

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

6th Session of the 11th Council
February 8, 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

- A. February 1, 2022 City Council Meeting Minutes
- B. January 31, 2022 Law & The Courts Subcommittee Meeting Minutes
- C. January 24, 2022 Parks, Recreation & Public Works Subcommittee Meeting Minutes

Subcommittee Reports

- A. Communications, Engagement & Operations - Chair Goodman
- B. Economic Development, Housing & Planning - Chair McGuinness
- C. Facilities & Property - Chair Carrington
- D. Finance & Personnel - Chair Nicholson
- E. Law & The Courts - Chair Parker
- F. Parks, Recreation & Public Works - Chair James
- G. Public Safety, Health & Wellness - Chair Rutherford

Special Presentations

- A. CARE House of Oakland County Nurturing Parenting Program
Presentation Presenter: Sheronda McDonald, LMSW
- B. Pontiac Youth Recreation Strategy
Presentation Presenters: Mayor Greimel and Deputy Mayor Stephens

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Resolutions

City Council

1. Council Resolution Celebrating the Global Cultural Impact of Pontiac's Jones Brothers (*Discussion and Action*)
2. Council Resolution Noting Pontiac Creative Arts Center's Spotlight of Black Artists (*Discussion and Action*)
3. Council Resolution Designating February 2022 as United Way for Southeastern Michigan 2-1-1 Month (*Discussion and Action*)

Department of Public Works (DPW)

4. Resolution to Approve a Two-Year Contract Extension with Great Lakes Power & Light for Street Light Maintenance. (*Discussion and Action*)
5. Resolution to Approve Mayor to sign the Michigan Department of Transportation (MDOT) Funding Agreement (Contract No. 21-5506) for Construction of the University and Kennett Bridges Capital Preventive Maintenance Project. (*Discussion*)
6. Resolution to Approve a One (1) Year Contract Extension with Action Traffic Maintenance (*Discussion*)
7. Resolution to Appoint Allen Cooley to serve as the Interim Director, Department of Public Works (*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

A

MINUTES

**Official Proceedings
Pontiac City Council
5th 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, February 1, 2022 at 6:00 p.m. by Council President Mike McGuinness.

Invocation – Pastor Lester Mangum, St. John United Methodist 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 Nicholson and second by Councilperson Rutherford.

There was discussion on the motion.

- a. **Motion to amend agenda to add-on a Resolution Advocating for Strengthened Transportation Options for Pontiac and nearby Communities as item #4.** Moved by Councilperson Goodman and second by Councilperson Rutherford.

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

22-40 **Resolution to approve the consent agenda for February 1, 2022.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

Whereas, the City Council has reviewed the consent agenda for February 1, 2022.
Now, Therefore, Be It Resolved that the City Council approves the consent agenda for February 1, 2022 including the January 25, 2022 Meeting Minutes.

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

Resolution Passed.

Special Presentation

- A. Skate Park Project Site Selection Presentation
Presentation Presenter: Mayor Greimel and Alexandra Borngesser, Grants

- B. Update on Upcoming Road Construction Projects for Pontiac.
Presentation Presenter: Mayor Greimel and Abdul Siddiqui, PE, City Engineer

Recognition of Elected Officials – None

Agenda Address

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

- 1. Chuck Johnson addressed item #1.
- 2. Deirdre Waterman addressed item #1.

Agenda Items

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.

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.

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

No: None

Resolution Passed

City Council

22-41 **Resolution Acknowledging February as Black History Month.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

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 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.

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

No: None

Resolution Passed

22-42 **Resolution Acknowledging Pontiac AMVETS Post 101 and VFW Post 1370 for Contribution to POW Committee of Michigan.** Moved by Councilperson Carrington and second by Councilperson Parker.

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 1730 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 1730 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 VEW Post 1370 at 800 Cesar E. Chavez Avenue in Pontiac.

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

Resolution Passed

22-43 **Resolution Advocating for Strengthened Transportation Options for Pontiac and Nearby Communities. (Add-on)** Moved by Councilperson Goodman and second by Councilperson Parker.

Whereas, the Suburban Mobility Authority for Regional Transportation (SMART) is Southeast Michigan's regional bus system and is taking proactive measures to improve rider services;
Whereas, many Pontiac residents utilize the SMART bus system for their primary transportation needs, particularly in helping residents connect with work opportunities within our city and in surrounding communities;
Whereas, our understanding is that the important neighboring municipality of Auburn Hills is reviewing their current and future options as part of the SMART system;
Whereas, many Pontiac residents are employed at Auburn Hills retailers, hotels, dining establishments, universities, schools, manufacturing facilities, and office settings;
Whereas, Pontiac residents are also students, patients, patrons, shoppers, diners, and supporters of Auburn Hills businesses, medical facilities, universities, and more;
Whereas, Auburn Hills residents are likewise employees, patients, patrons, shoppers, diners, and attendees at Pontiac destinations and they also utilize Pontiac to connect with other SMART bus lines and with other transportation options;
Whereas, the new Mayor of Pontiac and the entirely new City Council in Pontiac are committed to renewing a collaborative and open rapport between the cities of Pontiac and Auburn Hills as we look to the future; now,
Therefore, Be It Resolved, the Pontiac City Council respectfully encourages our neighbors, the City of Auburn Hills, to remain an opt-in community in the SMART system; and further
Resolved, the City of Pontiac and our new municipal leadership commits to being a collaborative partner with our crucial neighbor, the City of Auburn Hills, including on coordinating and enhancing transportation choices for both cities' residents; and further
Resolved, the City shall advocate on a broader level for improved and strengthened bus, rail, bicycle, pedestrian, and more transportation options for Pontiac's residents, as well as for all residents of nearby communities, of Oakland County, and of our entire region.

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

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.

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

No: None

Resolution Passed

****Pontiac City Council Code of Ethics attached as Exhibit A****

Department of Public Works (DPW)

22-44a **Resolution to Extend a One-Year Contract Extension with Alfred Benesch & Company for Contractual Professional Engineering Services.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

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.

22-44b **Resolution to Extend a One-Year Contract Extension with Anderson Eckstein & Westrick for Contractual Professional Engineering Services.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

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 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.

22-44c **Resolution to Extend a One-Year Contract Extension with Hubbell, Roth & Clark for Contractual Professional Engineering Services.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

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 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.

22-44d **Resolution to Extend a One-Year Contract Extension with Nowak & Fraus Engineers for Contractual Professional Engineering Services.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

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.

22-44e **Resolution to Extend a One-Year Contract Extension with NTH Consultants, Ltd., for Contractual Professional Engineering Services.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

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.

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

No: None

Resolutions Passed

22-45 **Resolution to Approve a Two-Year Contract Extension with Great lakes Power & Light for Street Light Maintenance.** Moved by Councilperson Rutherford and second by Councilperson James. There were discussion on the matter.

Motion to postpone Resolution to Approve a Two-Year Contract Extension with Great Lakes Power & Light for Street Light Maintenance for one week. Moved by Councilperson Goodman and second by Councilperson Carrington.

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

No: None

Motion Carried

Public Comment

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

1. Linda Watson
2. Robert Bass
3. Lloyd Gary
4. Kenny Anderson
5. Dr. Deirdre Waterman

6. Chuck Johnson
7. H. Bill Maxey
8. James Sabich
9. Veronica Taylor
10. Tameka Ramsey

Mayor, Clerk and Council Closing Comments

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

Adjournment

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

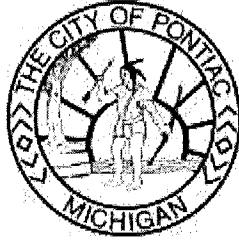
Ayes: Parker, Rutherford, Carrington, Goodman, James, McGuinness and Nicholson

No: None

Motion Carried

Council President Mike McGuinness adjourned the meeting at 9:01 p.m.

Garland S. Doyle
City Clerk



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.

Consent Agenda

B

Law & The

Courts

Subcommittee

PONTIAC CITY COUNCIL
LAW & THE COURTS SUBCOMMITTEE
JANUARY 31, 2022 MEETING MINUTES

Meeting held at Pontiac City Hall, 47450 Woodward Avenue, Pontiac, Michigan in the City Council Conference Room.

In attendance:

Council members: Chairman William Parker, Jr. and Brett Nicholson
Chief Judge 50th District Court: Cynthia Walker
Court Administrator: Lynette Ward
Mayor: Tim Greimel
Deputy Mayor: Khalfani Stephens
Legislative Counsel: Monique Sharpe

Start time: 3:30 p.m.

I. Snapshot of What the Court Does

The judicial branch of government. The 50th District Court is part of the State Court System “One Court of Justice. The Court falls under the Supreme Court, which has superintending control over all state courts. 50th District Court is the first court where things happen within the City of Pontiac. Both civil and criminal matters are resolved in District Court. The Court handles traffic violations, civil cases with claims up to \$25,000, land-lord tenant matters, small claims, all misdemeanor criminal cases. Felonies from issuance of arrest warrant through preliminary examinations and civil infractions including state and municipal civil infractions.

II. Parking Tickets, Civil Infractions & Collection Efforts

III. The Impact of Merging 50th District Court with Another Court

IV. The Future Outlook of Judges and the Requirements of a Magistrate

Public Comment: No requests for Public Comment at the meeting.

Adjourned: 4:55 p.m.

Consent Agenda

C

Parks,

Recreation &

Public Works

PONTIAC CITY COUNCIL
PARKS, RECREATION & PUBLIC WORKS SUBCOMMITTEE
JANUARY 24, 2022 MEETING MINUTES

Meeting held at Pontiac City Hall, 47450 Woodward Avenue, Pontiac, Michigan in the City Council Conference Room.

In Attendance:

Councilmembers: Chair Kathalee James, Mikal Goodman and Melanie Rutherford

Mayor: Tim Greimel

Deputy Mayor: Khalfani Stephens

Planning & Development Manager: Vern Gustafsson

Grant Writer: Alexandra Borngesser

DPW Director: Al Cooley

City Engineer: Abdul Siddiqui

Members of the Public: Troy Craft, Portia Fields-Anderson, Anisha Hannah, Dr. Samino Scott

Meeting Started at 12:00 p.m.

Topics Discussed:

STATUS OF MITIGATION PROCESS TO RESTORE DNR FUNDING

PUBLIC / PRIVATE PARTNERSHIPS STATUS / GRANTS UPDATE

Mattie McKinney Hatchett Park Redevelopment Grant Status

Clinton River Trail Renovation Status

Skate Park Project Status

Grants Written - Community Led Design Process for Galloway Lake Park Designed to connect the park to the North Spur Trail and 3 neighborhoods – Decisions to be announced in April

Other Grant Updates

CITY WIDE CLEANUP SPONSORED BY PONTIAC COLLECTIVE IMPACT PARTNERSHIP

PARK MAINTENANCE / STAFFING

Grass Cutting Contracts

Trash Collection Contracts

Requested Changes for the 2022 Season

2022 POSSIBLE PROJECTS (Discussion)

1. Murphy Park Improvements – through Public Private Partnerships
2. Status of Road Study Grant for Auburn Avenue
3. Clinton River Trail Extension from Pike into Downtown Pontiac

4. Clinton River Trail Extension (former railroad property) that runs from Murphy Park to Opdyke Road
5. Cherrylawn Park Redevelopment through Public / Private Partnerships
6. Murphy Park Warming Center – Recommendation to Renovate, Rename, Reopen
7. Beaudette Park Bathrooms - Recommendation to Renovate and Reopen
8. Hawthorne Park Bathrooms – Request feasibility Study Cost to Repair or Replace

PUBLIC WORKS ADDITIONAL TOPICS AND CONCERNS

PUBLIC COMMENTS

Meeting Adjourned at 2:00 p.m.

**SPECIAL
PRESENTATION
A**

NURTURING PARENTING PROGRAM

In- person parenting classes to help with
enhancing your parenting skills!



**FREE
PARENTING CLASS!**

**To register:
Call (248)-318-4237**

**Email
smcdonald@carehouse.org**



What is the Nurturing Parenting Program?

- ↓ We offer a 15-week program designed for parents and school-aged children 5 to 12 years old. Both parents and children attend!

Who is the Nurturing Program for?

- ↓ The Nurturing Program is for any family who wants to get along better, communicate more effectively and feel closer to each other:
 - ↓ Parents
 - ↓ Caregivers who have guardianship
 - ↓ Grandparents
 - ↓ Foster parents

When? Thursdays – March 3rd – June 2nd 2022

Time? 5:30pm – 7:30pm

**Where? 44765 Woodward Ave Pontiac, MI
48341**

Dinner and Childcare provided!

- ↓ Dinner is provided each week at 5:30pm
- ↓ Childcare is provided for children ages 4 and under
- ↓ Transportation provided as needed
- ↓ Weekly attendance incentive provided

CARE HOUSE OF OAKLAND COUNTY

44765 Woodward Ave. | Pontiac, MI 48341 | 248-332-7173 | www.CAREHouse.org

#1

RESOLUTION



PONTIAC CITY COUNCIL RESOLUTION

Celebrating the Global Cultural Impact of Pontiac's Jones Brothers

Whereas Pontiac, Michigan has a rich and enduring legacy of Black community members who have made an enduring impact on the cultural, sociological, economic, political, legal, athletic, and innovation trends in our community, region, state, nation, and world;

Whereas it is extremely rare that a family would have three brothers that would go on to make such a significant impact on jazz music, but that is precisely what pianist Hank Jones, trumpeter and composer Thad Jones, and drummer Elvin Jones did through decades of making music;

Whereas all three brothers grew up in Pontiac, Michigan and through their careers transformed the musical scene, and eldest brother Hank Jones became known globally as the 'Grandfather of All Jazz Pianists' and was awarded a Lifetime Achievement Grammy in 2009;

Whereas, among many other noteworthy aspects of their lives, Thad Jones was dubbed "one of the all-time greatest jazz trumpet soloists" and his Thad Jones/Mel Lewis Orchestra won a 1978 Grammy Award, and Elvin Jones was a member of the John Coltrane Quartet and was inducted into the *Modern Drummer* Hall of Fame in 1995;

Whereas Hank, Thad, and Elvin Jones passed away in 2010, 1986, and 2004, respectively;

Whereas their legacy and memory have been marked through various exhibits, acknowledgements, and tributes over the years, though not to the extent worthy of their global impact, the importance to their craft, and their embodiment of the Black experience in Pontiac;

Whereas Pontiac City Council has declared February 2022 as Black History Month, and is committed to advancing the celebration of Black history this month and the entire year; now,

Therefore, Be It Resolved, the Pontiac City Council hereby celebrates the global cultural impact of Hank Jones, Thad Jones, and Elvin Jones, whose creativity, talents, and brilliance shaped modern music and reverberate throughout the world to this day; and further

Resolved, the City Council calls for thoughtful, creative, and ongoing efforts to better acknowledge and celebrate the Jones Brothers' legacy throughout our Pontiac community, including: Expanding historical wayside markers, exploring community mural installations, identifying the location where their family's home once stood at 129 Bagley, considering places that could be named in their honor, incorporation into educational curricula, and development of comprehensive strategies to celebrate The Corner at Bagley and Wessen streets and Black history in Southwest Pontiac more broadly.

PONTIAC CITY COUNCIL • Pontiac, Michigan • February 8, 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



#2

RESOLUTION



PONTIAC CITY COUNCIL RESOLUTION

Noting the Pontiac Creative Arts Center's Work to Spotlight Black Artists

Whereas the Pontiac Creative Arts Center is a non-profit organization established in 1964 with the mission of cultivating arts and culture in the community through exhibitions, education, and outreach and is located at 47 Williams Street in Pontiac;

Whereas the Creative Arts Center presents ongoing exhibits, offers workshops and classes, hosts community events throughout the year, and has labored to creatively advance their mission despite the substantial challenges presented during the global pandemic;

Whereas Pontiac City Council has declared February 2022 as Black History Month, and is committed to advancing the celebration of Black history locally this month and the entire year;

Whereas for decades the Creative Arts Center has made a particular focus of featuring Black artists and performers through programming and exhibits each February;

Whereas the works of accomplished Black artist Carole Morisseau of Michigan will be exhibited at the Pontiac Creative Arts Center in a show entitled "Drawings from Earth" that runs from February 6, 2022 to March 19, 2022 and to which the entire community is invited;

Whereas Carole Morisseau will also present an Artist's Talk on February 25, 2022 from 6:00 to 9:00 p.m. amidst her exhibited work at the Center, to which the entire community is invited;

Whereas the Creative Arts Center is also offering a painting workshop on February 27, 2022 from 3:00 to 6:00 p.m. with a subject matter focus of celebrating Black women; now,

Therefore, Be It Resolved, the Pontiac City Council acknowledges the Pontiac Creative Arts Center's efforts to spotlight Black artists and to continue their tradition of celebrating Black history through the arts; and further

Resolved, the City Council encourages Pontiac residents to enjoy the cultural opportunities offered by the Creative Arts Center, including the "Drawings from Earth" exhibit, Carole Morriseau Artist's Talk, and painting workshop all happening in February; and further

Resolved, the City Council expresses our gratitude to the dedicated volunteers and artists who have assisted in the Pontiac Creative Arts Center's perseverance, especially during the global pandemic that has upended their activities, fundraising, resources, and volunteer support.

PONTIAC CITY COUNCIL • Pontiac, Michigan • February 8, 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

Designating February 2022 as United Way for Southeastern Michigan 2-1-1 Month

Whereas United Way for Southeastern Michigan is dedicated to ensuring all households in our region are stable and all children are set up to thrive;

Whereas United Way for Southeastern Michigan is the operator of Michigan 2-1-1 for Oakland County, which launched in 2002 and expanded to Southeastern Michigan in 2005;

Whereas Michigan 2-1-1 is a service provided at no cost to Michigan residents, and connects them with thousands of health and human service agencies and resources right in their communities quickly, easily, and confidentially;

Whereas the Michigan 2-1-1 helpline is available 24 hours a day, every day of the year via phone, email, live chat, and online databases;

Whereas more than 3,000 Pontiac residents have contact Michigan 2-1-1 for assistance with housing, job training, utility assistance, food, COVID-19 testing and vaccinations, and more;

Whereas February 11 is 2-11, a date which represents Michigan 2-1-1, and the service provided by 2-1-1 Community Care Advocates, and their work is celebrated the month of February; now,

Therefore, Be It Resolved, the Pontiac City Council designates that February 2022 be recognized as United Way for Southeastern Michigan 2-1-1 Month in Pontiac, Michigan and acknowledges the organization's service to our community; and further

Resolved, the City Council recognizes United Way for Southeastern Michigan's 2-1-1 service as a valued asset and are grateful to the dedicated Community Care Advocates at 2-1-1 for their efficient, effective, and compassionate response to the needs of our residents; and further

Resolved, the City Council encourages Pontiac residents take advantage of this organization's 2-1-1 services to connect with thousands of health and human service agencies and resources that may be able to assist them with their family's challenges.

PONTIAC CITY COUNCIL • Pontiac, Michigan • February 8, 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



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
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Service Call for Pole Replacement	Standard pole	75	80
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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: *CV* Signature BY: Charles R Schumb Name and Title (print or type) President

ADDRESS: 9646 26 Mile Street Caseo City MI State 48064 Zip Code

OFFICE PHONE: 586 766 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 Power & Lighting 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 Casco ME 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 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: 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.

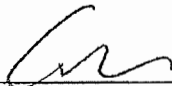
- c) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, 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

6.20.17
DATE

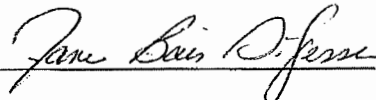
Sign: 

Print: CHARLES R. SCHLAB

Title: PRESIDENT

City of Pontiac

6.28.17
DATE

Sign: 

Print: JANE BAIS DISESSA

Title: Deputy Mayor

#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 8, 2021

RE: MDOT Local Bridge Program Funding Agreement – University and Kennett (Contract No. 21-5506)

The Michigan Department of Transportation (MDOT) has prepared and delivered the attached funding agreement for construction of the University and Kennett Bridges Capital Preventive Maintenance Project. The construction for this project is mostly funded through the State's Local Bridge Funds totaling \$541,785. The total estimated cost of the project is \$570,300, with the City's portion of the project being \$28,515. This project will be budgeted in fiscal year 2022/23.

The funding is provided based on competitive application. These projects go through an MDOT bid letting and are awarded and funded by MDOT. The City will be responsible for our match on the project as stated above.

It is the recommendation of the Department of Public Works, Engineering Division that the City sign the attached MDOT funding agreement for construction of the University and Kennett Bridges Capital Preventive Maintenance Project:

WHEREAS, The City of Pontiac has received a Local Bridge funding agreement from the Michigan Department of Transportation, and;

WHEREAS, The Department of Public Works, Engineering Division has reviewed the funding agreement, and;

WHEREAS, The project will be budgeted in the 2022/23 Major Street budget,

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to sign the MDOT funding agreement (Contract No. 21-5506) for construction of the University and Kennett Bridges Capital Preventive Maintenance Project.

AHS

attachments

LOCAL BRIDGE NON FED	CAB Control Section Job Number Structure Contract No.	MCS 63000 206102CON #8259; #8263 21-5506
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PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made and entered by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF PONTIAC, MICHIGAN, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Pontiac, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated January 10, 2022, attached hereto and made a part hereof:

Capital preventative maintenance on the structure #8259, which carries University Drive over the Grand Trunk Western Railroad, and on the structure #8263, which carries Kennett Road over the Canadian National and Grand Trunk Western Railroad, T03N, R10E, City of Pontiac, Oakland County, Michigan; including epoxy deck overlay, concrete coating of mechanically stabilized earth walls, sidewalk and deck patching, silane treatment of railing and fascia, expansion deck joint replacement, beam end concrete pavement repairs and hot mix asphalt approach resurfacing; and all together with necessary related work.

WITNESSETH:

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

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

WHEREAS, the PROJECT has been approved for financing in part with funds appropriated to the Local Bridge Fund pursuant to Section 10(5) of Act 51, Public Acts of 1951, as amended, for the state Local Bridge Program; and

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

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

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

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

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

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

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

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

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

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

- A. Design or cause to be designed the plans for the PROJECT.
- B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

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

5. The PROJECT COST shall be met in part by state Local Bridge Funds. The state Local Bridge Funds will be applied to the PROJECT COST in an amount equal to 95 percent of those PROJECT COSTS eligible for participation by such funds. The remaining 5 percent of the PROJECT COST, after deduction of state Local Bridge Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not paid by state Local Bridge Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less State Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the approaches being constructed as a part of the PROJECT.

8. The contracting parties do hereby agree to be bound by all of the provisions and conditions set forth in PART II hereof which are applicable to the PROJECT.

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

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY

is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, if applicable, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that, if applicable, remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

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

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use the state Local Bridge Funds.

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

The providing of recommendations or advice by the DEPARTMENT does not relieve the REQUESTING PARTY and the local agencies, as applicable, of their exclusive jurisdiction of the highway or bridge structure(s) and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway or bridge structure(s), described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

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

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

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

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

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

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT, and its officials, agents and employees, the

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF PONTIAC

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



January 10, 2022

EXHIBIT I

CONTROL SECTION MCS 63000
JOB NUMBER 206102CON
STRUCTURE #8259; #8263

TOTAL
ESTIMATED
COST

STATE LOCAL
BRIDGE FUNDS
(EST 95%)

BALANCE
REQ. PARTY'S
SHARE

STRUCTURE AND APPROACHES

Construction (Contracted)	\$570,300	\$541,785	\$28,515
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NO DEPOSIT REQUIRED

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
 - 3. Modification Or Construction Of Railroad Facilities
 - a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
 - 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

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

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

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

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

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

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

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

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

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

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

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

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

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

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

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

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

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

The agency shall submit two copies of:

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

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

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

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

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

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

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.
3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

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

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

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

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

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

SECTION IV

MAINTENANCE AND OPERATION

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

1. All Projects:

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

2. Projects Financed in Part with Federal Monies:

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

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

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

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

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

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

#6

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: February 3, 2022

RE: **Action Traffic Maintenance Inc.**

In 2016, the City of Pontiac advertised for "Right of Way Sign Maintenance" and awarded a contract to Action Traffic Maintenance Inc. The contract was for one-year with options to extend for years two and three. Year four was extended and kept costs at the year three pricing.

Action Traffic Maintenance Inc. has been very responsive to the City of Pontiac's requests and a great company to work with. We feel that their work product and ability to respond to Sign replacement has been exemplary. Additionally, their pricing is also some of the lowest in the area for parts and labor, saving the City money on repairs.

At this time, the original Action Traffic Maintenance, Inc. contract has expired. The Department of Public Works is still in need of assistance for "Right of Way Sign Maintenance."

We request to extend the current contract with Action Traffic Maintenance, Inc. with a 10% increase due to increased material and supply costs. We are requesting to extend this for a period of one (1) year.

Funding for this contract is in the Major and Local Street Fund.

Based upon the above and attached information, it is the recommendation of the Department of Public Works to extend the contract with Action Traffic Maintenance, Inc. for one (1) year.

AHC

Attachments:

RESOLUTION ON FOLLOWING PAGE



Resolution to Extend Contract with Action Traffic for One (1) Year
for purposes of "Right of Way Sign Maintenance".

- WHEREAS, The City of Pontiac has mutually agreed with Action Traffic Maintenance, Inc., to extend the contract for one (1) year at a 10% increase;
- WHEREAS, Action Traffic Maintenance Inc., has done exemplary work over the four (4) years of their contract;
- WHEREAS, The Department of Public Works is still in need of assistance for "Right of Way Sign Maintenance";
- NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to extend the contract with Action Traffic Maintenance. Inc., for one (1) year, expiring January 1, 2023 at a 10% increase.



February 3, 2022

Action Traffic Maintenance, Inc.
Attn: Mr. Thomas Peake, Director of Operations
5182 South Saginaw
Flint, MI 48507

Dear Mr. Peake,

The City of Pontiac and Action Traffic Maintenance Inc. hereby mutually agree to extend the contract for "**Right of Way Sign Maintenance**" between the City of Pontiac and Action Traffic Maintenance originally dated January 21, 2016. **This agreed upon contract extension shall terminate at midnight January 1, 2023.**

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, if any, as outlined in our agreement dated January 21, 2016.

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: _____

Thomas Peake, Director of Operations, Action Traffic Maintenance Inc.

I concur: _____ Date: _____

Tim Greimel, Mayor, City of Pontiac

AHC

Pay Item	Unit	2021 Price	10% Increase	2022 Price
Stop Sign	Each	\$79.00	\$7.90	\$86.90
Band, Sign	Each	\$35.00	\$3.50	\$38.50
Sign, Type III, Erect, Salvage	Each	\$50.00	\$5.00	\$55.00
Sign, Type III, Remove	Each	\$30.00	\$3.00	\$33.00
Sign, Type IIIA, Special	Each	\$21.94	\$2.19	\$24.13
3# Post	Each	\$148.50	\$14.85	\$163.35
Bracket	Each	\$38.50	\$3.85	\$42.35
60" Reflective Strips	Each	\$27.50	\$2.75	\$30.25
Install 10 or More Signs		\$21.00 sq. ft.	\$2.10	\$23.10 sq. ft.
Install < 10 Signs		\$23.50 sq. ft.	\$2.35	\$25.85 sq. ft.

CONTRACT FOR RIGHT OF WAY SIGN MAINTENANCE

- 1) Parties. The parties to this contract are the City of Pontiac, Michigan hereinafter referred to as the "City", and Action Traffic Maintenance, Inc. hereinafter called the "Contractor".
- 2) Purpose. The purpose of this contract is for the City to engage the Contractor to provide Right of Way Sign Maintenance to the City, as the City deems necessary. (See Scope of Services below).
- 3) Scope of Services. The Contractor will provide all labor, materials, supplies, equipment and supervision to perform Right of Way Sign 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:

Right of Way Sign Maintenance Bid Sheet

CITY OF PORTLAND - BID PROPOSAL

I, the undersigned, propose to provide services as described in the work items per specifications included by the City of Portland. No contract will be awarded or purchase order issued to the successful bidder. Further, proposal to fulfill the above conditions set forth for the City of Portland in this bid proposal is given in acceptance of all of the specifications contained herein and to the purchase of any products or services per the bid.

I certify that the bid and cost information herein are for the City of Portland in accordance with: DATE: 11/13/15

FOR NAME: Action Traffic Maintenance

BY: Timothy Peake

ADDRESS: 5183 S Saginaw Flint, MI 48502

PHONE: 810-695-7516

FAX: 810-695-7567

Standard Service Call Cost: <u>\$975.00</u>				Emergency Service Call Cost (less than 24HR. notice): <u>\$850.00</u>					
Type	Application	Width (inch)	Height (inch)	Sign Cost	Sign Cost (including 10% labor and profit per unit)	Pole (Round) Replacement Cost	Bracket Cost and/or Mounting Hardware for Round Pole	Pole (Channeled) Replacement Cost	Bracket Cost and/or Mounting Hardware for U-Channeled
Street Name	Major Road	24	12	\$42.00	\$37.80	\$156.00	\$35.00	\$135.00	\$35.00
Street Name	Major Road	30	12	\$52.50	\$47.25	\$156.00	\$35.00	\$135.00	\$35.00
Street Name	Major Road	36	12	\$63.00	\$56.70	\$156.00	\$35.00	\$135.00	\$35.00
Street Name	Major Road	42	12	\$73.50	\$66.15	\$156.00	\$35.00	\$135.00	\$35.00
Street Name	Major Road	48	12	\$84.00	\$75.60	\$156.00	\$35.00	\$135.00	\$35.00
Street Name	Local Road	30	9	\$39.50	\$35.55	\$156.00	\$35.00	\$135.00	\$35.00
Street Name	Local Road	36	9	\$47.25	\$42.55	\$156.00	\$35.00	\$135.00	\$35.00
Street Name	Local Road	42	9	\$55.25	\$49.75	\$156.00	\$35.00	\$135.00	\$35.00
Street Name	Local Road	48	9	\$63.00	\$56.70	\$156.00	\$35.00	\$135.00	\$35.00
Street Name	Local Road	54	9	\$71.00	\$63.90	\$156.00	\$35.00	\$135.00	\$35.00
Stop Sign		36	36	\$131.25	\$118.25	\$156.00	\$35.00	\$135.00	\$35.00
Yield		36	36	\$189.00	\$170.10	\$156.00	\$35.00	\$135.00	\$35.00
Warning Signs		36	30	\$131.25	118.25	\$156.00	\$35.00	\$135.00	\$35.00
Various		24	36	\$105.00	\$94.50	\$156.00	\$35.00	\$135.00	\$35.00
Various		24	36	\$126.00	\$113.40	\$156.00	\$35.00	\$135.00	\$35.00
Reflective Strip		2	60	\$25.00	\$25.00	\$156.00	\$35.00	\$135.00	\$35.00

All costs above should be per unit and include the cost of installation and materials required for installation.

Street Signs have 2 sides of sheeting

Escalation percentage for year 2

10%

Cost above should include the cost of installation

Escalation percentage for year 1

10%

Sign cost should not include the cost of the service call

Escalation percentage to be applied to all cost unless specified by contractor

Disclaimer: The City of Portland reserves the right to amend any of the work items listed above if the work is no longer required or in the best interest of the City. The City of Portland reserves the right to bid out any work that would be deemed outside the scope of work, including but not limited to related operations if it is not to be covered.

Right of Way Sign Maintenance Bid Sheet

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. DATE: 11/13/15

FIRM NAME: Action Traffic Maintenance BY: Timothy Peake
Signature Name and Title (print or type)

ADDRESS: 5182 S Saginaw Flint, MI 48507 PHONE: 810-695-7516 FAX: 810-695-7567

Standard Service Call Cost				Emergency Service Call Cost (less than 24HR notice)					
Type	Application	Width Inch	Height Inch	Sign Cost	Sign Cost (bulk printing of 10 or more signs) per unit	Pole (Round) Replacement Cost	Bracket Cost and/or Mounting Hardware for Round Pole	Pole (U-Channel) Replacement Cost	Bracket Cost and/or Mounting Hardware for U-Channel
Street Name	Major Road	24	12	\$42.00	\$37.80	\$156.00	\$35.00	\$135.00	\$35.00
Street Name	Major Road	30	12	\$52.50	\$47.25	\$156.00	\$35.00	\$135.00	\$35.00
Street Name	Major Road	36	12	\$63.00	\$56.70	\$156.00	\$35.00	\$135.00	\$35.00
Street Name	Major Road	42	12	\$73.50	\$66.15	\$156.00	\$35.00	\$135.00	\$35.00
Street Name	Major Road	48	12	\$84.00	\$75.60	\$156.00	\$35.00	\$135.00	\$35.00
Street Name	Local Road	30	9	\$39.50	\$35.55	\$156.00	\$35.00	\$135.00	\$35.00
Street Name	Local Road	36	9	\$47.25	\$42.55	\$156.00	\$35.00	\$135.00	\$35.00
Street Name	Local Road	42	9	\$55.25	\$49.75	\$156.00	\$35.00	\$135.00	\$35.00
Street Name	Local Road	48	9	\$63.00	\$56.70	\$156.00	\$35.00	\$135.00	\$35.00
Street Name	Local Road	54	9	\$71.00	\$63.90	\$156.00	\$35.00	\$135.00	\$35.00
Stop Sign		30	30	\$131.25	\$118.25	\$156.00	\$35.00	\$135.00	\$35.00
Yield		36	36	\$189.00	\$170.10	\$156.00	\$35.00	\$135.00	\$35.00
Warning Signs		30	30	\$131.25	\$118.25	\$156.00	\$35.00	\$135.00	\$35.00
Various		24	30	\$105.00	\$94.50	\$156.00	\$35.00	\$135.00	\$35.00
Various		24	36	\$126.00	\$113.40	\$156.00	\$35.00	\$135.00	\$35.00
Reflective Strip		2	60	\$25.00	\$25.00	\$156.00	\$35.00	\$135.00	\$35.00

All cost above should be per unit and include the cost of installation and materials required for installation

Street Signs have 2 sides of sheeting

Escalation percentage for year 2 10%

Cost above should include the cost of installation

Escalation percentage for year 3 10%

Sign cost should not include the cost of the service call

Escalation percentage to be applied to all cost unless specified by contractor

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.

6) Period of Performance. This contract expires December 31, 2016, with optional extension of the contract for years two and or three, upon the approval and signature of the parties hereto.

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 Right of Way Sign Maintenance.

Except as otherwise provided herein, Contractor shall furnish all labor, supervision and services necessary to properly execute and complete the work.

Print and install replacement street/traffic control signs for all City of Pontiac's streets.

- a. Print signs per accepted federal/state/local standards (MDOT)
- b. All signs bid under this proposal will be standard signs as specified in the Michigan Manual of Uniform Traffic Control Devices, current revision.
- c. Signs should be 10 gauge aluminum
- d. Contractor to dispose of waste

Install signs.

- a. Replace pole if necessary
 - 1) Round Galvanized Steel Post, 2" nominal size, 2 1/8" ID, 2 3/8" OD, .125 thickness, 3Lb per lineal foot
 - 2) U-Channel Sign Posts - 11'-12"
- b. Replace fixture if necessary
 - 1) All bolts should be zinc plated steel (not vandal proof)

Equipment.

- a. List equipment intended to perform scope of work

Requirements.

- a. Licenses
 - 1) CDL
- b. Coordinate with Miss Dig when required.
- c. Contractor shall provide to the City a daily status report of work performed, the previous business day. The report is due by 10:00 a.m. the next business day.

Service and Response Time.

- a. Twenty-four hour emergency response time
- b. Install in quantity when possible for price reduction
- c. Emergency service is required on all traffic control signs (fixed and/or replaced with-in twenty four hours)
- d. Operations must be within 35 miles of the Pontiac city limits. Site visit may be required subject to verification.

Safety Standards.

- a. Adhere to Federal, State, and Local safety standards
- b. Must be in accordance with MMUTCD and AASHTO

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: Action Traffic Maintenance, Inc.
5182 South Saginaw Road
Flint, MI 48507

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.
 - 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.

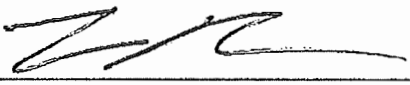
d) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Contract.

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.

Action Traffic Maintenance, Inc.

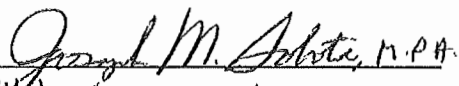
1/18/2016
DATE

By: 
(Title)

Thomas Peake
Director of Operations

City of Pontiac

1/21/16
DATE

By: 
(Title) City Administrator



Purchasing Department

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

March 07, 2018

Action Traffic Maintenance, Inc.
Attn: Mr. Thomas Peake, Director of Operations
5182 South Saginaw
Flint, MI 48507

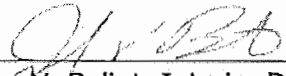
Dear Mr. Peake,


The City of Pontiac has elected to extend your existing contract with The City of Pontiac for "Right of Way Sign Maintenance" effective immediately. The new contract expiration date will be December 31, 2018. 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 January 2016.

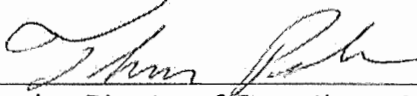
Thank you for your continued service and dedication. Looking forward to working with you and your team another year. If you have any questions, or concerns, please call me at 248-758-3742

Sincerely,

CITY OF PONTIAC

 Date: 3/1/18
John V. Balint, Interim DPW Director, City of Pontiac

I concur:  Date: 3.7.18
Jane Bais-DiSessa, Deputy Mayor, City of Pontiac

Agreed:  Date: 3-7-18
Thomas Peake, Director of Operations, Action Traffic Maintenance, Inc.



Purchasing Department

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

October 08, 2018

Action Traffic Maintenance, Inc.
Attn: Mr. Thomas Peake, Director of Operations
5182 South Saginaw
Flint, MI 48507

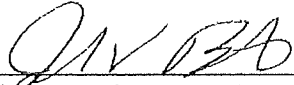
Dear Mr. Peake,

The City of Pontiac has elected to extend your existing contract with The City of Pontiac for "Right of Way Sign Maintenance" effective immediately. The new contract expiration date will be December 31, 2019. 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 January 2016.


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: 10/23/18
John V. Balint, Interim DPW Director, City of Pontiac

I concur:  Date: 10/26/18
Deirdre Waterman, Mayor, City of Pontiac

Agreed:  Date: 12-19-18
Thomas Peake, Director of Operations, Action Traffic Maintenance, Inc.

5182 South Saginaw
Flint MI 48507

Telephone 810-695-7516
Fax 810-695-7567

November 2nd, 2018

Purchasing Department
Attn: Michelle McKenzie, John Balint, Al Cooley
47450 Woodward
Pontiac, MI 48342

Dear Purchasing Department,

Thank you for electing to extend your existing contract with Action Traffic Maintenance for "Right of Way Sign Maintenance". We are excited as well to continue working with the City of Pontiac.

We would like to propose a few changes to the original contract. We are proposing a general 10% increase to all pricing due to elevated material costs. This is in accordance to the escalation clause on page 3 of the original contract. We are also proposing a change in the pay items that we believe will decrease administrative costs to the City and alleviate previous confusion over pay items.

1. The current contract has 34 pay items. We propose to shorten this list to 6 pay items. This can be accomplished as detailed below:
 - a. Replace all individual sign pay items and instead all signs will be paid for by total square footage of each sign face. For example, a 24x12 street name sign would be paid with 4 sqft.
 - i. Installing 10 or more signs in a day: \$21.00/sqft
 - ii. Installing 9 or fewer signs in a day: \$23.50/sqft
 - b. Retain 3# Post pay item: \$148.50/3#post
 - c. Retain Bracket pay item: \$38.50/bracket
 - d. Retain 60" Reflective Strips pay item: \$27.50/strip
 - e. Add a pay item for Sign Bands @\$35/band
 - f. Add a pay item for installing salvage signs @ \$50/sign

Thank you for the opportunity to continue servicing the City of Pontiac.

Sincerely,

Action Traffic Maintenance

#7

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable City Council President and City Council

FROM: Tim Greimel, Mayor

DATE: February 8, 2022

RE: **Recommendation to Appoint Allen Cooley as Interim Director of the Department of Public Works (DPW).**

Honorable City Council President and Members of the City Council:

The Director of the Department of Public Works (DPW) position is currently vacant. This role is vital to the progress of the City of Pontiac. The Director oversees the duties and responsibilities of the Department of Public Works. In addition, the Director ensures certain city maintenance and services within the city are completed in a timely manner.

As such, I am recommending the approval of Allen Cooley to serve as the Interim Director of the Department of Public Works and receive the budgeted salary for this role of \$92,700.14 while he is serving at this capacity.

Allen Cooley has been employed with the City of Pontiac since July of 2017. He began his career with the City of Pontiac as the DPW Superintendent and was promoted in May of 2020 to serve as the Deputy DPW Director.

Since the onset of the director vacancy within DPW, Mr. Cooley has worked to ensure the service to Pontiac citizens continues without disruption. His dedication to the City and citizens of Pontiac is commendable.

It is with great pleasure that I recommend the approval of Mr. Allen Cooley to serve as the Interim Department of Public Works, Director.

As such, the following resolution is recommended for your approval.

Attachments:

RESOLUTION ON FOLLOWING PAGE



Resolution to approve the appointment of Allen Cooley to serve as the Interim Director, Department of Public Works

WHEREAS, in accordance with Article IV, Chapter 1, Section 4.106 the Mayor may appoint for each department of the executive branch a director who serves at the pleasure of the Mayor as head of the department; and,

WHEREAS, in accordance with Article IV, Chapter 1, Section 4.106 such appointment is subject to the approval of Council; and,

WHEREAS, Allen Cooley has the experience and professionalism necessary to serve as the Interim Department of Public Works, Director; and,

WHEREAS, Allen Cooley has served as the Deputy Director of Public Works since 2020; and,

NOW THEREFORE BE IT RESOLVED, in accordance with appointment procedures provided by law and the City Charter, Allen Cooley is formally appointed, effective immediately, as Interim Director of Public Works for the City of Pontiac and will receive the budgeted salary for this position while he is serving in this role as the Interim Director of the Department of Public Works.