shall gather review comments from the City, its agents, employees, the public, utility companies and other agencies affected by the project and compile the data to use in completing the design of the project. Detailed construction plans, including specifications for construction and standard details shall be created for the project. The firm shall provide a detailed construction estimate of costs, along with all bid/contract documents and plans in an electronic format acceptable to the City. The consulting firm shall provide sufficient hard copies of bid documents and plans as required by the City.

The consultant shall also apply for all permits needed for the project on behalf of the City.

The consultant shall also identify the need for all temporary or permanent easements, as well as any required rights-of-way for the project. The consultant shall develop the legal descriptions and sketches for all required easements or road rights-of way.

3.5 Construction Engineering and Contract Administration Services

Layout:

Construction survey layout services will consist of staking for line and elevation of specific contract items such as edge drain, curb and gutter, ditches, culverts, underground utilities, pavement sections and witnessing and verifying monument locations. Survey shall also include location of property corners and monuments, as well as resetting these markers as needed for the project.

Inspection:

Daily observation, as needed, will be requested on days when significant construction work is occurring. Daily field reports will be prepared documenting pay item quantities and general progress for the day. Checking line and elevation for compliance with project specifications and maintaining regular communication with City staff throughout

the construction phase of a project will also be requested as part of the inspector's regular responsibilities.

Construction Engineering:

These services shall consist of part-time project engineering services. The services shall include attending the preconstruction meeting and site visits by a project engineer to oversee and supervise the inspector. The engineer will be responsible for ordering appropriate materials testing, reviewing progress payments and resolving any interpretations or problems, which may arise with the plans and specifications. The engineer will review shop drawings for materials supplied for conformance with the design concept and compliance with the contract documents. The engineer will preside over bi-weekly progress meetings (if required by the City) and prepare meeting minutes.

Contract Administration

This service shall consist of providing assistance as needed during the bidding and awarding phases of a project, the preparation of monthly construction pay estimates in a timely manner to meet project deadlines for estimate approval, review of contractor's construction progress for compliance with the approved project schedule, verification of the contractor's certified payroll, interviews, and change order preparation, if required. The project engineer will be responsible to resolve all complaints and contractor's claims for extra compensation. On project involving State or Federal funds, the engineer shall provide a final report on the project in the format required by the agency of jurisdiction.

Construction Testing

Construction testing services shall be performed by the consultant, or a sub-consultant selected by the consultant. The project engineer will be responsible to coordinate and schedule testing services as needed for the work.

As-Builts

As-Built plans will consist of final and approved drawings showing any significant field changes to underground utilities and/or structures, including but limited to, final measured quantities and witness tips to all utility structures.

Environmental and Geotechnical Engineering

Provide quarterly monitoring at the Collier Road Landfill for both methane and groundwater, as required under Michigan solid waste regulations, as well as providing additional as-needed environmental engineering consulting services.

Architectural Services

Conceptual studies and renderings, renovation and repair for City owned property.

Quarterly Groundwater & Methane Monitoring Reports

Preparation of the quarterly groundwater monitoring reports, in accordance with the site's Hydro geologic Monitoring Plan, will be needed. This includes preparing

groundwater elevation contour maps, performing statistical analysis of the groundwater quality data, and compiling the necessary reports for submittal to the MDEQ. The groundwater sampling and analysis will continue to be performed by TestAmerica Laboratories, Inc. (TAL), under separate contract with the City of Pontiac. TAL will provide the field and laboratory data to the Consultant following each quarterly sampling event.

According to the current monitoring plan, the First and Third Quarter are considered "assessment monitoring" events, which entailed an extended list of monitoring parameters and associated reporting/evaluations. Therefore, these quarterly events entail somewhat more effort to complete than the Second and Fourth Quarters.

Additional services may include the preparation of the quarterly methane monitoring reports, in accordance with the Methane Gas Management Plan. This includes reviewing and tabulating the field data, and compiling a letter report for submittal to the MDEQ. Field measurements will be performed by TAL, under separate contract with the City of Pontiac, and the field data will be provided to the Consultant following each quarterly sampling event.

As-Needed Geotechnical and Environmental Engineering Services

Provide additional environmental engineering services related to the landfill monitoring, closure activities or general needs at the request of the City of Pontiac. Additional necessary services may include site visits and inspections, responding to MDEQ correspondence, or additional field measurements or sampling.

4. NON-ASSIGNMENT OR TRANSFER

The service provided for under the Contract shall not be sub-contracted, assigned or transferred by the Contractor.

5. CITY RULES

Employees of Contractor shall comply with all instructions, and building regulations issued by representatives of the City of Pontiac.

6. TERM OF CONTRACT

The contract will begin at the time of execution and continue for one (1) year with an option to renew for years two (2) and year three (3) to renew at the City's discretion.

The consultant shall disclose all projects for private development that may be in conflict with other City projects before execution of the contract.

The City's acceptance of a proposal and approval of the award of a contract shall not constitute a formed contract and the acceptance of a proposal and award of a contract shall be contingent

and conditioned upon the parties' entry into and execution of a written agreement acceptable to the City.

7. PROGRESS PAYMENTS/RETAINAGE

This contract is not subject to progress payments or retainage.

8. PAYMENTS TO CITY

No payments required.

THIS ENDS THE ABOVE SECTION
FOLLOWING PAGES ARE BID PROPOSAL FORM AND SAMPLE CONTRACT

FORM OF PROPOSAL

To: City of Pontiac, Michigan
To All Here Present:

_____, 2016

Having carefully examined the bid for the proposed work, and being fully informed in regard to the conditions to be met in the prosecution and completion of the work, and having read and examined the Instructions to Bidders, Agreement, Bonds, General Conditions, Plans and Specifications pertaining to this work and agreeing to be bound accordingly, the undersigned proposes to furnish all the materials, labor, and other equipment as necessary in full accordance with and conformity to the plans and specifications for this work now on file in the office of the City's at and for the following named prices, to wit:

THIS BID PROPOSAL MUST BE SUBMITTED BACK TO THE CITY OF PONTIAC IN ITS ENTIRETY AS PART OF THE CONTRACTORS BID SUBMISSION. MAKE SURE THAT ALL PAGES ARE COMPLETELY FILLED OUT AND THAT ALL INFORMATION REQUESTED IS COMPLETE. FAILURE TO DO SO MAY BE CAUSE TO REJECT YOUR BID PROPOSAL. IF A BID IS NOT BEING SUBMITTED FOR A PARTICULAR AREA OF WORK, PLEASE MARK "NO BID" IN THE APPROPRIATE SPACE.

UNDERSTANDING OF SERVICE

These guidelines are provided to assist firms submitting in response to this Request for Proposal in formulating a thorough response. The successful firm ensures and understands that:

1. All licenses required by the State of Michigan are to be maintained by the firm during the course of the contract.
2. All required insurances are to be maintained by the firm during the course of the contract.
3. The firm will provide a single point of contact for the duration of the contract.
4. The firm will comply with administrative procedures of the City.
5. The firm will meet with applicable City departments and consultants to review specific concerns or issues.
6. The firm shall perform with a consistent team.
7. The firm shall attend meetings as requested.
8. The firm shall apply for all permits needed for the project(s) on behalf of the City or agency of jurisdiction.
9. The firm shall provide status sheets periodically to City.

Selection Criteria:

Proposals will be evaluated and ranked. The City of Pontiac reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more firms. The firm(s) selected will be chosen on the basis of the apparent greatest benefit to the City, including but not limited to:

1. *Responsiveness to Objectives/Methodology* – The firm shall provide a work program that expressly addresses the objectives identified in the Request for Proposals. The selection committee will determine how well the proposed work program benefits/assists the objectives of the City.
2. *Experience and Qualifications* – The firm must have personnel who have experience with the professional engineering services described herein, as well as experience in working with municipal governments or public entities. Provide information on technical training, experience, and education of ONLY the personnel who will be assigned to the City's projects.
3. *Capacity* – Enumeration of the firm's capability to accomplish projects with its present work force. Firms should clearly identify all disciplines available within the firm and those that will be subcontracted to others. List the subcontracted firms that will be involved in the project. Provide for each firm the scope of responsibility. Based on current and anticipated workloads, provide estimated turnaround times for the City's project.
4. *Comparable Projects* – Provide a list of comparable projects/services (minimum of 5; maximum of 10 public sector clients) that have been successfully completed by your firm within the past 3 years and a contact person (name, address, title, responsibility, and phone number) for each project.
5. *Cost Proposal* – Present cost proposal defining hourly rates for all personnel and/or services fee schedule. Provide any estimated direct expenses and an itemization of services and related fees, including all additional charges, i.e., travel, lodging, meals and other out-of-pocket expenses (clearly define) that may be incurred under this contract.

Fees for attendance at meetings shall be separate from hourly rates for other engineering services. Meetings could include developer requested meetings; Planning Commission meeting attendance and/or City progress meetings.

Explain how subcontracted tasks will be billed. Include the multiplier for all personnel as well as subcontracted staff.

The City reserves the right to interview any number of qualifying firms as part of the evaluation and selection process. The decision as to which proposer to contact (if any) will be based upon

the most qualified, capable, experienced and cost effective proposer(s) as determined in the evaluation process. The lowest price proposal may not have a direct bearing on the final selection. The City of Pontiac reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints.

Clear and concise proposals will be considered an asset to a submission. Elaborate, lengthy or redundant proposals, beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

CITY OF PONTIAC - BID PROPOSAL

I, the undersigned, propose to provide services proposed in this contract as per specifications supplied by the City of Pontiac. No contract is active until a purchase order is issued to the successful bidder.

I further propose to deliver the above-described services for the City of Pontiac in first class operating manner in accordance with all specifications contained herein subject to purchaser's inspection of services performed.

I attest that the bid includes all information necessary for the City of Pontiac to accept bid.

NAME, ADDRESS AND PHONE NUMBER:

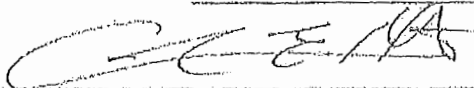
Hubbell, Roth & Clark, Inc., 555 Hulet Drive, P.O. Box 824

Bloomfield Hills, MI 48303-0824

Dated and signed at Bloomfield Hills, MI on 10-24-16
(City) (Date)

Name of Bidder: ABOVE

Address of Bidder: ABOVE

By: 
CHARLES E. HART

Title: VICE PRESIDENT

Office # 248-454-6300

Cell # 248.425.4348

FAX# 248.454.6312

FEDERAL TAX I.D. NUMBER (38-0668370)

EXHIBIT "B"

ADDITIONAL TERMS AND CONDITIONS

- 1) Attorneys' fees and expenses. Subject to other terms and conditions of this contract, in the event the Contractor defaults in any obligation under this contract, the Contractor shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the City in enforcing this contract or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the City be obligated to pay any attorneys' fees or costs of legal action to the Contractor.

- 2) Authority to contract. The Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this contract; (b) that it is qualified to do business and in good standing in the State of Michigan; (c) that entry into and performance under this contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this contract.

- 3) Confidential information. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of the City shall result in the immediate termination of this contract.

- 4) Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that the City of Pontiac is a public City of the State of Michigan and is subject to the laws regarding confidentiality. If a public records request is made for any information provided to the City pursuant to the contract, the City shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the contract shall be liable to the other party for disclosures of information required by court order or required by law.

- 5) Contractor personnel. The City shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the City reasonably rejects staff or subcontractors, the Contractor shall provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor. Contractor personnel are subject to background checks by the Oakland County Sheriff Department and shall comply with all requirements as outlined in the Request for Quote.

- 6) Insurance. The Contractor shall not commence work under this contract until it has obtained the required insurance under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with carriers acceptable to the City of Pontiac:
 - a) 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.

- b) Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance or Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. 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.
- c) 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 \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d) 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.
- e) Cancellation Notice: All policies described above shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City Administrator for the City of Pontiac.
- f) Insurance Certificates: The Contractor shall submit a copy of the Contractor's standard insurance certificate with their bid.
- g) Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time the contracts are returned for execution, certificates for all coverage listed above.
- i) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance
 - ii) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance, Garage Liability Insurance and Garage keepers Legal Liability Insurance;
 - iii) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - iv) If so requested, certified copies of all policies mentioned above will be finished.
- h) Expiration of Policies: If any of the above coverage lapses 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.
- i) Indemnification: To the extent permitted by law, the towing Contractor shall indemnify and hold the City harmless of and from all claims, losses, liability, demands, costs, loss of service, expense, and compensation on account of or in any way growing out of any damage, including, but not limited to, bodily injury or property damage which may result from the towing Contractor's towing services, In

addition, the towing Contractor shall cover all costs incurred by the City in defense of any litigation covered under this letter of contract, including attorney fees and court costs.

- j) Insurance companies, named insureds and policy forms shall be subject to the approval of the Pontiac Department of Public Works. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions, which reduce coverage provided to the City of Pontiac. Contractor shall be responsible to the City of Pontiac or insurance companies insuring the City of Pontiac for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Pontiac Finance Department with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Finance Department.
 - k) No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Finance Department. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Finance Department with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Pontiac Finance Department, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.
- 7) Ineligibility and suspension. The Contractor certifies to the best of its knowledge and belief, that it: (a) is not presently ineligible, suspended, proposed for ineligibility, declared ineligible, or voluntarily excluded from covered transaction by any federal department or the City or any political subdivision of the City or the State of Michigan; (b) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (c) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 8) Disclosure of confidential information. In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this contract.
- 9) Exceptions to confidential information. The Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which: (a) is rightfully known to the recipient prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later

becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party's prior written consent.

10) Default. If the Contractor:

- a) Fails to supply complete labor and supervision in sufficient time and quantity to meet the City's progress schedule, as it may be modified;
- b) Causes stoppage or delay of, or interference with, the project;
- c) Fails to promptly pay its employees for work on the project;
- d) Fails to pay worker's compensation or other employee benefits, withholding or any other taxes;
- e) Fails to comply with the safety provisions of the Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project;
- f) Makes unauthorized changes in supervisory personnel;
- g) Fails in performance or observance of any of the provisions of the contract;
- h) Files a voluntary petition in bankruptcy or is adjudicated insolvent;
- i) Obtains an order for relief under Section 301 of the Bankruptcy Code;
- j) Files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors;
- k) Or seeks or consents to or is acquiescent in the appointment of a trustee, receiver or liquidator of any of its assets or property;
- l) Makes an assignment for the benefit of creditors; or
- m) Makes an admission, in writing, of its inability to pay its debts as they became due;

Then City, after giving Contractor written or oral (subsequently confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

- a) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
- b) Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder;

- i) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and
 - ii) Recover all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.
- 11) Failure to enforce. Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
- 12) Final payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the Contractor shall execute and deliver to the City a release of all claims against the City arising under, or by virtue of, the contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the City's claims against the Contractor under this contract.
- 13) Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, and acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the contract.
- 14) Indemnification. To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this contract. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the City's concurrence, which the City shall not unreasonably withhold.
- 15) Independent contractor status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained

herein shall be deemed or construed by the City, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or the Contractor hereunder creates, or shall be deemed to create, a relationship other than the independent relationship of the City and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City or the State of Michigan. Neither the Contractor nor its employees shall, under any circumstances be considered servants, agents, or employees of the City and the City shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The City shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to the Contractor. Further, the City shall not provide to the Contractor any insurance coverage or other benefits, including worker's compensation, normally provided by the City for its employees.

- 16) No limitation of liability. Nothing in this contract shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.
- 17) Notices. All notices required or permitted to be given under this contract shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the Pontiac City Clerk's Office to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: Hubbell, Roth & Clark, Inc., 555 Hulet Dr., Bloomfield Hills, MI 48303

For the City: City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342

- 18) Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the City and agreed to by the Contractor.
- 19) Ownership of documents and work papers. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.
- 20) Priority. The contract consists of this contract with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this contract with exhibits and, if still unresolved, by reference to the bid. Omission of any term or obligation from this contract shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

- 21) Quality control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.
- 22) Record retention and access to records. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three years after final payment is made under this contract and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.
- 23) Recovery of money. Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.
- 24) Right to audit. The Contractor shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Michigan Office of the State Auditor, its designees, or other authorized bodies.
- 25) Right to inspect facility. The City may, at reasonable times, inspect the place of business of the Contractor or any subcontractor, which is related to the performance of any contract awarded by the City.
- 26) Severability. If any part of this contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- 27) City property. The Contractor will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.
- 28) Termination for convenience clause.
 - a) The City reserves the absolute right to terminate the contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Contractor. The City has the right, upon its sole discretion only, to terminate the contract with cause by giving notice to the Contractor of such termination, specifying the effective date thereof, at least fourteen (14) days before the effective

date of such termination, and the Contract shall terminate in all respects as if such date were the date originally given for the expiration of the Contract.

- b) The Contractor shall be liable to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and any costs the City might incur enforcing or attempting to enforce the Contract, and the City may pursue legal remedies in the collection of fees to compensate for the damages sustained by the City.
- c) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State of Michigan. The Contractor shall still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

29) Termination for default clause.

- a) Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, the City may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.
- c) Compensation. Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- d) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State of Michigan and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by

the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience." (As used in this paragraph, the term "subcontractor" means subcontractor at any tier).

- e) **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience by the City, be the same as if the notice of termination had been issued pursuant to such clause.
 - f) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- 30) **Termination upon bankruptcy.** This contract may be terminated in whole or in part by the City upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit of its creditors. In the event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
- 31) **Third party action notification.** The Contractor shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this contract.
- 32) **Unsatisfactory work.** If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City of Pontiac, the Contractor shall, on being notified by the City, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.
- 33) **Performance.** Failure to perform or complete work according to the agreed upon project schedule/deadline may result in the reassigning of that work to another consultant for completion and may affect the assignment of future work.
- 34) **Waiver.** No delay or omission by either party to this contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults.

35) Taxes and Contributions. The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the City from and against the payment of:

- a) Contractor agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan 48342, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractors will require the same of all subcontractors employed to perform any work in the City of Pontiac.

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

- a. Pontiac resident employees regardless of where they work for the employer; and
- b. Nonresident employees for work performed in the City.

Contractor is also required to file Pontiac income tax returns and to report and pay income tax on the net profits earned by the contractor in the City of Pontiac.

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

- b) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed or engaged in the work to be performed and furnished under this contract.
- c) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of this work or the acquisition, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.
- d) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Contract.

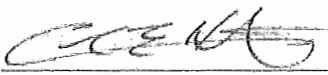
36) Bonds. The Contractor is required to execute bonds, with sureties acceptable to the City, as identified in the specifications, all of which are incorporated into this agreement.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

Hubbell, Roth & Clark, Inc.

02/10/2017

DATE

Sign: 


Print: Charles E. Hart, PE

Title: Vice - President

City of Pontiac

02.24.17

DATE

Sign: 

Print: Jane Bais DiSessa

Title: Deputy Mayor



Purchasing Department

47450 Woodward, Pontiac, MI 48342 • (248) 758-3120

February 08, 2019

Hubbell, Roth & Clark, Inc.
Attn: Mr. Charles E. Hart, Vice President
555 Hulet Drive
Bloomfield Hills, MI 48303

Dear Mr. Hart,

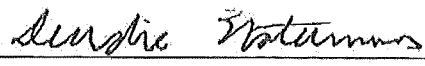
The City of Pontiac has elected to extend your existing contract with The City of Pontiac for "Professional Engineering Services" effective immediately. The new contract expiration date will be February 24, 2020. This letter will serve as our contractual agreement to extend the existing contract based on the terms and conditions as outlined in our agreement dated February 24, 2017.

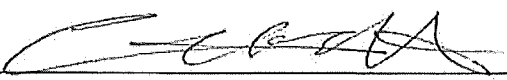
Thank you for your continued service and dedication. Looking forward to working with you and your team another year. If you have any questions, or concerns, please call me at 248-758-3742

Sincerely,

CITY OF PONTIAC

 Date: 2/09/19
John V. Balint, DPW Director, City of Pontiac

I concur:  Date: 2/15/19
Deirdre Waterman, Mayor, City of Pontiac

Agreed:  Date: 2/11/19
Charles E. Hart, Vice President, Hubbell, Roth & Clark, Inc.



Purchasing Department

47450 Woodward, Pontiac, MI 48342 • (248) 758-3120

December 13, 2019

Hubbell, Roth & Clark, Inc.
Attn: Mr. Charles E. Hart, Vice President
555 Hulet Drive
Bloomfield Hills, MI 48303

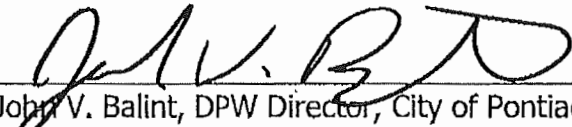
Dear Mr. Hart,

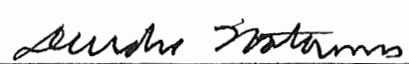
The City of Pontiac has elected to extend your existing contract with The City of Pontiac for "Professional Engineering Services" effective immediately. The new contract expiration date will be February 24, 2021. This letter will serve as our contractual agreement to extend the existing contract based on the terms and conditions as outlined in our agreement dated February 24, 2017.

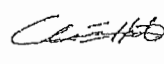
Thank you for your continued service and dedication. Looking forward to working with you and your team another year. If you have any questions, or concerns, please call me at 248-758-3742

Sincerely,

CITY OF PONTIAC

 Date: 12/28/19
John V. Balint, DPW Director, City of Pontiac

I concur:  Date: 1/14/20
Deirdre Waterman, Mayor, City of Pontiac

Agreed:  Date: 01-07-2020
Charles E. Hart, Vice President, Hubbell, Roth & Clark, Inc.

Digitally signed by Charles E. Hart
Date: 2020.01.07 15:36:55-0500



Purchasing Department

47450 Woodward, Pontiac, MI 48342 • (248) 758-3120

February 2, 2021

Hubbell, Roth & Clark, Inc.
Attn: Mr. Charles E. Hart, P.E., Vice President
555 Hulet Drive
Bloomfield Hills, MI 48303

Dear Mr. Hart:

The City of Pontiac has elected to extend Hubbell, Roth & Clark's existing contract with The City of Pontiac for "Professional Engineering Services" effective immediately. The new contract expiration date will be the later of February 24, 2022 or the date upon which all tasks and/or projects assigned to Hubbell, Roth & Clark are completed to The City of Pontiac's satisfaction. This letter will serve as our contractual agreement to extend the existing contract based on the terms and conditions as outlined in our agreement dated February 24, 2017.

Thank you for your continued service and dedication. We look forward to working with you and your team for another year. If you have any questions or concerns, please call us at 248-758-3742.

Sincerely,

City of Pontiac

A handwritten signature in black ink, appearing to read "Dan Ringo", written over a horizontal line.

Date:

2/3/2021

Dan Ringo, DPW Director, City of Pontiac

I concur:

A handwritten signature in black ink, appearing to read "Deirdre Waterman", written over a horizontal line.

Date:

2/11/2021

Deirdre Waterman, Mayor, City of Pontiac

Agreed:

A handwritten signature in black ink, appearing to read "Charles E. Hart", written over a horizontal line.

Date:

2-9-2021

Charles E. Hart, P.E., Vice President, Hubbell, Roth & Clark, Inc.

#8

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President, and City Council Members

FROM: Abdul H Siddiqui, PE, City Engineer

DATE: February 1, 2022

RE: Professional Engineering Services Contract Extension – Nowak & Fraus Engineers

The City of Pontiac Department of Public Works, Engineering Division, entered into as-needed contracts for Professional Engineering Services in February 2017 with five engineering consultancy firms. These contracts are necessary for the day to day function of the Engineering Division as well as the planning and execution of Capital Improvement Projects. The original contracts were signed for a duration of two years and have since been extended annually.

Funding for these contracts is budgeted based on anticipated need in the Engineering Department of the General Fund (Dept. 447), Major Street Fund (Fund 202), Local Street Fund (Fund 203), and Sanitation Fund (Fund 226) under the Engineering Services and Professional Services accounts.

Nowak & Fraus Engineers is a regional company headquartered in Pontiac across the street from City Hall. They offer a broad range of engineering services and have significant historical and institutional knowledge of the City's infrastructure. They have recently designed the upcoming Mill St reconstruction project and performed the design and construction engineering for the CDBG sidewalk projects.

It is the recommendation of the Department of Public Works, Engineering Division, that City Council approve a one-year extension of the City's Professional Engineering Services contract with Nowak & Fraus Engineers.

WHEREAS, The City of Pontiac's Professional Engineering Services contract with Nowak & Fraus is expiring on February 10, 2022, and;

WHEREAS, Nowak & Fraus Engineers' work performance for the City has been satisfactory and warrants a contract extension,

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to extend the Professional Engineering Services contract with Nowak & Fraus Engineers until February 24, 2023.

AHS

attachments

February 1, 2022

Nowak & Fraus Engineers

Attn: Mr. Chad L. Findley, P.E., P.S., Managing Partner

46777 Woodward Avenue

Pontiac, MI 48342

Dear Mr. Findley,

The City of Pontiac (City) has elected to extend Nowak & Fraus Engineers' (NFE) existing contract with the City for "Professional Engineering Services" effective immediately. The new contract expiration date will be the later of February 24, 2023 or the date upon which all tasks and/or projects assigned to NFE are completed to the City's satisfaction. This letter will serve as our contractual agreement to extend the existing contract based on the terms and conditions as outlined in our agreement dated February 10, 2017, amended to incorporate NFE's 2022 Fee Schedule and the City's acknowledgement of MCL Section 691.991.

Thank you for your continued service and dedication. We look forward to working with you and your team for another year. If you have any questions or concerns, please call us at 248-758-3615.

Sincerely,

City of Pontiac

_____ Date: _____

Abdul Siddiqui, P.E., City Engineer, City of Pontiac

I concur: _____ Date: _____

Tim Greimel, Mayor, City of Pontiac

Agreed: _____ Date: _____

Chad L. Findley, P.E., P.S., Managing Partner, Nowak & Fraus Engineers

CITY OF PONTIAC

2022 FEE SCHEDULE



| Personnel | Hourly Rate |
|------------------------------------|-------------|
| Corporate Principal | \$ 160.00 |
| Senior Associate | \$ 144.00 |
| Associate | \$ 132.00 |
| ALTA Survey Manager | \$ 132.00 |
| Land Surveyor/Field Coordinator | \$ 120.00 |
| Plat Manager | \$ 120.00 |
| CAD Manager | \$ 120.00 |
| Project Manager | \$ 132.00 |
| Woodland/Wetlands Manager | \$ 120.00 |
| Registered Landscape Architect | \$ 116.00 |
| Project Engineer | \$ 112.00 |
| Engineer III | \$ 106.00 |
| Engineer II | \$ 98.00 |
| Engineer I | \$ 88.00 |
| Engineering Technician III | \$ 98.00 |
| Engineering Technician II | \$ 88.00 |
| Engineering Technician I | \$ 78.00 |
| Senior Testing/Inspection Engineer | \$ 86.00 |
| Testing/Inspection Engineer | \$ 78.00 |
| Engineering Assistant | \$ 68.00 |
| Survey Crew – 3 Person | \$ 190.00 |
| Survey Crew – 2 Person | \$ 160.00 |
| Survey Crew – 1 Person | \$ 125.00 |
| Land Survey Technician | \$ 96.00 |

Survey Crew size will be determined on a per project basis.

Reimbursable Expenses:

Round trip vehicle mileage from the NFE offices will be charged \$0.45 per mile, when identified in the Work Authorization as a reimbursable expense.

The following expenses, when incurred in direct connection with the project, will be charged at the rates indicated (includes handling):

| | |
|--|---------------|
| Courier services and project related purchases | Cost + 15% |
| Prints | \$2.00 Each |
| Oversize Prints | \$3.00 Each |
| Mylars & Vellums | \$10.00 Each |
| Express Deliveries | \$25.00 Each |
| Electronic Data Transfer - CD | \$100.00 Each |
| Electronic Data Transfer - Email | Hourly |
| Subconsultants | Fee + 10% |
| Traffic Counter | \$50.00/Day |



CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

- 1) Parties. The parties to this contract are the City of Pontiac, Michigan hereinafter referred to as the "City", and Nowak & Fraus Engineers hereinafter called the "Contractor".
- 2) Purpose. The purpose of this contract is for the City to engage the Contractor to provide Professional Engineering Services to the City (see Scope of Services below).
- 3) Scope of Services. The Contractor will provide all labor, materials, supplies, equipment and supervision to perform Professional Engineering Services in the City. The Contractor is to perform all work in accordance with generally accepted standards and practices.
- 4) General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in the Scope of Services (see Exhibit "A" below) and Additional Terms and Conditions (see Exhibit "B" below).
- 5) Consideration. As consideration for the performance of the services referenced in the Scope of Services (see Exhibits "A" & "B" below), the City agrees to compensate the Contractor as follows:

CITY OF PONTIAC
2017 FEE SCHEDULE



| Personnel | Hourly Rate |
|------------------------------------|-------------|
| Corporate Principal | \$ 140.00 |
| Senior Associate | \$ 120.00 |
| Associate | \$ 110.00 |
| ALTA Survey Manager | \$ 104.00 |
| Land Surveyor/Field Coordinator | \$ 104.00 |
| Plat Manager | \$ 104.00 |
| CAD Manager | \$ 104.00 |
| Project Manager | \$ 104.00 |
| Woodland/Wetlands Manager | \$ 96.00 |
| Registered Landscape Architect | \$ 96.00 |
| Project Engineer | \$ 96.00 |
| Engineer III | \$ 88.00 |
| Engineer II | \$ 82.00 |
| Engineer I | \$ 70.00 |
| Engineering Technician III | \$ 86.00 |
| Engineering Technician II | \$ 73.00 |
| Engineering Technician I | \$ 56.00 |
| Senior Testing/Inspection Engineer | \$ 73.00 |
| Testing/Inspection Engineer | \$ 64.00 |
| Engineering Assistant | \$ 50.00 |
| Survey Crew – 3 Person | \$ 169.00 |
| Survey Crew – 2 Person | \$ 139.00 |
| Survey Crew – 1 Person | \$ 110.00 |
| Land Survey Technician | \$ 81.00 |

Survey Crew size will be determined on a per project basis.

Reimbursable Expenses:

Round trip vehicle mileage from the NFE offices will be charged \$0.45 per mile, when identified in the Work Authorization as a reimbursable expense.

The following expenses, when incurred in direct connection with the project, will be charged at the rates indicated (includes handling):

| | |
|--|---------------|
| Courier services and project related purchases | Cost + 15% |
| Prints | \$2.00 Each |
| Oversize Prints | \$3.00 Each |
| Mylars & Vellums | \$10.00 Each |
| Express Deliveries | \$25.00 Each |
| Electronic Data Transfer - CD | \$100.00 Each |
| Electronic Data Transfer - Email | Hourly |
| Subconsultants | Fee + 10% |
| Traffic Counter | \$50.00/Day |

CITY OF PONTIAC

2018 FEE SCHEDULE



| Personnel | Hourly Rate |
|------------------------------------|-------------|
| Corporate Principal | \$ 146.00 |
| Senior Associate | \$ 125.00 |
| Associate | \$ 115.00 |
| ALTA Survey Manager | \$ 109.00 |
| Land Surveyor/Field Coordinator | \$ 109.00 |
| Plat Manager | \$ 109.00 |
| CAD Manager | \$ 109.00 |
| Project Manager | \$ 109.00 |
| Woodland/Wetlands Manager | \$ 100.00 |
| Registered Landscape Architect | \$ 100.00 |
| Project Engineer | \$ 100.00 |
| Engineer III | \$ 92.00 |
| Engineer II | \$ 86.00 |
| Engineer I | \$ 73.00 |
| Engineering Technician III | \$ 90.00 |
| Engineering Technician II | \$ 76.00 |
| Engineering Technician I | \$ 59.00 |
| Senior Testing/Inspection Engineer | \$ 76.00 |
| Testing/Inspection Engineer | \$ 67.00 |
| Engineering Assistant | \$ 52.00 |
| Survey Crew – 3 Person | \$ 176.00 |
| Survey Crew – 2 Person | \$ 145.00 |
| Survey Crew – 1 Person | \$ 115.00 |
| Land Survey Technician | \$ 85.00 |

Survey Crew size will be determined on a per project basis.

Reimbursable Expenses:

Round trip vehicle mileage from the NFE offices will be charged \$0.45 per mile, when identified in the Work Authorization as a reimbursable expense.

The following expenses, when incurred in direct connection with the project, will be charged at the rates indicated (Includes handling):

| | |
|--|---------------|
| Courier services and project related purchases | Cost + 15% |
| Prints | \$2.00 Each |
| Oversize Prints | \$3.00 Each |
| Mylars & Vellums | \$10.00 Each |
| Express Deliveries | \$25.00 Each |
| Electronic Data Transfer - CD | \$100.00 Each |
| Electronic Data Transfer - Email | Hourly |
| Subconsultants | Fee + 10% |
| Traffic Counter | \$50.00/Day |

CITY OF PONTIAC
2019 FEE SCHEDULE



| Personnel | Hourly Rate |
|------------------------------------|-------------|
| Corporate Principal | \$ 152.00 |
| Senior Associate | \$ 130.00 |
| Associate | \$ 120.00 |
| ALTA Survey Manager | \$ 114.00 |
| Land Surveyor/Field Coordinator | \$ 114.00 |
| Plat Manager | \$ 114.00 |
| CAD Manager | \$ 114.00 |
| Project Manager | \$ 114.00 |
| Woodland/Wetlands Manager | \$ 104.00 |
| Registered Landscape Architect | \$ 104.00 |
| Project Engineer | \$ 104.00 |
| Engineer III | \$ 96.00 |
| Engineer II | \$ 90.00 |
| Engineer I | \$ 76.00 |
| Engineering Technician III | \$ 94.00 |
| Engineering Technician II | \$ 80.00 |
| Engineering Technician I | \$ 62.00 |
| Senior Testing/Inspection Engineer | \$ 80.00 |
| Testing/Inspection Engineer | \$ 70.00 |
| Engineering Assistant | \$ 55.00 |
| Survey Crew – 3 Person | \$ 184.00 |
| Survey Crew – 2 Person | \$ 151.00 |
| Survey Crew – 1 Person | \$ 120.00 |
| Land Survey Technician | \$ 89.00 |

Survey Crew size will be determined on a per project basis.

Reimbursable Expenses:

Round trip vehicle mileage from the NFE offices will be charged \$0.45 per mile, when identified in the Work Authorization as a reimbursable expense.

The following expenses, when incurred in direct connection with the project, will be charged at the rates indicated (includes handling):

| | |
|--|---------------|
| Courier services and project related purchases | Cost + 15% |
| Prints | \$2.00 Each |
| Oversize Prints | \$3.00 Each |
| Mylars & Vellums | \$10.00 Each |
| Express Deliveries | \$25.00 Each |
| Electronic Data Transfer - CD | \$100.00 Each |
| Electronic Data Transfer - Email | Hourly |
| Subconsultants | Fee + 10% |
| Traffic Counter | \$50.00/Day |

- 6) Period of Performance. This contract will begin at the time of execution and continue for two (2) years, with an option to renew at the City's discretion.
- 7) Method of Payment. Contractor will be paid 30 days after completion of work as outlined in the Scope of Services after submission of a valid invoice.
- 8) Applicable Law. This contract shall be governed by and construed in accordance with the laws of the City of Pontiac, State of Michigan and applicable federal laws.
- 9) Compliance with Laws. The Contractor understands that the City is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Michigan, and City of Pontiac laws and regulations, as now existing and as may be amended or modified.

The Contractor is responsible for instructing and training their employees in appropriate safety measures. Employees will be responsible for maintaining a safe work environment while completing their tasks.

- a) The Contractor shall comply with the Michigan Right to Know Law (Amendments to Act 154), which requires that all employers within the State comply with federal Hazard Communications Standards (C.F.R. 1910.1200) and certain additional guidelines as of February 25, 1987. These Standards specify that employers develop a written hazard communication program, which is to be made available for workers or their designated representatives.
 - b) The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act
 - c) The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the City against such liability.
- 10) Requirements contract. During the period of the contract, the Contractor shall provide all the services described in the contract. The Contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the Contractor if no services are required.

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor shall provide Professional Engineering Services.

Except as otherwise provided herein, Contractor shall furnish all labor, supervision and services necessary to properly execute and complete the work as described in the Professional Engineering Services Notice to Bidders dated October 24, 2016 and awarded in Section 5 and is considered part of this exhibit. In addition, the bid submitted by Nowak & Fraus Engineers, signed by Chad Findley PE, Managing Partner, shall provide the additional detail to Section 5.

The RFP is incorporated into this agreement.



Financial Services – Purchasing Division

NOTICE

Thank you for your inquiry regarding the City of Pontiac project listed below:

Professional Engineering Services

If your firm plans to bid on this project, please send an e-mail response to MMcKenzie@pontiac.mi.us with the following information:

Firm Name: Nowak & Fraus Engineers
Project Name: Professional Engineering Services
Firm's Contact Person: Chad Findley
Telephone Number: (248) 332-7931
Fax Number: (248) 332-8257
E-Mail Address: cfindley@nfe-engr.com
Postal Address: 46777 Woodward, Pontiac, MI 48342

The City of Pontiac Purchasing Division will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Pontiac, you will not receive any follow-up notification of any changes to the project.

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342

NOTICE TO BIDDERS

The City of Pontiac will open sealed bids on Monday, October 24, 2016 at 2:00 p.m. prevailing local time in the City Hall Lion's Den conference room at 47450 Woodward Ave for:

Professional Engineering Services

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PONTIAC, CITY CLERK, 47450 Woodward Ave., Pontiac, MI 48342 by 2:00 PM, Monday, October 24, 2016. Envelopes should include the name and mailing address of the vendor on the outside and be plainly marked:

"Professional Engineering Services"

The City of Pontiac is seeking professional services to provide engineering services including engineering plan review services, design, construction engineering, contract administration services, MS 4 regulatory compliance assistance and other related engineering services. The contract will begin at the time of execution and continue for one (1) year with an option to renew for year two (2) and year three (3) at the City's discretion.

One or more qualified firms may be selected and services will be scheduled at the direction of the City of Pontiac on a per project basis.

The selected engineering firms shall minimally possess successful experience in the areas described in the Scope of Services. Knowledge of the City's codes, ordinances and engineering design standards is beneficial.

No proposal submitted may be withdrawn for at least ninety (90) days after the actual opening of the proposal.

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Pontiac website:

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

Please refer to the website for any addenda that may be issued. Respondents 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 mailed upon request.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids that it deems to best serve the interest of the City.

If you have any questions regarding this RFQ, please contact the Purchasing Agent at (248) 758-3120 or send an email to MMcKenzie@pontiac.mi.us

If you have questions regarding the specifications, contact John Balint City Engineer at (248) 758-3615.

1. INSTRUCTIONS TO BIDDERS

1.1 Qualifications to be Received

Qualifications for Professional Engineering Services will be received at the Office of the City Clerk of the City of Pontiac, Michigan Monday, October 24, 2016 at 2:00 p.m., and immediately thereafter will be publicly opened and read.

Bidders **MUST** submit an **original and three copies** of the proposal. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested. Qualifications must be submitted in a sealed envelope and addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a response must be plainly marked on the outside as "Professional Engineering Services", and the envelope should bear on the outside the name of the respondent, his address, and the name of the project for which the response is submitted. If forwarded by mail, the sealed envelope containing the response must be enclosed in another envelope addressed to the City Clerk, City of Pontiac at 47450 Woodward Avenue Pontiac, MI. 48342.

Qualifications will be received during regular business hours at the place and up to the time stated in the advertisement. Any extension in time will be by official notification. Responses may be delivered in person or mailed, but their delivery is the respondent's responsibility. Any response received after the stated hour, even through the mail, will be returned unopened to the respondent.

1.2 Examination of Bid Documents

Before submitting a qualifications proposal, respondents shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations.

1.3 Basis of Award

The intention of the City is to award the contract for this job to the most qualified applicant(s) whose skill set and past work history are equal to the task of completing the work in a satisfactory manner in the time period specified by the City. The successful respondents will show proof of at least five (5) years' experience in Professional Engineering Services. One or more qualified firms may be selected and services will be scheduled at the direction of the City of Pontiac on a per project basis.

1.4 Bid Bond

No Bid Bond required.

1.5 Pre-Proposal Meeting

No pre-proposal meeting required.

2. TERMS AND CONDITIONS

2.1 Laws and Municipal Ordinances, Permits

The respondent be fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or equipment and materials used in the work, and all others and any decrees of bodies or tribunals having any jurisdiction or authority over the same. The respondent shall at all times observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the laws of the State of Michigan, City ordinances, as well as all other bodies having jurisdictional authority.

The Contractor shall be responsible for obtaining and paying for any and all permits that may be required for this project and shall be responsible for arranging all required inspections if needed.

2.2 Non-Discrimination

The respondent agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act no. 220, Public Act of 1976, as amended and all other applicable federal, state and local laws and regulations. Specifically, Bidders and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

2.3 Indemnification

The Contractor shall indemnify, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan, to the extent no greater than its relative degree of fault.

2.4 Jurisdictional Authority

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful respondent consents to the jurisdiction and venue of the courts in Oakland County, Michigan and of the United States District Court for the Eastern District, Southern Division.

2.5 Severability

The successful respondent will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

2.6 Income Taxes

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3236, 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:

- a. Pontiac resident employees regardless of where they work for the employer; and
- b. Nonresident employees for work performed in the City.

Contractor is also required to file Pontiac income tax returns and to report and pay income tax on the net profits earned by the contractor in the City of Pontiac. Contractor is not eligible for the award if they have not filed or paid corporate and employee income tax to the City of Pontiac.

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

2.7 Compensation and Payment

All invoices submitted against the contract must identify the work performed in detail. Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice(s) to the City. Invoices must meet the following conditions for payment:

- a. Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- b. Contractor must submit price lists in accordance with bid requirements.
- c. All invoices will be original.
- d. Invoices will prominently display the requisition or purchase order number, if applicable.
- e. Invoices will be signed by the individual responsible for authorizing contract payments for the City of Pontiac.

Original invoice must be submitted to the City of Pontiac, Attn: Accounts Payable.

Payment Terms – Net 30

2.8 General Conditions

It is the responsibility of the respondent to review General Conditions as specified.

All funds must be quoted in US dollars

2.9 Quotations/Proposals

Bidders MUST submit an original and three copies of the bid quotation/proposal. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested.

The submittal should address all of the points outlined in this RFQ. The document is to be prepared simply and economically, providing a straight-forward, concise description of the Firm's capabilities to satisfy the requirements of the RFQ. Highlight any parts that reflect the Firm's unique philosophy or insight regarding its approach to serving as the City's Professional Engineering Services and how this approach will positively impact the successful completion of a variety of projects.

The statement of qualifications' document should not exceed twenty (20) pages in length, excluding covers, table of contents, dividers, required forms, resumes, certifications and affiliations, references and insurance documentation. To simplify the review process and to obtain the maximum degree of comparability, the submittal will include the following information and will be organized in the order and manner specified below. While additional data may be presented, the following subjects must be included. They represent the criteria against which the submittals will be evaluated.

2.10 Minor Deviations

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation or services rendered. Other products and/or services may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations may be grounds for rejection of your bid.

The decision of the City of Pontiac, acting through the Purchasing Agent, shall be final as to what constitutes acceptable deviations from specifications.

2.11 Bonds and Insurance

Receipt of bonds and/or insurance is part of the process of determining which respondent may be recommended for award to the City Administrator. If cause is found to change the recommendation that your company be awarded the contract, or if the City Administrator does not approve the recommendation, the City shall not be liable for any costs incurred by you in the bid process, including the cost of acquiring bonds and/or insurance.

The Contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to City of Pontiac. The limits required below do not limit the liability of the Contractor. All deductibles and S/Rs are the responsibility of the Contractor.

Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance: The Contractor shall procure and maintain said insurance during the life of this contract, for: Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 1,000,000 per occurrence and aggregate. 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, if not already included.

Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$ 1,000,000 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.

Additional Insured: Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be ***Additional Insureds:*** 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 thereof. 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.

Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is 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: Risk Manager, City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342."

Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time 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.

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

2.12 Performance Bond

No bond shall be required.

2.13 Payment Bond

No payment bond shall be required unless the City agrees to subcontract.

2.14 Subcontracting

The City of Pontiac will not allow subcontracting for this agreement unless a request to do so is made by the City. All persons working on this project shall be employees of the Bidder as defined by law.

3. DESCRIPTION OF SERVICES

3.1 GENERAL

The City of Pontiac is requesting Qualification Statements for the purpose of issuing a Contract for Professional Engineering Services. They are to complete the following scope of services.

3.2 SCOPE OF WORK

The City of Pontiac is seeking Professional Engineering Services for engineering plan review, design, construction engineering, MS-4 regulatory compliance assistance and contract administration services. Services will be administered on a per project basis and will be scheduled at the direction of the City of Pontiac. The engineering firm shall perform professional services, including but not limited to, the following:

The selected engineering firm(s) shall perform plan review services for private development projects relative to local roads, and storm drainage for general compliance with City of Pontiac ordinances and applicable standards. The selected firm(s) will need to coordinate efforts with the Oakland County Water Resource Commissioner's Office on many projects. The selected engineering firm(s) may be requested to also perform professional services related to the survey, construction inspection, design and construction of local and major roads, including traffic signal design (MDOT prequalified) and traffic modeling application/review with software such as SYNCHRO, CORSIM, RODEL, VISSIM, bridges, storm drainage systems, sidewalk and projects that may include bio-engineering, stream restoration, improvements that benefit surface water quality, habitat enhancements and other projects that could potentially be funded through the GLRI.

The firm must be knowledgeable and demonstrate proficient in performing professional services that involve Federal, State or County criteria and regulations, as well as local

engineering standards, MS-4 regulations and compliance, and adopted road policies and procedures for processing special assessment districts.

The City reserves the right to interview any number of qualifying firms as part of the evaluation and selection process. The decision as to which proposer to contact (if any) will be based upon the most qualified, capable, experienced and cost effective proposer(s) as determined in the evaluation process. The lowest price proposal may not have a direct bearing on the final selection. The City of Pontiac reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints.

3.3 SCOPE OF SERVICES

3.3.1 Commercial and Condominium Construction Plan Review:

- The Consultant shall perform a technical review of the pre-preliminary, preliminary and final site plan to verify engineering conformance with the adopted engineering standards of the City of Pontiac. The Consultant shall report, in writing, to the City of its findings pursuant to the technical review. This may require the Consultant to attend the City's Development Review Committee Meeting, which is typically schedule once a month.
- Technical services shall consists of a review of the site plan, tree removal plan and landscape plan for compliance with grading, storm sewers, flood plains, wetlands drainage patterns, detention or retention facilities, sidewalks and local and major roads standards including traffic related impacts, set by the City. Review of the tree removal plan and landscape plan is limited to identifying the impacts of the trees and landscaping on the existing and proposed site utilities. Review shall also include an assessment of compliance with utility districts and master plans for utilities and roadways.

3.3.2 Platted Subdivision Plan Review:

- The consultant shall provide a technical review of the tentative preliminary, preliminary and final plat for subdivisions to verify conformance with the adopted engineering standards of the City of Pontiac. The Consultant shall report, in writing, to the City of its findings pursuant to the technical review.
- Technical services shall consist of a review of the tentative preliminary plat or final preliminary plat, slope gradient sketch, drainage pattern sketch, tree removal plan and landscape plan for compliance with grading, storm sewers, flood plains, wetlands drainage patterns, detention or retention facilities, sidewalks, and local and major road standards including traffic related impacts. Review of the tree removal plan and landscape plan is limited to identifying the impacts of the trees and landscaping on the

existing and proposed site utilities. Review shall also include an assessment of compliance with master plans for utilities, pathways and roadways.

3.3.3 Construction Plan Review:

- The Consultant shall perform a technical review of the detailed construction engineering drawings, the opinions of the probably cost and supporting documentation for compliance with grading, storm sewers including innovative designs that address water quality, water quantity and discharge rate controls, drainage patterns, detention or retention facilities, footings and retaining walls, sidewalks, and local and major roads standards, including traffic issues set by the City. The Consultant shall report, in writing, to the City of its findings pursuant to the technical review of the detailed construction drawings and the opinion of probable cost.
- Technical services shall consists of a review of the detailed engineering drawings, profiles, construction details, tree removal plan and landscape plan for compliance with grading, storm sewers, drainage patterns, flood plains, wetlands, detention or retention facilities, sidewalks, pathways, and local and major roads standards set by the City, County or State. Review shall include an evaluation of the calculations for the detention or retention basin design and the approval of the emergency flood route. Also, review of the flood plain analysis/HEC-RAS Model to determining accuracy and effectiveness of analysis shall be included. Review of the tree removal plan and landscape plan is limited to identifying the impacts of the trees and landscaping on the existing and proposed site utilities.
- Technical services shall also consist of a review of the construction engineering plans for compliance with other agencies standards and requirements for permit processing for water main and sanitary sewer extensions, relocations or rehabilitation that may be affected by the proposed site development such as Oakland County, Oakland County Water Resources, MDOT or RCOC and Michigan Department of Environmental Quality.

3.3.4 Construction As-Built Plan Review:

- The Consultant shall perform a technical review of the as built drawings prepared by others for completeness, accuracy and compliance with the standards of the City. The Consultant shall use the checklist provided by the City as a minimum guideline for review of the as built drawings. The Consultant shall report, in writing via the checklist and marked drawings, to the City of its findings of the condition of the as built drawings, including a listing of all identified deficiencies and significant deviations from design/permit plans.
- The Consultant may be asked to attend site plan review sessions conducted by City staff, attend as requested pre-construction meetings conducted by the City to assist with the working knowledge of the project, and be available for consultation regarding the engineering plans either from the City staff, developer, outside agencies or other

consultants. The Consultant shall also coordinate with reviews of other Consultants employed by the City to minimize conflict and redundancy.

3.3.5 Grant Assistance:

The Consultant will provide assistance as deemed necessary, to assist the City in pursuing grant funding opportunities, and/or other funding sources that support the City, and Department of Public Services. The Consultant may be required to provide assistance that includes, but is not limited to: preparing letters of interests on behalf of the City, grant writing services, or any other services that may be required to complete an application as it relates to pursuit of a grant and/or other funding sources available. The City will be responsible for administering the grants after award.

Services required may include, but not be limited to:

- If considered necessary, on-site attendance of meetings as scheduled by the City in order to understand the City's needs and goals and provide periodic updates.
- Provide advice to the City on the advisability of pursuing a specific grant and the likelihood of success
- Consult with City staff on the roles they will play in cooperation with the vendor in preparing the proposals.
- Coordinate with City staff and develop timelines for completion of tasks and who is assigned to each task to be completed.
- Research, write and prepare forms necessary for submission of each grant, including the development of textual narrative, budget sections, and supporting documentation.
- Deliver to the City a first-draft proposal for each agreed-upon project no less than twenty-one (21) calendar days prior to grant submission deadline, if reasonable.
- Deliver to the City a final agreed-upon version of the documentation by electronic copy or other approved method no less than five (5) days after final approve received.

3.4 Engineering Services

3.4.1 Survey

The consultant shall provide all services to obtain complete background data from the site location, including, but not limited to, property corners and survey monument, benchmarks, topographic information and location of all underground utilities in sufficient quantity and extent to be used as a base map for the preliminary and final design. Included is mapping of wetlands, flood plains, trees and other environmental elements that may impact design, excluding an Environmental Site Assessment (ESA).

3.4.2 Preliminary Design

The consultant shall from the survey data; develop preliminary plans to address the project at a scale of 1"=40' for roads and 1" = 50' for utilities (unless metric is required by an agency of jurisdiction). The plans shall include soils data (provided by others), alignment, all layout and survey controls, quantities, and sufficient detail to fully describe the project and extent of work to be done by the contractor. Development of the preliminary plans will involve contact and meetings with City officials, employees and the public affected by the project. The consultant shall also conduct informational meetings with the public as needed for the project.

3.4.3 Final Design

The consultant shall gather review comments from the City, its agents, employees, the public, utility companies and other agencies affected by the project and compile the data to use in completing the design of the project. Detailed construction plans, including specifications for construction and standard details shall be created for the project. The firm shall provide a detailed construction estimate of costs, along with all bid/contract documents and plans in an electronic format acceptable to the City. The consulting firm shall provide sufficient hard copies of bid documents and plans as required by the City.

The consultant shall also apply for all permits needed for the project on behalf of the City.

The consultant shall also identify the need for all temporary or permanent easements, as well as any required rights-of-way for the project. The consultant shall develop the legal descriptions and sketches for all required easements or road rights-of way.

3.5 Construction Engineering and Contract Administration Services

Layout:

Construction survey layout services will consist of staking for line and elevation of specific contract items such as edge drain, curb and gutter, ditches, culverts, underground utilities, pavement sections and witnessing and verifying monument locations. Survey shall also include location of property corners and monuments, as well as resetting these markers as needed for the project.

Inspection:

Daily observation, as needed, will be requested on days when significant construction work is occurring. Daily field reports will be prepared documenting pay item quantities and general progress for the day. Checking line and elevation for compliance with project specifications and maintaining regular communication with City staff throughout

the construction phase of a project will also be requested as part of the inspector's regular responsibilities.

Construction Engineering:

These services shall consist of part-time project engineering services. The services shall include attending the preconstruction meeting and site visits by a project engineer to oversee and supervise the inspector. The engineer will be responsible for ordering appropriate materials testing, reviewing progress payments and resolving any interpretations or problems, which may arise with the plans and specifications. The engineer will review shop drawings for materials supplied for conformance with the design concept and compliance with the contract documents. The engineer will preside over bi-weekly progress meetings (if required by the City) and prepare meeting minutes.

Contract Administration

This service shall consist of providing assistance as needed during the bidding and awarding phases of a project, the preparation of monthly construction pay estimates in a timely manner to meet project deadlines for estimate approval, review of contractor's construction progress for compliance with the approved project schedule, verification of the contractor's certified payroll, interviews, and change order preparation, if required. The project engineer will be responsible to resolve all complaints and contractor's claims for extra compensation. On project involving State or Federal funds, the engineer shall provide a final report on the project in the format required by the agency of jurisdiction.

Construction Testing

Construction testing services shall be performed by the consultant, or a sub-consultant selected by the consultant. The project engineer will be responsible to coordinate and schedule testing services as needed for the work.

As-Builts

As-Built plans will consist of final and approved drawings showing any significant field changes to underground utilities and/or structures, including but limited to, final measured quantities and witness tips to all utility structures.

Environmental and Geotechnical Engineering

Provide quarterly monitoring at the Collier Road Landfill for both methane and groundwater, as required under Michigan solid waste regulations, as well as providing additional as-needed environmental engineering consulting services.

Architectural Services

Conceptual studies and renderings, renovation and repair for City owned property.

Quarterly Groundwater & Methane Monitoring Reports

Preparation of the quarterly groundwater monitoring reports, in accordance with the site's Hydro geologic Monitoring Plan, will be needed. This includes preparing

groundwater elevation contour maps, performing statistical analysis of the groundwater quality data, and compiling the necessary reports for submittal to the MDEQ. The groundwater sampling and analysis will continue to be performed by TestAmerica Laboratories, Inc. (TAL), under separate contract with the City of Pontiac. TAL will provide the field and laboratory data to the Consultant following each quarterly sampling event.

According to the current monitoring plan, the First and Third Quarter are considered "assessment monitoring" events, which entailed an extended list of monitoring parameters and associated reporting/evaluations. Therefore, these quarterly events entail somewhat more effort to complete than the Second and Fourth Quarters.

Additional services may include the preparation of the quarterly methane monitoring reports, in accordance with the Methane Gas Management Plan. This includes reviewing and tabulating the field data, and compiling a letter report for submittal to the MDEQ. Field measurements will be performed by TAL, under separate contract with the City of Pontiac, and the field data will be provided to the Consultant following each quarterly sampling event.

As-Needed Geotechnical and Environmental Engineering Services

Provide additional environmental engineering services related to the landfill monitoring, closure activities or general needs at the request of the City of Pontiac. Additional necessary services may include site visits and inspections, responding to MDEQ correspondence, or additional field measurements or sampling.

4. NON-ASSIGNMENT OR TRANSFER

The service provided for under the Contract shall not be sub-contracted, assigned or transferred by the Contractor.

5. CITY RULES

Employees of Contractor shall comply with all instructions, and building regulations issued by representatives of the City of Pontiac.

6. TERM OF CONTRACT

The contract will begin at the time of execution and continue for one (1) year with an option to renew for years two (2) and year three (3) to renew at the City's discretion.

The consultant shall disclose all projects for private development that may be in conflict with other City projects before execution of the contract.

The City's acceptance of a proposal and approval of the award of a contract shall not constitute a formed contract and the acceptance of a proposal and award of a contract shall be contingent

and conditioned upon the parties' entry into and execution of a written agreement acceptable to the City.

7. PROGRESS PAYMENTS/RETAINAGE

This contract is not subject to progress payments or retainage.

8. PAYMENTS TO CITY

No payments required.

THIS ENDS THE ABOVE SECTION
FOLLOWING PAGES ARE BID PROPOSAL FORM AND SAMPLE CONTRACT

FORM OF PROPOSAL

To: City of Pontiac, Michigan _____, 2016
To All Here Present:

Having carefully examined the bid for the proposed work, and being fully informed in regard to the conditions to be met in the prosecution and completion of the work, and having read and examined the Instructions to Bidders, Agreement, Bonds, General Conditions, Plans and Specifications pertaining to this work and agreeing to be bound accordingly, the undersigned proposes to furnish all the materials, labor, and other equipment as necessary in full accordance with and conformity to the plans and specifications for this work now on file in the office of the City's at and for the following named prices, to wit:

THIS BID PROPOSAL MUST BE SUBMITTED BACK TO THE CITY OF PONTIAC IN ITS ENTIRETY AS PART OF THE CONTRACTORS BID SUBMISSION. MAKE SURE THAT ALL PAGES ARE COMPLETELY FILLED OUT AND THAT ALL INFORMATION REQUESTED IS COMPLETE. FAILURE TO DO SO MAY BE CAUSE TO REJECT YOUR BID PROPOSAL. IF A BID IS NOT BEING SUBMITTED FOR A PARTICULAR AREA OF WORK, PLEASE MARK "NO BID" IN THE APPROPRIATE SPACE.

UNDERSTANDING OF SERVICE

These guidelines are provided to assist firms submitting in response to this Request for Proposal in formulating a thorough response. The successful firm ensures and understands that:

1. All licenses required by the State of Michigan are to be maintained by the firm during the course of the contract.
2. All required insurances are to be maintained by the firm during the course of the contract.
3. The firm will provide a single point of contact for the duration of the contract.
4. The firm will comply with administrative procedures of the City.
5. The firm will meet with applicable City departments and consultants to review specific concerns or issues.
6. The firm shall perform with a consistent team.
7. The firm shall attend meetings as requested.
8. The firm shall apply for all permits needed for the project(s) on behalf of the City or agency of jurisdiction.
9. The firm shall provide status sheets periodically to City.

Selection Criteria:

Proposals will be evaluated and ranked. The City of Pontiac reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more firms. The firm(s) selected will be chosen on the basis of the apparent greatest benefit to the City, including but not limited to:

1. *Responsiveness to Objectives/Methodology* – The firm shall provide a work program that expressly addresses the objectives identified in the Request for Proposals. The selection committee will determine how well the proposed work program benefits/assists the objectives of the City.
2. *Experience and Qualifications* – The firm must have personnel who have experience with the professional engineering services described herein, as well as experience in working with municipal governments or public entities. Provide information on technical training, experience, and education of ONLY the personnel who will be assigned to the City's projects.
3. *Capacity* – Enumeration of the firm's capability to accomplish projects with its present work force. Firms should clearly identify all disciplines available within the firm and those that will be subcontracted to others. List the subcontracted firms that will be involved in the project. Provide for each firm the scope of responsibility. Based on current and anticipated workloads, provide estimated turnaround times for the City's project.
4. *Comparable Projects* – Provide a list of comparable projects/services (minimum of 5; maximum of 10 public sector clients) that have been successfully completed by your firm within the past 3 years and a contact person (name, address, title, responsibility, and phone number) for each project.
5. *Cost Proposal* – Present cost proposal defining hourly rates for all personnel and/or services fee schedule. Provide any estimated direct expenses and an itemization of services and related fees, including all additional charges, i.e., travel, lodging, meals and other out-of-pocket expenses (clearly define) that may be incurred under this contract.

Fees for attendance at meetings shall be separate from hourly rates for other engineering services. Meetings could include developer requested meetings; Planning Commission meeting attendance and/or City progress meetings.

Explain how subcontracted tasks will be billed. Include the multiplier for all personnel as well as subcontracted staff.

The City reserves the right to interview any number of qualifying firms as part of the evaluation and selection process. The decision as to which proposer to contact (if any) will be based upon

the most qualified, capable, experienced and cost effective proposer(s) as determined in the evaluation process. The lowest price proposal may not have a direct bearing on the final selection. The City of Pontiac reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints.

Clear and concise proposals will be considered an asset to a submission. Elaborate, lengthy or redundant proposals, beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

CITY OF PONTIAC - BID PROPOSAL

I, the undersigned, propose to provide services proposed in this contract as per specifications supplied by the City of Pontiac. No contract is active until a purchase order is issued to the successful bidder.

I further propose to deliver the above-described services for the City of Pontiac in first class operating manner in accordance with all specifications contained herein subject to purchaser's inspection of services performed.

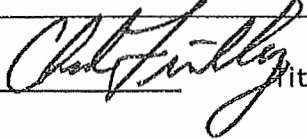
I attest that the bid includes all information necessary for the City of Pontiac to accept bid.

NAME, ADDRESS AND PHONE NUMBER:

Dated and signed at Pontiac, MI on 10-24-16
(City) (Date)

Name of Bidder: Nowak & Fraus Engineers

Address of Bidder: 46777 Woodward Avenue, Pontiac, MI 48342

By: Chad L. Findley, PE, PS  Title: Managing Partner

Office # 248-332-7931 Cell # 248-635-6460

FAX# 248-332-8257 FEDERAL TAX I.D. NUMBER (38-3211085)

EXHIBIT "B"

ADDITIONAL TERMS AND CONDITIONS

- 1) Attorneys' fees and expenses. Subject to other terms and conditions of this contract, in the event the Contractor defaults in any obligation under this contract, the Contractor shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the City in enforcing this contract or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the City be obligated to pay any attorneys' fees or costs of legal action to the Contractor.
- 2) Authority to contract. The Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this contract; (b) that it is qualified to do business and in good standing in the State of Michigan; (c) that entry into and performance under this contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this contract.
- 3) Confidential information. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of the City shall result in the immediate termination of this contract.
- 4) Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that the City of Pontiac is a public City of the State of Michigan and is subject to the laws regarding confidentiality. If a public records request is made for any information provided to the City pursuant to the contract, the City shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the contract shall be liable to the other party for disclosures of information required by court order or required by law.
- 5) Contractor personnel. The City shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the City reasonably rejects staff or subcontractors, the Contractor shall provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor. Contractor personnel are subject to background checks by the Oakland County Sheriff Department and shall comply with all requirements as outlined in the Request for Quote.
- 6) Insurance. The Contractor shall not commence work under this contract until it has obtained the required insurance under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with carriers acceptable to the City of Pontiac:
 - a) 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.

- b) Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance or Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. 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.
- c) 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 \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d) 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.
- e) Cancellation Notice: All policies described above shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City Administrator for the City of Pontiac.
- f) Insurance Certificates: The Contractor shall submit a copy of the Contractor's standard insurance certificate with their bid.
- g) Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time the contracts are returned for execution, certificates for all coverage listed above.
- i) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance
 - ii) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance, Garage Liability Insurance and Garage keepers Legal Liability Insurance;
 - iii) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - iv) If so requested, certified copies of all policies mentioned above will be finished.
- h) Expiration of Policies: If any of the above coverage lapses 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.
- i) Indemnification: To the extent permitted by law, the towing Contractor shall indemnify and hold the City harmless of and from all claims, losses, liability, demands, costs, loss of service, expense, and compensation on account of or in any way growing out of any damage, including, but not limited to, bodily injury or property damage which may result from the towing Contractor's towing services, In

addition, the towing Contractor shall cover all costs incurred by the City in defense of any litigation covered under this letter of contract, including attorney fees and court costs.

- j) Insurance companies, named insureds and policy forms shall be subject to the approval of the Pontiac Department of Public Works. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions, which reduce coverage provided to the City of Pontiac. Contractor shall be responsible to the City of Pontiac or insurance companies insuring the City of Pontiac for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Pontiac Finance Department with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Finance Department.
 - k) No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Finance Department. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Finance Department with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Pontiac Finance Department, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.
- 7) Ineligibility and suspension. The Contractor certifies to the best of its knowledge and belief, that it: (a) is not presently ineligible, suspended, proposed for ineligibility, declared ineligible, or voluntarily excluded from covered transaction by any federal department or the City or any political subdivision of the City or the State of Michigan; (b) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (c) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 8) Disclosure of confidential information. In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this contract.
- 9) Exceptions to confidential information. The Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which: (a) is rightfully known to the recipient prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later

becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party's prior written consent.

10) Default. If the Contractor:

- a) Fails to supply complete labor and supervision in sufficient time and quantity to meet the City's progress schedule, as it may be modified;
- b) Causes stoppage or delay of, or interference with, the project;
- c) Fails to promptly pay its employees for work on the project;
- d) Fails to pay worker's compensation or other employee benefits, withholding or any other taxes;
- e) Fails to comply with the safety provisions of the Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project;
- f) Makes unauthorized changes in supervisory personnel;
- g) Fails in performance or observance of any of the provisions of the contract;
- h) Files a voluntary petition in bankruptcy or is adjudicated insolvent;
- i) Obtains an order for relief under Section 301 of the Bankruptcy Code;
- j) Files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors;
- k) Or seeks or consents to or is acquiescent in the appointment of a trustee, receiver or liquidator of any of its assets or property;
- l) Makes an assignment for the benefit of creditors; or
- m) Makes an admission, in writing, of its inability to pay its debts as they became due;

Then City, after giving Contractor written or oral (subsequently confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

- a) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
- b) Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder;

- i) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and
 - ii) Recover all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.
- 11) Failure to enforce. Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
- 12) Final payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the Contractor shall execute and deliver to the City a release of all claims against the City arising under, or by virtue of, the contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the City's claims against the Contractor under this contract.
- 13) Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, and acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the contract.
- 14) Indemnification. To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this contract. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the City's concurrence, which the City shall not unreasonably withhold.
- 15) Independent contractor status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained

herein shall be deemed or construed by the City, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or the Contractor hereunder creates, or shall be deemed to create, a relationship other than the independent relationship of the City and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City or the State of Michigan. Neither the Contractor nor its employees shall, under any circumstances be considered servants, agents, or employees of the City and the City shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The City shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to the Contractor. Further, the City shall not provide to the Contractor any insurance coverage or other benefits, including worker's compensation, normally provided by the City for its employees.

16) No limitation of liability. Nothing in this contract shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.

17) Notices. All notices required or permitted to be given under this contract shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the Pontiac City Clerk's Office to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: Nowak & Fraus Engineers, 46777 Woodward Ave., Pontiac, MI 48342

For the City: City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342

18) Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the City and agreed to by the Contractor.

19) Ownership of documents and work papers. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.

20) Priority. The contract consists of this contract with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this contract with exhibits and, if still unresolved, by reference to the bid. Omission of any term or obligation from this contract shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

- 21) Quality control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.
- 22) Record retention and access to records. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three years after final payment is made under this contract and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.
- 23) Recovery of money. Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.
- 24) Right to audit. The Contractor shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Michigan Office of the State Auditor, its designees, or other authorized bodies.
- 25) Right to inspect facility. The City may, at reasonable times, inspect the place of business of the Contractor or any subcontractor, which is related to the performance of any contract awarded by the City.
- 26) Severability. If any part of this contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- 27) City property. The Contractor will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.
- 28) Termination for convenience clause.
 - a) The City reserves the absolute right to terminate the contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Contractor. The City has the right, upon its sole discretion only, to terminate the contract with cause by giving notice to the Contractor of such termination, specifying the effective date thereof, at least fourteen (14) days before the effective

date of such termination, and the Contract shall terminate in all respects as if such date were the date originally given for the expiration of the Contract.

- b) The Contractor shall be liable to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and any costs the City might incur enforcing or attempting to enforce the Contract, and the City may pursue legal remedies in the collection of fees to compensate for the damages sustained by the City.
- c) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State of Michigan. The Contractor shall still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

29) Termination for default clause.

- a) Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, the City may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.
- c) Compensation. Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- d) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State of Michigan and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by

the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience." (As used in this paragraph, the term "subcontractor" means subcontractor at any tier).

- e) **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience by the City, be the same as if the notice of termination had been issued pursuant to such clause.
 - f) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- 30) **Termination upon bankruptcy.** This contract may be terminated in whole or in part by the City upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit of its creditors. In the event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
- 31) **Third party action notification.** The Contractor shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this contract.
- 32) **Unsatisfactory work.** If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City of Pontiac, the Contractor shall, on being notified by the City, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.
- 33) **Performance.** Failure to perform or complete work according to the agreed upon project schedule/deadline may result in the reassigning of that work to another consultant for completion and may affect the assignment of future work.
- 34) **Waiver.** No delay or omission by either party to this contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults.

35) Taxes and Contributions. The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the City from and against the payment of:

- a) Contractor agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan 48342, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractors will require the same of all subcontractors employed to perform any work in the City of Pontiac.

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

- a. Pontiac resident employees regardless of where they work for the employer; and
- b. Nonresident employees for work performed in the City.

Contractor is also required to file Pontiac income tax returns and to report and pay income tax on the net profits earned by the contractor in the City of Pontiac.

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

- b) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed or engaged in the work to be performed and furnished under this contract.
- c) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of this work or the acquisition, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.
- d) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Contract.

36) Bonds. The Contractor is required to execute bonds, with sureties acceptable to the City, as identified in the specifications, all of which are incorporated into this agreement.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

Nowak and Fraus Engineers

2/9/17

Sign: Chad Findley

DATE

Print: Chad Findley, PE

Title: Managing Partner

City of Pontiac

February 10, 2017

Sign: Deirdre Waterman

DATE

Print: Deirdre Waterman

Title: Mayer



Purchasing Department

47450 Woodward, Pontiac, MI 48342 • (248) 758-3120

February 08, 2019

Nowak & Fraus Engineers
Attn: Mr. Chad L. Findley, PE, PS, Managing Partner
46777 Woodward Avenue
Pontiac, MI 48342

Dear Mr. Findley,

The City of Pontiac has elected to extend your existing contract with The City of Pontiac for "Professional Engineering Services" effective immediately. The new contract expiration date will be February 10, 2020. This letter will serve as our contractual agreement to extend the existing contract based on the terms and conditions as outlined in our agreement dated February 10, 2017.

Thank you for your continued service and dedication. Looking forward to working with you and your team another year. If you have any questions, or concerns, please call me at 248-758-3742

Sincerely,

CITY OF PONTIAC

John V. Balint Date: *2/19/19*
John V. Balint, DPW Director, City of Pontiac

I concur: *Deirdre Waterman* Date: *2/15/19*
Deirdre Waterman, Mayor, City of Pontiac

Agreed: *Chad Findley* Date: *2/19/19*
Chad L. Findley, PE, PS, Managing Partner, Nowak & Fraus Engineers



Purchasing Department

47450 Woodward, Pontiac, MI 48342 • (248) 758-3120

December 13, 2019

Nowak & Fraus Engineers
Attn: Mr. Chad L. Findley, PE, PS, Managing Partner
46777 Woodward Avenue
Pontiac, MI 48342

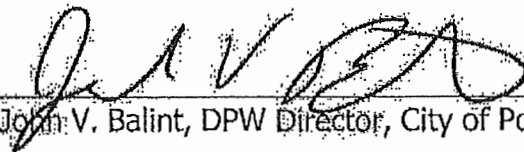
Dear Mr. Findley,

The City of Pontiac has elected to extend your existing contract with The City of Pontiac for "Professional Engineering Services" effective immediately. The new contract expiration date will be February 10, 2021. This letter will serve as our contractual agreement to extend the existing contract based on the terms and conditions as outlined in our agreement dated February 10, 2017.

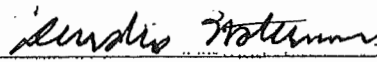
Thank you for your continued service and dedication. Looking forward to working with you and your team another year. If you have any questions, or concerns, please call me at 248-758-3742

Sincerely,

CITY OF PONTIAC


John V. Balint, DPW Director, City of Pontiac

Date: 12/28/19

I concur: 
Deirdre Waterman, Mayor, City of Pontiac

Date: 1/14/20

Agreed: 
Chad L. Findley, PE, PS, Managing Partner, Nowak & Fraus Engineers

Date: 1/2/20



Purchasing Department
47450 Woodward, Pontiac, MI 48342 • (248) 758-3120

February 2, 2021

Nowak & Fraus Engineers
Attn: Mr. Chad L. Findley, P.E., P.S., Managing Partner
46777 Woodward Avenue
Pontiac, MI 48342

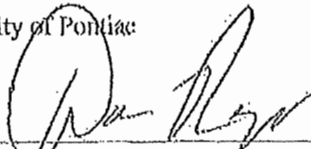
Dear Mr. Findley:

The City of Pontiac has elected to extend Nowak & Fraus Engineers' existing contract with The City of Pontiac for "Professional Engineering Services" effective immediately. The new contract expiration date will be the later of February 10, 2022 or the date upon which all tasks and/or projects assigned to Nowak & Fraus Engineers are completed to The City of Pontiac's satisfaction. This letter will serve as our contractual agreement to extend the existing contract based on the terms and conditions as outlined in our agreement dated February 10, 2017.

Thank you for your continued service and dedication. We look forward to working with you and your team for another year. If you have any questions or concerns, please call us at 248-758-3742.

Sincerely,

City of Pontiac:



Dan Ringo, DPW Director, City of Pontiac

Date: 2/3/2021

I concur:



Deirdre Waterman, Mayor, City of Pontiac

Date: 2/11/2021

Agreed:



Chad L. Findley, P.E., P.S., Managing Partner, Nowak & Fraus Engineers

Date: 2/9/2021

#9

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President, and City Council Members

FROM: Abdul H Siddiqui, PE, City Engineer

DATE: February 1, 2022

RE: Professional Engineering Services Contract Extension – NTH Consultants

The City of Pontiac Department of Public Works, Engineering Division, entered into as-needed contracts for Professional Engineering Services in February 2017 with five engineering consultancy firms. These contracts are necessary for the day to day function of the Engineering Division as well as the planning and execution of Capital Improvement Projects. The original contracts were signed for a duration of two years and have since been extended annually.

Funding for these contracts is budgeted based on anticipated need in the Engineering Department of the General Fund (Dept. 447), Major Street Fund (Fund 202), Local Street Fund (Fund 203), and Sanitation Fund (Fund 226) under the Engineering Services and Professional Services accounts.

NTH Consultants is a regional company headquartered in Northville. They offer specialized services in geotechnical, environmental, and facilities engineering and have significant historical and institutional knowledge of the City's closed landfills. They have recently been involved in the ongoing monitoring of the closed Collier Road Landfill and are the design and construction engineers for the Collier Road Landfill Spillway Repairs project.

It is the recommendation of the Department of Public Works, Engineering Division, that City Council approve a one-year extension of the City's Professional Engineering Services contract with NTH Consultants.

WHEREAS, The City of Pontiac's Professional Engineering Services contract with NTH Consultants is expiring on February 10, 2022, and;

WHEREAS, NTH Consultants' work performance for the City has been satisfactory and warrants a contract extension,

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to extend the Professional Engineering Services contract with NTH Consultants until February 24, 2023.

AHS

attachments

February 1, 2022

NTH Consultants, Ltd.

Attn: Mr. Richard L. Burns, Sr. Vice President

41780 Six Mile Road

Northville, MI 48168

Dear Mr. Burns,

The City of Pontiac (City) has elected to extend NTH Consultants' (NTH) existing contract with the City for "Professional Engineering Services" effective immediately. The new contract expiration date will be the later of February 24, 2023 or the date upon which all tasks and/or projects assigned to NTH are completed to the City's satisfaction. This letter will serve as our contractual agreement to extend the existing contract based on the terms and conditions as outlined in our agreement dated February 10, 2017, amended to incorporate NTH's 2022 Fee and Rate Schedule (attached) and the City's acknowledgement of MCL Section 691.991.

Thank you for your continued service and dedication. We look forward to working with you and your team for another year. If you have any questions or concerns, please call us at 248-758-3615.

Sincerely,

City of Pontiac

_____ Date: _____

Abdul Siddiqui, P.E., City Engineer, City of Pontiac

I concur: _____ Date: _____

Tim Greimel, Mayor, City of Pontiac

Agreed: _____ Date: _____

Richard L. Burns, Sr. Vice President, NTH Consultants, Ltd.

// 2022 FEE AND RATE SCHEDULE PROFESSIONAL SERVICES



PERSONNEL

Fees for our services will be based upon the time worked on the project by professional, technical and clerical personnel according to the following schedule:

| | PER HOUR |
|-----------------------------------|----------|
| Administrative | \$85 |
| Word Processor* | \$85 |
| Technician I* | \$75 |
| Technician II* | \$85 |
| Technician III* | \$95 |
| Lab Technician* | \$90 |
| Technician IV* | \$110 |
| Senior Technician II | \$110 |
| CADD Operator | \$110 |
| IT Professional | \$120 |
| Staff Professional | \$120 |
| Senior Staff Professional | \$140 |
| Project Professional | \$160 |
| Senior Project Professional | \$185 |
| Principal Engineer | \$195 |
| Senior Principal Engineer | \$220 |
| Corporate Officer | \$250 |

**For these personnel, overtime work will be charged at a rate equal to 1.33 times the Standard Rate.*

A premium of 25 percent will be added to hourly rates for expert testimony and depositions, including preparation time.

NTH Consultants and Professionals include Engineers, Geologists, Environmental Specialists, Architects, Roofing Specialists, Industrial Hygienists, Environmental Health Specialists, Scientists, Asbestos Specialists, and Environmental Chemists. NTH Technicians include Engineering, Environmental, Construction Materials, and Environmental Health technical specialists.

NTH operates on a strong project management system, and a Project Manager is appointed for each project. Project Managers are selected from our staff of Senior Project Professionals, Principal Engineers and Senior Principal Engineers.

EXPENSES

The following expenses, when incurred in direct connection with the project, will be charged at the rate shown:

| | |
|--|---------------|
| Transportation, Lodging and Subsistence for Travel | Cost + 10% |
| Printing, Reproduction, Photographs, Long Distance Telephone and Telecopier Charges, Shipping Charges and Material Purchases | Cost + 10% |
| Project Mileage for Company-Owned Vehicles | \$1.00 / Mile |
| CADD Supply Charge | \$6 / Hour |

Rental of Specialized Field, Laboratory or Monitoring Equipment will be billed as indicated on NTH Schedule of Equipment Usage Rates.

SUBCONTRACTORS / SUBCONSULTANTS

On projects requiring subcontractors or subconsultants, we will obtain the services of reputable contractors or consultants to perform such work. The fees of these contractors or consultants plus a 15% service charge will be added to our invoices.

INVOICES

Progress invoices will be submitted to the client monthly and a final bill will be submitted upon completion of our services. Invoices for cost plus and time and materials projects will show charges for different personnel and expense classifications. Each invoice is due on presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one percent (1%) per month on past due accounts. We reserve the right to suspend or terminate work under our agreement upon failure of the client to pay invoices when due.

INCREASES

Fee schedule increases made by our firm on an overall client basis will be applied to work on all projects as the increases become effective.



CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

- 1) Parties. The parties to this contract are the City of Pontiac, Michigan hereinafter referred to as the "City", and NTH Consultants, Ltd. hereinafter called the "Contractor".
- 2) Purpose. The purpose of this contract is for the City to engage the Contractor to provide Professional Engineering Services to the City (see Scope of Services below).
- 3) Scope of Services. The Contractor will provide all labor, materials, supplies, equipment and supervision to perform Professional Engineering Services in the City. The Contractor is to perform all work in accordance with generally accepted standards and practices.
- 4) General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in the Scope of Services (see Exhibit "A" below) and Additional Terms and Conditions (see Exhibit "B" below).
- 5) Consideration. As consideration for the performance of the services referenced in the Scope of Services (see Exhibits "A" & "B" below), the City agrees to compensate the Contractor as follows:

NTH Consultants, Ltd. proposes to charge their efforts and expenses associated with projects they are assigned under the proposed contract in accordance with NTH's 2015 Fee and Rate schedules.



**FEE AND RATE SCHEDULE
PROFESSIONAL SERVICES**

PERSONNEL

Fees for our services will be based upon the time worked on the project by professional, technical and clerical personnel according to the following schedule:

| | PER HOUR |
|--|----------|
| Technician I* | \$ 45 |
| Word Processor* | \$ 48 |
| Technician II* | \$ 55 |
| Technician III* | \$ 65 |
| Technician IV* / Lab Technician* | \$ 75 |
| Staff Professional | \$ 90 |
| Senior Technician/Certified Welding Inspector* | \$ 85 |
| CADD Operator | \$ 85 |
| Senior Staff Professional | \$110 |
| Project Professional | \$120 |
| Senior Project Professional | \$140 |
| Principal Engineer | \$160 |
| Senior Principal Engineer | \$180 |
| Senior Officer..... | \$210 |

*For these personnel, overtime work will be charged at a rate equal to 1.33 times the Standard Rate.

A premium of 25 percent will be added to hourly rates for expert testimony and depositions, including preparation time.

NTH Consultants and Professionals include Engineers, Geologists, Environmental Specialists, Architects, Roofing Specialists, Industrial Hygienists, Environmental Health Specialists, Scientists, Asbestos Specialists, and Environmental Chemists. NTH Technicians include Engineering, Environmental, Construction Materials, and Environmental Health technical specialists.

NTH operates on a strong project management system, and a Project Manager is appointed for each project. Project Managers are selected from our staff of Senior Project Professionals, Principal Engineers and Senior Principal Engineers.

EXPENSES

The following expenses, when incurred in direct connection with the project, will be charged at the rate shown:

| | |
|---|-------------|
| Transportation, Lodging and Subsistence for Travel..... | Cost + 10% |
| Printing, Reproduction, Photographs, Long Distance Telephone and Telecopier Charges, Shipping Charges and Material Purchases..... | Cost + 10% |
| Project Mileage for Company-Owned Vehicles | \$1.00/Mile |
| Cellular Phone (Field Projects)..... | \$15/Day |
| CADD Supply Charge..... | \$6/Hour |

Rental of Specialized Field, Laboratory or Monitoring Equipment will be billed as indicated on NTH Schedule of Equipment Usage Rates.

SUBCONTRACTORS/SUBCONSULTANTS

On projects requiring subcontractors or subconsultants, we will obtain the services of reputable contractors or consultants to perform such work. The fees of these contractors or consultants plus a 15% service charge will be added to our invoices.

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Progress invoices will be submitted to the client monthly and a final bill will be submitted upon completion of our services. Invoices for cost plus and time and materials projects will show charges for different personnel and expense classifications. Each invoice is due on presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one percent (1%) per month on past due accounts. We reserve the right to suspend or terminate work under our agreement upon failure of the client to pay invoices when due.

INCREASES

Fee schedule increases made by our firm on an overall client basis will be applied to work on all projects as the increases become effective.



2015 SCHEDULE OF EQUIPMENT USAGE RATES

NTH Consultants, Ltd. will provide the following equipment for use on projects for which we are performing consulting services. The equipment will be charged to the project for the duration of its use on the project. In addition to personnel charges, the following rates will apply:

Usage Code

| | | Geotechnical Equipment | |
|----|-------|--|--|
| GT | 105 | Frequency Analyzer/DAT Recorder/Low Frequency Accelerometers | \$ 500 / Day |
| GT | 110 | Blast Monitoring Seismograph | \$ 40 / Day - \$150 / Wk - \$500 / Month |
| GT | 110RA | Blast Monitoring Seismograph with Remote Monitoring | \$ 80 / Day - \$250 / Week |
| GT | 329 | Vibration Telemetry and Website | \$ 250 / Month |
| GT | 162 | Digitilt Inclinometer | \$ 50 / Day - \$350 / Month |
| GT | 143 | Power Auger Equipment | \$ 50 / Day |
| GT | 644 | Datamate / PSI Readout | \$ 30 / Day - \$200 / Month |
| GT | 254 | Dynamic Cone Penetrometer (DCP) | \$ 50 / Day |
| | | Groundwater Monitoring and Sampling Equipment | |
| GW | 686 | Water Level Chart Recording Equipment | \$ 25 / Day |
| GW | 166 | Electric Data Logger with Transducer | \$ 125 / Day |
| GW | 163 | Portable Computer | \$ 30 / Day |
| GW | 134 | Pneumatic Piezometer Readout Control | \$ 30 / Day |
| GW | 183 | Submersible Sampling Pump | \$ 80 / Day |
| GW | 106 | Interface Probe | \$ 40 / Day |
| GW | 131 | Water Level Indicator | \$ 20 / Day |
| GW | 131W | Water Level Recording Device | \$ 60 / Day |
| GW | 226 | Peristaltic Pump | \$ 35 / Day |
| GW | 109 | Sediment Sampler | \$ 15 / Day |
| GW | 113 | Submersible Pump - (Small) | \$ 25 / Day |
| | | Geophysical Equipment | |
| GP | 311 | Ground Penetrating Radar (250 MHZ) | \$ 260 / Day |
| GP | 128 | Resistivity Meter | \$ 40 / Day |
| GP | 127 | Magnetometer | \$ 160 / Day |
| GP | 129 | Electromagnetic Utility Line Locator | \$ 60 / Day |
| GP | 328 | Gator (Off Road 4 x 4) | \$ 60 / Day - \$250 / Week |
| | | Environmental Monitoring Equipment | |
| EM | 120 | Photoionization (HNU) Meter | \$ 80 / Day - \$320 / Week |
| EM | 159 | Flame Ionization Detector (FID) | \$ 150 / Day - \$500 / Week |
| EM | 122 | Quad-Gas Meter | \$ 25 / Day - \$100 / Week |
| EM | 863 | Portable Air Sampling Pump | \$ 20 / Day - \$ 60 / Week |
| EM | 135 | pH Meter | \$ 25 / Day |
| EM | 136 | Specific Conductivity Meter | \$ 25 / Day |
| EM | 137 | Dissolved Oxygen Probe | \$ 25 / Day |
| EM | 856 | X-Ray Florescence Detector | \$ 150 / Day - \$500 / Week |
| EM | 817 | Small Bore Soil Sampling Probe | \$ 75 / Day |
| EM | 325 | Level Troll | \$ 80 / Day - \$240 / Week |
| EM | 326 | Level Troll Reader | \$ 25 / Day - \$100 / Week |
| EM | 851 | Microscope and Supplies | \$ 50 / Day - \$200 / Week |
| EM | 292 | Eagle Methane Detector | \$ 65 / Day |
| EM | 126 | H ₂ S/CO - Single Gas Meter | \$ 8 / Day - \$ 30 / Week |

Equipment rented by NTH Consultants, Ltd. for use on any specific project will be charged at cost plus 15%.



2015 SCHEDULE OF EQUIPMENT USAGE RATES

NTH Consultants, Ltd. will provide the following equipment for use on projects for which we are performing consulting services. The equipment will be charged to the project for the duration of its use on the project. In addition to personnel charges, the following rates will apply:

Usage Codes

Environmental Health Personal Safety Protection Equipment

| | | | |
|----|-----|---------------|-----------------------|
| EH | 117 | Level D | \$ 35 / Person / Day |
| EH | 116 | Level C | \$ 80 / Person / Day |
| EH | 115 | Level B | \$ 170 / Person / Day |

Concrete / Asphalt Equipment

| | | | |
|----|-----|---|------------------------------|
| CA | 738 | Floor Profiling Device | \$ 60 / Day |
| CA | 147 | Windsor Probe Equipment | \$ 30 / Day and \$28 / Probe |
| CA | 160 | Pachometer (R-Meter) | \$ 25 / Day |
| CA | 194 | Concrete Coring Equipment | \$ 75 / Day |
| CA | 223 | Generator | \$ 75 / Day |
| CA | 180 | Rotary Hammer Drill | \$ 25 / Day |
| CA | 190 | Asphalt Field Marshall Test Equipment | \$ 50 / Day |
| CA | 645 | DR-Meter | \$ 25 / Day |
| CA | 193 | Borescope | \$ 50 / Day |
| CA | 681 | Light Meter | \$ 15 / Day |
| CA | 683 | Spotting Scope | \$ 15 / Day |
| CA | 684 | Swiss Hammer | \$ 10 / Day |
| CA | 685 | Tie Locator | \$ 20 / Day |
| CA | 816 | Moisture Emission Test Kit | \$ 28 / Each |
| CA | 753 | Ferroskan -- Steel Reinforcement Detection System | \$ 250 / Day |
| CA | 752 | Impact Echo Equipment (Thickness) | \$ 50 / Day |
| CA | 647 | Coating Thickness Gauge | \$ 25 / Day |
| CA | 749 | Thermocouples | \$ 25 / Each |

Steel Equipment

| | | | |
|----|-----|--|--------------|
| SE | 114 | Ultrasonic Equipment | \$ 60 / Day |
| SE | 221 | Torque Wrench Calibration Apparatus (Skidmore) | \$ 40 / Day |
| SE | 643 | Paint Thickness Gauge | \$ 25 / Day |
| SE | 720 | Dye Penetrant Test Material | \$ 20 / Each |
| SE | 721 | Hardness Tester | \$ 40 / Day |
| SE | 723 | Magnetic Particle Equipment - Prods | \$ 50 / Day |
| SE | 722 | Magnetic Particle Equipment - Yoke | \$ 25 / Day |
| SE | 724 | Torque Wrench | \$ 12 / Day |

Equipment rented by NTH Consultants, Ltd. for use on any specific project will be charged at cost plus 15%.



2015 SCHEDULE OF EQUIPMENT USAGE RATES

NTH Consultants, Ltd. will provide the following equipment for use on projects for which we are performing consulting services. The equipment will be charged to the project for the duration of its use on the project. In addition to personnel charges, the following rates will apply:

| <u>Usage Code</u> | <u>Roofing Equipment</u> | |
|---|--|-----------------------------|
| RE 207 | Infrared Moisture Detection Equipment | \$ 100 / Day |
| RE 215 | Electrical Capacitance Moisture Detection Equipment | \$ 50 / Day |
| RE 220 | Troxler Nuclear Roof Moisture Gauge | \$ 50 / Day |
| RE 639 | Digital Camera / Software | \$ 25 / Day |
| RE 168 | Video Recorder | \$ 50 / Day |
| RE 217 | Roof Wind Uplift Equipment | \$ 50 / Day |
| Various Test and Field Equipment | | |
| VE 100 | Troxler Nuclear Moisture Density Gauge | \$ 50 / Day - \$175 / Week |
| VE 267 | Housel Penetrometer | \$ 20 / Day |
| VE 268 | Vacuum Box for Field Testing of Geosynthetics | \$ 30 / Day |
| VE 690 | Field Proctor Set | \$ 40 / Day |
| VE 139 | Four-Wheel Drive Vehicle, Excluding Mileage | \$ 60 / Day |
| VE 195 | Field Office Trailer | \$ 240 / Month |
| | Field Laboratory | |
| VE 201 | Soils Only | \$ 325 / Month |
| VE 202 | Soils and Concrete | \$ 500 / Month |
| VE 204 | Asphalt | \$ 50 / Day - \$325 / Month |
| VE 948 | Cellular Phone (Field Projects) | \$ 15 / Day |
| VE 727 | Metal Detector | \$ 12 / Day |
| VE 728 | Air Compressor | \$ 30 / Day |
| VE 156 | Survey Equipment | \$ 25 / Day |
| VE 328 | Gator (Off Road 4 x 4) | \$ 60 / Day - \$250 / Week |
| Tunnel Inspection Equipment | | |
| TI 208 | Tunnel Safety Equipment, Including: Lights, Breathing Apparatus, Gas Meters, Fall Control Device, Rope Ladder, Walking Sticks, Boots, and Protective Equipment | \$ 500 / Day |
| TI 209 | 10 Minute ELSEA Escape Pack | \$ 15 / Day - \$35 / Week |
| TI 210 | 5 Minute ELSEA Escape Pack | \$ 15 / Day - \$35 / Week |
| TI 200 | 30 Minute SCBA | \$ 50 / Day |
| TI 212 | 50 Foot Fall Control Device | \$ 100 / Day |
| TI 216 | Tunnel Ventilator | \$ 75 / Day |

Equipment rented by NTH Consultants, Ltd. for use on any specific project will be charged at cost plus 15%.



SCHEDULE OF LABORATORY TEST RATES (UPDATED)

NTH Consultants, Ltd. will perform laboratory tests on soils, concrete, asphalt, and other construction materials as requested for specific projects. In addition to charges for engineering, technical review and secretarial support, these tests will be performed at the following rates:

| <u>Code</u> | <u>Description</u> | <u>ASTM/AASHTO Method</u> | <u>Rate</u> |
|-----------------------|---|---------------------------|---|
| Soils | | | |
| 230 | Sieve analysis (washed through No. 200 sieve) | D 422/T 88* | \$ 75 / each |
| 235 | Material passing No. 200 sieve only | D 1140/----* | \$ 50 / each |
| 240 | Hydrometer analysis | D 422/T 88* | \$ 110 / each |
| 245 | Atterberg limits | D 4318/T 89 & T 90* | \$ 100 / each |
| 250 | Specific gravity | D 854/T 100* | \$ 80 / each |
| 255 | Water content | D 2216/T 265* | \$ 15 / each |
| 260 | Dry density | | \$ 15 / each |
| 265 | Hand penetrometer test | | \$ 10 / each |
| 270 | Unconfined compression test (controlled strain) | D 2166/T 208* | \$ 60 / LIner |
| 271 | Unconfined compression test (controlled strain) | D2166/T208* | \$ 65 / Shelby |
| 276 | Consolidated-undrained triaxial compressive test on cohesive soils (1 confining stress) | D 4767/T 297* | \$ 350 / each |
| 274 | Unconsolidated, undrained compressive strength of cohesive soils Triaxial compression (1 confining stress) | D 2850/T 296* | \$ 175 / each |
| 280 | Consolidation test to 16 tsf on 2-1/2 inch diameter specimen, including one reload cycle and time curves | D 2435/----* | \$ 550 / each |
| 294 | Direct Shear (1 normal load) < 3" | D 3080/T236* | \$ 125 / each |
| 633 | Adjustment of soil moisture and compaction of soil samples to specified density for consolidation, triaxial, unconfined compression, permeability and swell tests | | \$ 75 / hour |
| 290 | Standard proctor compaction test | D 698/T99* | \$ 150 / each |
| 291 | One point verification | D 698/T99* | \$ 80 / each |
| 295 | Modified proctor compaction test | D 1557/T180* | \$ 185 / each |
| 296 | One point verification | D 1557/T180* | \$ 80 / each |
| 300 | California bearing ratio (excluding proctor) | D 1883/T193* | \$ 270 / point |
| 304 | Constant head permeability (sand) | D 2434/T215 | \$ 225 / each |
| | Permeability test in a modified triaxial cell | D 5084/----* | |
| 312 | Undisturbed sample | | \$ 250 / each |
| 313 | Remolded sample | | \$ 310 / each |
| 346 | Ash and organic content | D 2974/T267 | \$ 60 / each |
| 320 | pH determination | D 4972/---- | \$ 55 / each |
| 279 | Brass liner usage | | \$ 1.25 / each |
| Rock | | | |
| 269 | Unconfined compressive strength (includes trimming) | D 7012 | \$ 110 / each |
| 269S | Slake durability | D 4644 | \$ 100 / each |
| 441 | Splitting Tensile Strength (Brazilian) | D 3967 | \$ 80 / specimen |
| Aggregate | | | |
| 330 | Sieve analysis | C 136/T27* | \$ 95 / each |
| 335 | Colorimetric | C 40/T21* | \$ 50 / each |
| 340 | Specific gravity | C 127/T85 or C 128/T84* | \$ 65 / each |
| 345 | Absorption | C 127 or C 128/----* | \$ 55 / each |
| 350 | Deleterious particles, coarse aggregate | | \$ 50 / each |
| 365 | Abrasion - Los Angeles - coarse or fine | C 535 or C 131/T96* | \$ 175 / each |
| 370 | Unit weight | C 29/T19* | \$ 55 / each |
| Asphalt | | | |
| 347 | Quantitative Extraction | D 2172/T164* | \$ 150 / each |
| 385 | Sieve analysis of extracted aggregate | D 5444/T30* | \$ 75 / each |
| 382 | Theoretical maximum density | D 2041/T209* | \$ 75 / each |
| 301 | Bulk specific gravity - lab compacted, 3 specimens | D 2726/T166* | \$ 180 / each |
| 379 | Bulk specific gravity (unit weight) - cores | D 2726/T166* | \$ 60 / each |
| 360 | Fracture count | D 6821/----* | \$ 45 / each |
| Sample Storage | | | |
| 990 | Storage of samples beyond 90 days | --- | \$ 10 / month/sq ft (minimum \$20/month) |

*AASHTO accredited test method.



SCHEDULE OF LABORATORY TEST RATES (UPDATED)

NTH Consultants, Ltd. will perform laboratory tests on soils, concrete, asphalt, and other construction materials as requested for specific projects. In addition to charges for engineering, technical review and secretarial support, these tests will be performed at the following rates:

| <u>Code</u> | <u>Description</u> | <u>ASTM/AASHTO Method</u> | <u>Rate</u> |
|---|---|---------------------------|---|
| Concrete | | | |
| 425 | Compressive strength of concrete cylinders (6"x12") | C 39/T22* | \$ 16 / each |
| 348 | Compressive strength of concrete cylinders (4"x 8"), if specified | C 39/T22* | \$ 15 / each |
| 435 | Flexural strength of concrete beams | C 78/---* | \$ 60 / each |
| 440 | Splitting tensile strength of cores | C 496/--- | \$ 140 / each |
| 445 | Direct tensile strength of cores (or overlays) | ---* | \$ 200 / each |
| 450 | Compressive strength of concrete cores | C 42/T22 & C 174/--- | \$ 60 / each |
| Concrete Masonry | | | |
| 475 | Compressive strength, set of three units | 140/--- | \$ 180 / set |
| 485 | Absorption and unit weight, set of three units | C140/--- | \$ 150 / set |
| Compressive strength of built-up prisms | | | |
| 490 | 2 block high | C 1314/--- | \$ 150 / prism |
| 491 | 3 block high | C 1314/--- | \$ 200 / prism |
| 426 | Compressive strength of 2"x2"x2" mortar cubes | C109/T106 | \$ 14 / each |
| 492 | Compressive strength of 3"x3"x6" grout specimen | C1019/--- | \$ 20 / each |
| Clay Masonry | | | |
| 349 | Compressive strength, set of five units | C 67/--- | \$ 200 / set |
| 423 | Absorption, set of five units | C 67/--- | \$ 250 / set |
| 422 | Initial rate of absorption, set of five units | C 67/--- | \$ 200 / set |
| 673 | Efflorescence, set of ten units | C 67/--- | \$ 160 / set |
| 421 | Measurement of warpage, set of ten units | C 67/--- | \$ 250 / set |
| Sample Storage | | | |
| 990 | Storage of samples beyond 90 days | --- | \$ 10 / month/sq ft (minimum \$20/month) |

*AASHTO accredited test method.

- 6) Period of Performance. This contract will begin at the time of execution and continue for two (2) years, with an option to renew at the City's discretion.

- 7) Method of Payment. Contractor will be paid 30 days after completion of work as outlined in the Scope of Services after submission of a valid invoice.

- 8) Applicable Law. This contract shall be governed by and construed in accordance with the laws of the City of Pontiac, State of Michigan and applicable federal laws.

- 9) Compliance with Laws. The Contractor understands that the City is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Michigan, and City of Pontiac laws and regulations, as now existing and as may be amended or modified.

The Contractor is responsible for instructing and training their employees in appropriate safety measures. Employees will be responsible for maintaining a safe work environment while completing their tasks.

- a) The Contractor shall comply with the Michigan Right to Know Law (Amendments to Act 154), which requires that all employers within the State comply with federal Hazard Communications Standards (C.F.R. 1910.1200) and certain additional guidelines as of February 25, 1987. These Standards specify that employers develop a written hazard communication program, which is to be made available for workers or their designated representatives.
 - b) The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act
 - c) The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the City against such liability.
- 10) Requirements contract. During the period of the contract, the Contractor shall provide all the services described in the contract. The Contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the Contractor if no services are required.

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor shall provide Professional Engineering Services.

Except as otherwise provided herein, Contractor shall furnish all labor, supervision and services necessary to properly execute and complete the work as described in the Professional Engineering Services Notice to Bidders dated October 24, 2016 and awarded in Section 5 and is considered part of this exhibit. In addition, the bid submitted by NTH Consultants, Ltd., signed by Keith M. Swaffer, Executive Chairman, shall provide the additional detail to Section 5.

The RFP is incorporated into this agreement.

From: Lisa Dilg <LDilg@nthconsultants.com>
Sent: Monday, October 10, 2016 4:20 PM
To: Michelle McKenzie
Cc: Rick Burns
Subject: RFP for Professional Engineering Services
Categories: notice of interest or bid

We are interested in submitting a bid for this project:

Firm Name: NTH Consultants, Ltd.
Project: Professional Engineering Services
Contact: Lisa Dilg
Phone: 248.662.2031
Fax: 248.324.5306
Email: ldilg@nthconsultants.com
Postal Address:
41780 Six Mile Rd
Northville, MI 48168

Thank you,

Lisa

Lisa Dilg
Corporate Marketing Manager

NTH Consultants, Ltd.
41780 Six Mile Road
Northville, MI 48168
Direct: (248) 662-2031
Fax: (248) 324-5306
ldilg@nthconsultants.com
www.nthconsultants.com



NTH Consultants, Ltd.
Infrastructure Engineering
and Environmental Services

NOTICE TO BIDDERS

The City of Pontiac will open sealed bids on Monday, October 24, 2016 at 2:00 p.m. prevailing local time in the City Hall Lion's Den conference room at 47450 Woodward Ave for:

Professional Engineering Services

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PONTIAC, CITY CLERK, 47450 Woodward Ave., Pontiac, MI 48342 by 2:00 PM, Monday, October 24, 2016. Envelopes should include the name and mailing address of the vendor on the outside and be plainly marked:

"Professional Engineering Services"

The City of Pontiac is seeking professional services to provide engineering services including engineering plan review services, design, construction engineering, contract administration services, MS 4 regulatory compliance assistance and other related engineering services. The contract will begin at the time of execution and continue for one (1) year with an option to renew for year two (2) and year three (3) at the City's discretion.

One or more qualified firms may be selected and services will be scheduled at the direction of the City of Pontiac on a per project basis.

The selected engineering firms shall minimally possess successful experience in the areas described in the Scope of Services. Knowledge of the City's codes, ordinances and engineering design standards is beneficial.

No proposal submitted may be withdrawn for at least ninety (90) days after the actual opening of the proposal.

General specifications, description and conditions upon which the bid proposal is to be based are available at the City of Pontiac website:

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

Please refer to the website for any addenda that may be issued. Respondents 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 mailed upon request.

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids that it deems to best serve the interest of the City.

If you have any questions regarding this RFO, please contact the Purchasing Agent at (248) 758-3120 or send an email to MMcKenzie@pontiac.mi.us

If you have questions regarding the specifications, contact John Balint City Engineer at (248) 758-3615.

1. INSTRUCTIONS TO BIDDERS

1.1 Qualifications to be Received

Qualifications for Professional Engineering Services will be received at the Office of the City Clerk of the City of Pontiac, Michigan Monday, October 24, 2016 at 2:00 p.m., and immediately thereafter will be publicly opened and read.

Bidders MUST submit an original and three copies of the proposal. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested. Qualifications must be submitted in a sealed envelope and addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a response must be plainly marked on the outside as "Professional Engineering Services", and the envelope should bear on the outside the name of the respondent, his address, and the name of the project for which the response is submitted. If forwarded by mail, the sealed envelope containing the response must be enclosed in another envelope addressed to the City Clerk, City of Pontiac at 47450 Woodward Avenue Pontiac, MI, 48342.

Qualifications will be received during regular business hours at the place and up to the time stated in the advertisement. Any extension in time will be by official notification. Responses may be delivered in person or mailed, but their delivery is the respondent's responsibility. Any response received after the stated hour, even through the mail, will be returned unopened to the respondent.

1.2 Examination of Bid Documents

Before submitting a qualifications proposal, respondents shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations.

1.3 Basis of Award

The intention of the City is to award the contract for this job to the most qualified applicant(s) whose skill set and past work history are equal to the task of completing the work in a satisfactory manner in the time period specified by the City. The successful respondents will show proof of at least five (5) years' experience in Professional Engineering Services. One or more qualified firms may be selected and services will be scheduled at the direction of the City of Pontiac on a per project basis.

1.4 Bid Bond

No Bid Bond required.

1.5 Pre-Proposal Meeting

No pre-proposal meeting required.

2. TERMS AND CONDITIONS

2.1 Laws and Municipal Ordinances, Permits

The respondent be fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or equipment and materials used in the work, and all others and any decrees of bodies or tribunals having any jurisdiction or authority over the same. The respondent shall at all times observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the laws of the State of Michigan, City ordinances, as well as all other bodies having jurisdictional authority.

The Contractor shall be responsible for obtaining and paying for any and all permits that may be required for this project and shall be responsible for arranging all required inspections if needed.

2.2 Non-Discrimination

The respondent agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act no. 220, Public Act of 1976, as amended and all other applicable federal, state and local laws and regulations. Specifically, Bidders and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

2.3 Indemnification

The Contractor shall indemnify, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan, to the extent no greater than its relative degree of fault.

2.4 Jurisdictional Authority

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful respondent consents to the jurisdiction and venue of the courts in Oakland County, Michigan and of the United States District Court for the Eastern District, Southern Division.

2.5 Severability

The successful respondent will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

2.6 Income Taxes

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3235, 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:

- a. Pontiac resident employees regardless of where they work for the employer; and
- b. Nonresident employees for work performed in the City.

Contractor is also required to file Pontiac income tax returns and to report and pay income tax on the net profits earned by the contractor in the City of Pontiac. Contractor is not eligible for the award if they have not filed or paid corporate and employee income tax to the City of Pontiac.

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

2.7 Compensation and Payment

All invoices submitted against the contract must identify the work performed in detail. Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice(s) to the City. Invoices must meet the following conditions for payment:

- a. Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- b. Contractor must submit price lists in accordance with bid requirements.
- c. All invoices will be original.
- d. Invoices will prominently display the requisition or purchase order number, if applicable.
- e. Invoices will be signed by the individual responsible for authorizing contract payments for the City of Pontiac.

Original invoice must be submitted to the City of Pontiac, Attn: Accounts Payable.

Payment Terms – Net 30

2.8 General Conditions

It is the responsibility of the respondent to review General Conditions as specified.

All funds must be quoted in US dollars

2.9 Quotations/Proposals

Bidders MUST submit an original and three copies of the bid quotation/proposal. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested.

The submittal should address all of the points outlined in this RFQ. The document is to be prepared simply and economically, providing a straight-forward, concise description of the Firm's capabilities to satisfy the requirements of the RFQ. Highlight any parts that reflect the Firm's unique philosophy or insight regarding its approach to serving as the City's Professional Engineering Services and how this approach will positively impact the successful completion of a variety of projects.

The statement of qualifications' document should not exceed twenty (20) pages in length, excluding covers, table of contents, dividers, required forms, resumes, certifications and affiliations, references and insurance documentation. To simplify the review process and to obtain the maximum degree of comparability, the submittal will include the following information and will be organized in the order and manner specified below. While additional data may be presented, the following subjects must be included. They represent the criteria against which the submittals will be evaluated.

2.10 Minor Deviations

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation or services rendered. Other products and/or services may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations may be grounds for rejection of your bid.

The decision of the City of Pontiac, acting through the Purchasing Agent, shall be final as to what constitutes acceptable deviations from specifications.

2.11 Bonds and Insurance

Receipt of bonds and/or insurance is part of the process of determining which respondent may be recommended for award to the City Administrator. If cause is found to change the recommendation that your company be awarded the contract, or if the City Administrator does not approve the recommendation, the City shall not be liable for any costs incurred by you in the bid process, including the cost of acquiring bonds and/or insurance.

The Contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to City of Pontiac. The limits required below do not limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

Workers' Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance: The Contractor shall procure and maintain said insurance during the life of this contract, for: Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 1,000,000 per occurrence and aggregate. 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, if not already included.

Motor Vehicle Liability: The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 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.

Additional Insured: Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: 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 thereof. 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.

Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is 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: Risk Manager, City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342."

Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time 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.

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

2.12 Performance Bond

No bond shall be required.

2.13 Payment Bond

No payment bond shall be required unless the City agrees to subcontract.

2.14 Subcontracting

The City of Pontiac will not allow subcontracting for this agreement unless a request to do so is made by the City. All persons working on this project shall be employees of the Bidder as defined by law.

3. DESCRIPTION OF SERVICES

3.1 GENERAL

The City of Pontiac is requesting Qualification Statements for the purpose of issuing a Contract for Professional Engineering Services. They are to complete the following scope of services.

3.2 SCOPE OF WORK

The City of Pontiac is seeking Professional Engineering Services for engineering plan review, design, construction engineering, MS-4 regulatory compliance assistance and contract administration services. Services will be administered on a per project basis and will be scheduled at the direction of the City of Pontiac. The engineering firm shall perform professional services, including but not limited to, the following:

The selected engineering firm(s) shall perform plan review services for private development projects relative to local roads, and storm drainage for general compliance with City of Pontiac ordinances and applicable standards. The selected firm(s) will need to coordinate efforts with the Oakland County Water Resource Commissioner's Office on many projects. The selected engineering firm(s) may be requested to also perform professional services related to the survey, construction inspection, design and construction of local and major roads, including traffic signal design (MDOT prequalified) and traffic modeling application/review with software such as SYNCHRO, CORSIM, RODEL, VISSIM, bridges, storm drainage systems, sidewalk and projects that may include bio-engineering, stream restoration, improvements that benefit surface water quality, habitat enhancements and other projects that could potentially be funded through the GLRI.

The firm must be knowledgeable and demonstrate proficient in performing professional services that involve Federal, State or County criteria and regulations, as well as local

engineering standards, MS-4 regulations and compliance, and adopted road policies and procedures for processing special assessment districts.

The City reserves the right to interview any number of qualifying firms as part of the evaluation and selection process. The decision as to which proposer to contact (if any) will be based upon the most qualified, capable, experienced and cost effective proposer(s) as determined in the evaluation process. The lowest price proposal may not have a direct bearing on the final selection. The City of Pontiac reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints.

3.3 SCOPE OF SERVICES

3.3.1 Commercial and Condominium Construction Plan Review:

- * The Consultant shall perform a technical review of the pre-preliminary, preliminary and final site plan to verify engineering conformance with the adopted engineering standards of the City of Pontiac. The Consultant shall report, in writing, to the City of its findings pursuant to the technical review. This may require the Consultant to attend the City's Development Review Committee Meeting, which is typically schedule once a month.
- * Technical services shall consists of a review of the site plan, tree removal plan and landscape plan for compliance with grading, storm sewers, flood plains, wetlands drainage patterns, detention or retention facilities, sidewalks and local and major roads standards including traffic related impacts, set by the City. Review of the tree removal plan and landscape plan is limited to identifying the impacts of the trees and landscaping on the existing and proposed site utilities. Review shall also include an assessment of compliance with utility districts and master plans for utilities and roadways.

3.3.2 Platted Subdivision Plan Review:

- * The consultant shall provide a technical review of the tentative preliminary, preliminary and final plat for subdivisions to verify conformance with the adopted engineering standards of the City of Pontiac. The Consultant shall report, in writing, to the City of its findings pursuant to the technical review.
- * Technical services shall consist of a review of the tentative preliminary plat or final preliminary plat, slope gradient sketch, drainage pattern sketch, tree removal plan and landscape plan for compliance with grading, storm sewers, flood plains, wetlands drainage patterns, detention or retention facilities, sidewalks, and local and major road standards including traffic related impacts. Review of the tree removal plan and landscape plan is limited to identifying the impacts of the trees and landscaping on the

existing and proposed site utilities. Review shall also include an assessment of compliance with master plans for utilities, pathways and roadways.

3.3.3 Construction Plan Review:

- The Consultant shall perform a technical review of the detailed construction engineering drawings, the opinions of the probably cost and supporting documentation for compliance with grading, storm sewers including innovative designs that address water quality, water quantity and discharge rate controls, drainage patterns, detention or retention facilities, footings and retaining walls, sidewalks, and local and major roads standards, including traffic issues set by the City. The Consultant shall report, in writing, to the City of its findings pursuant to the technical review of the detailed construction drawings and the opinion of probable cost.
- Technical services shall consists of a review of the detailed engineering drawings, profiles, construction details, tree removal plan and landscape plan for compliance with grading, storm sewers, drainage patterns, flood plains, wetlands, detention or retention facilities, sidewalks, pathways, and local and major roads standards set by the City, County or State. Review shall include an evaluation of the calculations for the detention or retention basin design and the approval of the emergency flood route. Also, review of the flood plain analysis/HEC-RAS Model to determining accuracy and effectiveness of analysis shall be included. Review of the tree removal plan and landscape plan is limited to identifying the impacts of the trees and landscaping on the existing and proposed site utilities.
- Technical services shall also consist of a review of the construction engineering plans for compliance with other agencies standards and requirements for permit processing for water main and sanitary sewer extensions, relocations or rehabilitation that may be affected by the proposed site development such as Oakland County, Oakland County Water Resources, MDOT or RCOC and Michigan Department of Environmental Quality.

3.3.4 Construction As-Built Plan Review:

- The Consultant shall perform a technical review of the as built drawings prepared by others for completeness, accuracy and compliance with the standards of the City. The Consultant shall use the checklist provided by the City as a minimum guideline for review of the as built drawings. The Consultant shall report, in writing via the checklist and marked drawings, to the City of its findings of the condition of the as built drawings, including a listing of all identified deficiencies and significant deviations from design/permit plans.
- The Consultant may be asked to attend site plan review sessions conducted by City staff, attend as requested pre-construction meetings conducted by the City to assist with the working knowledge of the project, and be available for consultation regarding the engineering plans either from the City staff, developer, outside agencies or other

consultants. The Consultant shall also coordinate with reviews of other Consultants employed by the City to minimize conflict and redundancy.

3.3.5 Grant Assistance:

The Consultant will provide assistance as deemed necessary, to assist the City in pursuing grant funding opportunities, and/or other funding sources that support the City, and Department of Public Services. The Consultant may be required to provide assistance that includes, but is not limited to: preparing letters of interests on behalf of the City, grant writing services, or any other services that may be required to complete an application as it relates to pursuit of a grant and/or other funding sources available. The City will be responsible for administering the grants after award.

Services required may include, but not be limited to:

- If considered necessary, on-site attendance of meetings as scheduled by the City in order to understand the City's needs and goals and provide periodic updates.
- Provide advice to the City on the advisability of pursuing a specific grant and the likelihood of success
- Consult with City staff on the roles they will play in cooperation with the vendor in preparing the proposals.
- Coordinate with City staff and develop timelines for completion of tasks and who is assigned to each task to be completed.
- Research, write and prepare forms necessary for submission of each grant, including the development of textual narrative, budget sections, and supporting documentation.
- Deliver to the City a first-draft proposal for each agreed-upon project no less than twenty-one (21) calendar days prior to grant submission deadline, if reasonable.
- Deliver to the City a final agreed-upon version of the documentation by electronic copy or other approved method no less than five (5) days after final approve received.

3.4 Engineering Services

3.4.1 Survey

The consultant shall provide all services to obtain complete background data from the site location, including, but not limited to, property corners and survey monument, benchmarks, topographic information and location of all underground utilities in sufficient quantity and extent to be used as a base map for the preliminary and final design. Included is mapping of wetlands, flood plains, trees and other environmental elements that may impact design, excluding an Environmental Site Assessment (ESA).

3.4.2 Preliminary Design

The consultant shall from the survey data; develop preliminary plans to address the project at a scale of 1"=40' for roads and 1" = 50' for utilities (unless metric is required by an agency of jurisdiction). The plans shall include soils data (provided by others), alignment, all layout and survey controls, quantities, and sufficient detail to fully describe the project and extent of work to be done by the contractor. Development of the preliminary plans will involve contact and meetings with City officials, employees and the public affected by the project. The consultant shall also conduct informational meetings with the public as needed for the project.

3.4.3 Final Design

The consultant shall gather review comments from the City, its agents, employees, the public, utility companies and other agencies affected by the project and compile the data to use in completing the design of the project. Detailed construction plans, including specifications for construction and standard details shall be created for the project. The firm shall provide a detailed construction estimate of costs, along with all bid/contract documents and plans in an electronic format acceptable to the City. The consulting firm shall provide sufficient hard copies of bid documents and plans as required by the City.

The consultant shall also apply for all permits needed for the project on behalf of the City.

The consultant shall also identify the need for all temporary or permanent easements, as well as any required rights-of-way for the project. The consultant shall develop the legal descriptions and sketches for all required easements or road rights-of-way.

3.5 Construction Engineering and Contract Administration Services

Layout:

Construction survey layout services will consist of staking for line and elevation of specific contract items such as edge drain, curb and gutter, ditches, culverts, underground utilities, pavement sections and witnessing and verifying monument locations. Survey shall also include location of property corners and monuments, as well as resetting these markers as needed for the project.

Inspection:

Daily observation, as needed, will be requested on days when significant construction work is occurring. Daily field reports will be prepared documenting pay item quantities and general progress for the day. Checking line and elevation for compliance with project specifications and maintaining regular communication with City staff throughout

the construction phase of a project will also be requested as part of the inspector's regular responsibilities.

Construction Engineering:

These services shall consist of part-time project engineering services. The services shall include attending the preconstruction meeting and site visits by a project engineer to oversee and supervise the inspector. The engineer will be responsible for ordering appropriate materials testing, reviewing progress payments and resolving any interpretations or problems, which may arise with the plans and specifications. The engineer will review shop drawings for materials supplied for conformance with the design concept and compliance with the contract documents. The engineer will preside over bi-weekly progress meetings (if required by the City) and prepare meeting minutes.

Contract Administration

This service shall consist of providing assistance as needed during the bidding and awarding phases of a project, the preparation of monthly construction pay estimates in a timely manner to meet project deadlines for estimate approval, review of contractor's construction progress for compliance with the approved project schedule, verification of the contractor's certified payroll, interviews, and change order preparation, if required. The project engineer will be responsible to resolve all complaints and contractor's claims for extra compensation. On project involving State or Federal funds, the engineer shall provide a final report on the project in the format required by the agency of jurisdiction.

Construction Testing

Construction testing services shall be performed by the consultant, or a sub-consultant selected by the consultant. The project engineer will be responsible to coordinate and schedule testing services as needed for the work.

As-Builts

As-Built plans will consist of final and approved drawings showing any significant field changes to underground utilities and/or structures, including but limited to, final measured quantities and witness tips to all utility structures.

Environmental and Geotechnical Engineering

Provide quarterly monitoring at the Collier Road Landfill for both methane and groundwater, as required under Michigan solid waste regulations, as well as providing additional as-needed environmental engineering consulting services.

Architectural Services

Conceptual studies and renderings, renovation and repair for City owned property.

Quarterly Groundwater & Methane Monitoring Reports

Preparation of the quarterly groundwater monitoring reports, in accordance with the site's Hydro geologic Monitoring Plan, will be needed. This includes preparing

groundwater elevation contour maps, performing statistical analysis of the groundwater quality data, and compiling the necessary reports for submittal to the MDEQ. The groundwater sampling and analysis will continue to be performed by TestAmerica Laboratories, Inc. (TAL), under separate contract with the City of Pontiac. TAL will provide the field and laboratory data to the Consultant following each quarterly sampling event.

According to the current monitoring plan, the First and Third Quarter are considered "assessment monitoring" events, which entailed an extended list of monitoring parameters and associated reporting/evaluations. Therefore, these quarterly events entail somewhat more effort to complete than the Second and Fourth Quarters.

Additional services may include the preparation of the quarterly methane monitoring reports, in accordance with the Methane Gas Management Plan. This includes reviewing and tabulating the field data, and compiling a letter report for submittal to the MDEQ. Field measurements will be performed by TAL, under separate contract with the City of Pontiac, and the field data will be provided to the Consultant following each quarterly sampling event.

As-Needed Geotechnical and Environmental Engineering Services

Provide additional environmental engineering services related to the landfill monitoring, closure activities or general needs at the request of the City of Pontiac. Additional necessary services may include site visits and inspections, responding to MDEQ correspondence, or additional field measurements or sampling.

4. NON-ASSIGNMENT OR TRANSFER

The service provided for under the Contract shall not be sub-contracted, assigned or transferred by the Contractor.

5. CITY RULES

Employees of Contractor shall comply with all instructions, and building regulations issued by representatives of the City of Pontiac.

6. TERM OF CONTRACT

The contract will begin at the time of execution and continue for one (1) year with an option to renew for years two (2) and year three (3) to renew at the City's discretion.

The consultant shall disclose all projects for private development that may be in conflict with other City projects before execution of the contract.

The City's acceptance of a proposal and approval of the award of a contract shall not constitute a formed contract and the acceptance of a proposal and award of a contract shall be contingent

and conditioned upon the parties' entry into and execution of a written agreement acceptable to the City.

7. PROGRESS PAYMENTS/RETAINAGE

This contract is not subject to progress payments or retainage.

8. PAYMENTS TO CITY

No payments required.

THIS ENDS THE ABOVE SECTION
FOLLOWING PAGES ARE BID PROPOSAL FORM AND SAMPLE CONTRACT

FORM OF PROPOSAL

To: City of Pontiac, Michigan _____, 2016
To All Here Present:

Having carefully examined the bid for the proposed work, and being fully informed in regard to the conditions to be met in the prosecution and completion of the work, and having read and examined the Instructions to Bidders, Agreement, Bonds, General Conditions, Plans and Specifications pertaining to this work and agreeing to be bound accordingly, the undersigned proposes to furnish all the materials, labor, and other equipment as necessary in full accordance with and conformity to the plans and specifications for this work now on file in the office of the City's at and for the following named prices, to wit:

THIS BID PROPOSAL MUST BE SUBMITTED BACK TO THE CITY OF PONTIAC IN ITS ENTIRETY AS PART OF THE CONTRACTORS BID SUBMISSION. MAKE SURE THAT ALL PAGES ARE COMPLETELY FILLED OUT AND THAT ALL INFORMATION REQUESTED IS COMPLETE. FAILURE TO DO SO MAY BE CAUSE TO REJECT YOUR BID PROPOSAL. IF A BID IS NOT BEING SUBMITTED FOR A PARTICULAR AREA OF WORK, PLEASE MARK "NO BID" IN THE APPROPRIATE SPACE.

UNDERSTANDING OF SERVICE

These guidelines are provided to assist firms submitting in response to this Request for Proposal in formulating a thorough response. The successful firm ensures and understands that:

1. All licenses required by the State of Michigan are to be maintained by the firm during the course of the contract.
2. All required insurances are to be maintained by the firm during the course of the contract.
3. The firm will provide a single point of contact for the duration of the contract.
4. The firm will comply with administrative procedures of the City.
5. The firm will meet with applicable City departments and consultants to review specific concerns or issues.
6. The firm shall perform with a consistent team.
7. The firm shall attend meetings as requested.
8. The firm shall apply for all permits needed for the project(s) on behalf of the City or agency of jurisdiction.
9. The firm shall provide status sheets periodically to City.

Selection Criteria:

Proposals will be evaluated and ranked. The City of Pontiac reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more firms. The firm(s) selected will be chosen on the basis of the apparent greatest benefit to the City, including but not limited to:

1. *Responsiveness to Objectives/Methodology* – The firm shall provide a work program that expressly addresses the objectives identified in the Request for Proposals. The selection committee will determine how well the proposed work program benefits/assists the objectives of the City.
2. *Experience and Qualifications* – The firm must have personnel who have experience with the professional engineering services described herein, as well as experience in working with municipal governments or public entities. Provide information on technical training, experience, and education of ONLY the personnel who will be assigned to the City's projects.
3. *Capacity* – Enumeration of the firm's capability to accomplish projects with its present work force. Firms should clearly identify all disciplines available within the firm and those that will be subcontracted to others. List the subcontracted firms that will be involved in the project. Provide for each firm the scope of responsibility. Based on current and anticipated workloads, provide estimated turnaround times for the City's project.
4. *Comparable Projects* – Provide a list of comparable projects/services (minimum of 5; maximum of 10 public sector clients) that have been successfully completed by your firm within the past 3 years and a contact person (name, address, title, responsibility, and phone number) for each project.
5. *Cost Proposal* – Present cost proposal defining hourly rates for all personnel and/or services fee schedule. Provide any estimated direct expenses and an itemization of services and related fees, including all additional charges, i.e., travel, lodging, meals and other out-of-pocket expenses (clearly define) that may be incurred under this contract.

Fees for attendance at meetings shall be separate from hourly rates for other engineering services. Meetings could include developer requested meetings; Planning Commission meeting attendance and/or City progress meetings.

Explain how subcontracted tasks will be billed. Include the multiplier for all personnel as well as subcontracted staff.

The City reserves the right to interview any number of qualifying firms as part of the evaluation and selection process. The decision as to which proposer to contact (if any) will be based upon

the most qualified, capable, experienced and cost effective proposer(s) as determined in the evaluation process. The lowest price proposal may not have a direct bearing on the final selection. The City of Pontiac reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints.

Clear and concise proposals will be considered an asset to a submission. Elaborate, lengthy or redundant proposals, beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

CITY OF PONTIAC - BID PROPOSAL

I, the undersigned, propose to provide services proposed in this contract as per specifications supplied by the City of Pontiac. No contract is active until a purchase order is issued to the successful bidder.

I further propose to deliver the above-described services for the City of Pontiac in first class operating manner in accordance with all specifications contained herein subject to purchaser's inspection of services performed.

I attest that the bid includes all information necessary for the City of Pontiac to accept bid.

NAME, ADDRESS AND PHONE NUMBER:

NTH Consultants, Ltd; 41780 Six Mile Road, Northville, MI 48168; 248.553.6300

Dated and signed at Northville, MI on 10/19/2016
(City) (Date)

Name of Bidder: NTH Consultants, Ltd.

Address of Bidder: 41780 Six Mile Road; Northville, MI 48168

By: [Signature] Title: Executive Chairman

Office # 313.237.3939 Cell # 313.418.4699

FAX# 313.237.3909 FEDERAL TAX I.D. NUMBER (38 1880747)

EXHIBIT "B"

ADDITIONAL TERMS AND CONDITIONS

- 1) Attorneys' fees and expenses. Subject to other terms and conditions of this contract, in the event the Contractor defaults in any obligation under this contract, the Contractor shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the City in enforcing this contract or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the City be obligated to pay any attorneys' fees or costs of legal action to the Contractor.
- 2) Authority to contract. The Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this contract; (b) that it is qualified to do business and in good standing in the State of Michigan; (c) that entry into and performance under this contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this contract.
- 3) Confidential information. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of the City shall result in the immediate termination of this contract.
- 4) Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that the City of Pontiac is a public City of the State of Michigan and is subject to the laws regarding confidentiality. If a public records request is made for any information provided to the City pursuant to the contract, the City shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the contract shall be liable to the other party for disclosures of information required by court order or required by law.
- 5) Contractor personnel. The City shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the City reasonably rejects staff or subcontractors, the Contractor shall provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor. Contractor personnel are subject to background checks by the Oakland County Sheriff Department and shall comply with all requirements as outlined in the Request for Quote.
- 6) Insurance. The Contractor shall not commence work under this contract until it has obtained the required insurance under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with carriers acceptable to the City of Pontiac:
 - a) 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.
 - b) Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance or Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate

combined single limit. 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.

- c) 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 \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d) 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.
- e) Cancellation Notice: All policies described above shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City Administrator for the City of Pontiac.
- f) Insurance Certificates: The Contractor shall submit a copy of the Contractor's standard insurance certificate with their bid.
- g) Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time the contracts are returned for execution, certificates for all coverage listed above.
 - i) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance
 - ii) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance, Garage Liability Insurance and Garage keepers Legal Liability Insurance;
 - iii) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - iv) If so requested, certified copies of all policies mentioned above will be finished.
- h) Expiration of Policies: If any of the above coverage lapses 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.
- i) Indemnification: To the extent permitted by law, the towing Contractor shall indemnify and hold the City harmless of and from all claims, losses, liability, demands, costs, loss of service, expense, and compensation on account of or in any way growing out of any damage, including, but not limited to, bodily injury or property damage which may result from the towing Contractor's towing services, In addition, the towing Contractor shall cover all costs incurred by the City in defense of any litigation covered under this letter of contract, including attorney fees and court costs.

- j) Insurance companies, named insureds and policy forms shall be subject to the approval of the Pontiac Department of Public Works. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions, which reduce coverage provided to the City of Pontiac. Contractor shall be responsible to the City of Pontiac or insurance companies insuring the City of Pontiac for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Pontiac Finance Department with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Finance Department.
- k) No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Finance Department. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Finance Department with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Pontiac Finance Department, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.
- 7) Ineligibility and suspension. The Contractor certifies to the best of its knowledge and belief, that it: (a) is not presently ineligible, suspended, proposed for ineligibility, declared ineligible, or voluntarily excluded from covered transaction by any federal department or the City or any political subdivision of the City or the State of Michigan; (b) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (c) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 8) Disclosure of confidential information. In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this contract.
- 9) Exceptions to confidential information. The Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which: (a) is rightfully known to the recipient prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party's prior written consent.

10) Default. If the Contractor:

- a) Fails to supply complete labor and supervision in sufficient time and quantity to meet the City's progress schedule, as it may be modified;
- b) Causes stoppage or delay of, or interference with, the project;
- c) Fails to promptly pay its employees for work on the project;
- d) Fails to pay worker's compensation or other employee benefits, withholding or any other taxes;
- e) Fails to comply with the safety provisions of the Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project;
- f) Makes unauthorized changes in supervisory personnel;
- g) Fails in performance or observance of any of the provisions of the contract;
- h) Files a voluntary petition in bankruptcy or is adjudicated insolvent;
- i) Obtains an order for relief under Section 301 of the Bankruptcy Code;
- j) Files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors;
- k) Or seeks or consents to or is acquiescent in the appointment of a trustee, receiver or liquidator of any of its assets or property;
- l) Makes an assignment for the benefit of creditors; or
- m) Makes an admission, in writing, of its inability to pay its debts as they became due;

Then City, after giving Contractor written or oral (subsequently confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

- a) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
- b) Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder;
 - i) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the

work, and all materials, equipment facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof, and

- ii) Recover all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.
- 11) Failure to enforce. Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
- 12) Final payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the Contractor shall execute and deliver to the City a release of all claims against the City arising under, or by virtue of, the contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the City's claims against the Contractor under this contract.
- 13) Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, and acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the contract.
- 14) Indemnification. To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this contract. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the City's concurrence, which the City shall not unreasonably withhold.
- 15) Independent contractor status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Contractor. Neither the method of computation

of fees or other charges, nor any other provision contained herein, nor any acts of the City or the Contractor hereunder creates, or shall be deemed to create, a relationship other than the independent relationship of the City and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City or the State of Michigan. Neither the Contractor nor its employees shall, under any circumstances be considered servants, agents, or employees of the City and the City shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The City shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to the Contractor. Further, the City shall not provide to the Contractor any insurance coverage or other benefits, including worker's compensation, normally provided by the City for its employees.

- 16) No limitation of liability. Nothing in this contract shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.
- 17) Notices. All notices required or permitted to be given under this contract shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the Pontiac City Clerk's Office to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.
- For the Contractor: NTH Consultants, Ltd., 41780 Six Mile Road, Northville, MI 48168
- For the City: City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342
- 18) Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the City and agreed to by the Contractor.
- 19) Ownership of documents and work papers. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.
- 20) Priority. The contract consists of this contract with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this contract with exhibits and, if still unresolved, by reference to the bid. Omission of any term or obligation from this contract shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- 21) Quality control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and

conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.

- 22) Record retention and access to records. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three years after final payment is made under this contract and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.
- 23) Recovery of money. Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.
- 24) Right to audit. The Contractor shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Michigan Office of the State Auditor, its designees, or other authorized bodies.
- 25) Right to inspect facility. The City may, at reasonable times, inspect the place of business of the Contractor or any subcontractor, which is related to the performance of any contract awarded by the City.
- 26) Severability. If any part of this contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- 27) City property. The Contractor will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.
- 28) Termination for convenience clause.
 - a) The City reserves the absolute right to terminate the contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Contractor. The City has the right, upon its sole discretion only, to terminate the contract with cause by giving notice to the Contractor of such termination, specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination, and the Contract shall terminate in all respects as if such date were the date originally given for the expiration of the Contract.

- b) The Contractor shall be liable to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and any costs the City might incur enforcing or attempting to enforce the Contract, and the City may pursue legal remedies in the collection of fees to compensate for the damages sustained by the City.
- c) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State of Michigan. The Contractor shall still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

29) Termination for default clause.

- a) Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, the City may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.
- c) Compensation. Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- d) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State of Michigan and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was

occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience." (As used in this paragraph, the term "subcontractor" means subcontractor at any tier).

- e) **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience by the City, be the same as if the notice of termination had been issued pursuant to such clause.
 - f) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- 30) **Termination upon bankruptcy.** This contract may be terminated in whole or in part by the City upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit of its creditors. In the event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
- 31) **Third party action notification.** The Contractor shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this contract.
- 32) **Unsatisfactory work.** If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City of Pontiac, the Contractor shall, on being notified by the City, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.
- 33) **Performance.** Failure to perform or complete work according to the agreed upon project schedule/deadline may result in the reassigning of that work to another consultant for completion and may affect the assignment of future work.
- 34) **Waiver.** No delay or omission by either party to this contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults.
- 35) **Taxes and Contributions.** The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the City from and against the payment of:

- a) Contractor agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan 48342, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractors will require the same of all subcontractors employed to perform any work in the City of Pontiac.

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

- a. Pontiac resident employees regardless of where they work for the employer; and
- b. Nonresident employees for work performed in the City.

Contractor is also required to file Pontiac income tax returns and to report and pay income tax on the net profits earned by the contractor in the City of Pontiac.

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

- b) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed or engaged in the work to be performed and furnished under this contract.
- c) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of this work or the acquisition, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.
- d) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Contract.

36) Bonds: The Contractor is required to execute bonds, with sureties acceptable to the City, as identified in the specifications, all of which are incorporated into this agreement.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

NTH Consultants, Ltd.

Feb 09, 2017

DATE

Sign: Richard L. Burns

Print: Richard L. Burns

Title: Senior Vice President

City of Pontiac

February 10, 2017

DATE

Sign: Deirdre Waterman

Print: Deirdre Waterman

Title: Mayor



Purchasing Department

47450 Woodward, Pontiac, MI 48342 • (248) 758-3120

February 08, 2019

NTH Consultants, Ltd.
Attn: Mr. Richard Burns, Senior Vice President
41780 Six Mile Road
Northville, MI 48168


Dear Mr. Burns,

The City of Pontiac has elected to extend your existing contract with The City of Pontiac for "Professional Engineering Services" effective immediately. The new contract expiration date will be February 10, 2020. This letter will serve as our contractual agreement to extend the existing contract based on the terms and conditions as outlined in our agreement dated February 10, 2017.

Thank you for your continued service and dedication. Looking forward to working with you and your team another year. If you have any questions, or concerns, please call me at 248-758-3742

Sincerely,

CITY OF PONTIAC



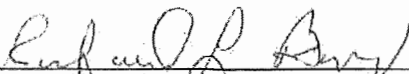
John V. Balint, DPW Director, City of Pontiac

Date: 2/8/19

I concur: 

Deirdre Waterman, Mayor, City of Pontiac

Date: 2/15/19

Agreed: 

Richard Burns, Senior Vice President, NTH Consultants, Ltd.

Date: 2/20/19



Purchasing Department

47450 Woodward, Pontiac, MI 48342 • (248) 758-3120

February 2, 2021

NTH Consultants, Ltd.
Attn: Mr. Richard L. Burns, Sr. Vice President
41780 Six Mile Road
Northville, MI 48168

Dear Mr. Burns:

The City of Pontiac has elected to extend NTH Consultants' existing contract with The City of Pontiac for "Professional Engineering Services" effective immediately. The new contract expiration date will be the later of February 10, 2022 or the date upon which all tasks and/or projects assigned to NTH Consultants are completed to The City of Pontiac's satisfaction. This letter will serve as our contractual agreement to extend the existing contract based on the terms and conditions as outlined in our agreement dated February 10, 2017.

Thank you for your continued service and dedication. We look forward to working with you and your team for another year. If you have any questions or concerns, please call us at 248-758-3742.

Sincerely,

City of Pontiac

Date: 2/5/2021

Dan Ringo, DPW Director, City of Pontiac

I concur: Deirdre Waterman

Date: 2/11/2021

Deirdre Waterman, Mayor, City of Pontiac

Agreed: Richard L. Burns

Date: 2/8/2021

Richard L. Burns, Sr. Vice President, NTH Consultants, Ltd.

#10

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Pontiac City Council

FROM: Tim Greimel, Mayor, at the request of
Al Cooley III, Deputy Director of DPW

DATE: January 25, 2022

RE: **Great Lakes Power & Light Contract Extension**

In 2017, the City of Pontiac advertised for "Street Light Maintenance" and awarded a contract to Great Lakes P&L. This contract was a one-year contract with options for years two and three, year four and the final 6 months were extended at the final year price. In the five years working with Great Lakes P & L, they have been a very responsive company to work with. We feel that their work product and ability to respond to outages and repairs is the best we have seen since contracting out the street light maintenance. Additionally, their pricing is also some of the lowest in the area for parts and labor, saving the City money on costly repairs.

Great Lakes P & L has been a trusted contractor for the 4.5 years of this contract and extensions. They have done exemplary work learning and repairing our public lighting system. Their knowledge of the City's public lighting infrastructure is unmatched and would take extended time and effort for a new provider to gain that knowledge.

At this time, the original Great Lakes P & L contract has expired. They have held their pricing since 2019 and would like a 5% increase for each year of the 2-year extension.

The Department of Public Works is still in need of assistance for "Street Light Maintenance"

We request to extend the current contract with Great Lakes P & L with the 5% increase for each year pricing. We are requesting to extend this for a period of 2 years.

Funding for this contract is in the Major Street Fund which comes from Act 51 dollars.

Based upon the above and attached information, it is the recommendation of the Department of Public Works to extend the contract with Great Lakes P & L for 2 years.

WHEREAS, The City of Pontiac has mutually agreed with Great Lakes P & L to extend the contract for 2 years at attached rates;

WHEREAS, Great Lakes P & L has done exemplary work and has gained vast knowledge of our infrastructure over the 4.5 years of their contract;

WHEREAS, The Department of Public Works is still in need of assistance for "Street Light Maintenance";

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to extend the contract with Great Lakes P & L until January 1, 2024.

AHC



January 25, 2022

Great Lakes Power & Lighting
Attn: Mr. Charles Schwab, President
9646 Marine City Highway
Casco, MI 48604

Dear Mr. Schwab,

The City of Pontiac and Great Lakes Power & Lighting hereby mutually agree to extend the contract for "**Street Light Maintenance**" between the City of Pontiac and Great Lakes Power & Lighting originally dated June 28, 2017 for an effective date of January 1, 2021. **This agreed upon contract extension shall terminate at midnight January 1, 2024.**

This contract extension is created in accordance with Section VI Agreement within the contract documents.

This correspondence will serve as our contractual agreement to extend the above-mentioned contract based on the terms and conditions along with subsequent modifications on attached pricing chart, if any, as outlined in our agreement dated June 28, 2017.

Thank you for your continued service and dedication. We look forward to working with you and your team this contract year.

If you have any questions, or concerns, please feel free to contact me at 248.758.3617.

Sincerely,

CITY OF PONTIAC

By: _____ Date: _____
Al Cooley III Deputy DPW Director, City of Pontiac

Agreed: _____ Date: _____
Charles Schwab, President
Great Lakes Power & Lighting

I concur: _____ Date: _____
Tim Greimel, Mayor, City of Pontiac
AC

City of Pontiac

Street Light Maintenance

| Item | Type of Pole/Fixture | 2022 | 2023 |
|---|--------------------------|------|------|
| Standard Service Call Cost (for below items) | n/a | 75 | 80 |
| Additional Cost To Deploy 2nd Crew | n/a | 75 | 80 |
| Emergency Service Call (<i>less than 24HR notice</i>) | n/a | 75 | 80 |
| Re-wire Pole (cost per ft.) | Standard pole | 26 | 28 |
| Re-wire Pole (cost per ft.) | Decorative | 78 | 83 |
| Replace Bulb | Standard pole | 128 | 135 |
| Remove and Replace LED Fixture | Cobra Head LED | 273 | 287 |
| Remove and Replace LED Fixture | Decorative LED | 190 | 200 |
| Replace Fuse | Standard/Decorative Pole | 78 | 83 |
| Replace Ballast | Standard/Decorative Pole | 180 | 190 |
| Replace Photocell | n/a | 128 | 134 |
| Service Call for Pole Replacement | Standard pole | 75 | 80 |
| Emergency Service Call for Pole Replacement only (<i>less than 24hr notice</i>) | Standard pole | 75 | 80 |
| Replace Poles/Support Structures (wood) | Standard pole | 3150 | 3200 |
| Replace Poles/Support Structures (aluminum) | Standard pole | 3500 | 3600 |
| Standard Service Call | n/a | 75 | 80 |
| Hourly Rate for Electrician for Items Outside of Scope | n/a | 75 | 80 |
| Emergency Service call for overhead wire only (<i>less than 24HR notice</i>) | n/a | 75 | 80 |
| Replace Overhead wire (cost per ft.) | n/a | 29 | 32 |
| Standard Service Call (underground wire only) Cost | n/a | 75 | 80 |
| Emergency Service call for underground wire only (<i>less than 24HR notice</i>) | n/a | 75 | 80 |
| Replace underground wire-excavation and repair (cost per linear ft.) cost should include backfill and restoration | n/a | 12 | 14 |
| Service call for directional drilling | n/a | 75 | 80 |
| Cost for directional drilling of conduit (per linear ft.) | n/a | 27 | 30 |
| Standard Service Call (diagnose wire break) Cost | n/a | 75 | 80 |
| Emergency Service call for diagnosing wire break (<i>less than 24HR notice</i>) | n/a | 75 | 80 |
| Cost per hour to diagnose a wire break or short | n/a | 75 | 80 |

Above pricing should include the cost of diagnostics

City of Pontiac
Street Light Maintenance

| Item | Type of Pole/Fixture | 2022 | 2023 |
|---|--------------------------|------|------|
| Standard Service Call Cost (for below items) | n/a | 75 | 80 |
| Additional Cost To Deploy 2nd Crew | n/a | 75 | 80 |
| Emergency Service Call (<i>less than 24HR notice</i>) | n/a | 75 | 80 |
| Re-wire Pole (cost per ft.) | Standard pole | 26 | 28 |
| Re-wire Pole (cost per ft.) | Decorative | 78 | 83 |
| Replace Bulb | Standard pole | 128 | 135 |
| Remove and Replace LED Fixture | Cobra Head LED | 273 | 287 |
| Remove and Replace LED Fixture | Decorative LED | 190 | 200 |
| Replace Fuse | Standard/Decorative Pole | 78 | 83 |
| Replace Ballast | Standard/Decorative Pole | 180 | 190 |
| Replace Photocell | n/a | 128 | 134 |
| Service Call for Pole Replacement | Standard pole | 75 | 80 |
| Emergency Service Call for Pole Replacement only (<i>less than 24hr notice</i>) | Standard pole | 75 | 80 |
| Replace Poles/Support Structures (wood) | Standard pole | 3150 | 3200 |
| Replace Poles/Support Structures (aluminum) | Standard pole | 3500 | 3600 |
| Standard Service Call | n/a | 75 | 80 |
| Hourly Rate for Electrician for Items Outside of Scope | n/a | 75 | 80 |
| Emergency Service call for overhead wire only (<i>less than 24HR notice</i>) | n/a | 75 | 80 |
| Replace Overhead wire (cost per ft.) | n/a | 29 | 32 |
| Standard Service Call (underground wire only) Cost | n/a | 75 | 80 |
| Emergency Service call for underground wire only (<i>less than 24HR notice</i>) | n/a | 75 | 80 |
| Replace underground wire-excavation and repair (cost per linear ft.) cost should include backfill and restoration | n/a | 12 | 14 |
| Service call for directional drilling | n/a | 75 | 80 |
| Cost for directional drilling of conduit (per linear ft.) | n/a | 27 | 30 |
| Standard Service Call (diagnose wire break) Cost | n/a | 75 | 80 |
| Emergency Service call for diagnosing wire break (<i>less than 24HR notice</i>) | n/a | 75 | 80 |
| Cost per hour to diagnose a wire break or short | n/a | 75 | 80 |

Above pricing should include the cost of diagnostics

CONTRACT FOR STREET LIGHT MAINTENANCE

1) Parties. The parties to this contract are the City of Pontiac, Michigan hereinafter referred to as the "City", and Great Lakes Power & Lighting hereinafter called the "Contractor".

2) Purpose. The purpose of this contract is for the City to engage the Contractor to provide City Street Light Maintenance to the City, as the City deems necessary. (See Scope of Services below).

3) Scope of Services. The Contractor will provide all labor, limited materials, supplies, equipment and supervision to perform Street Light Maintenance in the City. The Contractor is to perform all work in accordance with generally accepted standards and practices.

4) General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in the Scope of Services (see Exhibit "A" below) and Additional Terms and Conditions (see Exhibit "B" below).

5) Consideration. As consideration for the performance of the services referenced in the Scope of Services (see Exhibits "A" & "B" below), the City agrees to compensate the Contractor as follows:


Street Light Maintenance Bid Sheet (part 1 of 2)

CITY OF PONTIAC - BID PROPOSAL

I, the undersigned, propose to provide services proposed in this contract as per specifications supplied by the City of Pontiac. No contract is active until a purchase order is issued to the successful bidder. I further propose to deliver the above-described services for the City of Pontiac in first class operating manner in accordance with all specifications contained herein subject to purchaser's inspection of services performed.

I attest that the bid includes all information necessary for the City of Pontiac to accept bid.

FIRM NAME: Great Lakes Power & Lighting DATE: 5/22/17

BY:  BY: Charles R. Schumb President
 Signature Name and Title (print or type)

ADDRESS: 9646 26 Mile MI 48064
 Street City State Zip Code

OFFICE PHONE: 586 716 4000 CELL PHONE: 810 824 0075 FAX: 586 716 4770

NOTE: cost below should not include the cost of materials (i.e. bulbs, fuse and wire) only labor and equipment

| Item | Type of pole/fixture | Year 1 Cost | Year 2 Cost | Year 3 Cost |
|--|--------------------------|-------------|-------------|-------------|
| Standard Service Call Cost (for below items) | n/a | 50 | 60 | 70 |
| Additional cost to deploy 2nd crew | n/a | 50 | 60 | 70 |
| Emergency Service call (less than 24HR notice) | n/a | 50 | 60 | 72 |
| Re-wire Pole (cost per ft.) | Standard pole | 20 | 22 | 24 |
| Re-wire Pole (cost per ft.) | Decorative | 18 | 20 | 22 |
| Replace Bulb | Standard pole | 100 | 110 | 120 |
| Remove and Replace LED Fixture | Cobra Head LED | 220 | 240 | 260 |
| Remove and Replace LED Fixture | Decorative LED | 160 | 170 | 180 |
| Replace fuse | Standard/Decorative pole | 70 | 72 | 74 |
| Replace ballast | Standard/Decorative pole | 150 | 160 | 170 |
| Replace photocell | n/a | 100 | 110 | 120 |
| Service Call for Pole replacement | Standard pole | 50 | 60 | 70 |
| Emergency Service call for Pole replacement only (less than 24HR notice) | Standard pole | 50 | 60 | 70 |
| Replace Poles/support structures (wood) | Standard pole | 2500 | 2700 | 2900 |
| Replace Poles/support structures (aluminum) | Standard pole | 2900 | 3100 | 3300 |
| Standard Service call | n/a | 50 | 60 | 70 |
| Hourly Rate for electrician for items outside of scope | n/a | 64 | 66 | 68 |

Street Light Maintenance Bid Sheet (part 2 of 2)

CITY OF PONTIAC - BID PROPOSAL

I attest that the bid includes all information necessary for the City of Pontiac to accept bid.

FIRM NAME: Great Lakes Powerlighting DATE: 5/22/17

BY: [Signature] BY: Charles R Schwab President
 Signature Name and Title (print or type)

NOTE: cost below should not include the cost of materials (i.e. bulbs, fuse and wire) only labor and equipment

| Item | Type of pole/fixture | Year 1 Cost | Year 2 Cost | Year 3 Cost |
|--|----------------------|-------------|-------------|-------------|
| Emergency Service call for overhead wire only (less than 24HR notice) | n/a | 50 | 60 | 70 |
| Replace Overhead wire (cost per ft.) | n/a | 25 | 27 | 29 |
| Standard Service Call (underground wire only) Cost | n/a | 50 | 60 | 70 |
| Emergency Service call for underground wire only (less than 24HR notice) | n/a | 50 | 60 | 70 |
| Replace underground wire -excavation and repair (cost per linear ft.) cost should include backfill and restoration | n/a | 7 | 8 | 9 |
| Service call for directional drilling | n/a | 50 | 60 | 70 |
| Cost for directional drilling of conduit (per linear ft.) | n/a | 20 | 22 | 24 |
| Standard Service Call (diagnose wire break) Cost | n/a | 50 | 60 | 70 |
| Emergency Service call for diagnosing wire break (less than 24HR notice) | n/a | 50 | 60 | 70 |
| Cost per hour to diagnose a wire break or short | n/a | 64 | 66 | 68 |

Above pricing should include the cost of diagnostics

Example of how a job is billed for replacement of 5 bulbs and 1 fuse.
 = \$75 + \$100 (5X20) + \$15 = \$190 labor
 = \$5 + \$50(10X5) = \$55 X 10% = \$60.5 materials
 Total bill = \$250.50
 Contractor pricing
 Standard Service Call \$75
 Replace Bulb \$20
 Replace Fuse \$15
 Materials
 Bulb \$10
 Fuse \$5

Disclaimer:

The City of Pontiac reserve the right to eliminate any of the work items listed above, if the work is no longer required or is in the best interest of the City

The City of Pontiac reserves the right to bid out any work that would be deemed outside the scope of work, including but not limited to replacing traditional lights with LED fixtures

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 any 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.

Company Name: Great Lakes Power & Lighting

Address: 9646 26 Mile Rd Caseo MI 48064

Representative Signature: CV

Print Name: Charles R Schwab

Title: President

Office # 586 716 4000 Cell # 810 824 0075

FAX# 586 716 4770

Federal Tax Identification Number: 20-0682437

Date: 5/22/17

6) Period of Performance. This contract expires June 30, 2018, with the option for extension of the contract in one year increments for years two and or three, upon the approval and signature of the parties hereto. The Contractor is subject to the standard provision of City policy, of a 90 day review period. The City of Pontiac would inform the contractor a minimum of 30 days prior to expiration to enact optional years two and or three. The City has the right to break the agreement with 30 days' notice.

7) Method of Payment. Contractor will be paid 30 days after completion of work as outlined in the Scope of Services after submission of a valid invoice.

8) Applicable Law. This contract shall be governed by and construed in accordance with the laws of the City of Pontiac, State of Michigan and applicable federal laws.

9) Compliance with Laws. The Contractor understands that the City is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Michigan, and City of Pontiac laws and regulations, as now existing and as may be amended or modified.

The Contractor is responsible for instructing and training their employees in appropriate safety measures. Employees will be responsible for maintaining a safe work environment while completing their tasks.

- a) The Contractor shall comply with the Michigan Right to Know Law (Amendments to Act 154), which requires that all employers within the State comply with federal Hazard Communications Standards (C.F.R. 1910.1200) and certain additional guidelines as of February 25, 1987. These Standards specify that employers develop a written hazard communication program, which is to be made available for workers or their designated representatives.
- b) The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act
- c) The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the City against such liability.

10) Requirements contract. During the period of the contract, the Contractor shall provide all the services described in the contract. The Contractor understands and agrees that this is a

requirements contract and that the City shall have no obligation to the Contractor if no services are required.

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor shall provide Street Light Maintenance.

Except as otherwise provided herein, Contractor shall furnish all labor, supervision and services necessary to properly execute and complete the work.

The City of Pontiac is seeking a qualified contractor to do City Street Light Maintenance for the City of Pontiac. The successful bidder shall demonstrate past experience in City Street Light Maintenance for at least two years.

The City of Pontiac owns 2,124 street lights that vary from LEDs, High Pressure Sodium and Mercury Vapor lights. The breakdown is as follows:

| <u>Current Watt</u> | <u>Quantity</u> | <u>Current Watt</u> | <u>Quantity</u> |
|---------------------|-----------------|---------------------|-----------------|
| 175 MV | 87 | 060-069 LED | 93 |
| 400 MV | 182 | 120-129 LED | 285 |
| | | 150-159 LED | 111 |
| 100 HPS | 68 | 180-189 LED | 62 |
| 150 HPS | 449 | 250-259 LED | 90 |
| 250 HPS | 370 | 300-309 LED | 5 |
| 310 HPS | 28 | | |
| 400 HPS | 294 | | |

Contractor shall comply with all applicable O.S.H.A, M.U.T.C.D and M.I.O.S.H.A. laws and regulations. The Contractor shall furnish the necessary personnel for the services to be provided hereunder, such personnel to be employees of Contractor. Contractor shall provide the services hereunder as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status.

All employees will be required to wear safety articles as required by law at the sole cost of the contractor.

Materials:

1. The City of Pontiac may supply all the street lighting materials, or contract with the necessary vendor for the winning bidder to pick up the materials needed for a job.
2. Materials that are provided by the contractor will need a materials invoice with the submission of an invoice, of work done, to the City.

3. The City of Pontiac will not provide any storage for equipment or materials.

Scope of Services:

1. Repair. Perform electrical, electronic, and mechanical diagnostics on street lights and poles to determine reason for light failure.
 - a. Re-wire (in pole, above and below ground)
 - b. Replace bulb(s)
 - c. Remove and replace LED fixtures
 - d. Replace fuses
 - e. Replace circuit/breakers
 - f. Replace ballast(s)
 - g. Replace poles/support structures
 - h. Replace photocell(s)
 - i. Issue detailed monthly activity reports
 - j. Contractor to supply all materials

2. Maintain.
 - a. Develop and implement a preventative maintenance program (Contractor to include a detailed preventative maintenance program. i.e. change bulbs every 2.5 years)
 - 1)Detailed reporting function

3. Equipment.
 - a. List equipment intended to perform scope of work (please indicated if you rent or own)

4. Requirements.
 - a. Licenses
 - 1)Electrical
 - 2)CDL
 - b. Coordinate with Miss Dig when required
 - c. Coordinate with DTE when necessary
 - d. No permits will be required
 - e. Properly disposing of waste

5. Service and Response Time.
 - a. 24/7/365 on-call service
 - b. Twenty-four hour response time to light failures

EXHIBIT "B"

ADDITIONAL TERMS AND CONDITIONS

- 1) Attorneys' fees and expenses. Subject to other terms and conditions of this contract, in the event the Contractor defaults in any obligation under this contract, the Contractor shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the City in enforcing this contract or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the City be obligated to pay any attorneys' fees or costs of legal action to the Contractor.
- 2) Authority to contract. The Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this contract; (b) that it is qualified to do business and in good standing in the State of Michigan; (c) that entry into and performance under this contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this contract.
- 3) Confidential information. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of the City shall result in the immediate termination of this contract.
- 4) Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that the City of Pontiac is a public City of the State of Michigan and is subject to the laws regarding confidentiality. If a public records request is made for any information provided to the City pursuant to the contract, the City shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the contract shall be liable to the other party for disclosures of information required by court order or required by law.
- 5) Contractor personnel. The City shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the City reasonably rejects staff or subcontractors, the Contractor shall provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor. Contractor personnel are subject to background checks by the Oakland County Sheriff Department and shall comply with all requirements as outlined in the Request for Quote.

- 6) Insurance. 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.
- a) 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.
 - b) 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.
 - c) 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 Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - d) 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.
 - e) 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: City Administrator for the City of Pontiac.

- f) 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.
- g) 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.
- h) Indemnification: To the extent permitted by law, the Contractor shall indemnify and hold the City harmless of and from all claims, losses, liability, demands, costs, loss of service, expense, and compensation on account of or in any way growing out of any damage, including, but not limited to, bodily injury or property damage which may result from the Contractor's services, In addition, the Contractor shall cover all costs incurred by the City in defense of any litigation covered under this letter of contract, including attorney fees and court costs.
- i) Insurance companies, named insureds and policy forms shall be subject to the approval of the Pontiac Department of Public Works. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions, which reduce coverage provided to the City of Pontiac. Contractor shall be responsible to the City of Pontiac or insurance companies insuring the City of Pontiac for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Pontiac Finance Department with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Finance Department.
- j) No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Finance Department. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Finance Department with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Pontiac Finance Department, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.
- 7) Ineligibility and suspension. The Contractor certifies to the best of its knowledge and belief, that it: (a) is not presently ineligible, suspended, proposed for ineligibility, declared ineligible, or voluntarily excluded from covered transaction by any federal department or the City or any political subdivision of the City or the State of Michigan; (b) has not, within a three year period preceding this proposal, been convicted of or had

civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (c) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

- 8) Disclosure of confidential information. In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this contract.

- 9) Exceptions to confidential information. The Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which: (a) is rightfully known to the recipient prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party's prior written consent.

- 10) Default. If the Contractor:
 - a) Fails to supply complete labor and supervision in sufficient time and quantity to meet the City's progress schedule, as it may be modified;

 - b) Causes stoppage or delay of, or interference with, the project;

 - c) Fails to promptly pay its employees for work on the project;

 - d) Fails to pay worker's compensation or other employee benefits, withholding or any other taxes;

- e) Fails to comply with the safety provisions of the Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project;
- f) Makes unauthorized changes in supervisory personnel;
- g) Fails in performance or observance of any of the provisions of the contract;
- h) Files a voluntary petition in bankruptcy or is adjudicated insolvent;
- i) Obtains an order for relief under Section 301 of the Bankruptcy Code;
- j) Files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors;
- k) Or seeks or consents to or is acquiescent in the appointment of a trustee, receiver or liquidator of any of its assets or property;
- l) Makes an assignment for the benefit of creditors; or
- m) Makes an admission, in writing, of its inability to pay its debts as they became due;

Then City, after giving Contractor written or oral (subsequently confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

- a) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
- b) Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder;
 - i) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment facilities, tools, scaffolds and appliances of Contractor relating to the work, for the

purposes of costs and other damages under the contract and for the breach thereof; and

- ii) Recover all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

11) Failure to enforce. Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

12) Final payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the Contractor shall execute and deliver to the City a release of all claims against the City arising under, or by virtue of, the contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the City's claims against the Contractor under this contract.

13) Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, and acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the contract.

14) Indemnification. To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this contract. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the

event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the City's concurrence, which the City shall not unreasonably withhold.

- 15) Independent contractor status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or the Contractor hereunder creates, or shall be deemed to create, a relationship other than the independent relationship of the City and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City or the State of Michigan. Neither the Contractor nor its employees shall, under any circumstances be considered servants, agents, or employees of the City and the City shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The City shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to the Contractor. Further, the City shall not provide to the Contractor any insurance coverage or other benefits, including worker's compensation, normally provided by the City for its employees.
- 16) No limitation of liability. Nothing in this contract shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.
- 17) Notices. All notices required or permitted to be given under this contract shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the Pontiac City Clerk's Office to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: Great Lakes Power & Lighting
9646 Marine City Hwy
Casco, MI 48604

For the City: City of Pontiac
47450 Woodward Ave.
Pontiac, MI 48342

- 18) Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the City and agreed to by the Contractor.
- 19) Ownership of documents and work papers. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.
- 20) Priority. The contract consists of this contract with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this contract with exhibits and, if still unresolved, by reference to the bid. Omission of any term or obligation from this contract shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- 21) Quality control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.
- 22) Record retention and access to records. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three years after final payment is made under this contract and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues

arising out of the action are finally resolved or until the end of the three year period, whichever is later.

- 23) Recovery of money. Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.
- 24) Right to audit. The Contractor shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Michigan Office of the State Auditor, its designees, or other authorized bodies.
- 25) Right to inspect facility. The City may, at reasonable times, inspect the place of business of the Contractor or any subcontractor, which is related to the performance of any contract awarded by the City.
- 26) Severability. If any part of this contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- 27) City property. The Contractor will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.
- 28) Termination for convenience clause.
- a) The City reserves the absolute right to terminate the contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Contractor. The City has the right, upon its sole discretion only, to terminate the contract with cause by giving notice to the Contractor of such termination, specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination, and the Contract shall terminate in all respects as if such date were the date originally given for the expiration of the Contract.

- b) The Contractor shall be liable to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and any costs the City might incur enforcing or attempting to enforce the Contract, and the City may pursue legal remedies in the collection of fees to compensate for the damages sustained by the City.
- c) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State of Michigan. The Contractor shall still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

29) Termination for default clause.

- a) Default. If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, the City may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.
- c) Compensation. Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

- d) **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State of Michigan and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience." (As used in this paragraph, the term "subcontractor" means subcontractor at any tier).
- e) **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience by the City, be the same as if the notice of termination had been issued pursuant to such clause.
- f) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
- 30) **Termination upon bankruptcy.** This contract may be terminated in whole or in part by the City upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit of its creditors. In the event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

- 31) Third party action notification. The Contractor shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this contract.
- 32) Unsatisfactory work. If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City of Pontiac, the Contractor shall, on being notified by the City, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.
- 33) Waiver. No delay or omission by either party to this contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults.
- 34) Taxes and Contributions. The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the City from and against the payment of:
- a) Contractor agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan 48342, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractors will require the same of all subcontractors employed to perform any work in the City of Pontiac.
- 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
- b) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed or engaged in the work to be performed and furnished under this contract.

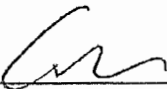
- c) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of this work or the acquisition, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.
- d) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Contract.

35) Bonds. The Contractor is required to execute bonds, with sureties acceptable to the City, as identified in the specifications, all of which are incorporated into this agreement.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

Great Lakes Power & Lighting

6.28.17
DATE

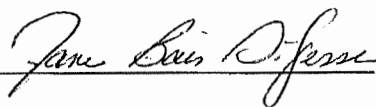
Sign: 

Print: CHARLES R. SCHLAB

Title: PRESIDENT

City of Pontiac

6.28.17
DATE

Sign: 

Print: JANE BAIS DiSESSA

Title: Deputy Mayor