

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

44th Session of the 11th Council

August 9, 2022 at 6:00 P.M.

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

Meeting Agenda

Call to Order

Invocation

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

Authorization to Excuse Councilmembers from the Meeting

Amendments to and Approval of the Agenda

Approval of the Consent Agenda

- A. July 25, 2022 Parks, Recreation & Public Works Subcommittee Meeting Minutes
- B. July 25, 2022 Law & The Courts Subcommittee Meeting Minutes
- C. August 1, 2022 Economic Development, Housing & Planning Subcommittee Meeting Minutes
- D. August 4, 2022 City Council Meeting Minutes

Subcommittee Reports

1. Communications, Engagement & Operations - Chair Goodman
2. Economic Development, Housing & Planning - Chair McGuinness
3. Facilities & Property - Chair Carrington
4. Finance & Personnel - Chair Nicholson
5. Law & The Courts - Chair Parker
6. Parks, Recreation & Public Works - Chair James
7. Public Safety, Health & Wellness - Chair Carrington

Special Presentations

8. Pontiac Public Library Initiatives and Resources
Presentation Presenters: Pontiac Library Board Chair Rosie Lance-Richardson and Library Staff
9. Pontiac School District Recent Developments, Millage Restoration Passage
Presentation Presenter: Pontiac School Board President Gill Garrett

Discussions

10. Pike Street and Clinton River Trail Connector Proposed Improvements

11. Closure of Martin Luther King, Jr. Boulevard South Bridge, South of South Boulevard, Due to Structural Safety Concerns
12. 2022 Pontiac Pride and Beautification Award Nominations

Recognition of Elected Officials

Agenda Address (Two Minutes Time Limit)

Agenda Items

Ordinances

13. Ordinance Amendment to the City of Pontiac Reestablished General Employees' Retirement System, Section 2 to Update Interest Rate and Mortality Table Used to Determine Actuarial Equivalence *(first reading)*

Resolutions

City Council

14. Resolution to Refer Forensic Audit Results to Legal Authorities
15. Resolution Acknowledging the Mayor's Dismissal of Finance Director
16. Resolution to Pursue Review and Implementation of Recommendations for Strengthened Financial Practices Identified Through Forensic Audit Process
17. Resolution Urging Expeditious Pursuit of Request For Proposals of Legal Services for City of Pontiac

Department of Public Works (DPW)

18. Resolution to approve the Mayor and Department of Public Works to enter into a contract with Great Lakes Contracting for City Wide Roadway Maintenance

Grants

19. Resolution to approve the City of Pontiac's submission of the grant application titled "Pontiac Arts Commission Strategic Planning" to the Michigan Arts and Culture Council Professional or Organization Development Mini-grant (POD) Program in the amount of \$1,500

Treasury

20. Resolution to place a Ballot Question to restore the Charter-Established Tax Millage Rate and provide new additional millage

Public Comment (Three Minutes Time Limit)

Communications

City Council

21. Pontiac City Council Outreach Specialist Position Posted, Open for Applications
22. Pontiac Transit Town Hall Meeting, Featuring Pontiac City Councilman Mikal Goodman and Oakland County Commission Chairman Dave Woodward, August 10, 2022 from 6:00 to 6:00 pm, held at The Crofoot, 1 S. Saginaw, Pontiac 48342
23. Pontiac Town Hall Meeting on Water Affordability, August 11, 2022 at 7:00 p.m. held at Pontiac City Hall in the Council Chambers, Presented by Oakland County Water Resources Commission
24. Oakland County Tax Foreclosure Auction conducted online, advance bidding now open through August 12,

2022 at 10:00 am, at tax-sale.info, Active bidding begins at 10:00 am and continues until 7:00 pm on August 12, 2022. For interested bidders without internet access, a phone bidding system is available by calling (800) 259-7470. For more information, visit tax-sale.info or contact Oakland County Treasurer Robert Wittenberg's Office by phone at (248) 858-0611 or email treasurer@oakgov.com

25. START Youth Theatre Production of Willy Wonka Kids, August 12, 2022 at 7:00 pm, and August 13, 2022 at 2:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street, Pontiac 48342; Adult Tickets \$15, Students K-12 Tickets \$10; Visit www.flagstarstrand.com for More Information
26. Pontiac's Farmers Market "Keep Growing With Community" Sunday, August 14, 2022 from 1:00 pm to 4:00 pm, 11 N. Saginaw St. Pontiac, Michigan, Downtown Pontiac
27. Oakland University Nonprofit Management Certificate Program Scholarship Deadline August 15, 2022; Certificate Program Classes Run September 2022 through July 2023; for More Information, call or email Judy Wilson at (248) 884-4267 or judywilson@oakland.edu
28. Pike Street Improvements and Clinton River Trail Connector Public Information Meeting, August 15, 2022 from 11:00 am to 1:00 pm, held at Pontiac City Hall in the Council Chambers, 47450 Woodward Avenue, Pontiac 48342
29. Eastside Community Meeting, Featuring Presentation on Pike Street Improvements and Clinton River Trail Connector, August 15, 2022 from 7:00 to 9:00 pm, held at Prospect Missionary Baptist Church, 351 Prospect Street, Pontiac 48341
30. 2022 City of Pontiac Pride and Beautification Award Nominations Due August 16, 2022; Nomination Forms are now Available at Pontiac City Hall in Council Offices, or on City Website at the Council Webpage
31. Ribbon Cutting of Downtown Pontiac Mural of Elizabeth Denison Forth by Artist Zach Curtis, August 17, 2022 at 11:00 am, Held in Front of Mural on Clinton Street, just west of Wayne Street
32. Give Me S'More Summer, Featuring Free S'mores and Resources, August 17, 2022 from 2:00 to 5:00 pm, held at Oakland Park, 500 E. Montcalm, Pontiac 48342, Presented by Pontiac United Education Coalition
33. E-Community Outreach Services Family Appreciation Day, August 20, 2022 from 12:00 to 5:00 pm, Free Event, held UWM Sports Complex, 867 South Boulevard East, Pontiac, MI 48342
34. Back to School Picnic, August 20, 2022 from 1:00 to 6:00 pm, held at Hawthorne Park, 1400 Telegraph Road, Pontiac 48340, Presented by Motor City Bounce
35. Pontiac Transportation Museum Open House During Dream Cruise, August 20, 2022 from 1:00 to 5:00 pm, 250 W. Pike Street, Pontiac 48341
36. Pontiac School District Carpool Cinema Movie Night, Showing "Space Jam: Legacy," August 25, 2022 starting at sunset, Free Event, held at Pontiac School's Odell Nails Administration Building Parking Lot, 47200 Woodward Avenue, Pontiac 48342
37. September is Senior Center Month, with Special Events the Entire Month of September at Ruth Peterson Senior Center and Robert Bowens Senior Center
38. Congresswoman Brenda Lawrence Coffee Hour, September 10, 2022 from 12:00 to 1:30 pm, held at Pontiac City Hall in the Council Chambers, 47450 Woodward Avenue, Pontiac 48342

39. Spotighting the History of the Constitutional Amendment Granting Women the Right to Vote, September 14, 2022 at 6:00 pm, held at the Oakland History Center, 405 Cesar E. Chavez Avenue, Pontiac 48342
40. Oak Hill Cemetery Walk, September 18, 2022, Walking Tours at 2:00, 3:00, and 4:00 pm, held at Oak Hill Cemetery, 216 University Drive, Pontiac 48342

Mayor's Office

41. Lawn Chair Concert Series, August 11, 2022, doors open at 6:00 pm, music begins at 6:30 pm, held at Oakland History Center, 405 Cesar E. Chavez Avenue Pontiac, MI 48342, featuring Paula Michelle and Quincy Stewart
42. Lawn Chair Concert Series, August 25, 2022 at 6:00 pm, held at Murphy Park, 441 Martin Luther King Jr. Boulevard South Pontiac, MI 48341, featuring Jill Marie Hamilton
43. September is Senior Center Month, with Special Events the Entire Month of September at Ruth Peterson Senior Center and Robert Bowens Senior Center
44. Lawn Chair Concert Series, September 8, 2022 at 6:00 pm, held at Charlie Harrison Park, 537 University Drive Pontiac, MI 48342, featuring Gwen Foxx
45. Brunch + Community Conversations with Mayor Greimel, September 10, 2022 from 11:00 am to 1:00 pm, held at Ruth Peterson Senior Center, 990 Joslyn Avenue, Pontiac 48340
46. Lawn Chair Concert Series, September 15, 2022 at 6:00 pm, held at Rotary Park in Pontiac
47. Mayor State of the City Address, September 22, 2022 from 6:00 to 8:00 pm, held at the Flagstar Strand Theatre, 12 N. Saginaw Street, Pontiac 48342
48. Brunch + Community Conversations with Mayor Greimel, October 8, 2022 from 11:00 am to 1:00 pm, held at Bowens Senior Center, 351 Prospect Street, Pontiac 48342

Closing Comments

Mayor Greimel (Seven Minutes Time Limit)
Clerk and City Council (Three Minutes Time Limit)

Adjournment

CONSENT AGENDA

A

**PONTIAC CITY COUNCIL
PARKS, RECREATION & PUBLIC WORKS SUBCOMMITTEE
JULY 25, 2022 MEETING MINUTES**

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

In Attendance:

Council members: Chair Kathalee James, Mikal Goodman, Melanie Rutherford, and President Mike McGuinness

Mayor: Tim Greimel

Deputy Mayor: Khalfani Stephens

Department of Public Works Director: Al Cooley

Grants Staff: Alexandra Borngesser

Oakland County Parks and Recreation Director: Chris Ward

Members of the Public: Anisha Hannah, Richard Harrison

The meeting was called to order at 12:03 p.m.

I. Special Presentation: Chris Ward, Director, Oakland County Parks and Recreation. Director Ward discussed in detail the possible collaboration between the City of Pontiac and Oakland County Parks in relation to Hawthorne Park, and their intention to pursue funding resources.

II. New Business

- Galloway Lake Park Easement Concerns Update
- Michigan Parks Deficit Resolution Future Plan of Action
- Crown Enterprises Proposal for Land Near Murphy Park
- Clinton River Public Space Enhancements Near Bowens Center

III. Standing Updates

IV. Items for Future Consideration by the Subcommittee

V. Public Comment: No request for public comment at the meeting.

VI. Adjournment: The meeting ended at 1:18 p.m.

CONSENT AGENDA

B

**PONTIAC CITY COUNCIL
LAW & THE COURTS SUBCOMMITTEE
JULY 25, 2022 MEETING MINUTES**

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

In Attendance:

Council members: Chair William Parker Jr., Brett Nicholson and Melanie Rutherford

Mayor: Tim Greimel

Deputy Mayor: Khalfani Stephens

The meeting started at 4:17 p.m.

I. Standing Updates:

- a. 50th District Court
- b. Blight Court
 - 1. Remediation of Properties
- c. Pending Legal Concerns (Mayor's Office)
- d. Report from Oakland County Prosecutor's Office

II. New Business

III. Items for Future Consideration by the Subcommittee

IV. Public Comment: No request for public comment at the meeting.

V. Adjournment: The meeting ended at 5:04 p.m.

Next Meeting: Monday, August 22, 2022 at 4:00pm in the City Council Conference Room.

CONSENT AGENDA

C

**PONTIAC CITY COUNCIL
ECONOMIC DEVELOPMENT, HOUSING & PLANNING
SUBCOMMITTEE AUGUST 1, 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 and President Michael McGuinness and Brett Nicholson

Deputy Mayor: Khalfani Stephens

Building Official: Mike Wilson

Planning & Development Manager: Vern Gustafsson

Legislative Counsel: Monique Sharpe

Meeting started at 9:00 a.m.

AGENDA

CALL TO ORDER

I. RETURNING BUSINESS

II. NEW BUSINESS

- a. Update from the Planning & Development Manager regarding future projects
- b. Update from the Building Official regarding revised code enforcement manual
- c. Staff Training Update
- d. Batch 17 & 18 Demolitions

III. STANDING UPDATES

IV. ITEMS FOR FUTURE CONSIDERATION BY THE SUBCOMMITTEE

V. PUBLIC COMMENT: There was no request for public comment at the meeting.

VI. ADJOURNMENT: The meeting ended at 10:00 a.m.

**CONSENT
AGENDA
D**

August 4, 2022 Draft

**Official Proceedings
Pontiac City Council
43rd 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 Thursday, August 4, 2022 at 6:02 p.m. by Council President Pro-Tem William Carrington.

Invocation – Rev. Marvin Nevels, Hopewell Missionary Baptist Church, Pontiac Michigan

Pledge of Allegiance to the Flag of the United States

Moment of Silence

Roll Call

Members Present – William Carrington, Mikal Goodman, Kathalee James, Brett Nicholson and William Parker, Jr.

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.

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

Motion Carried

Consent Agenda

22-205 **Resolution to approve the consent agenda for August 4, 2022.** Moved by Councilperson Goodman and second by Councilperson Rutherford.

Whereas, the City Council has reviewed the consent agenda for August 4, 2022.
Now, Therefore, Be It Resolved that the City Council approves the consent agenda for August 4, 2022 including July 26, 2022 City Council Meeting Minutes.

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

Resolution Passed

Special Presentation

Roadkill/Woodward Dream Cruise Updates
Presentation Presenter: Donovan Smith, City Planner

Forensic Audit Findings

Presentation Presenters: Brandi Marsh, MS, CAMS, CFE, CFCI and Melissa Frick Minick, MS, CFE, CFCI

August 4, 2022 Draft

Recognition of Elected Officials – H. Bill Maxey, Pontiac Library Trustee

Agenda Address

1. Kermit Williams addressed item #2
2. Patrice Waterman addressed items #2
3. Larry Jasper addressed item #2

Council President Mike McGuinness arrived at 6:32 p.m. and assumed the Chair

Agenda Items

Ordinance

Motion to amend the Fee Schedule Language. Moved by Councilperson Goodman and second by Councilperson Rutherford.

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

No: None

Motion Carried

2397 **Adoption of an Ordinance Amendment to the Fee Schedule as Adopted in the City of Pontiac Fiscal Year 2022-23 Budget.** Moved by Councilperson Goodman and second by Councilperson Parker.

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

No: None

Ordinance Passed

****Ordinance #2397 attached as Exhibit A after minutes****

Department of Public Works (DPW)

22-206 **Resolution to authorize the Department of Public Works Director to actively bid and purchase needed snow removal trucks with an amount not to exceed \$80,000 per truck.** Moved by Councilperson Rutherford and second by Councilperson Carrington.

Whereas, the City of Pontiac Department of Public Works will bid to purchase two dump/plow trucks with an amount not to exceed \$80,000 per truck.

Whereas, it is necessary to have these vehicles for proper snow removal operations.

Whereas, funds to support the purchase of these vehicles were adopted in the FY 22/23 budget under the Major Street Fund, 202-463-977-002.

Now, Therefore, Be It Resolved, the Pontiac City Council authorizes the Department of Public Works Director to actively bid and purchase needed Snow removal trucks with an amount not to exceed \$80,000 per truck.

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

No: None

Resolution Passed

Public Comment

1. Jim Douglas
2. Veronica Taylor
3. H. Bill Maxey
4. Larry Jasper

August 4, 2022 Draft

City Council

22-207 **Resolution to go into Closed Session to discuss Forensic Audit findings and legal impact of those findings.** Moved by Councilperson Parker and second by Councilperson Goodman.

Whereas, the Michigan Open Meetings Act allows a public body to go into closed session to discuss or consider material exempt from discussion or disclosure by state or federal statute; and

Whereas, the City Attorney and outside legal counsel wish to address the City Council to discuss the legal import and potential legal actions arising out of conduct identified in the forensic audit conducted by Marsh & Minick;

Now, therefore, Be It Resolved by the Pontiac City Council that it recess into closed session to discuss an attorney-client privileged memorandum as permitted by the Open Meetings Act at MCL 15.268. The City Attorney and Clark Hill, PLC request a closed session pursuant to MCL 15.268 (h) to discuss the August 3, 2022 attorney-client privileged memorandum prepared by Cristopher Trebilcock of Clark Hill, PLC.

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

No: None

Resolution Passed

City Council went into closed session at 9:22 p.m.

Councilman Nicholson excused himself from the meeting

Motion to come out of Closed Session at 11:06 p.m. Moved by Councilperson Parker and second by Councilperson Carrington.

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

No: None

Motion Carried

Mayor, Clerk and Council Closing Comments

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

Adjournment

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

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

No: None

Motion Carried

Council President Mike McGuinness adjourned the meeting at 11:26 p.m.

Garland S. Doyle
City Clerk

ORDINANCE NO. 2397

AN AMENDMENT TO THE FEE SCHEDULE AS ADOPTED IN THE CITY OF PONTIAC FY 2022-2023 BUDGET.

The City of Pontiac Ordains:

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ORDINANCE NO. _____

AN AMENDMENT TO THE FEE SCHEDULE AS ADOPTED IN THE CITY OF PONTIAC FY 2022-2023 BUDGET.

The City of Pontiac Ordains:

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Proposed City of Pontiac Fees for FY 2022/2023

	Plus \$20.00 per \$1,000.00 of cost or fraction thereof over \$1,001.00	
\$500,001.00 to \$1,500,000.00	\$10,055.00	
	Plus \$15.00 per \$1,000.00 of cost or fraction thereof over \$500,001.00	
If more than \$1,500,000.00	\$25,040.00	
	Plus \$10.00 per \$1,000.00 of cost or fraction thereof over \$1,500,001.00 with no upper limit	
Special Inspections:		
Inspections, for determining code compliance	\$50.00	
<u>Building Permits (Continued)</u>		
Re-inspection of work not ready and re-inspection of a violation that has not been complied with by the expiration notice	\$50.00	
<u>Building Permits (Continued)</u>		
Overtime Inspections -		
Fee for inspection outside of regular business hours shall be at 1.5 times the hourly rate of the personnel rate of inspector, involved, with 3 hour minimum charge, to three hours (per hour)		
<u>Building Permits (Continued)</u>		
Administration	\$200.00	
The inspection fee for work initiated before permit has been issued		
Plan review:		
\$0 to \$1,000,000	0.0015 of valuation minus \$100.00 minimum	
\$1,000,000 to \$5,000,000	\$1,500.00 plus .0005 of evaluation over \$500,000	
\$5,000,000 to \$ and up	\$3,500.00 plus .0004 of evaluation over \$5,000,000	
Plan review of electrical, mechanical and plumbing is 25% of the building plan review fee for each discipline. Minimum plan review fee \$175.00		
Application Fee	\$35.00	
Special Building Fees:		
Permit Extension Fee	\$50.00	
Contractor Registration	\$35.00	
Certificate of Occupancy	\$200.00	
NSF	\$35.00	
<u>Demolition Permit</u>		
First 1000 sq. ft.	\$250.00	
Each additional 500 sq. ft.	\$50.00	
NSF	\$35.00	
Application to remove from dangerous building list	\$500.00	

<u>Property Maintenance</u>	
Property Maintenance Inspection	\$200.00
NSF	\$35.00
<u>Team Inspection</u>	
Per Inspector Full Team	\$350.00
Re-inspection Per Inspector	\$50.00
NSF	\$35.00
<u>Hearing Officer</u>	
Special Hearing	\$900.00
NSF	\$35.00
<u>Board of Appeals</u>	
Special Hearing	\$900.00
NSF	\$35.00
<u>Construction BOA</u>	
Filing Fee	\$500.00
NSF	\$35.00
<u>Electrical Permits</u>	
Application Fee	\$35.00
New Home	\$205.00
Substandard Property/Complete Renovation	\$205.00
Minimum Fee	\$75.00
Permanent Service for One Phase:	
100 Ampere or Less	\$37.00
101 to 200 Ampere	\$40.00
210 to 400 Ampere	\$47.00
Over 400 Ampere	\$50.00
Permanent service for Three Phase:	
100 Ampere or Less	\$42.00
101 to 200 Ampere	\$47.00
201 to 400 Ampere	\$52.00
Over 400 Ampere	\$55.00
Additional Service -	
Each Additional Sub-Service	\$30.00
Stand by Power & Generator (One Phase):	
100 Ampere or Less	\$37.00
101 to 200 Ampere	\$40.00
201 to 400 Ampere	\$47.00
Over 400 Ampere	\$50.00
Automatic Transfer Switch	\$35.00

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Proposed City of Pontiac Fees for FY 2022/2023

Manual Transfer Switch	\$30.00
Stand by Power & Generator (Three Phase):	
100 Ampere or Less	\$42.00
101 to 200 Ampere	\$47.00
201 to 400 Ampere	\$52.00
Over 400 Ampere	\$55.00
Automatic Transfer Switch	\$40.00
Manual Transfer Switch	\$35.00
Stand by Power & Generator (Temporary):	
60 Ampere Switch	\$20.00
100 Ampere Switch	\$21.00
200 Ampere Switch	\$22.00
400 Ampere Switch	\$23.00
600 Ampere Switch	\$24.00
800 Ampere Switch	\$25.00
Electrical Furnaces Furnaces & Heating Units -	
1 - 10 Units In Addition to Circuit Fee	\$25.00
Welders and Generators -	
Each In Additions of Circuit Fee	\$25.00

Electrical Permits (Continued)

Feeders & Sub-Feeders -	
Up to 50 Feet	\$25.00
Each additional 50 feet or fraction thereof	\$25.00

Electrical Permits (Continued)

Transformers:	
1 KVA Through 100 KVA	\$32.00
101 KVA Through 200 KVA	\$37.00
201 KVA Through 400 KVA	\$40.00
Over 400 KVA	\$47.00
Motors:	
First 1/4 HP up to 10 HP (Up to 7450W)	\$25.00
First 11 HP up to 20 HP (Up to 14920W)	\$26.00
First 21 HP up to 30 HP (Up to 22380W)	\$27.00
First 31 HP up to 40 HP (Up to 29840W)	\$28.00
First 41 HP up to 50 HP (Up to 37300W)	\$29.00
First 51 HP and Up	\$40.00
Each Additional Unit	\$42.00
Mobile Home Electrical Hook-Up -	
Per Unit	\$75.00
Sign Installation & Inspection Before Installation:	
One Sign	\$75.00
Each Additional Sign at Same Location	\$25.00
Fixtures (Smoke Detectors, Power Outlets, Light Fixtures):	
Installation of 1 to 10 Fixtures	\$20.00
Each Additional 10 Fixtures or Fraction Thereof	\$15.00
Lighting Pole & Base Installation	\$25.00
Battery Operated Light/Line Voltage - First 10	\$20.00
Each Additional 10 Fixtures or Fraction Thereof	\$15.00

Exit Light (Each)	\$15.00
Each Circuit	\$15.00
General Repair Permit	\$75.00
Special Electrical Fees:	
Inspection To Determine Code Compliance	\$50.00
Re-inspection Fee of work not ready, or for a violation not complied with by expiration date of Violation Notice	\$50.00
<u>Fee for inspection outside of regular business hours shall be at 1.5 times rate of inspector, with 3-hour minimum charge. (per hour)</u>	
<u>Fee for inspection out of Regular Hours at 1.5 times Rate of inspector, with 3-hour minimum charge. (Per Hour)</u>	
Permit Extension Extension Fee	\$50.00
Contractor Registration	\$35.00
Work Done Without Permit Penalty	\$200.00
NSF	\$35.00

Mechanical Permits

Application Fee	\$35.00
New Home	\$205.00
Substandard Property/Complete Renovation	\$205.00
Minimum Fee	\$75.00
Heating Equipment - New or Replacement:	
Over 40,000 to 100,000 BTU Per Hour:	
First 10 Units at Each Occupancy - Each Unit	\$40.00
Each Additional Unit Over 10 at <u>same occupancy</u>	\$30.00
Over 200,000 to 400,000 BTU Per Hour -	
Each Unit	\$47.00
Water Heater, Chimney Liner, Fireplace, Fire Dampers	\$32.00
Gas Piping System Permit:	
1 Gas Pressure & Piping Test	\$64.00
Each System (Furnace, Water Heater, Dryer, Range, etc.)	\$32.00
Space Heating/Cooling Distribution System Ductwork:	
Up to 100,000 BTU Fuel Input Per Hour	\$32.00
Over 100,000 to 200,000 BTU Fuel Input Per Hour	\$50.00
Over 200,000 to 400,000 BTU Fuel Input Per Hour	\$60.00
Over 400,000 to 2,000,000 BTU Fuel Input Per Hour	\$75.00
Over 2,000,000 to 5,000,000 BTU Fuel Input Per Hour	\$80.00
Comfort Cooling Equipment & Systems:	
Up to 60,000 BTU (5 Tons) or less (Self Contained Units or Systems):	
First 10 Units at Same Location/Each Unit	\$50.00

Proposed City of Pontiac Fees for FY 2022/2023

Additional Units Over 10 at Same Location/Each Unit	\$32.00		
60,000 BTU (5 Tons) to 120,000 BTU (10 Tons)/Each Unit	\$57.00	Over 50,000 Gallons to 200,000 Gallons	\$70.00
120,000 BTU (10 Tons) to 600,000 BTU (50 Tons)/Each Unit	\$67.00	Over 200,000 Gallons	\$95.00
600,000 BTU (50 Tons) to 1,500,000 BTU (125 Tons)/Each Unit	\$100.00	Alterations to existing Burner or FurnanceFurnace	\$40.00
Alterations to Each System	\$30.00	Air/Exhaust Vents	\$25.00
Commercial Clothes Dryer for Installation or Replacement:		Each Additional Vent	\$10.00
1st 5 Units Commercial Clothing Dryer	\$30.00	Air Handling Equipment or Systems:	
Each Additional Commercial Clothes Dryer @ Same Location	\$21.00	Blower, fans and electronic air cleaner, new installation:	
Liquefied Petroleum Gas System & Storage:		Up to 4,000 CFM	\$25.00
Over 500 Gallons to 1,200 Gallons	\$42.00	Over 4,000 CFM to 50,000 CFM	\$40.00
Over 1,200 Gallons	\$47.00	Heat Recovery Unit/Radiator	\$10.00
Fire Suppression Systems:		Mobile Home Mechanical Hook-Up:	
Inspection of Sprinkler Heads - First 10	\$50.00	Per Unit	\$75.00
Each Additional Heads Over 10	\$5.00	Boiler 200,000 BTU	\$100.00
		Piping:	
<u>Mechanical Permits (Continued)</u>		Plumbing, Medical Gas, Process Piping, Hydronic Piping,	
Commercial Hood System:		Refrigeration Piping Each System	\$3245.00
Each New or Modified System	\$164.00	Pressure Test for Each System	\$32.00
Duct Systems - Installation, Alteration or Additions:		Fuel gas, Process, Hydronic, Refrigeration,	
Up to 1,000 Cubic Feet Per Minutes of Air	\$27.00	Commercial Air Conditioning	\$0.05 Processed Piping Per Foot
Over 1,000 CFM to 2,000 CFM	\$32.00	Special Mechanical Fees:	
Over 2,000 CFM to 4,000 CFM	\$37.00	Inspection To Determine Code Compliance	\$50.00
Over 4,000 CFM to 20,000 CFM	\$42.00	Re-inspection Fee of work not ready, or for a violation not complied with by expiration date of Violation Notice	\$50.00
Over 20,000 CFM to 50,000 CFM	\$47.00	Fee for inspection out of Regular Hours at 1.5 times Rate of Inspector, with 3 hour minimum charge.	\$50.00 Per Hour
RTU's (roof top units) up to 100,000 BTU	\$125.00	Permit Extension Fee	\$50.00
200,000 to 400,000 BTU	\$150.00	Work Done Without Permit Penalty	\$200.00
Over 400,000 to 2,000,000 BTU	\$175.00	Plan Review Fee	\$175.00
2,000,000 to 5,000,000 BTU	\$200.00	Mechanical Contractor Registration	\$15.00
Refrigeration System for Other Than Comfort Cooling - Self ContainedSelf-Contained System/Compressor, Activated by Motors or Engines:		Mechanical Board of Appeals	\$900.00
Up to 5 HP	\$30.00	NSF	\$35.00
5 HP to 10 HP	\$39.00	Fee for inspection outside of regular business hours shall be at 1.5 times rate of inspector, with 3-hour minimum charge. (per hour)	
10 HP to 50 HP	\$49.00	<u>Plumbing Permits</u>	
50 HP to 1255 HP	\$59.00	Application Fee	\$35.00
Installation Permit - Tank (Fuel Oil or Other):		New Home	\$205.00
Above Ground, Not Exceeding 550 Gallons	\$24.00	Substandard Property/Complete Renovation	\$205.00
Below Ground, Not Exceeding 550 Gallons	\$31.00	Minimum Fee	\$75.00
Over 550 Gallons to 5,000 Gallons	\$42.00	Stacks (New Alteration) (Soil, Waste, Vent, Inside Connection)	\$17.00
Over 5,000 Gallons to 20,000 Gallons	\$47.00	Sump & Interceptors, Dishwashers, Tubs, Catch Basins, Automatic Washers, Drinking	
Over 20,000 Gallons to 50,000 Gallons	\$57.00		

Proposed City of Pontiac Fees for FY 2022/2023

Fountains, Floor Drains, Food Disposals, Grinders, Hose Connections, Humidifiers, Laundry Trays, Lavatories, Pumps Toilets, Sinks, Soda Fountain or Br, Urinals & Shower Traps (Each)	\$16.00
Water Heater	\$2032.00
Backflow Preventer	\$5.00
Medical Gas System	\$45.00
Pressure test each system	\$32.00
Water Service:	
Water Svs/Dist 1/2"	\$40.00
Water Svs/Dist 3/4"	\$40.00
Water Svs/Dist 1"	\$45.00
Water Svs/Dist 2"	\$50.00
Water Svs/Dist 3"	\$60.00
Water Svs/Dist 4"	\$70.00
Water Svs/Dist Over 4"	\$80.00
Water Distribution:	
1st 100 Feet	\$80.00
Each Additional Foot	\$0.10
<u>Plumbing Permits (Continued)</u>	
Building Sewer - Size:	
Building Sewer & Drain 4"	\$45.00
Building Sewer & Drain 10"	\$50.00
Building Sewer & Drain 12"	\$55.00
Building Sewer & Drain 14"	\$60.00
Building Sewer & Drain 16"	\$70.00
Building Sewer & Drain 18"	\$75.00
Storm Sewer:	
Storm & Sanitary 1st 200 Feet	\$80.00
Storm & Sanitary Additional 100 Feet	\$35.00
Building Sewer to Drain Connection - Building Drain - Underground Building Drains/Storm not Over 6"	\$45.00
Storm Drain -	
Manholes and Catch Basins	\$16.00
Plumbing for Mobile Home Hook-Up - Per Unit	\$75.00
Special Plumbing Fees:	
Inspection To Determine Code Compliance	\$50.00
Re-Inspection Fee of work not ready, or for a violation not complied with by expiration date of Violation Notice	\$50.00
Fee for Inspection out of Regular Hours at 1.5 times Rate of Inspector, with 3 hour minimum charge. (Per Hour)	\$50.00
Permit Extension Fee	\$50.00
Contractor Registration	\$15.00
Work Done Without Permit Penalty	\$200.00

NSF	\$35.00
<u>Fee for inspection outside of regular business hours shall be at 1.5 times rate of inspector, with 3-hour minimum charge. (per hour)</u>	
Fire Permit Electrical	
Application Fee	\$35.00
Minimum Fee	\$75.00
Circuits for Fire System:	
Each Signaling Device	\$11.00
Each Control Circuit	\$15.00
Each Remote Sensor	\$11.00
Each Main Control Station	\$17.00
Each Speaker & Microphone	\$11.00
Each Amplifier	\$11.00
Each Main Control Center	\$15.00
Each Door or Window Sensor	\$11.00
Each Vibration Sensor	\$11.00
Each Key Station or Remote Station	\$9.00
Each Panic Button	\$11.00
Each Automatic Dialer	\$10.00
<u>Fire Permit Electrical (Continued)</u>	
Each Pressure Sensor	\$11.00
Each Alarm (Horn, Bell, Etc.)	\$11.00
Each Auxiliary Power Supply	\$10.00
Each Control Panel	\$15.00
Each Pull Station	\$11.00
Each Fire Head and/or Smoke Sensor	\$11.00
Each Telephone Station	\$11.00
Each Doorway Exit Unlocking System	\$9.00
Each Data Gathering, Reporting, Sub Panel	\$15.00
Each Fan, Elevator Interlocked to System	\$14.00
Special Mechanical Fees:	
Inspection To Determine Code Compliance	\$50.00
Re-Inspection Fee of work not ready, or for a violation not complied with by expiration date of Violation Notice	\$50.00
Fee for Inspection out of Regular Hours at 1.5 times Rate of Inspector, with 3 hour minimum charge. (Per Hour)	\$50.00
Permit Extension Fee	\$50.00
Contractor Registration	\$35.00
Work Done Without Permit Penalty	\$200.00
NSF	\$35.00
<u>Fee for inspection outside of regular business hours shall be at 1.5 times rate of inspector, with 3-hour minimum charge. (per hour)</u>	
Sign Permit	

Proposed City of Pontiac Fees for FY 2022/2023

Application Fee (Fee (Non-Refundable))	\$150.00
NSF	\$35.00

Business License

Business Certificate Fee Schedule:	
New License (Requires Team Inspection)	\$160.00 \$50.00
Renew License	\$160.00 \$25.00
Special Event License	\$1,200.00 \$500.00
Mobile Vendor License	\$75.00
Renew License	\$25.00
Non-participating vendor fee	\$1,000.00
Niche Business:	
Arcade and Vending Machines (Per Machine)	\$25.00
Massage Parlor	\$500.00
Newspaper-Delivery Recepticle	\$1.00
Sidewalk Café	\$100.00
Taxicab (Per Bond plate)	\$50.00
Taxicab Business	\$100.00
Taxi Cab Driver	
Public Assembly	
Amusement Gallery, Dance Hall, Theatre	\$175.00
Transient Housing:	
Hotel/Motel (Per Room - Every Three Years)	\$25.00
Transient-Transitional Housing (Per Room - Every Three Years)	\$210.00
Non-Profit Organizations -	
Club, Service Organization, Hospitals	\$20.00
Temporary Permit License:	
Administrative Plan Review Fee	\$500.00
Christmas Tree Sales	\$100.00
Circus or Carnival (Per Week)	\$350.00
Daily Business License (1 Day)	\$150.00
Daily Business License (Each Additional Day)	\$100.00
Fireworks display	\$100.00
Peddler Solicitor License	\$100.00
Sound (Public Address) (Per three Days)	
Sound (Vehicle)	\$100.00
Transient-Trader	\$10.00
Going-out-of-Business-Sale	\$50.00
Peaceful Assembly	\$75.00
Sound Permit	\$100.00
Businesses Requiring Bonds:	
Auctioneer	\$2,500.00
Auctions (Two times the value of auction items)	\$1,000.00 - \$5,000.00
Christmas Tree Sales	\$1,000.00
Circus or Carnival	\$1,000.00
Dry Cleaners	\$1,000.00
Frozen Confectioners (Ice Cream Truck)	\$2,000.00

Junk Dealer	\$1,000.00
Junk Gatherer	\$200.00
Second-Hand Dealer	\$2,500.00
Newspaper-Delivery Receptacle	\$5,000.00
Sidewalk Café	\$300.00

Rental Registration

Rental Registration (Per Building)	\$300.00
Rental Inspection (Per unit)	\$100.00
Rental Inspection for units 2 - 10, 12 - 20, 22 - 30, etc.	
(Per unit)	\$25.00
Change of Rental Manager	\$150.00
Re-inspection Fee	\$50.00
Annual Tenant Verification Fee/Reschedule Fee (Limit One)	\$10.00
Rental Complaint-When-Certified-Fee	\$75.00
NSF	\$35.00

Ordinance Enforcement

Blight Court Administration Fee	\$200.00
Grass Cutting Administration Fee	\$100.00
Place Property Charges on Tax bill Fee	\$50.00

DPW

Sanitation - R-O-W Abatements	
First Offense	\$300.00
Second Offense	\$500.00
Senior Centers:	
Deposits	\$100.00 Refundable
<i>(if no extra fees are incurred by event and renter abides by the contract)</i>	
Sanitation Fee	\$100.00
Rental Fees:	
Repast Fees:	
Repast Dinner Weekdays - Minimum of 4 hours	\$35.00
Repast Dinner Weekends - Minimum of 4 hours	\$250.00
Meeting Fees:	
Weekdays-per hour (no deposit)	\$35.00
Meeting Fee Weekends - Minimum of 4 hours	\$50.00
Government Body Meetings	Free
Event Fees:	
Weekdays - No minimum hours Minimum of 4 hours	\$100.00
Weekends - Minimum of 4 hours Additional Hours per hour, up to 6 hours or close of the center	\$50.00
Weekends - Minimum of 4 hours	\$100.00

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Proposed City of Pontiac Fees for FY 2022/2023

Additional Hours	
per hour, up to 6 hours or close of the center	\$50.00
Parks:	
Deposits	\$100.00 Refundable
Rental Fees	\$35.00 Parks with pavillionpavilion
Porta Johns	\$230.00 Per Event
Comfort Station _____ At Beaudette Park Only	
	\$50.00 on weekdays and \$150.00 on weekends
<small>(Cost to City is equal to one employee (Laborer II) four hours of overtime. To open and close the comfort station on a weekend or after hours.)</small>	
ROW	
Permit Fee	\$50.00
Plus associated inspection and bonding cost	
Zoning Board of Appeals	
Board of Appeals:	
Application Fee	\$500.00
Special Hearing	
Special Event Permit Licenses	
Special Event (Non-refundable) Administrative Review Fee	\$500.00
Community Event (Non-refundable) Administrative Fee	\$100.00
Peaceful Assembly (Non-refundable) Administrative Fee	\$100.00
Parade License (Non-refundable) Administrative Fee	\$400.00
Hidden River Entertainment Plaza Use/License per Day	\$300.00
Residential Street Parking – 1 st Pass	No Charge
Additional Pass	\$10.00
Spectator Parking	
Administrative Fee	\$500.00
\$100 35 per car – Based on Lot Capacity (Calculation)	
Sanitation Charge	\$600.00
City Hall Lawn Seating	
During Special Events Only	\$25.00
Pontiac Parking Space Reservation	
During Special Events Only	\$25.00
Mobile Vendor Registration	

During Special Events Only	\$50.00
Economic Development – (Non-Refundable)	
Commercial Rehabilitation Act (PA 210 of 2005)	\$1,500.00
Plant Rehabilitation & Industrial Development Act (PA 198 of 1974)	\$1,500.00
Obsolete Property Rehabilitation Act (OPRA) (PA 146 of 2000)	\$1,500.00
Payment in Lieu of Tax (PILOT), State Housing Development Authority Act (PA 346 of 1966)	\$1,500.00
Brownfield Tax Increment Financing (TIF) Brownfield Redevelopment Financing Act (PA 381 of 1996)	\$1,500.00

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#13

ORDINANCE

ORDINANCE NO. _____

An ordinance to amend the City of Pontiac Reestablished General Employees' Retirement System, Section 2 to update interest rate and mortality table used to determine actuarial equivalence.

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The City of Pontiac ordains:

Section 1. Amendments.

The Reestablished General Employee's Retirement System Ordinance Section 2 shall be amended so that the definition of "Actuarial Equivalent" shall read:

Actuarial Equivalent means the equivalence in the present value of various forms of payment. Present value will be determined by the Retirement System's actuary based upon the mortality tables and interest rates established from time to time by the Board. For purposes of determining the actuarial equivalence of benefits, the actuary for the Retirement System shall use 7.00%~~6%~~ interest rate and the RP 2014 Healthy Annuitant Mortality Table projected to 2021 using the 2-dimensional MP-2014 improvement scale Set Forward 0 Years for retirees and for beneficiaries. The unisex mix shall be 50% Male and 50% Female following mortality tables:

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- Healthy Post-Retirement: Pub-2010 Amount-Weighted, General, Healthy Retiree, Male and Female tables, with future mortality improvements projected generationally to 2030 using scale MP-2019 with male and female rates scaled by 95%.
- Disability Retirement: Pub-2010 Amount- Weighted, General, Disabled Retiree, Male and Female tables, with future mortality improvements projected generationally to 2030 using scale MP-2019.

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Section 2. Severability

If any section, clause, or provision of this Ordinance shall be declared to be unconstitutional, void, illegal, or ineffective by any Court of competent jurisdiction, such section, clause, or provision declared to be unconstitutional, void, or illegal shall thereby cease to be a part of this Ordinance, but the remainder of this Ordinance shall stand and be in full force and effect.

Section 3. Repealer.

All Ordinances or parts of Ordinances in conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

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Section 4. Publication

The Clerk shall publish this Ordinance in a newspaper of general circulation.

Section 5. Effective Date

This Ordinance shall be effective ten days after date of adoption.

PONTIAC GENERAL EMPLOYEES' RETIREMENT SYSTEM
OFFICIAL MEMORANDUM

TO: Board of Trustees

FROM: Deborah Munson, Executive Director

DATE: January 18, 2022

RE: **Review of and Proposed Ordinance RE: Actuarial Equivalence**

EXECUTIVE SUMMARY:

In 2013, the System submitted its periodic application to the IRS for a favourable Letter of Determination. The IRS issued a favourable Letter contingent on the City adopting several amendments to the Retirement System Ordinance which the Council did in May 2014.

One of the required amendments was an update to the Retirement System Ordinance's definition of 'Actuarial Equivalent' such that it now includes the specific interest rate and mortality table used to determine actuarial equivalency of the various forms of benefit payments.

Ordinance Sec. 2 Definitions:

Actuarial Equivalent... For purposes of determining the actuarial equivalence of benefits, the actuary for the Retirement System shall use 7.00% interest rate and the RP-2014 Healthy Annuitant Mortality Table projected to 2021 using the 2-dimensional MP-2014 improvement scale Set Forward 0 Years for retirees and for beneficiaries. The unisex mix shall be 50% Male and 50% Female.

Ordinance Sec. 10 provides that "The Board shall adopt such mortality and other tables of experience as are necessary in the operation of the retirement system on an actuarial basis." Pursuant to the responsibilities delegated to it by the Ordinance, the Board in 2021 reviewed and adopted an updated interest rate and mortality table to be used for valuation purposes. The actuary has recommended that actuarial equivalence should now also be updated so that the same interest rate and mortality table are used as those used for valuation purposes. Specifically, actuarial equivalence should now be determined using a 6% interest rate and the following mortality tables:

- Healthy Post-Retirement: Pub-2010 Amount-Weighted, General, Healthy Retiree, Male and Female tables, with future mortality improvements projected generationally to 2030 using scale MP-2019 with male and female rates scaled by 95%.
- Disability Retirement: Pub-201 Amount- Weighted, General, Disabled Retiree, Male and Female tables, with future mortality improvements projected generationally to 2030 using scale MP-2019.

An Ordinance has not been adopted by the City Council so that the Retirement System Ordinance's Definition of Actuarial Equivalent reflects the updated rate and mortality table.

REQUESTED ACTION:

Request that the Board approve 1.) to adopt the interest rate and mortality tables stated above to be used to determine the actuarial equivalence of benefits effective with retirements on or after

January 1, 2022 and 2.) to approve the update of the member database calculation module and 3.) to forward the attached proposed Retirement System Ordinance to the City Council for adoption.

BACKGROUND:

For the benefit of the new Trustees, a member's *Regular* (unreduced) retirement benefit is calculated as follows:

Final Average Compensation * Years of Service * Multiplier (determined by union)

The Ordinance also allows members to select a different (optional) form of payment. The various forms of payment allow the member to opt to receive a reduced benefit amount in order to provide a pension for their beneficiary. The interest/investment rate and mortality table are used in determining what (reduced) benefit amounts should be paid to the member and their beneficiary so that the present value of those total payments is equivalent to the present value of the total (unreduced) amount that would have been paid to just the member if he had selected the Regular benefit. The following is an oversimplified example of this.

Member Selects Regular (unreduced) Benefit:

Based on the formula above, his annual retirement benefit amount is \$10,000.00. Based on the mortality table, he is expected to live for 20 years so he will be paid a total of \$200,000. If the System earns a 7% annual rate of return, we only need to invest \$114,000 today (present value) to make all of those payments.

Member selects Joint & 100% Survivor (reduced) (upon the death of the member, the beneficiary will receive a lifetime pension equal to the amount of the member's):

The member is still expected to live 20 years but has a younger beneficiary whose life expectancy is 5 years longer. Actuarial equivalence requires that the present value of 25 years' of payments equal the present value of the payments that would have been paid to just the member for a Regular benefit - \$114,000. Since there are more expected payments, the benefit amount must be lower (reduced): \$9,090 payable to the member and the same amount to the beneficiary upon his death.

City of Pontiac Employees Retirement System Final Retirement Benefit Calculation

Member Data:

Name: _____ Social Security No.: **XXX-XX-6365**
 Date of Birth: **1/13/1958** Age at Effective Date: **52 Years 0 Months** Sex: **Male**

Beneficiary Data:

Name: _____ Social Security No.: **XXX-XX-**
 Date of Birth: **5/10/1959** Age at Effective Date: **50 Years 8 Months** Sex: **Female**

Retirement Data:

Date of Hire: **1/15/1985** Final Average Compensation: **\$ 52,811.07**
 Date of Termination: **1/16/2010** Credited Service: **28 Years 0 Months**
 Date of Retirement: **1/17/2010** Eligibility Service: **25 Years 0 Months**
 Retirement Number: **2548**

Benefit Group: **AFSCME - Local 2002** After Tax Contributions: **\$ 2,907.84**
 Retirement Type: **Age & Service** Total Contributions: **\$ 3,537.83**
 Option Elected: **Option II**

Comments: **Member Purchased 3 Years Military Time.**

Computed Monthly Benefit Amounts:

Benefit Formula: **2.50% * 28.0000 yrs. * \$52,811.07**

	<i>Factor</i>	<i>Member</i>	<i>Potential to Benef</i>
Regular	N/A	\$3,080.65	N/A
Option I	0.00640	\$3,080.01	N/A
Option II	0.91820	\$2,828.65	\$2,828.65
Option III	0.95736	\$2,949.29	\$1,474.65
Option IV	0.90728	\$2,795.01	\$2,795.01
Option V	0.95139	\$2,930.90	\$1,465.45

Important Note: This calculation is provided only as a point-in-time estimate and is not a guarantee of your actual benefit. This calculation may contain errors and is subject to correction even if utilized in a formal benefit determination. You may not rely on this calculation as an accurate statement of your benefit. The accuracy of this calculation is based on the underlying data and assumptions that were provided to us and utilized to generate this estimate. We reserve the right to alter this calculation at any time, including after the payment of a benefit. The Plan also reserves the right to recover any payments made to you in error. If you become aware of any errors in this calculation, please contact a plan representative.

Ordinance No. 2381

The City of Pontiac ordains:

Section 1. Amendments.

That the City of Pontiac Reestablished General Employees' Retirement System is hereby established and adopted to read as follows:

**CITY OF PONTIAC
REESTABLISHED GENERAL EMPLOYEES' RETIREMENT SYSTEM**

**SECTION 1
NAME AND EFFECTIVE DATE**

The City of Pontiac General Employees' Retirement System (codified at chapter 92, article I of the Municipal Code of Pontiac, Michigan) was established effective January 1, 1946, for the purpose of providing retirement allowances and death benefits for employees of the City of Pontiac (the *City*) under the provisions of the amendment to the Charter of the City of Pontiac, Michigan (the *GERS*). The *GERS* is replaced by the City of Pontiac Reestablished General Employees' Retirement System established by this retirement system (the *Retirement System*).

This Retirement System shall be put into effect immediately upon final passage by the Pontiac City Council with an effective date of April 1, 2021 (the *Effective Date*). This Retirement System will apply to individuals who were members of the *GERS* on the date immediately prior to the Effective Date and to the limited group of individuals described in Section 11 employed by the City on or after the Effective Date.

**SECTION 2
DEFINITIONS**

The following words and phrases as used in this Retirement System, unless a different meaning is plainly required by the context, shall have the following meanings:

Accumulated Contributions means the sum of all amounts deducted from the Compensations of a Member and credited to the Member's individual account in the Annuity Savings Fund, together with Regular Interest thereon.

Actuarial Equivalent means the equivalence in the present value of various forms of payment. Present value will be determined by the Retirement System's actuary based upon the mortality tables and interest rates established from time to time by the Board. For purposes of determining the actuarial equivalence of benefits, the actuary for the Retirement System shall use 7.00% interest rate and the RP-2014 Healthy Annuitant Mortality Table projected to 2021 using the 2-dimensional MP-2014 improvement scale Set Forward 0 Years for retirees and for beneficiaries. The unisex mix shall be 50% Male and 50% Female.

**CITY OF PONTIAC
GENERAL EMPLOYEES' RETIREMENT SYSTEM**

Resolved, That the Board adopts a 6% rate of return and the following mortality tables to be used to determine the actuarial equivalence of benefits effective with retirements on or after January 1, 2022:

- Healthy Post-Retirement: Pub-2010 Amount-Weighted, General, Healthy Retiree, Male and Female tables, with future mortality improvements projected generationally to 2030 using scale MP-2019 with male and female rates scaled by 95%.
- Disability Retirement: Pub-2010 Amount- Weighted, General, Disabled Retiree, Male and Female tables, with future mortality improvements projected generationally to

Resolved, That the Board approves to update the member data software to include these determinants of actuarial equivalence and, further,

Resolved, That the Board approves to forward to the City Council the proposed ordinance to update the definition of Actuarial Equivalence.

#14

RESOLUTION



Pontiac City Council Resolution

To Refer Forensic Audit Findings Report to United States Attorney's Office and Law Enforcement Agencies, and Authorize Marsh Minick to Release their Report and Working Materials to Those Agencies

WHEREAS, the City of Pontiac determined that as prudent and fiscally responsible fiduciaries, it was necessary to retain an outside professional Forensic Auditing Firm to assist in analyzing financial matters of the City; and,

WHEREAS, the Pontiac Mayor recommended and Pontiac City Council voted in January 2022 to pursue a forensic audit and the City of Pontiac subsequently issued a Request For Proposals (RFP) for forensic auditing services; and,

WHEREAS, the firm of Marsh Minick submitted a proposal and scope of work plan which was accepted and approved by the Pontiac City Council; and,

WHEREAS, the contract between the City of Pontiac and Marsh Minick was executed on April 19, 2022, and the forensic audit services started on May 2, 2022 and ended on July 31, 2022, concluding with the issuance of findings in a Forensic Audit Findings Report; and,

WHEREAS, Marsh Minick delivered their Forensic Audit Findings Report to the Pontiac City Council and made a presentation of their findings at the August 4, 2022 Pontiac City Council meeting; and,

WHEREAS, the Forensic Audit Findings Report contains examples of conduct between 2014 and 2021 that resulted in a financial impact to the City of Pontiac of \$1,627,361.81, with some of the noted conduct including improper practices with contracts, careless spending, incurring of unnecessary expenses, the taking of public records, personal travel and personal use of City resources, conversion of city resources and conflicts with City contractors, partners and vendors; and,

WHEREAS, both the Executive Administration and the Pontiac City Council believe that it would be in the best interest of the citizens of Pontiac and consistent with their duty to maintain integrity and transparency to provide the report to the U.S. Attorney's Office and any other law enforcement agency for further review and or investigation; and to consult with outside counsel for purposes of assisting the City with legal recourse and monetary recovery; now,

THEREFORE, BE IT RESOLVED, that the City of Pontiac will provide the Forensic Audit Report to the U.S. Attorney's Office and any other law enforcement agency that the City deems can assist in further review and investigation, and will further engage outside counsel in order to assist in legal recourse and financial recovery; and

FURTHER RESOLVED, the City of Pontiac consents and authorizes Marsh Minick to release the full Forensic Audit Finding Report, without redactions, as well as their working materials to those respective law enforcement agencies.

#15

RESOLUTION



Pontiac City Council Resolution

Acknowledging the Mayor's Dismissal of Finance Director

WHEREAS, the position of Finance Director in the City of Pontiac is a department head that reports to the Mayor of Pontiac and serves as an at-will employee of the City; and,

WHEREAS, Mayor Tim Greimel fired the City's Finance Director on August 4, 2022, which was fully within his authority to decide and act upon; now,

THEREFORE, BE IT RESOLVED, that the Pontiac City Council acknowledges and fully supports the decision of Mayor Tim Greimel to dismiss the City's Finance Director.

#16

RESOLUTION



Pontiac City Council Resolution

To Pursue Review and Implementation of Recommendations for Strengthened Financial Practices Identified Through Forensic Audit Process

WHEREAS, the City of Pontiac determined that as prudent and fiscally responsible fiduciaries, it was necessary to retain an outside professional Forensic Auditing Firm to assist in analyzing financial matters of the City; and,

WHEREAS, the Pontiac Mayor recommended and Pontiac City Council voted in January 2022 to pursue a forensic audit and the City of Pontiac subsequently issued a Request for (RFP) for forensic auditing services; and,

WHEREAS, the firm of Marsh Minick submitted a proposal and scope of work plan which was accepted and approved by the Pontiac City Council; and,

WHEREAS, the contract between the City of Pontiac and Marsh Minick was executed on April 19, 2022, and the forensic audit services started on May 2, 2022 and ended on July 31, 2022, concluding with the issuance of findings in a Forensic Audit Findings Report; and,

WHEREAS, Marsh Minick delivered their Forensic Audit Findings Report to the Pontiac City Council and made a presentation of their findings at the August 4, 2022 Pontiac City Council meeting; and,

WHEREAS, the Forensic Audit Findings Report contains examples of conduct between 2014 and 2021 that resulted in a financial impact to the City of Pontiac of \$1,627,361.81, with some of the noted conduct including improper practices with contracts, careless spending, incurring of unnecessary expenses, the taking of public records, personal travel and personal use of City resources, conversion of city resources and conflicts with City contractors, partners and vendors; and,

WHEREAS, deficiencies and weaknesses in the financial operations and oversight for the City of Pontiac between 2014 and 2021 were identified, as well as recommendations provided for strengthening those financial operations and oversights moving forward; now,

THEREFORE, BE IT RESOLVED, that the Pontiac Mayor and Pontiac City Council are concerned with the troubling findings identified in the Forensic Audit Findings Report regarding financial operations and oversight for the City of Pontiac between 2014 and 2021, and are committed to making improvements in that area to prevent future deficiencies and weaknesses; and

FURTHER RESOLVED, the Pontiac Mayor and City Council are fully committed to collaboratively working together to actively review all of the recommendations included in the Forensic Audit Findings Report and implementing safeguards to ensure that the kinds of wasteful,

unnecessary, and improper spending revealed by the Forensic Audit Findings Report never occur again in the City of Pontiac; and

FURTHER RESOLVED, the City Council will, both as a full body and through our subcommittee structure, actively review all of the recommendations included in the Forensic Audit Findings Report and work to implement them in order to strengthen the City's financial operations and oversight; and

FURTHER RESOLVED, the City of Pontiac formally thanks the firm of Marsh Minick for their thorough, professional, and helpful forensic audit services.

#17

RESOLUTION



Pontiac City Council Resolution

*Urging Expeditious Pursuit of Request For Proposals of Legal Services for
the City of Pontiac*

WHEREAS, the Pontiac Mayor and City Council seek to consider options for needed legal representation for the City of Pontiac and the fulfillment of duties for the City's Attorney as prescribed by the Pontiac City Charter, as well as adopted Ordinances and Resolutions; and,

WHEREAS, the Pontiac Mayor's Office had already drafted a Request For Proposals for legal services and was already working in collaboration with the City Council to issue a Request For Proposals, but a Request For Proposals has not yet been issued by the City of Pontiac for that purpose; now,

THEREFORE, BE IT RESOLVED, that the Pontiac City Council urges the Administration to quickly move to issue a Request For Proposals for legal services for the City of Pontiac, so that the Mayor, his staff, and City Council can expeditiously move forward on the matter; and

FURTHER RESOLVED, the City Council welcomes the Mayor's pledge that the consideration of proposals will be collaboratively and jointly heard between him, his staff, and councilmembers on behalf of the Pontiac City Council, and that a collaborative approach will be taken in making a recommendation for the proposal that is brought before the City Council for the final decision to be made.

#18

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Department of Public Works

TO: Pontiac City Council

FROM: Al Cooley III, Interim Director of DPW

CC: Mayor Tim Greimel and Deputy Mayor Khalfani Stephens

DATE: August 4, 2022

RE: **City Wide Roadway Maintenance**

The Department of Public Works advertised on Bidnet (MITN) and the City's website an RFP for **City Wide Roadway Maintenance** for as needed work on road and storm maintenance throughout the City. We received and publicly opened bids for this RFP on July, 28th.

One bid was received from Great Lakes Contracting. The bid was based on pay items without definitive quantity due to this being as needed work. We prepared a bid sheet with several different pay items and split them into differing quantity amount to get the best pricing for work.

The DPW dept. along with the Engineering division have reviewed this bid and checked it against MDOT average unit prices for roadwork in this region of the State. Based on that review it is the recommendation of the Department of Public Works that the award for this contract be given to Great Lakes Contracting.

Funding for this work is identified in the Local 203-463-816.000 and Major Street funds.202-463-816.000

WHEREAS, the City of Pontiac has advertised and received one bid for City Wide Roadway Maintenance on July 28th at a publicly opened bid and,

WHEREAS, the bid was reviewed and meets pricing for this region of the state and Great Lakes Contracting was the low bidder and,

NOW, THEREFORE

IT IS RESOLVED: the Pontiac City Council authorizes the Mayor and DPW to enter into a Contract with Great Lakes Contracting for the City Wide Roadway Maintenance contract.

ADDENDUM #1

City of Pontiac

Citywide Roadway Maintenance Program

MANDATORY Online Pre-Bid Meeting: July 7, 2022, 10:00 am

LOCATION: Lion's Den Conference Room, Pontiac City Hall

47450 Woodward Avenue, Pontiac, MI 48342

This Addendum is to replace the online pre bid meeting as described in the Project Specifications with an in-person pre bid meeting at the date, time and location noted above.

Date: July 1, 2022

ADDENDUM #2 – July 14, 2022

City of Pontiac

City Wide Roadway Maintenance Program

Project No.: J705

Specification Revisions:

1. Revised proposal pages 15 REV and 16 REV is attached with additional pay items:
 29. Drainage Structure, Cover Type D
 30. Drainage Structure, Cover Type J
 31. Drainage Structure, Cover Type K
 32. Drainage Structure, Cover Type B
 33. Pavement Sealcoat
 34. ADA Parking Symbol
 35. ADA Parking Stripe, Blue
 36. Pvt Mrkg, Polyurea, White
 37. Pvt Mrkg, Polyurea, Yellow

2. Revised Special Project Notes Sheet 1 of 2, sheet 53-REV to remove the following sentence in the second paragraph. "The City reserves the right to extend the program an additional two (2) years with the Contractor, at their discretion".

3. Revised Supplemental Specifications sheet 55-REV item 3 has been revised from six (6) inches to nine (9) inches.

4. Revised Supplemental Specifications sheet 57-REV to remove the note "All drainage structure frames and covers required within this contract will be furnished by the City of Pontiac, unless prior arrangements with the Contractor are made".

5. Revised Supplemental Specifications sheets 59-REV descriptions for the following pay items:
 29. Drainage Structure, Cover Type D
 30. Drainage Structure, Cover Type J
 31. Drainage Structure, Cover Type K
 32. Drainage Structure, Cover Type B
 33. Pavement Sealcoat
 34. ADA Parking Symbol
 35. ADA Parking Stripe, Blue
 36. Pvt Mrkg, Polyurea, White
 37. Pvt Mrkg, Polyurea, Yellow

All other items of the proposal remain the same.

No.	Items	Level 1	Level 2	Level 3	Level 4	Unit
21	Replace Existing Drainage Structure, 4' Dia. 8' or less depth					
	Quantity	1-5	6-10	11-20	21+	EA
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
22	Replace Existing Drainage Structure, 4' Dia. 8'-15' Deep					
	Quantity	1-5	6-10	11-20	21+	FT
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
23	Drainage Structure Cover Adjustment (raise/lower), Case 1					
	Quantity	1-5	6-10	11-20	21+	EA
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
24	Drainage Structure Cover Adjustment (raise/lower), Case 2					
	Quantity	1-5	6-10	11-20	21+	EA
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
25	Storm Sewer Replacement-12 inch Diameter RCP					
	Quantity	1-50	51-150	151-500	501+	LF
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
26	Storm Sewer Replacement-18 inch Diameter RCP					
	Quantity	1-50	51-150	151-500	501+	LF
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
27	Storm Sewer Replacement-21 inch Diameter RCP					
	Quantity	1-50	51-150	151-500	501+	LF
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
28	Storm Sewer Replacement-24 inch Diameter RCP					
	Quantity	1-50	51-150	151-500	501+	LF
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
29	Drainage Structure Cover Type D					
	Quantity	1-5	6-10	11-20	21+	EA
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
30	Drainage Structure Cover Type J					
	Quantity	1-5	6-10	11-20	21+	EA
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
31	Drainage Structure Cover Type K					
	Quantity	1-5	6-10	11-20	21+	EA
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
32	Drainage Structure Cover Type B					
	Quantity	1-5	6-10	11-20	21+	EA
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	

No	Items	Level 1	Level 2	Level 3	Level 4	Unit
33	Pavement Sealcoat					
	Quantity	1-150	151-500	501-1000	1000+	SY
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
34	ADA Parking Symbol					
	Quantity	1-5	6-10	11-20	21+	EA
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
35	ADA Parking Stripe, Blue					
	Quantity	1-50	51-150	151-500	501+	LF
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
36	Pvt Mrkg, Polyurea, 4 inch, White					
	Quantity	1-50	51-150	151-500	501+	LF
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
37	Pvt Mrkg, Polyurea, 4 inch, Yellow					
	Quantity	1-50	51-150	151-500	501+	LF
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	

The City of Pontiac reserves the right to increase or decrease any quantity or delete any item(s) of work as it deems in the best interest of the City, there will be no adjustments to unit prices in the event of increase, decrease or deletions.

Contractor acknowledges receipt of the following Addendum(s):

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

The Contractor acknowledges that he has not received nor relied upon any representations or warranties of any nature whatsoever from the City of Pontiac, its officers, employees or agents and that if he is awarded this contract, he shall enter into this Contract solely as the result of his own independent business judgment.

The undersigned acknowledges that he has made his own independent investigation and has satisfied himself as to the conditions of the work, including soil and subsurface conditions.

The undersigned agrees that, in case any additions, deductions or deletions in the amount of work contemplated are made, the above named unit prices for the various classes of work shall be used to allow for such additions, deductions or deletions.

The undersigned hereby agrees that if this Proposal shall be accepted by the said City, he will, within ten days after receiving notice of such acceptance and delivery of Contract forms thereof at the address given below (Sundays and legal holidays excepted), enter into contract, in the attached form, to construct the said work according to said plans and specifications and to furnish therefor all necessary equipment, tools and building appliances, materials, labor, power and transportation as aforesaid at and for the prices named in the foregoing paragraph;

CITY OF PONTIAC
SPECIAL PROJECT NOTES

1 of 2

NFE: JAC

06/14/22

The scope of work required for the **CITY WIDE ROADWAY MAINTENANCE PROGRAM** shall be described in the Supplemental Specifications in this section. The Contractor will provide all labor, equipment, and materials for the requested work under the different levels of contract work. All workmanship and materials shall be in accordance with the Michigan Department of Transportation 2020 Standard Specifications for Construction, Standard Plans, Special Details, Supplemental Specifications, Special Provisions, City of Pontiac Standards and Details for Construction. shall be performed per the 2020 MDOT Standards and Specifications for Construction.

This contract length for this program shall be three (3) years.

Request

All firms or individuals responding to this Bid must submit complete responses to the information requested in this section and must note any exceptions to any information contained in the Bid. Bids will be evaluated based upon the requested criteria and be awarded to the lowest responsible bidder, as determined by the City. Bids should be present information in a clear concise manner, following the format indicated below. Responses to this section shall be typewritten in a font not smaller than 11 point and may be double or single sided on standard 8 ½" x11" paper.

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

- Name, telephone number, address, e-mail and fax number of the individual designated to receive all official correspondence relating to the project.
- Provide a copy of State of Michigan License for the corporation or company and an individual license.
- Provide organizational documents for the firm such as bylaws and operating agreement (if applicable).
- Provide a list of which staff members will be responsible for the project, include a brief resumes and proof of appropriate training and relevant certificates and licenses for each.
- Provide insurance as required.
- Provide a detailed description of any litigation resulting from use of the firm's services.
- Provide a statement on the notification time necessary to begin execution of the desired services.

The Contractor will provide all labor and material for the following service work:

- Perform all road work in accordance with the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, Standard Plans, Special Details, Supplemental Specifications, Special Provisions, City of Pontiac Standards and Details for Construction, MMUTCD, work items listed in the "Proposal".

Provide material certification and Quality Control (QC) and Quality Assurance (QA) testing in accordance with the MDOT specifications

CITY OF PONTIAC

SUPPLEMENTAL SPECIFICATIONS

1. **Remove and Replace 4-inch Sidewalk (Residential)**

Removal and disposal of existing sections of concrete sidewalk as directed by the City Engineer and replace with concrete sidewalk with a minimum thickness of four (4") inches, including the installation of full depth, full width expansion joints, contraction joints, all grading, exploratory excavations, traffic control, sawcutting, demolition, and all associated appurtenant work as required by the Michigan Department of Transportation (MDOT) 2020 Standard Specifications, The City of Pontiac Contract Documents, Engineering Design Standards and Standard Paving Details.

2. **Remove and Replace 6-inch Sidewalk (Residential and adjacent to driveways)**

Removal and disposal of existing sections of concrete sidewalk as directed by the City Engineer and replace with concrete sidewalk with a minimum thickness of six (6") inches, including the installation of full depth, full width expansion joints, contraction joints, all grading, exploratory excavations, traffic control, sawcutting, demolition, and all associated appurtenant work as required by the Michigan Department of Transportation (MDOT) 2020 Standard Specifications, The City of Pontiac Contract Documents, Engineering Design Standards and Standard Paving Details.

3. **Remove and Replace 9-inch Sidewalk (Commercial/Industrial adjacent to driveways)**

Removal and disposal of existing sections of concrete sidewalk as directed by the City Engineer and replace with concrete sidewalk with a minimum thickness of nine (9") inches, including the installation of full depth, full width expansion joints, contraction joints, all grading, exploratory excavations, traffic control, sawcutting, demolition, and all associated appurtenant work as required by the Michigan Department of Transportation (MDOT) 2020 Standard Specifications, The City of Pontiac Contract Documents, Engineering Design Standards and Standard Paving Details.

4. **Remove Sidewalk and Replace with ADA Ramp with Detectable Warning**

Removal and disposal of existing sections of concrete sidewalk as directed by the City Engineer and install concrete ADA ramp with a minimum thickness of six (6") inches including the installation of detectable warning plates, full depth, full width expansion joints, contraction joints, all grading, exploratory excavations, disposal of excavated materials, traffic control, sawcutting, demolition, and all associated appurtenant work as required by the Michigan Department of Transportation (MDOT) 2020 Standards Specifications, The City of Pontiac Contract Documents, Engineering Design Standards and Standard Paving Details

5. **Remove and Replace Concrete Driveway Approach, 6-inch (Residential)**

Removal and disposal of existing concrete approach as directed by the City Engineer and replace with concrete sidewalk with a minimum thickness of six (6") inches, including the installation of full depth, full width expansion joints, contraction joints, all grading, exploratory excavations, traffic control, sawcutting, demolition, and all associated appurtenant work as required by the Michigan Department of Transportation (MDOT) 2020 Standard Specifications, MDOT Frequently Used Special Provisions Listed in Appendix A, and The City of Pontiac Contract Documents, Engineering Design Standards and Standard Paving Details.

6. **Remove and Replace Concrete Driveway Approach, 9-inch (Commercial/Industrial)**

Removal and disposal of existing concrete approach as directed by the City Engineer and replace with concrete sidewalk with a minimum thickness of nine (9") inches, including the installation of full depth, full width expansion joints, contraction joints, all grading, exploratory excavations, traffic control, sawcutting, demolition, and all associated appurtenant work as required by the

Transportation (MDOT) 2020 Standard Specifications, The City of Pontiac Contract Documents, Engineering Design Standards, and Standard Paving Details.

14. Remove and Replace Concrete Pavement, 9 in., Non-Reinforced

Removal, disposal and replacement of concrete pavement to the depth, width, grade and cross section as directed by the City Engineer including installation of full depth, full width expansion joints, the installation of expansion joints sawed full depth with expansion paper, backer rod and hot rubber sealer, including all grading, exploratory excavations, traffic control, signing, striping, sawcutting, demolition, and all associated appurtenant work as required by the Michigan Department of Transportation (MDOT) 2020 Standard Specifications, The City of Pontiac Contract Documents, Engineering Design Standards and Standard Paving Details.

15. Epoxy Anchored Lane Ties

Furnish and install epoxy anchored lane ties in the diameter and length described for the intended use and detailed in the Michigan Department of Transportation (MDOT) 2020 Standard Specifications, The City of Pontiac Contract Documents, Engineering Design Standards and Standard Paving Details.

16. Aggregate Base, 21AA, 6" Limestone

Place aggregate base to the depth, width, grade and cross section as directed by the City Engineer including all site preparation, grading, compacting, exploratory excavations, traffic control, signing, striping and all associated appurtenant work as required by the Michigan Department of Transportation (MDOT), The City of Pontiac Contract Documents, Engineering Design Standards, and Standard Paving Details.

17. Aggregate Base, 21AA, 6" Crushed Concrete

Place aggregate base to the depth, width, grade and cross section as directed by the City Engineer including all site preparation, grading, compacting, exploratory excavations, traffic control, signing, striping and all associated appurtenant work as required by the Michigan Department of Transportation (MDOT), The City of Pontiac Contract Documents, Engineering Design Standards, and Standard Paving Details.

18. Subgrade Undercutting, 21AA, Crushed Concrete

Excavate to the depth, width, grade and cross section as directed by the City Engineer including all site preparation, disposal of excavated material, grading, compaction, re-compaction, exploratory excavations, traffic control, signing, striping and all associated appurtenant work as required by the Michigan Department of Transportation (MDOT), The City of Pontiac Contract Documents, Engineering Design Standards, and Standard Paving Details.

Storm Sewer Items

19. Drainage Structure Repair-2'-4' Dia.

Complete repairs as directed by the City Engineer to existing catch basin structure including all site preparation, disposal of excavated material, grading, re-compaction, exploratory excavations, traffic control, signing, striping, sawcutting and removal of existing pavement as necessary for the repairs, demolition and all associated appurtenant work as required by the City of Pontiac Contract Documents, Engineering Design Standards and Standard Storm Sewer Details.

27. Storm Sewer Replacement – 21-inch Diameter RCP

Removal and disposal of existing storm sewer and install new twenty-one (21)-inch diameter reinforced concrete pipe (RCP) including all site preparation, excavation, trench reinforcement, grading, compaction, exploratory excavations, traffic control, signing, striping, demolition of the storm sewer and all associated appurtenant work as required by the City of Pontiac Contract Documents, Engineering Design Standards and Standard Storm Sewer Details.

28. Storm Sewer Replacement – 24-inch Diameter RCP

Removal and disposal of existing storm sewer and install new twenty-four (24)-inch diameter reinforced concrete pipe (RCP) including all site preparation, excavation, trench reinforcement, grading, compaction, exploratory excavations, traffic control, signing, striping, demolition of the storm sewer and all associated appurtenant work as required by the City of Pontiac Contract Documents, Engineering Design Standards and Standard Storm Sewer Details.

29-32. Drain Structure, Cover Types, “D, J, K & B”

Removal and disposal of existing storm sewer frames and covers. Furnish and install new frames and covers including, mortar, cover and frames, traffic control, signing, and all associated appurtenant work as required by the City of Pontiac Contract Documents, Engineering Design Standards and Standard Storm Sewer Details.

33 Pavement Sealcoat

Removal of all grass/weeds, preparation of asphalt surface by cleaning cracks with compressed air and clean pavement using power broom/blowers and disposal of all generated debris. Apply two (2) coats of pavement sealer when pavement temperature is at least 55 degrees Fahrenheit and rain is not anticipated. Allow each coat to cure sufficiently before placing second coat or opening to traffic. Product specification to be approved by the City prior to placement. Work includes all site preparation, traffic control, signing, and site cleaning.

34 ADA Parking Symbol

Removal and cleaning of all existing pavement located at locations where ADA parking will require a parking symbol. The symbol material shall be polyurea. Work also includes all site preparation, traffic control, signing, and all associated appurtenant work. The proposed symbol dimensions and locations shall meet requirements by the City of Pontiac Contract Documents, the current version of the Michigan Manual of Uniform Traffic Control Devices and the 2020 MDOT Standards Specifications for Construction Sections 811 and 920 and American Disabilities Act Requirements for Parking Spaces.

35 ADA Parking Stripe, Blue

Removal and cleaning of all existing pavement and parking striping at locations where ADA parking will require a new striping. The striping material shall be polyurea and blue in color. The Contractor shall apply two applications. Work also includes all site preparation, traffic control, signing, and all associated appurtenant work as required by the City of Pontiac Contract Documents, the current version of the Michigan Manual of Uniform Traffic Control Devices and the 2020 MDOT Standards Specifications for Construction Sections 811 and 920.

36-37 Pvt Mrkg, Polyurea, 4 inch White and Yellow

Removal and cleaning of all existing pavement and parking striping at locations within parking lots or roadways that will require new striping. The striping material shall be polyurea material. The Contractor shall provide 2 applications. Work also includes all site preparation, traffic control, signing, and all associated appurtenant work as required by the City of Pontiac Contract Documents, the current version of the Michigan Manual of Uniform Traffic Control Devices and the 2020 MDOT Standards Specifications for Construction Sections 811 and 920.

MAINTAIN TRAFFIC

This work shall be done in accordance with Section 802 of the 2020 MDOT Standard Specifications for Construction except as follows:

The Contractor shall furnish, install and maintain all necessary traffic control devices as required in the appropriate section of the Manual on Uniform Traffic Control Devices (2013 Michigan MUTCD), or as called for by the Field Engineer

When conditions are such to warrant variations from this requirement, the exact procedure to be followed shall be approved by the Engineer before such procedure is put into effect.

The Contractor shall be responsible for furnishing and placing all construction signs, barricades and barriers necessary within the project limits to safely complete the project in accordance with the Michigan Manual of Uniform Traffic Control Devices and/or as specified by the Field Engineer or City of Pontiac.

The Contractor shall confer with and keep the Police Department Fire Department, School Bus Operators, US Postal Service and Waste Collection operators serving the municipality fully informed as to street closures/detours for construction purposes.

Signs and barricades MUST be furnished, lighted and operated in order to receive payment for this item. The Engineer may require additional signs and/or barricades to be furnished, lighted and operated if, in the opinion of the Engineer, additional signs and/or barricades are required.

The Contractor shall maintain reasonable access to all residences and businesses except as my be determined by the Engineer.

The complete work of Maintain Traffic and Construction Signing will be part of the unit price for the item of work performed. There will be no Extras issued or negotiated for any additional maintenance of traffic for any work performed under this contract.

RESTORATION

This work shall be done in accordance with Division 8, Section 816 of the 2020 MDOT Standard Specifications for Construction and shall consist of the following:

All disturbed areas within the construction influence area shall be carefully prepared for two (2) inches of topsoil. Upon completion of the preparation and placement of the 2 inches of topsoil, place seeding of MDOT seed Mix TUF at the rate detailed in Table 816-1.

Anchor Mulch application procedures and rates shall meet the requirements as established in Section 816 of the 2020 MDOT Standard Specifications for Construction.

All materials shall be selected from MDOT's Qualified Products List.

The payment for the completed and accepted work shall be part of the unit price for the item of work performed. There will be no Extras issued or negotiated for any additional restoration for any work performed under this Contract.

NOTE: ALL AREAS DISTURBED MUST BE COMPLETED AND ACCEPTED BEFORE ANY PAYMENT IS APPROVED FOR THIS WORK.

orig. ja

CONTRACTOR: Great Lakes Contracting Solutions, LLC

FORM OF PROPOSAL

Date: July 27, 2022

To the Honorable Mayor / City Council
City of Pontiac, Michigan

Ladies and Gentlemen:

Having carefully examined the site of the proposed work, and being fully informed in regard to the conditions to be met in the prosecution and completion of the work, and having read and examined the Instructions to Bidders, Agreement, Bonds, General Conditions, Plans and Specifications pertaining to this work, and agreeing to be bound accordingly, the undersigned proposes to furnish all the materials, labor, tools, power, transportation and construction equipment necessary for the satisfactory and complete construction of the CITY WIDE ROADWAY MAINTENANCE PROGRAM in full accordance with and conformity to the specifications for this work now on file in the office of the City Engineer at and for the following named prices, to wit:

No.	Items	Level 1	Level 2	Level 3	Level 4	Unit
1	Remove & Replace 4-Inch Sidewalk (Residential)					
	Quantity	1-500	501-1500	1501-5000	5001+	SF
	Unit Price	\$ 14.50	\$ 13.00	\$ 12.00	\$ 11.00	
2	Remove & Replace 6-Inch Sidewalk (Residential and adjacent to driveways)					
	Quantity	1-250	251-750	751-1500	751-1500	SF
	Unit Price	\$ 15.00	\$ 14.50	\$ 14.00	\$ 13.75	
3	Remove and Replace 9-Inch Sidewalk (Commercial/Industrial and adjacent to driveways)					
	Quantity	1-250	251-750	751-1500	751-1500	SF
	Unit Price	\$ 19.50	\$ 16.25	\$ 15.00	\$ 14.00	
4	Remove Sidewalk & Replace with ADA Ramp with Detectable Warning					
	Quantity	1-400	401-800	801-3200	3201+	SF
	Unit Price	\$ 65.00	\$ 60.00	\$ 58.00	\$ 55.00	
5	Remove and Replace Concrete Driveway Approach, 6" (Residential)					
	Quantity	1-500	501-1000	1001-5000	5000+	SF
	Unit Price	\$ 15.00	\$ 15.00	\$ 14.75	\$ 14.50	
6	Remove & Replace Concrete Drive Approach, 9" (Commercial/Industrial)					
	Quantity	1-500	501-1000	1001-5000	5000+	SF
	Unit Price	\$ 17.25	\$ 17.25	\$ 17.00	\$ 16.75	
7	Restoration					
	Quantity	1-500	501-2500	2501-7500	7501+	SYD
	Unit Price	\$ 16.00	\$ 15.00	\$ 15.00	\$ 12.00	

No.	Items	Level 1	Level 2	Level 3	Level 4	Unit
8	Remove and Replace Concrete Curb and Gutter					
	Quantity	1-50	51-250	251-1320	1321+	LF
	Unit Price	\$ <u>125.00</u>	\$ <u>115.00</u>	\$ <u>70.00</u>	\$ <u>65.00</u>	
9	Remove HMA Surface					
	Quantity	1-10	11-50	51-500	500+	SYD
	Unit Price	\$ <u>25.00</u>	\$ <u>25.00</u>	\$ <u>20.00</u>	\$ <u>25.00</u>	
10	Cold Mill HMA Surface, 6" Thickness or Less					
	Quantity	1-150	151-500	501-200	2000+	SYD
	Unit Price	\$ <u>40.00</u>	\$ <u>35.00</u>	\$ <u>32.00</u>	\$ <u>28.00</u>	
11	Install HMA, 5EMH, 20AA Overlay					
	Quantity	1-50	51-200	201-500	501+	TON
	Unit Price	\$ <u>475.00</u>	\$ <u>475.00</u>	\$ <u>475.00</u>	\$ <u>400.00</u>	
12	Install HMA, 5EML, Leveling/Base Course					
	Quantity	1-50	51-200	201-500	501+	TON
	Unit Price	\$ <u>475.00</u>	\$ <u>475.00</u>	\$ <u>475.00</u>	\$ <u>400.00</u>	
13	HMA Hand Patching, 5EMH					
	Quantity	1-10	11-25	26-50	50+	TON
	Unit Price	\$ <u>600.00</u>	\$ <u>600.00</u>	\$ <u>575.00</u>	\$ <u>525.00</u>	
14	Remove and Replace Concrete Pavement, 9 Inch, Non-Reinforced					
	Quantity	1-10	11-50	51-500	501+	SYD
	Unit Price	\$ <u>195.00</u>	\$ <u>195.00</u>	\$ <u>185.00</u>	\$ <u>180.00</u>	
15	Epoxy Anchored Lane Ties					
	Quantity	1-10	11-50	51-500	501+	EA
	Unit Price	\$ <u>19.00</u>	\$ <u>19.00</u>	\$ <u>18.00</u>	\$ <u>17.00</u>	
16	Aggregate Base, 21AA, 6 Inch Limestone					
	Quantity	1-10	11-50	51-500	501+	SYD
	Unit Price	\$ <u>30.00</u>	\$ <u>25.00</u>	\$ <u>20.00</u>	\$ <u>20.00</u>	
17	Aggregate Base, 21AA, 6 Inch, Crushed Concrete					
	Quantity	1-10	11-50	51-500	501+	SYD
	Unit Price	\$ <u>25.00</u>	\$ <u>20.00</u>	\$ <u>15.00</u>	\$ <u>12.00</u>	
18	Subgrade Undercutting, 21AA, Crushed Concrete					
	Quantity	1-25	26-100	101-500	501+	CYD
	Unit Price	\$ <u>125.00</u>	\$ <u>120.00</u>	\$ <u>110.00</u>	\$ <u>100.00</u>	
19	Drainage Structure Repair, 2'-4' Dia					
	Quantity	1-5	6-10	11-20	21+	EA
	Unit Price	\$ <u>3,500.00</u>	\$ <u>3,250.00</u>	\$ <u>3,000.00</u>	\$ <u>2,750.00</u>	
20	Replace Existing Drainage Structure, 2' Dia					
	Quantity	1-5	6-10	11-20	21+	EA
	Unit Price	\$ <u>2,975.00</u>	\$ <u>2,850.00</u>	\$ <u>2,675.00</u>	\$ <u>2,500.00</u>	

No:	Items	Level 1	Level 2	Level 3	Level 4	Unit
21	Replace Existing Drainage Structure, 4' Dia. 8' or less depth					
	Quantity	1-5	6-10	11-20	21+	EA
	Unit Price	\$ <u>4,500.00</u>	\$ <u>4,300.00</u>	\$ <u>4,200.00</u>	\$ <u>4,000.00</u>	
22	Replace Existing Drainage Structure, 4' Dia. 8'-15' Deep					
	Quantity	1-5	6-10	11-20	21+	FT
	Unit Price	\$ <u>200.00</u>	\$ <u>200.00</u>	\$ <u>200.00</u>	\$ <u>200.00</u>	
23	Drainage Structure Cover Adjustment (raise/lower), Case 1					
	Quantity	1-5	6-10	11-20	21+	EA
	Unit Price	\$ <u>875.00</u>	\$ <u>850.00</u>	\$ <u>825.00</u>	\$ <u>800.00</u>	
24	Drainage Structure Cover Adjustment (raise/lower), Case 2					
	Quantity	1-5	6-10	11-20	21+	EA
	Unit Price	\$ <u>775.00</u>	\$ <u>750.00</u>	\$ <u>725.00</u>	\$ <u>700.00</u>	
25	Storm Sewer Replacement-12 Inch Diameter RCP					
	Quantity	1-50	51-150	151-500	501+	LF
	Unit Price	\$ <u>220.00</u>	\$ <u>200.00</u>	\$ <u>175.00</u>	\$ <u>150.00</u>	
26	Storm Sewer Replacement-18 Inch Diameter RCP					
	Quantity	1-50	51-150	151-500	501+	LF
	Unit Price	\$ <u>250.00</u>	\$ <u>245.00</u>	\$ <u>240.00</u>	\$ <u>230.00</u>	
27	Storm Sewer Replacement-21 inch Diameter RCP					
	Quantity	1-50	51-150	151-500	501+	LF
	Unit Price	\$ <u>310.00</u>	\$ <u>305.00</u>	\$ <u>300.00</u>	\$ <u>290.00</u>	
28	Storm Sewer Replacement-24 inch Diameter RCP					
	Quantity	1-50	51-150	151-500	501+	LF
	Unit Price	\$ <u>350.00</u>	\$ <u>340.00</u>	\$ <u>330.00</u>	\$ <u>300.00</u>	
29	Drainage Structure Cover Type D					
	Quantity	1-5	6-10	11-20	21+	EA
	Unit Price	\$ <u>750.00</u>	\$ <u>750.00</u>	\$ <u>750.00</u>	\$ <u>750.00</u>	
30	Drainage Structure Cover Type J					
	Quantity	1-5	6-10	11-20	21+	EA
	Unit Price	\$ <u>1125.00</u>	\$ <u>1125.00</u>	\$ <u>1125.00</u>	\$ <u>1125.00</u>	
31	Drainage Structure Cover Type K					
	Quantity	1-5	6-10	11-20	21+	EA
	Unit Price	\$ <u>850.00</u>	\$ <u>850.00</u>	\$ <u>850.00</u>	\$ <u>850.00</u>	
32	Drainage Structure Cover Type B					
	Quantity	1-5	6-10	11-20	21+	EA
	Unit Price	\$ <u>600.00</u>	\$ <u>600.00</u>	\$ <u>600.00</u>	\$ <u>600.00</u>	

No	Items	Level 1	Level 2	Level 3	Level 4	Unit
33	Pavement Sealcoat					
	Quantity	1-150	151-500	501-1000	1000+	SY
	Unit Price	\$ 9.00	\$ 5.00	\$ 4.00	\$ 3.75	
34	ADA Parking Symbol					
	Quantity	1-5	6-10	11-20	21+	EA
	Unit Price	\$ 150.00	\$ 150	\$ 150	\$ 150	
35	ADA Parking Stripe, Blue					
	Quantity	1-50	51-150	151-500	501+	LF
	Unit Price	\$ 3.25	\$ 3.25	\$ 2.75	\$ 2.25	
36	Pvt Mrkg, Polyurea, 4 inch, White					
	Quantity	1-50	51-150	151-500	501+	LF
	Unit Price	\$ 8.50	\$ 8.50	\$ 3.45	\$ 3.45	
37	Pvt Mrkg, Polyurea, 4 Inch, Yellow					
	Quantity	1-50	51-150	151-500	501+	LF
	Unit Price	\$ 8.50	\$ 8.50	\$ 3.45	\$ 3.45	

The City of Pontiac reserves the right to increase or decrease any quantity or delete any item(s) of work as it deems in the best interest of the City, there will be no adjustments to unit prices in the event of increase, decrease or deletions.

Contractor acknowledges receipt of the following Addendum(s):

Addendum No.: 1 Dated: 7-1-22
 Addendum No.: 2 Dated: 7-22
7-14-22

The Contractor acknowledges that he has not received nor relied upon any representations or warranties of any nature whatsoever from the City of Pontiac, its officers, employees or agents and that if he is awarded this contract, he shall enter into this Contract solely as the result of his own independent business judgment.

The undersigned acknowledges that he has made his own independent investigation and has satisfied himself as to the conditions of the work, including soil and subsurface conditions.

The undersigned agrees that, in case any additions, deductions or deletions in the amount of work contemplated are made, the above named unit prices for the various classes of work shall be used to allow for such additions, deductions or deletions.


The undersigned hereby agrees that if this Proposal shall be accepted by the said City, he will, within ten days after receiving notice of such acceptance and delivery of Contract forms thereof at the address given below (Sundays and legal holidays excepted), enter into contract, in the attached form, to construct the said work according to said plans and specifications and to furnish therefor all necessary equipment, tools and building appliances, materials, labor, power and transportation as aforesaid at and for the prices named in the foregoing paragraph;

CERTIFICATIONS

IF A CORPORATION Michigan Limited Liability Company

I, Philip A. Sakalian, certify that I am the Member of the LLC corporation named as Contractor herein; that Philip A. Sakalian, who signed this Agreement on behalf of the Contractor, was then Member of said LLC corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

n/a
Corporate Seal


Signature

IF A PARTNERSHIP

I, _____, certify that I am a partner in the partnership named as Contractor herein, and that I have authority to sign for and on behalf of this partnership consisting of the following partners:

NAME AND ADDRESS:

Signature

IF A SOLE PROPRIETORSHIP

I, _____, certify that I am the sole owner and proprietor.

Signature

The undersigned states that he currently owns or intends to rent the following equipment that will be used in work covered by this proposal:

List of Equipment Owned

See attached

List of Intended Rental Equipment

None needed

The undersigned states that he has done work similar in character to that covered by this proposal at the following named times and places, to wit:

See attached references

The undersigned refers the said City to the following named parties for information concerning his experience, skill and business standing:

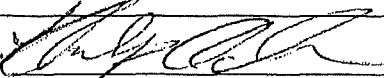
NAME, ADDRESS AND PHONE NUMBER:

See attached references

Dated and signed at Waterford, MI on July 28, 2022
(City) (Date)

Name of Bidder: GREAT LAKES CONTRACTING SOLUTIONS, LLC

Address of Bidder: 2300 EDINBURGH, WATERFORD, MI 483

By: 

Title: Philip A. Sakalian, Member

Telephone#: 313-962-0400 Fax#: 313-962-0404

Federal Tax I.D. Number (27-1826445)

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

CITY OF PONTIAC

**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

**CITY OF PONTIAC
CITY WIDE ROADWAY MAINTENANCE PROGRAM**



BIDS DUE:
Thursday July 28 2022
Time: 2:00 p.m.
City Clerks Office
Pontiac City Hall
47450 Woodward Avenue
Pontiac, MI 48342

PRE-BID MEETING:
Thursday, July 7, 2022
Time: 10:00 a.m.
Mandatory online meeting
Login information to be provided

ENGINEER

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVENUE
PONTIAC, MI 48342
(248) 332-7931

NFE Job No.J705

CONTRACT DOCUMENTS
CITYWIDE ROADWAY MAINTENANCE PROGRAM

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**CITY OF PONTIAC
ADVERTISEMENT FOR BIDS**

Notice to Contractors

Sealed proposals will be received at the office of the City Clerk, City Hall, 47450 Woodward Avenue, Pontiac, Michigan 48342, until **2:00 p.m., local time, Thursday, July 28, 2022**, at which time the bids will be publicly opened and read by the Clerk and the amounts of the bids noted for the:

CITY WIDE ROADWAY MAINTENANCE PROGRAM

The estimated work items included in this program consist principally of the following:

- Concrete Sidewalks, and ADA Compliant Sidewalk Ramps
- Concrete Driveways, and Driveway Approaches
- Concrete Curb and Gutter
- Topsoil, Grass Seed and Maintenance
- Concrete Pavement
- Hot Mixed Asphalt/ Bituminous Paving
- Aggregate Base, Crushed Concrete
- Subgrade Undercutting
- Drainage Pipe Replacement
- Drainage Structure Repairs
- Drainage Structure Replacement
- Drainage Structure Cover Adjustment and Replacement

An mandatory online pre-bid meeting will be held at **10:00 a.m. Tuesday, July 7, 2022**. Contract requirements and technical specifications will be discussed in said meeting and attendance is mandatory for all prospective bidders for submitting proposals.

The bidder will be required to comply with Michigan statutory prohibitions against discrimination in employment and with employment opportunities for City of Pontiac residents.

No proposal once submitted may be withdrawn for at least 90 days after the actual opening of the bids.

ATTENTION

The selected Contractor will be required to enter into a Contract Services Agreement with the City of Pontiac for three (3) years.

The right to accept any proposal, to reject any or all proposals, and to waive defects in proposals, is reserved by the City.

**BY THE ORDER OF:
TIM GREIMEL, MAYOR
CITY OF PONTIAC**

INSTRUCTIONS TO BIDDERS

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20. Pre-Bid Meeting
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INSTRUCTION TO BIDDERS

1. PROPOSALS TO BE RECEIVED

Sealed Bids or proposals for the:

CITY WIDE ROADWAY MAINTENANCE PROGRAM

will be received at the office of the City Clerk of the City of Pontiac, Michigan until **2:00 p.m., local time, on Thursday, July 28, 2022**, and immediately thereafter will be publicly opened and read.

Each BID must be submitted in a sealed envelope, addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a BID must be plainly marked on the outside as:

“CITY WIDE ROADWAY MAINTENANCE PROGRAM”

and the envelope should bear on the outside the name of the BIDDER, his address, his license number (if applicable) and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the City Clerk, City of Pontiac, 47450 Woodward Ave., Pontiac, MI 48342.

Bids will be received during regular business hours at the place and up to the time stated in the Advertisement or up to the time extended by official notification. Bids may be delivered in person or mailed, but their delivery is the bidder's entire responsibility. Any bid received after the stated hour, even through the mail, will be returned unopened to the bidder.

No bidder may withdraw a bid within 90 days after the actual date of the opening thereof. Should there be reason why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City of Pontiac, herein after also referred to as the City, and the BIDDER.

2. LOCATION OF THE WORK

VARIOUS LOCATIONS THROUGH OUT THE CITY.

3. INSPECTION OF THE SITE

It is expected that each bidder will make a personal examination of the entire site of the proposed work and of its surroundings. It will be assumed that each bidder, before offering his proposal, has obtained firsthand information concerning any probable interference and the available facilities for transporting, handling, and storing construction equipment and materials, and concerning other conditions which may affect his work.

4. CONFORMITY TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

Proposals must be made in full conformity to all the conditions as set forth in the Plans, Specifications, and any Addendum for the work now on file in the office of the City Engineer. The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the City or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

5. BASIS ON WHICH PROPOSALS ARE SOLICITED

A. PROPOSAL SOLICITATION

Proposals may be solicited on the basis of unit prices, lump sum, or a combination of both. The proposal will clearly state which basis is used.

The lump sum price, when applied to the project, or the unit prices, when applied to the several demolition or salvage items, are to make up the total price for the entire work, exclusive of those things which are to be done or furnished by the City, finished and complete in every particular, according to the Plans and Specifications appertaining to such work, which have been approved by the City Council and are now on file in the office of the City Engineer.

Where Proposals are solicited on the basis of unit prices for certain construction units, which are clearly set forth in the Form of Proposal, the Bidder shall state a unit price for each and every item listed in the Proposal and such prices shall be extended and totaled. If during the review of the Proposals, the City finds any errors in any extension or total, the City will make the necessary corrections and award the Contract on the basis of such corrections, since the unit prices shall govern. Any proposal which does not contain a unit price for each item listed will be deemed incomplete and will not be considered in the award of the Contract.

The unit price for each of the several items in the Proposal shall be such that the whole of the unit prices will represent a balanced bid. Any Proposal, in which the unit prices bid for any of the several items are deemed by the City to be manifestly unbalanced, will be subject to instant rejection.

B. STATEMENT OF QUANTITIES

The quantities indicated in the proposal show the Engineer's estimate of the construction quantities involved in the job, and bids will be computed, tested, and compared by the quantities given in the proposal. Although estimated carefully and with as much accuracy as is practicable beforehand, these quantities are not to be taken as defining or limiting the amount of work to be done under the Contract, but rather as information furnished to bidders concerning the approximate extent of the several items and as a basis for comparing bids.

The City may increase or decrease the original contract price without renegotiation of the Unit Prices.

C. MATERIALS TO BE FURNISHED BY THE CITY

The City will furnish to the Contractor, delivered at the site: None.

D. EXTRA WORK

All extra work that may be required of the Contractor will be estimated and paid for under provisions of the General Conditions, contained within this document, which govern such work.

E. ALTERNATES

When the Proposal so provides, a price shall be stated for each listed alternate. Unsolicited alternates are not to be submitted and, if so, will not be considered in the award of the Contract and may cause the entire bid to be rejected.

Selection of whether to award the Contract on the basis of the Base Bid or utilizing one or more of the Alternates will be made on the basis of value engineering and the City's need to keep project costs within the project budget. The City reserves full right to make this selection. After making such selection, the award shall be made on the basis of the lowest responsive bid utilizing the Alternates selected, and evaluated in accordance with the provisions of the Purchasing Ordinance of the City, in accordance with Article 15 of the Instructions to Bidders.

F. LEGAL CONDITIONS

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the contract throughout.

G. PERMITS AND LICENSES

Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS.

H. UTILITIES

Unless otherwise provided in these Specifications, the Contractor shall make his own arrangements for electricity, gas, water and sewer services for use during the construction of the work and shall pay for all connections, extensions, and services.

6. FORM OF PROPOSALS (Pages 13 through 20a)

All proposals must be made in the form attached hereto. Additional copies of this proposal form for the bidder's files may be obtained on request at the office of the City of Pontiac Department of Public Works.

All prices stated in the Proposal must be plainly expressed in figures only, and in the proper space or spaces provided. Prices shall be filled in, in ink or typewritten. Any corrections shall be initialed by the Bidder.

All information called for on the Proposal must be furnished to enable a fair comparison of the bids to be made. (Also see Instructions to Bidders, Section 10.)

The place of residence and phone number of each bidder, or the official address and phone number in the case of a firm or company, with County and State, must be given with the signature.

When bidder's drawings and/or specifications are required to be submitted, they shall be in sufficient detail to fully and distinctly show and describe the equipment which the bidder proposes to furnish, including the kind and quality of the material and workmanship that will be used in the various parts. If any general drawings, specifications, catalogs or any other literature are submitted which contain information or data not pertaining to the particular equipment proposed to be furnished, appropriate notations to that effect must be made.

Any stipulation or qualification contrary to the Contract requirements made by the bidder in or accompanying his proposal as a condition for the acceptance of the Contract will not be considered in the award of the Contract and may cause the rejection of the entire Proposal.

7. LEGAL STATUS OF BIDDER

The legal status of the bidder, that is, as a corporation, a partnership, or an individual, must be stated in the proposal. A corporation bidder must name the state in which its articles of incorporation are held, and must give the title of the official having authority under the by-laws to sign contracts. A partnership bidder must give the full names and addresses of all partners.

8. AGENCY

Anyone signing a proposal as agent of another or others must submit with the proposal legal evidence of his or her authority to do so.

9. INTENTIONALLY LEFT BLANK

10. INTENTIONALLY LEFT BLANK

11. STATEMENT OF BIDDER'S QUALIFICATIONS

It is the intention of the City to award the Contract for this job to a Contractor whose construction skill and financial resources are fully equal to the task of prosecuting the work in a satisfactory manner and of bringing it to completion within the time limit specified. With this end in view, the Form of Proposal calls for a statement of bidder's experience and ability in this particular class of work, and for references concerning his/her business standing and capacity. Contractor shall list the names, addresses and phone numbers of references. The mere ability to offer bonds will not be taken as sufficient evidence of responsibility on the part of the bidder. If Contract is awarded to a foreign company, a certificate of authority to do business in this State must accompany the executed Contract.

The low BIDDER shall supply the names, addresses and phone numbers of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the CITY.

12. PAYMENTS

Upon completion of work, the Contractor shall submit a pay application to the City Engineering Division for review and payment.

13. TIME OF COMPLETION

This work to be done under the proposed Contract is to begin on or before the date stipulated in the Notice to Proceed and must be completed as shown below.

Level 1	Level 2	Level 3	Level 4
30 days	45 days	50 days	90 days

14. RIGHT TO ACCEPT, TO REJECT, AND TO WAIVE DEFECTS

The City reserves the right to accept any proposal, to reject any or all proposals, and to waive any defect or irregularity in any proposal if it appears advantageous to the City to do so. In particular, any alteration, erasure, or interlineation in the Form of Contract in the Specifications which are attached hereto and made a part, specifically, of these Instructions, or of the Form of Proposal, shall render the accompanying proposal irregular and subject to rejection by the City. In case any explanations, additions or alterations are to be offered, they shall be indicated on separate sheets attached to the proposal and referred to therein. Proposals which are clearly unbalanced will also be considered as irregular, and will be subject to instant rejection by the City.

15. AWARD OF CONTRACT

The Contract will be awarded to the qualified Bidder submitting the lowest responsive Bid complying with the conditions of the Invitation for Bids. The Bidder's qualification and responsiveness shall be determined by the City of Pontiac. The Bidder to whom the award is made will be notified at the earliest possible date. The City reserves the right to reject all bids and not award the Contract, at its sole discretion.

16. OBLIGATION TO EXECUTE CONTRACT

The Bidder whose proposal is accepted will be required to execute the Contract, in the form attached hereto, and to furnish sureties as hereafter specified, within ten days (Sundays and legal holidays excepted), after receiving notice of acceptance of bid and preparation Contract forms is completed, and in case of the successful bidder's refusal or failure to do so, shall be considered to have abandoned all their rights and interests in the award, and their certified check or guaranty (bidder's) bond may be declared to be forfeited to the City as liquidated damages and not a penalty, and the Contract may be awarded to another.

17. BONDS

The successful bidder will be required to execute surety bonds, with sureties acceptable to the City. The City of Pontiac Roadway Maintenance Program is to three (3) year program. **Bonds will not be required for this program**

18. INDEMNIFICATION AND INSURANCE

To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the CITY OF PONTIAC, it's elected and appointed officials, employees, consultants, and volunteers and others working on behalf of the CITY OF PONTIAC, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the CITY OF PONTIAC, it's elected and appointed officials, employees, consultants, volunteers or others working on behalf of the CITY OF PONTIAC, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

The successful bidder shall purchase and maintain in a company or companies licensed to do business in the State of Michigan, such insurance as will protect him from claims set forth below which may arise out of or result from the contractor's operations under the contract, whether such operations be by himself or any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts are associated with the project by any of them, may be liable.

a. **Workers Compensation Insurance:** The contractor shall procure and maintain during the life of the contract, Workers Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

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 the limits of liability not less than **\$2,000,000**, per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations; (3) Independent Contractors Coverage; (4) Broad Form General Liability Extensions or equivalent; and (5) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

c. **Motor Vehicle Liability:** The contractor shall procure and maintain during the life of the contract, Motor Vehicles Liability Insurance, including Michigan No-Fault coverage, with limits 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 **"Additional Insured"**. *"THE CITY OF PONTIAC, INCLUDING ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS, ALL BOARDS, COMMISSIONS AND/OR AUTHORITIES AND THEIR BOARD MEMBERS, EMPLOYEES AND VOLUNTEERS" AND NOWAK & FRAUS ENGINEERS, the project consultant.* (This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether said other available coverage be primary, contributing or excess.)

e. Cancellation Notice: Workers Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Insurance, as described above, shall include an endorsement stating the following: *"IT IS UNDERSTOOD AND AGREED THAT **THIRTY (30) DAYS ADVANCE WRITTEN NOTICE OF CANCELLATION, NON-RENEWAL, REDUCTION AND/OR MATERIAL CHANGE SHALL BE SENT TO: CITY OF PONTIAC, ENGINEERING DIVISION, 47450 WOODWARD AVE., PONTIAC, MICHIGAN, 48342"***.

f. Owner's and Contractor's Protective Liability: The contractor shall procure and maintain during the life of this contract, a separate Owner's and Contractor's Protective Liability insurance coverage of not less than **\$2,000,000**, per occurrence and/or aggregate, combined single limit, Personal Liability, Bodily Injury, and Property Damage. The City of Pontiac shall be "Named Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.

The successful bidder shall not commence work until he has obtained the insurance required under this section, nor shall the successful bidder permit any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

Certificates of Insurance, along with copies of original policies where applicable, acceptable to the City, shall be filed with the City of Pontiac, Engineering Division, ten (10) days prior to commencement of the contract. A sample certificate is included on page **12** for reference.

19. CITY INCOME TAX

a. Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward Avenue, Pontiac, Michigan, 48342, telephone (248) 758-3236, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractor will require the same of all subcontractors employing labor under this contract.

b. Normally, the Contractor will be required to withhold City of Pontiac income tax if either of the following applies:

- (1) Performance under this contract (together with any other contracts in the City during the calendar year) will last 13 weeks or more.

(2) Contractor employs one or more Pontiac residents for the performance of this contract.

c. Contractor agrees to pay any personal property taxes required by the City Assessor.

20. PRE-BID MEETING

A mandatory online pre-bid meeting will be held on **Tuesday, July 7, 2022 at 10:00 a.m. local time.** Link to zoom meeting.

21. CITY OF PONTIAC PURCHASING ORDINANCE (Chapter 2, Article VI, Division 2) Municipal Code, City of Pontiac, Michigan, adopted March 21, 1996 and effective March 31, 1996.

Bidders are advised of the following provisions of the Purchasing Ordinance:

a. Intentionally Left Blank

b. **CONTRACTOR OR VENDOR IN DEFAULT OR INDEBTED TO THE CITY**

No bid shall be accepted from or contract awarded to any contractor or vendor who is in arrears to the City upon debt or contract including payments of real property taxes or an income tax obligation of any kind, or who is in default as to security or otherwise upon an obligation to the City.

c. **VIOLATIONS - MISREPRESENTATION**

Any material misrepresentation to the City of Pontiac by a bidder or prospective bidder, contractor or vendor in any documentation or paperwork submitted in a bid or proposal or otherwise in connection with an attempt to obtain a contract or engage in a business transaction shall be a violation, and may be considered sufficient basis to disqualify the contractor or vendor from eligibility for the award of a City contract.

22. NON-DISCRIMINATION PROVISION

Pursuant to the requirements of 1976, P.A. 453 (Michigan Civil Rights Act) and 1976, P.A. 220 (Michigan Handicapped Rights Act), the bidder and any subcontractors agree not to 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 race, color, religion, national origin, age, sex, height, weight, marital status, or due to a handicap that is unrelated to the person's ability to perform the duties of a particular job or position. The Bidder must include this provision in any subcontracts associated with the project work.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/06/2018

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER	
	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY		13935
INSURED 157-615-6	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 62 REVISION NUMBER: 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JEOT <input type="checkbox"/> Loc OTHER:	Y	N	6069355	04/01/2018	04/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	N	N	6069355	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	6069357	04/01/2018	04/01/2019	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6069358	04/01/2018	04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$500,000 E.I. DISEASE - EA EMPLOYEE \$500,000 E.I. DISEASE - POLICY LIMIT \$500,000

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

RE: 350 S SANFORD

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.

CERTIFICATE HOLDER

157-615-6
CITY OF PONTIAC
47450 WOODWARD AVE
PONTIAC, MI 48342-5009

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Michael G Ken

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CONTRACTOR: _____

FORM OF PROPOSAL

Date: _____

To the Honorable Mayor / City Council
City of Pontiac, Michigan

Ladies and Gentlemen:

Having carefully examined the site of the proposed work, and being fully informed in regard to the conditions to be met in the prosecution and completion of the work, and having read and examined the Instructions to Bidders, Agreement, Bonds, General Conditions, Plans and Specifications pertaining to this work, and agreeing to be bound accordingly, the undersigned proposes to furnish all the materials, labor, tools, power, transportation and construction equipment necessary for the satisfactory and complete construction of the **CITY WIDE ROADWAY MAINTENANCE PROGRAM** in full accordance with and conformity to the specifications for this work now on file in the office of the City Engineer at and for the following named prices, to wit:

No.	Items	Level 1	Level 2	Level 3	Level 4	Unit
1	Remove & Replace 4-inch Sidewalk (Residential)					
	Quantity	1-500	501-1500	1501-5000	5001+	SF
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
2	Remove & Replace 6-inch Sidewalk (Residential and adjacent to driveways)					
	Quantity	1-250	251-750	751-1500	751-1500	SF
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
3	Remove and Replace 9-inch Sidewalk (Commercial/Industrial and adjacent to driveways)					
	Quantity	1-250	251-750	751-1500	751-1500	SF
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
4	Remove Sidewalk & Replace with ADA Ramp with Detectable Warning					
	Quantity	1-400	401-800	801-3200	3201+	SF
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
5	Remove and Replace Concrete Driveway Approach, 6" (Residential)					
	Quantity	1-500	501-1000	1001-5000	5000+	SF
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
6	Remove & Replace Concrete Drive Approach, 9" (Commercial/Industrial)					
	Quantity	1-500	501-1000	1001-5000	5000+	SF
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
7	Restoration					
	Quantity	1-500	501-2500	2501-7500	7501+	SYD
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	

No.	Items	Level 1	Level 2	Level 3	Level 4	Unit
8	Remove and Replace Concrete Curb and Gutter					
	Quantity	1-50	51-250	251-1320	1321+	LF
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
9	Remove HMA Surface					
	Quantity	1-10	11-50	51-500	500+	SYD
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
10	Cold Mill HMA Surface, 6" Thickness or Less					
	Quantity	1-150	151-500	501-200	2000+	SYD
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
11	Install HMA, 5EMH, 20AA Overlay					
	Quantity	1-50	51-200	201-500	501+	TON
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
12	Install HMA, 5EML, Leveling/Base Course					
	Quantity	1-50	51-200	201-500	501+	TON
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
13	HMA Hand Patching, 5EMH					
	Quantity	1-10	11-25	26-50	50+	TON
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
14	Remove and Replace Concrete Pavement, 9 inch, Non-Reinforced					
	Quantity	1-10	11-50	51-500	501+	SYD
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
15	Epoxy Anchored Lane Ties					
	Quantity	1-10	11-50	51-500	501+	EA
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
16	Aggregate Base, 21AA, 6 inch Limestone					
	Quantity	1-10	11-50	51-500	501+	SYD
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
17	Aggregate Base, 21AA, 6 inch, Crushed Concrete					
	Quantity	1-10	11-50	51-500	501+	SYD
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
18	Subgrade Undercutting, 21AA, Crushed Concrete					
	Quantity	1-25	26-100	101-500	501+	CYD
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
19	Drainage Structure Repair, 2'-4' Dia					
	Quantity	1-5	6-10	11-20	21+	EA
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
20	Replace Existing Drainage Structure, 2' Dia					
	Quantity	1-5	6-10	11-20	21+	EA
	Unit Price	\$ _____	\$ _____	\$ _____	% _____	

No.	Items	Level 1	Level 2	Level 3	Level 4	Unit
21	Replace Existing Drainage Structure, 4' Dia, 8' or less depth					
	Quantity	1-5	6-10	11-20	21+	EA
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
22	Replace Existing Drainage Structure, 4' Dia, 8'-15' Deep					
	Quantity	1-5	6-10	11-20	21+	FT
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
23	Drainage Structure Cover Adjustment (raise/lower), Case 1					
	Quantity	1-5	6-10	11-20	21+	EA
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
24	Drainage Structure Cover Adjustment (raise/lower), Case 2					
	Quantity	1-5	6-10	11-20	21+	EA
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
25	Storm Sewer Replacement-12 inch Diameter RCP					
	Quantity	1-50	51-150	151-500	501+	LF
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
26	Storm Sewer Replacement-18 inch Diameter RCP					
	Quantity	1-50	51-150	151-500	501+	LF
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
27	Storm Sewer Replacement-21 inch Diameter RCP					
	Quantity	1-50	51-150	151-500	501+	LF
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	
28	Storm Sewer Replacement-24 inch Diameter RCP					
	Quantity	1-50	51-150	151-500	501+	LF
	Unit Price	\$ _____	\$ _____	\$ _____	\$ _____	

The City of Pontiac reserves the right to increase or decrease any quantity or delete any item(s) of work as it deems in the best interest of the City, there will be no adjustments to unit prices in the event of increase, decrease or deletions.

Contractor acknowledges receipt of the following Addendum(s):

Addendum No.: _____ Dated: _____
 Addendum No.: _____ Dated: _____

The Contractor acknowledges that he has not received nor relied upon any representations or warranties of any nature whatsoever from the City of Pontiac, its officers, employees or agents and that if he is awarded this contract, he shall enter into this Contract solely as the result of his own independent business judgment.

The undersigned acknowledges that he has made his own independent investigation and has satisfied himself as to the conditions of the work, including soil and subsurface conditions.

The undersigned agrees that, in case any additions, deductions or deletions in the amount of work contemplated are made, the above named unit prices for the various classes of work shall be used to allow for such additions, deductions or deletions.

The undersigned hereby agrees that if this Proposal shall be accepted by the said City, he will, within ten days after receiving notice of such acceptance and delivery of Contract forms thereof at the address given below (Sundays and legal holidays excepted), enter into contract, in the attached form, to construct the said work according to said plans and specifications and to furnish therefor all necessary equipment, tools and building appliances, materials, labor, power and transportation as aforesaid at and for the prices named in the foregoing paragraph;

The undersigned states that he currently owns or intends to rent the following equipment that will be used in work covered by this proposal:

List of Equipment Owned

List of Intended Rental Equipment

The undersigned states that he has done work similar in character to that covered by this proposal at the following named times and places, to wit:

The undersigned refers the said City to the following named parties for information concerning his experience, skill and business standing:

NAME, ADDRESS AND PHONE NUMBER:

Dated and signed at _____, MI on _____
(City) (Date)

Name of Bidder: _____

Address of Bidder: _____

By: _____

Title: _____

Telephone#: _____ Fax#: _____

Federal Tax I.D. Number (_____)

CERTIFICATIONS

IF A CORPORATION

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Seal

Signature

IF A PARTNERSHIP

I, _____, certify that I am a partner in the partnership named as Contractor herein, and that I have authority to sign for and on behalf of this partnership consisting of the following partners:

NAME AND ADDRESS:

Signature

IF A SOLE PROPRIETORSHIP

I, _____, certify that I am the sole owner and proprietor.

Signature

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AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20__, by and between the City of Pontiac, Oakland County, Michigan, party of the first part, hereafter called the City, and _____, Michigan, party of the second part, hereinafter called the Contractor:

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR shall commence and complete the construction of:

CITY WIDE ROADWAY MAINTENANCE PROGRAM

in full conformance with the Contract Documents as enumerated in Article 6 of this Agreement. This Agreement shall be effective for three (3) years from the date of execution.

2. The CONTRACTOR shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein, excepting those things which are specifically stipulated in the contract documents to be furnished or done by the City.

3. The CONTRACTOR shall commence the work required by the CONTRACT DOCUMENTS on or before the date stipulated in the NOTICE TO PROCEED and will complete the each contract level under the contract as follows:

Level 1	Level 2	Level 3	Level 4
30 days	45 days	50 days	90 days

unless the date for completion is extended otherwise by the CONTRACT DOCUMENTS. Time shall be considered to be of the essence of this Contract. **The Contractor shall coordinate all activities with the private utility relocations to ensure the completion date is met.**

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein

unless the contract price is duly changed by the contract documents.

5. The CITY shall pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

6. The term "CONTRACT DOCUMENTS" means and includes the following:

- A. AGREEMENT

B. CHANGE ORDER (Pursuant to General Conditions, Section 9)

C. ADDENDA:

No. _____, dated _____, 20__ .

No. _____, dated _____, 20__ .

No. _____, dated _____, 20__ .

D. ADVERTISEMENT

E. INSTRUCTIONS TO BIDDERS

F. BIDDER'S PROPOSAL

G. GENERAL CONDITIONS (Incl. SUPPLEMENTAL GENERAL CONDITIONS and SPECIAL CONDITIONS (if any))

H. SPECIFICATIONS (Incl. SUPPLEMENTAL SPECIFICATIONS and SPECIAL PROVISIONS (if any))

I. PLANS (As listed in Schedule of Drawings); City of Pontiac Standard Details

J. NOTICE OF AWARD

K. NOTICE TO PROCEED

This agreement, together with other documents enumerated in this ARTICLE 6, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 6 shall govern, except as otherwise specifically stated.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in five (5) copies, each of which shall be deemed an original, on the date first above written.

**CONTRACT AGREEMENT BETWEEN THE CITY OF PONTIAC
AND CONTRACTOR**

CITY WIDE PONTIAC ROADWAY MAINTENANCE PROGRAM

CONTRACTOR:

In witness whereof, the parties have executed this agreement the day and year last written below.

WITNESSES:

1) _____ By: _____
2) _____ Its: _____

CITY OF PONTIAC

WITNESSES:

DEPARTMENT OF PUBLIC WORKS

1) _____ By: _____ Date
2) _____ Its: Director

WITNESSES:

DEPARTMENT OF FINANCE

1) _____ By: _____ Date
Darin Carrington
2) _____ Its: Director

WITNESSES:

OFFICE OF THE MAYOR

1) _____ By: _____ Date
Tim Greimel
2) _____ Its: Mayor

WITNESSES:

1) _____
2) _____

Approved as to form:

By: _____
_____, City Attorney

CERTIFICATIONS

IF A CORPORATION

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this Agreement on behalf of the Contractor, was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.*

Corporate Seal

Signature

* Attach copy of corporate resolution verifying authorization of individuals named above.

IF A PARTNERSHIP

I, _____, certify that I am a partner in the partnership named as Contractor herein, and that I have authority to sign for and on behalf of this partnership consisting of the following partners:

NAME AND ADDRESS:

Signature

IF A SOLE PROPRIETORSHIP

I, _____, certify that I am the sole owner and proprietor.

Signature

GENERAL CONDITIONS

The following general conditions are agreed to as defining certain relationships which shall be taken to exist between the parties hereto and as setting forth certain conditions under which the Contract is to be fulfilled.

INDEX

Article

1. Definitions
2. Plans and Specifications
3. Shop Drawings
4. Materials and Workmanship
5. Superintendence by Contractor
6. Engineering Supervision
7. City's Right to Complete, Suspension or Termination
8. Assignment of Contract
9. Extra Work and Modification
10. Disputed Claims for Extra Compensation
11. Extension of Time
12. Liquidated Damages
13. Payment to the Contractor
14. Warranty Maintenance
15. Michigan Non-Discrimination Statute
16. Labor Laws and Ordinances
17. Patents and Patent Rights
18. Work within Railroad, Private, State or County Rights-of-way
19. Protection and Safety
20. Cleaning Up
21. Progress Schedule

GENERAL CONDITIONS

Article 1 - DEFINITIONS

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS by additions, deletions, clarifications or corrections.
- 1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed. (See 1.8)
- 1.4 BIDDER - Any person, firm or corporation submitting a BID for the WORK.
- 1.5 BONDS - Bid, Performance, Labor and Material, and Maintenance Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- 1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.7 CITY - The City of Pontiac, Michigan, or its properly authorized representatives; and whenever the term "City Council", "Mayor", "City Clerk", "Director of Finance", "City Engineer", or "Engineer", is used, it shall be understood to mean the Council, Mayor, Clerk, Director of Finance, or Engineer of the said City.
- 1.8 LEFT BLANK INTENTIONALLY
- 1.9 CONTRACT DOCUMENTS - The Contract, including ADVERTISEMENT, INSTRUCTIONS TO BIDDERS, FORM OF PROPOSAL, BID BOND, AGREEMENT, LABOR & MATERIAL BOND, PERFORMANCE BOND, MAINTENANCE BOND, GENERAL CONDITIONS, SUPPLEMENTAL GENERAL CONDITIONS, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, PLANS, SPECIFICATIONS, ADDENDA, and any other documents specifically set forth in the Agreement.
- 1.10 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.11 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK on each street; or the number of calendar days from the date established in the NOTICE TO PROCEED to the DATE stated in the

CONTRACT DOCUMENTS for the completion of all of the WORK of the TOTAL CONTRACT; or both.

- 1.12 CONTRACTOR - The person, firm or corporation with whom the CITY has executed the Agreement, or its legal representatives.
- 1.13 ENGINEER - The City Engineer and/or the person, firm or corporation named as such in the CONTRACT DOCUMENTS.
- 1.14 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.15 NOTICE OF AWARD - The written notice of the acceptance of the BID from the CITY to the successful BIDDER.
- 1.16 NOTICE TO PROCEED - Written communication issued by the CITY to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- 1.17 OPEN TO TRAFFIC - That date as certified by the ENGINEER, when the WORK (PROJECT) or any section thereof is in a suitable condition for safe travel. The term "SUITABLE CONDITION FOR SAFE TRAVEL" shall be construed to mean that all work, INCLUDING the Leveling Course of Bituminous Material and all Concrete Work are complete. The PROJECT, or any portion thereof may be designated as "Accepted for Traffic" prior to completion of the whole project, and shall be opened to traffic as may be directed by the ENGINEER. In general, the term "OPEN TO TRAFFIC" shall be in accordance with Section 107.21 of the MDOT 2012 Standard Specifications for Construction.
- 1.18 **THIS SECTION IS LEFT INTENTIONALLY LEFT BLANK.**
- 1.19 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.20 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the CITY who is assigned to the PROJECT site or any part thereof.
- 1.21 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other

data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

- 1.22 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship (may include SUPPLEMENTAL SPECIFICATIONS AND/OR SPECIAL PROVISIONS).
- 1.23 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- 1.25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.26 WORK ORDER - A written order to the CONTRACTOR causing a change in WORK involving the authorization to undertake additional work at existing contract unit prices or at new contract unit prices for new items of work.
- 1.27 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

Article 2 - PLANS AND SPECIFICATIONS

The location of the structures and improvements which are to be built or made under this Contract, and the character, form and dimensions of their various parts shall be constructed per the City of Pontiac Standard Details for Storm Sewer and Paving.

CITY WIDE ROADWAY MAINTENANCE PROGRAM

These drawings constitute the Plans according to which the work of this Contract is to be done. Additional drawings may be prepared by the City Engineer and supplied to the Contractor during the progress of the work, as he may deem to be necessary or expedient. All such additional drawings, made in elaboration or explanation of the original drawings, are to be considered as part and parcel of the Plans and shall be respected and followed as such by the Contractor.

The Plans are supplemented and explained by a set of technical specifications, which are appended hereto, and which describe and define the quality of materials and the character of workmanship which are to enter into the work of this Contract. These are the Specifications which are referred to in Article 1, and elsewhere in this Contract. Additional specifications in further elaboration or explanation of the work to be done may be prepared by the City Engineer and supplied to the Contractor during the progress of the work, as he may deem to be necessary or expedient. Such additional specifications are to be considered as part and parcel of the specifications under this Contract, and shall be respected and followed as such by the Contractor.

Both Plans and Specifications are considered as essential parts of this Contract, and are intended to be cooperative. They shall be construed as supplementary each to the other, and any work called for in the Plans and not particularly mentioned in the Specifications, or described in the Specifications and not specially shown on the Plans, is to be regarded as included under this Contract the same as if fully set forth in the Specifications and exhibited on the Plans. Wherever figures or definite dimensions are given on the Plans or in the Specifications, these shall have precedence over dimensions taken by scaling.

In case any inconsistency, omission, or conflict shall be discovered in the Specifications or Plans, or if in any place the meaning of either or both shall be obscure or uncertain or in dispute, the City Engineer shall decide as to the true intent and his decision shall be final and binding. Any such inconsistencies, omissions, or conflict noted should be called to the attention of the Engineer, and a decision on the same obtained in advance.

Article 3 - SHOP DRAWINGS

- 3.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER's approval of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.
- 3.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- 3.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

Article 4 - MATERIALS AND WORKMANSHIP

It is mutually understood that all materials and workmanship furnished under this Contract shall be of the highest quality, to the end that a good and substantial and workmanlike job may be produced. The Contractor shall bring only first class materials to the work, and he shall furnish suitable tools and equipment and shall employ competent labor to perform the work to be done. Any materials or labor or tools or equipment that shall not, in the judgment of the Engineer, be suitable or competent to produce the desired result, may be ordered from the work by the Engineer, and such materials or labor or tools or equipment shall be promptly substituted therefor by the Contractor as will meet with the approval of the Engineer. Wherever a brand or name is given, it is for the purpose of defining or establishing a type or quality of material only.

4.1 Defective Materials

Any materials or fabricated articles furnished by the Contractor to be used in this work which shall not, in the judgment of the Engineer, be equal to the requirements of the Plans and Specifications, may be rejected by the Engineer; and such rejected materials or articles shall not be used, but shall be immediately removed by the Contractor from the site of the work.

4.2 Stored Materials

Materials and equipment distributed, stored or placed upon or near the site of the work shall be at all times so disposed as not to interfere with work being prosecuted directly by the City or by other Contractors in the City's employ or with access thereto, and not to hinder any more than may be necessary the ordinary pedestrian and vehicular traffic of the streets.

4.3 Property Rights in Surplus Materials

All excess materials excavated during the progress of the work and not required for backfilling, all timber except tree stumps cut from the right-of-way, and all other materials which have been encountered and handled during construction operations, and which constitute a disposable surplus at the end of the construction period, shall be the property of the Contractor, unless otherwise directed by the City or its Engineer. Such materials shall be hauled and neatly piled, or hauled and dumped at the places designated by the Engineer, at no extra compensation.

4.4 Water Supply

Water for construction purposes may be taken from the City mains subject to the rules of the Oakland County Water Resources Commissioner's office.

Article 5 - SUPERINTENDENCE BY CONTRACTOR

5.1 Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the City and the Engineer, on the work at all times during working hours with full authority to act for the Contractor. Any orders by the Engineer given to and received by said superintendent shall be deemed to have been given to and received by the Contractor. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work. The Contractor shall maintain a complete set of plans and specifications at the site.

5.2 The Contractor may set up and establish an office on or near the site. On certain large projects, the Engineer may direct the Contractor to set up an office.

5.3 The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

5.4 Disorderly Employees

Disorderly, intemperate, or incompetent persons must not be employed, retained, or allowed upon the work site. Any foreman or workman who refuses or neglects to comply with the directions of the Engineer in the matter of personal conduct shall, at the request of the Engineer, be promptly discharged and shall not thereafter be re-employed without the consent of the Engineer.

5.5 Relation to Other Contractors

The Contractor shall so conduct his operations as not to interfere with or injure the work of other Contractors or workmen employed by the City on adjoining or related work, and he shall promptly make good any injury or damage which may be done to such work by him or his employees or agents. Should a contract for adjoining work be awarded to another Contractor, and should the work on any one of these contracts interfere with that of the other, the Engineer shall decide which Contractor shall cease work for the time being and which shall continue or whether the work on both contracts shall continue at the same time and in what manner. In case the territory of one contract should be the necessary means of access to another contract, the Engineer shall have power to grant reasonable privileges with respect to the transportation or movement of men, animals, appliances or materials as he may adjudge to be necessary or expedient and in the best interests of the City. Any decision which the Engineer may make as to the method and time of conducting work or the use of territory shall not be made the basis of any claim for damages, but an extension of time may be claimed, if justified by the circumstances, the same as in the case of other delays caused by the acts of the City. Any difference of opinion or conflict of interest which may arise between this Contractor and other Contractors or workmen of the City in regard to adjoining work shall be determined and adjusted by the Engineer.

5.6 Time and Sequence of Work

In general, it is the intention and understanding that the Contractor shall have control over the sequence or order of execution of the several parts of the work to be done under this Contract, and over the methods of accomplishing the required results, except as some particular sequence or method may be distinctly demanded by the Plans and Specifications or by the express provisions of this Contract; the Engineer may, however, make such reasonable requirements as may, in his judgement, be necessary for the proper and effective protection of work partially or wholly completed, and to these requirements, the Contractor shall strictly conform.

5.7 Sunday and Night Work

No Sunday work shall be done except in case of emergency or to protect from damage or injury any work that has already been done, and then only with the written consent of the Engineer, and only to such an extent as he may judge to be necessary.

Ordinarily, no night work shall be carried on which will require the presence of the Engineer or an inspector, except with the written permission of the Engineer. Night work is permissible in an emergency to the extent required to meet the emergency, but the Contractor shall notify the Engineer, as far as possible in advance, of his intentions to carry on such emergency work and of the time and place of doing it.

Article 6 - ENGINEERING SUPERVISION

The work covered by this Contract will be executed under the engineering supervision of the City Engineer, who shall have authority to inspect all materials and workmanship entering into the work, to furnish all instructions and information regarding the Plans and Specifications that may be necessary, to supply supplementary or additional plans or specifications as he may deem expedient, and to point out to the Contractor any disregard of any of the provisions of the Contract; but the right of final acceptance or condemnation of the work will not be waived at any time during its progress.

The Engineer will set suitable stakes and marks showing the locations and elevations of various parts of the work and the Contractor shall provide such labor and assistance as the said Engineer may require in setting the same. The Contractor shall take due and proper precautions for the preservation of these stakes and marks, and shall see to it that the work at all times proceeds in accordance therewith. The Engineer may provide for the inspection of any or all materials or workmanship used or intended to be used under this Contract, by assistants under his direction or otherwise, as he may deem to be advisable or expedient; but no inspection shall relieve the Contractor of his fundamental obligation to fully respect all the requirements of his Contract. Such inspection may cover any or all parts of the work, and may extend to and include the preparation or manufacture of any materials or fabricated articles intended to be incorporated in the work. The Contractor shall furnish, upon request therefor by the Engineer, such samples for examination or testing as the Engineer may prescribe. The Contractor shall furnish such labor and assistance as may be necessary for the proper handling of materials in all inspections and tests that may be required.

The Engineer and his duly authorized agents and employees may, at any time and for any purpose, enter upon the work and upon the premises occupied by the Contractor, and the Contractor shall provide proper and safe facilities by which the Engineer may have access to such parts of the work as may be required.

Article 7 - CITY'S RIGHT TO COMPLETE; SUSPENSION OR TERMINATION

It is agreed that the City has the right, when it shall become satisfied that the work provided for in this Contract will not be completed within the time limit, to furnish additional labor and material if necessary and render such other assistance as it may deem advisable, for the completion of said Contract, at the expense of the Contractor, and may retain the same out of the Contract price, or recover the same by legal proceedings.

It is agreed that the Mayor has the right to determine finally all questions as to proper performance of this Contract, or any part or portion thereof, and in case of improper, dilatory or imperfect performance thereof, to suspend the work at any time and to order the partial or entire reconstruction of the same, and if at any time the said Contractor shall abandon the work of this Contract or become habitually negligent of his obligations under it, or shall fail to prosecute the work with reasonable diligence, so that the time of final completion of the work shall be unnecessarily and intolerably delayed, or if he shall violate any of the provisions of the Contract, then and in such case the Mayor may declare this Contract forfeited and may, at address given in the proposal, notify him to discontinue all work under this Contract, or any part thereof, and thereupon he shall discontinue such work, or such part thereof, and shall cease to have any right to the possession of the ground; and the City shall thereupon have the right to complete the work or any part thereof by Contract or otherwise, as it may elect, and for that purpose to take possession and make use of such materials, tools, building appliances, and equipment as may be found upon the work, and to charge the expense thereof to the Contractor. Power is hereby given the Mayor to determine all such questions under this Contract, according to the true intent and meaning thereof.

All expenses charged under this provision shall be deducted and paid by the City of Pontiac out of any monies then due to the Contractor under this Contract, or any part thereof, and in such accounting the City of Pontiac shall not be held to obtain the lowest figures for the work of completing the contract, or any part thereof, or for insuring its proper completion, but all sums actually paid therefor shall be charged to the Contractor. In case the expenses to be charged are less than the sum which would have been payable under this contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case such expenses shall exceed the said sums, the Contractor shall pay the amount of the excess to the City of Pontiac.

Article 8 - ASSIGNMENT OF CONTRACT

It is agreed that the Contractor shall not assign or transfer this Contract, or subcontract any part of the work embraced in it, except with the written consent of the Mayor to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall conform to the Plans and Specifications and be subject to all provisions of this Contract exactly as if performed by the Contractor and his immediate employees and workmen. No such letting of the work shall, in any way, diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his obligation under this Contract.

It is likewise agreed that the Contractor shall not assign, either legally or equitably, any of the monies payable to him under this Contract, or his claim thereto, except with the written consent of the Mayor.

Article 9 - EXTRA WORK AND MODIFICATION

It is agreed that the said Contractor shall do such incidental or extra work in connection with this Contract as the Mayor may especially order in writing. If such extra work or any part thereof be of such character that it may be definitely covered by construction items for which unit prices are named in the proposal of this Contract, then and in that case the City will pay, and the Contractor will accept as full compensation for such extra work, or such part thereof, the amount computed by applying the unit prices to the quantities of extra work falling under the several items. Also, such extra work may be paid for at prices mutually agreed upon at the time by the City and the Contractor. But if such extra work, or any part thereof, be of a kind which may not be definitely covered by the regular pay items of this contract, and if no price therefor has been mutually agreed upon in advance, or if the work is of such a nature that it cannot be estimated with fair exactness in advance, then the City will pay, and the Contractor will accept as full compensation for such, an amount equal to the actual and necessary net cost in money to the Contractor for labor and materials actually used therein or expended thereon, plus fifteen percent (15%) of such net cost for superintendence, power, the use of tools, and plant, liability insurance, and all overhead and incidental expenses.

During the progress of any extra work which is to be paid for on the basis of net cost plus fifteen percent (15%), the Contractor will furnish to the City Engineer, at the end of each day, suitable time slips showing the name of and the number of hours worked by each workman employed thereon, the nature of work performed by him, and his rate of pay, together with suitable and adequate memoranda of the materials used therein, showing the character and amount of each such material, the source from which it was purchased, and the price paid or to be paid therefor.

The City may, at its discretion, furnish to the Contractor any materials or supplies or transportation required for extra work, and the Contractor shall not be entitled to any allowance or percentage on account of materials or supplies or transportation so furnished.

It is agreed that all extra work that may be ordered and performed under the provisions of this article shall be done by the Contractor in an effective and workmanlike manner, and shall be subject to the same restrictions and liabilities as those which apply to the general work of this Contract; and the Contractor will be responsible for the maintenance and protection of such extra work until the time of the final acceptance of the entire job by the City.

And it is further agreed that no claim against the City on account of extra work shall be valid unless such extra work has been previously ordered in writing by the Mayor, and unless such claim has been presented for payment as soon as practicable after the completion of such extra work and before the making up of the final estimate.

When it becomes necessary in the prosecution of any work or improvement under contract to make minor alterations or modifications of such contract or the plans and specifications thereof, such alterations, changes or modifications shall be made only on the written order of the Mayor.

No such order shall be made until the price to be paid for the work or material or both and the credits, if any, to be allowed by the City under the altered and modified Contract shall have been agreed upon in writing and signed by the Contractor and by the Mayor.

Article 10 - DISPUTED CLAIMS FOR EXTRA COMPENSATION

If any inconsistency, omission, or conflict is discovered in either the plans or the specifications, or if in any place the meaning of either the plans or the specifications, or both, is obscure, or uncertain, or in dispute, the Engineer will decide as to the true intent.

In case the Contractor deems extra compensation is due for work or materials not clearly covered in the contract, or not ordered by the Engineer as extra work, or due to changed or altered conditions, the Contractor shall notify the Engineer in writing of the Contractor's intention to make claim for such extra compensation before beginning work on which the Contractor intends to base a claim and shall afford the Engineer every facility for keeping actual cost of the work. The Contractor and the Engineer shall compare records and bring them into agreement at the end of each day. Failure on the part of the Contractor to give such notification or to afford the Engineer proper facilities for keeping strict account of actual cost will constitute a waiver of the claim for such extra compensation except that consideration will be given to claims to the extent that they are substantiated by City records. The determination of extra compensation made by the City, where the Contractor has failed to give proper notice of his claim for extra compensation as provided herein or has failed to afford the Engineer proper facilities for keeping strict account of actual costs, shall be final and binding on the Contractor. The filing of such notice by the Contractor and the monitoring of cost by the Engineer for said notice of claim, shall not in any way be construed to establish the validity of the claim. When the extra work in question has been completed, the Contractor shall file the claim for extra compensation with the Engineer.

Such claims shall be filed with the Engineer in a timely manner but no later than 10 days after the contract is completed. A written decision will be given to the Contractor in a timely manner, regarding the approval, partial approval, or disapproval of the Contractor's claim for extra compensation. The City will determine procedures for reviewing the Contractor's claim.

Article 11 - EXTENSION OF TIME

It is agreed that if the Contractor shall be unavoidably delayed in beginning or fulfilling this Contract by reason of excessive storms or floods, or by acts of Providence, or by general strikes, or by court injunction, or by stopping of the work by the City because of any emergency or public necessity, or by reason of extra work ordered by the City Engineer, or by any act, neglect, delay, or default on the part of

the City, the Contractor shall have no valid claim for damages on account of any such cause or delay, but he shall be, in such case, entitled to such extensions or advancement of the time period specified in the Agreement as the City Engineer shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Contractor within a week after the date upon which such alleged cause of delay shall have occurred. The closing down of the work during the winter season on account of cold weather shall not be taken as entitling the Contractor to any extension of time within the meaning of this Article.

In case the Contractor shall be delayed in the fulfillment of his obligations under this Contract, from any cause whatsoever, and in case the City shall acquiesce in the Contractor's prosecution and completion of the work, or any part of it, after the date at which it should have been finished, such acquiescence shall not operate as a waiver of any of the City's rights under this Contract, nor shall it invalidate or in any way weaken the Contractor's bonds.

Article 12 - LIQUIDATED DAMAGES

It is expressly covenanted and agreed by and between the parties hereto that time is and shall be considered as of the essence of the Contract, and in the event that said Contractor shall fail in the due performance of the entire work to be performed under this Contract, by and at the time herein mentioned and referred to in the Agreement, or within some other certain date subsequent to this to which the time limit for completion of the work may have been advanced under provisions of Article 11, the said Contractor shall pay unto the City as and for liquidated damages, and not as a penalty, the sum of **Five Hundred Dollars (\$ 500.00)** for each and every calendar day that the said Contractor shall be in default.

Said sum of **Five Hundred Dollars (\$ 500.00)** per day, in view of the difficulty of estimating such damages with exactness, is agreed upon as the damages which will be suffered by the City by reason of such default. It is also understood and agreed by the parties to this Contract that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breach of this Contract; which said sum the City shall have the right to deduct from any monies in its possession, otherwise due, or to become due to said Contractor, or to sue for and recover compensation for damages for non-performance of this Contract at the time stipulated herein and provided for. (See also any Special Provisions for Liquidated Damages.)

Said liquidated damages are in addition to any actual damages which the City may recover under the provisions of the contract.

Article 13 - PAYMENTS TO THE CONTRACTOR

13.1 Contractor's Obligation Prior to Payment

It is agreed that before the Contractor shall demand partial or final estimates or payments, the City may require him to furnish the City satisfactory evidence that all persons that have supplied labor or materials for the work embraced under this Contract have been fully paid for the same; and that in case such evidence be not

furnished as aforesaid, such sums as the City may deem necessary to meet the lawful claims of the persons aforesaid be retained by the City from any monies that may be due or become due to him under this Contract until such liabilities shall be fully discharged and evidence thereof be furnished to the City. The Contractor agrees to make prompt settlement for all repair expenses made by the City as a result of the Contractor's work. Consent of the Contractor's surety will be required prior to final payment.

13.2 City's Obligation to Pay

It is agreed that, in consideration of the faithful and entire performance by the Contractor of his obligations under this Contract, the City shall pay to him, at the times and in the manner stipulated, the total sum as determined by calculations from the unit prices in the proposal, but diminished by such amount as the City may lawfully retain as liquidated damages under the provisions of Article 12 herein; and the Contractor shall accept the payment of such sum as full compensation for his work under this Contract.

13.3 Progress Estimates and Payments

Progress payments shall comply with Act No. 524 Public Acts of 1980. At about the first of each month, during which satisfactory progress has been made toward the final completion of the work, the Engineer will make up an estimate of the amount and value of the work which has been done under this Contract since the date of the last preceding estimate, and will report such estimate in writing to the City Director of Finance. Such estimates shall not be required to be made by strict measurements, or with exactness, but may be made either wholly or in part by appraisalment or estimation or by a consideration of accounts for labor and materials, and it shall be sufficient if it is approximate only. Any error or inaccuracy which may occur in any progress estimate may be allowed for or corrected in any subsequent estimate.

Following the rendering of such estimate by the Engineer, and as soon as practicable thereafter, the City will pay to the Contractor on account a sum equal to ninety percent (90%) of the Contract price of such work. The remaining ten percent (10%) will be retained until work is fifty percent (50%) in place. After the work is fifty percent (50%) in place, additional retainage shall not be withheld unless the City determines that the Contractor is not making satisfactory progress, or for other specific cause relating to the Contractor's performance under the Contract. If the City so determines, the City may retain not more than ten percent (10%) of the dollar value of work more than fifty percent (50%) in place.

The Director of Finance may require the Contractor, before the payment of any estimate, to file an affidavit showing the unpaid bills for materials or supplies of any kind furnished for this work.

Any time after 94% of the work is in place, the Contractor may request release of all of the retainage. The City shall be required to release the retainage plus interest to the Contractor in such case only if the Contractor provides to the City an irrevocable letter of credit in the amount of the retainage plus interest, issued by a bank authorized to do business in this State, and containing terms mutually acceptable to the Contractor and the City.

The progress estimates and payments thus provided for will include all extra work which may be done under the provisions of this Contract on the same basis as other work is included, all such extra work being regarded herein as essentially a part of this Contract, and not merely supplementary to it.

Disputes under this provision may be submitted to the decision of an agent, at the option of the City, pursuant to Section 4 of Act 524 of 1980. (MCLA 125.1564).

13.4 Measurement

Due and proper measurements will be taken by the Engineer during the progress of the work, and his estimates, based upon such measurements, shall be final and conclusive evidence of the amount of work performed under this Contract.

13.5 Final Estimate and Payment

As soon as practicable after the satisfactory completion of all the work included under this Contract, the Engineer will make final inspection of all the work and will make up a final estimate of the amount due to the Contractor under the terms of this Contract. At this time the Contractor shall file with the Director of Finance an affidavit stating that all bills have been paid in full for all materials, supplies and labor of every kind that have been furnished for this work, or stating the balance due for such materials, supplies and labor (See sample on Page 52). The Contractor shall file with the City Engineer the Contractor's Declaration found on Page 51, stating that all claims for extra payments have been satisfactorily settled and there will be no further claims. Consent of the Contractor's surety shall also be filed. The Engineer will then certify this estimate to the City Director of Finance and the Contractor will be paid the amount of said estimate, less the amounts previously paid; excepting that the City may, at its option, reserve such amount as it may deem necessary to meet the undischarged obligations of the Contractor for materials or labor expended upon this work until such obligation shall have been paid.

Article 14 - WARRANTY MAINTENANCE

If, at any time during a one-year period from the date of payment of the final estimate, the need of any repair or replacement becomes apparent, the City will at once notify the Contractor in writing, either personally or by mail at the address given in the proposal; and if within one week after such notification the Contractor has not made the necessary repairs, the City may proceed to do the required work and to charge the cost thereof against the Contractor, excepting that in the case of a repair necessary to be made at once to protect life and property, then and in

that case the City may take immediate steps to repair or barricade such defects without notice to the Contractor.

Following the performance of any such repair work by the City, and as soon as practicable thereafter, an itemized statement of the cost of such work will be sent to the Contractor by the City. In such accounting the City shall not be held to obtain the lowest figures for the doing of the work or any part thereof, but all sums actually paid therefor shall be charged to the Contractor.

Article 15 - MICHIGAN NON-DISCRIMINATION STATUTE

It is agreed that the Contractor and his subcontractors will not discriminate against an 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 race, color, religion, national origin, age, sex, height, weight, or marital status; or because of a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the Contract.

Article 16 - LABOR LAWS AND ORDINANCES

The Contractor shall obey and abide by all laws of the State of Michigan relating to the employment of labor on public work, and all the charter provisions and ordinances of the City of Pontiac regulating or in respect to public improvements.

Article 17 - PATENTS, PATENT RIGHTS, AND TRADEMARKS

The Contractor shall indemnify, protect, defend and save the City of Pontiac, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, volunteers and others working on behalf of the City, harmless against all claims or actions brought against the City by reason of any actual or alleged infringement upon patent, trademark or service mark right in any article, material, process, machine or appliance used by him in this work.

Article 18 - WORK WITHIN RAILROAD, PRIVATE, STATE OR COUNTY RIGHTS-OF-WAY

All construction work within railroad, private, State or County highway rights-of-way shall be performed by the Contractor in accordance with the requirements of the rights-of-way agreement and of the railroad or highway department having jurisdiction; including procedures of excavating, backfilling, removing and replacing pavement, maintaining and safeguarding traffic, inspection procedures of jacking pipes and encasing pipes under railroads and highways, etc. All required construction permits and surety bonds shall be furnished by the Contractor before commencing work. At the conclusion of the work, the Contractor shall furnish a written statement from the railroads and highway departments that work in rights-of-way under their jurisdiction has been completed to their satisfaction.

Article 19 - PROTECTION AND SAFETY

19.1 Protection Against Accident

The Contractor shall put up and shall maintain during the continuance of the work such barriers, lights and other protective devices and watchmen, when necessary, as will effectively prevent any accident in consequence of his work, and he shall be liable for all accidents and damages occasioned in any way by his acts or neglect, or by the acts or neglect of his agents, employees, or workmen.

19.2 Responsibility for Damage to Work

The Contractor shall assume full responsibility for loss or damage to the work during the entire construction period resulting from caving earth and from storms, floods, frosts, and other adverse weather conditions, and from all other causes whatsoever not directly due to the acts or neglect of the City, and shall turn the finished work over to the City in good condition and repair at the time of the final estimate. This responsibility of the Contractor shall cover all these elements included as extra work under this Contract in exactly the same manner as the regular work is covered.

19.3 Responsibility for Adjoining Structures

The Contractor shall have full responsibility for the protection of all property, driveways, buildings, fences, and other structures, and their foundations, along (or near) the line of the work, and shall indemnify, defend and save harmless the City of Pontiac, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, volunteers and others working on behalf of the City, against all damages or alleged damages to any such structure arising out of his work.

No driveway shall be entirely closed to travel, even temporarily, except with the written consent of the Engineer, previously obtained. Highways must be suitably posted during the period in which construction work is in progress in them, and the Contractor shall be responsible for this precaution. Suitable bridges must be built across trenches at highway crossings to facilitate travel, and this same requirement shall apply likewise to private roadways.

19.4 Responsibility for Water Courses

The Contractor shall maintain in continuous and effective service all drains and water courses touched during the progress of the work. If it should become necessary, temporarily, to divert or obstruct the flow of any such water course or drain, written consent must first be obtained from the Engineer, and the Contractor shall assume full responsibility for the consequences.

19.5 Responsibility for Utilities

Certain underground structures and utilities have been shown as an aid to the Contractor, but the City does not guarantee their location or that other underground structures or utilities may not be encountered. It shall be the responsibility of the Contractor to make all arrangements with the owners of the respective utilities for the establishment of their location, prior to beginning the construction.

The Contractor shall assume full responsibility for the protection of all utilities, water, sewer, gas, telephone, or any other, either public or private, along or near the line of work, and will be held responsible for any damages to such utilities arising from his operations. If for the Contractor's convenience he desires that any portion of the utilities be moved to facilitate his operations, he shall make all necessary arrangements with the owner of the respective utilities, and pay all costs resulting from this work.

In cases where utilities, water, sewer, gas, telephone or any other, either public or private, are directly in the line of the structures being constructed, such as those being within the permissible limits of a sewer excavation or pavement excavation, and the City deems it necessary that the said utility be moved, the said company or companies, agents or superintendents will be notified by the City Engineer to remove the same within a specified time. The Contractor shall not interfere with said utility or any portion thereof until the expiration of the time specified in said notice. The Contractor will not be held responsible for any costs resulting from this work.

In all cases where there is a dispute between the Contractor and the owner of the respective utility as to necessity of moving or repairing same within City-owned right of way, the City Engineer shall make the final decision in the matter, which decision shall be binding on the respective parties, and order the respective parties to proceed accordingly.

19.6 Protection of Trees and Shrubbery

The Contractor shall take ample precautions to protect all trees and ornamental shrubbery from injury by workmen, teams, or other agencies connected with his work. Such trees or shrubbery shall be surrounded by protective posts or fencing before construction work begins if, in the judgment of the Engineer, such precautions are necessary.

19.7 Protection of Reference Points

The Contractor shall carefully preserve monuments, bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

19.8 Removal of Water

The Contractor shall provide all necessary pumps, pipes, drains, ditches, dikes, and other means for adequately protecting the work from damage by water, and he shall so protect it during the entire construction period. No direct payment will be made to the Contractor for removing or pumping water, or for any of the means employed in protecting the work against damage by water, but compensation therefor shall be considered as being included in the unit prices fixed in this Contract for the several structures.

Water pumped or delivered from trenches and excavations shall be disposed of in such manner as will not injure the public health, nor damage public or private property, nor injure any work complete or in progress.

19.9 Dust Control

The Contractor shall apply water or dust palliative, or both, for the alleviation or prevention of dust nuisance caused by his operations. Dust control operations shall be performed by the Contractor at the time ordered by the Engineer, but failure of the Engineer to issue such order will not relieve the Contractor of his responsibility.

Such dust control materials shall be applied as often as is necessary to control the dust. The use of road oils and waste oils to control dust is prohibited unless authorized by the Engineer.

No direct payment will be made for any such work performed or material used to control dust under this Contract.

19.10 Control of Noise

The Contractor shall eliminate noise to as great an extent as possible at all times. Air compressors shall be equipped with silencers, and the exhaust of all gasoline motors and other power equipment shall be provided with mufflers. In the vicinity of hospitals, libraries and schools, special precautions shall be taken to avoid noise and other nuisance, and the Contractor shall require strict observances of all pertinent ordinances and regulations. Any blasting permitted in such locations shall be done with reduced charges.

19.11 Erosion Control

The Contractor shall comply with the Soil Erosion and Sedimentation Control Act, Act 347 of 1972, as amended by Act 197, Public Acts of 1974 and local City or County soil erosion control programs. Also, should the local agency determine that the construction operation is in violation of the act and cites the City, the Contractor shall take immediate action, as directed by the City, to insure compliance with the Act.

19.12 First Aid

The Contractor shall at all times provide a satisfactory first aid kit at the job site. Emergency phone numbers for police, doctors, and emergency vehicles shall also be kept in the first aid kit.

19.13 Ventilation and Safety in Gas

Positive and approved means shall be provided by the Contractor for the detection of gas in existing sewers. If gas is encountered and cannot be removed by natural ventilation, then ventilating equipment of sufficient capacity and suitable type to adequately and quickly dilute the gas shall be promptly installed and operated. In all work where gas is present, no flame or other open light shall be used on the work. The Contractor shall be required to enforce a "no smoking" ban on all workmen present.

19.14 Sanitary Regulations

The Contractor shall provide for his employees an abundant and convenient supply of drinking water, taken from the City mains or from some other safe and wholesome source, and shall give orders against the use for drinking purposes of any other water in the neighborhood known to be prejudicial to the health of the workers.

The Contractor shall provide at convenient points, properly secluded from observation, a sufficient number of sanitary conveniences, and shall maintain them strictly without nuisance and without offense to the public or to residents in the vicinity of the work. The number, location, character and conditions of maintenance of these utilities must at all times be such as will meet the approval of the Engineer.

Article 20 - CLEANING UP

Upon completion of the actual work of construction, the Contractor shall clean up and leave in neat condition all the premises which he has occupied during the construction period. Before the time of the final estimate, the Contractor shall remove from the premises all surplus excavation, debris, and rubbish, and all unused materials, together with all tools and equipment, or shall deposit them at such points and in such manner as the Engineer may require.

Before leaving the grounds, he shall replace or put in good repair all fences, telephone poles and lines, roadways, and other property that may have been damaged by him during the progress of the work. Damage to crops within the limits of the right-of-way or street will be paid by the City, but the Contractor must assume responsibility for all damages outside of this right-of-way.

Article 21 - PROGRESS SCHEDULE

The CONTRACTOR shall submit a Progress Schedule to the City for review and approval prior to the commencement of construction on a particular location.

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period of _____
to _____ A.D., 20 _____, performed any work, furnished
any material, sustained any loss, damage or delay for any reason, including soil conditions
encountered or created, or otherwise done anything for which I shall ask, demand, sue for, or
claim compensation from the City of Pontiac or his agents, in addition to the regular items set
forth in the contract named or numbered **City Wide Roadway Maintenance Program** and
dated _____ A.D., 20 _____, for _____

executed between myself and the City of Pontiac, and in the Change Orders for work issued by
the City in writing as provided thereunder, except as I hereby make claim for additional
compensation and/or extension of time as set forth on the itemized statement attached hereto.

There (is) (is not) an itemized statement attached.

Date: _____

By: _____

Title: _____

CONTRACTOR'S AFFIDAVIT

STATE OF MICHIGAN)
)SS
COUNTY OF)

The undersigned _____, hereby represents that on _____, he (it) was awarded a contract by the City of Pontiac, hereinafter called the Owner, to _____

_____ in accordance with the terms and conditions of Contract **City Wide Roadway Maintenance Program** and the undersigned further represents that the subject work has now been accomplished and the said contract has now been completed.

The undersigned hereby warrants and certifies that all of his (its) indebtedness arising by reason of the said contract has been fully paid or satisfactorily secured; and that all claims from subcontractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from the performance of the said contract, have been fully paid or satisfactorily settled. The undersigned further agrees that, if any such claim should hereafter arise he (it) shall assume responsibility for the same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts, on this _____ day of _____ A.D. 20 _____.

Contractor: _____
By: _____
Title: _____

Subscribed and sworn and to before me, a Notary Public in and for _____ County, Michigan, on this _____ day of _____ A.D. 20 _____.

Notary Public
My Commission expires: _____

**NOTICES TO BIDDERS,
SPECIFICATIONS
AND
SPECIAL PROVISIONS**

CITY OF PONTIAC
NOTICE TO BIDDERS
GENERAL REQUIREMENTS
1 of 1

NFE: CLF

02/20/08

All work shall be done in accordance with the City of Pontiac Standard Details and the Michigan Department of Transportation 2020 Standard Specifications for Construction and the latest revisions to the Standard Details as published by MDOT except as specifically modified in the Contract Documents

CITY OF PONTIAC
NOTICE TO BIDDERS

JOB SITE SAFETY

1 of 1

NFE:CLF

02/20/08

Neither the professional activities of the Engineer, nor the presence of the Engineer or its employees and consultants at, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction Contractor or other entity or their employees in connection with their work or any health or safety precautions. The Contractor agrees that the Contractor is solely responsible for job site safety. The Contractor also agrees, to the extent permitted by law, that the Owner, Engineer and Engineer's consultants shall be indemnified by the Contractor for claims, demands, damages, judgments, losses, interest, attorney's fees, litigation costs and expenses of any kind, at any time, for bodily injury and or property damage, arising out of or in any way connected to the Contractor's work or acts related to the Project. The Contractor also agrees that the Owner, Engineer and Engineer's consultants shall be made additional insureds under the Contractor's general liability insurance policy.

CITY OF PONTIAC
NOTICE TO BIDDERS

UTILITY COORDINATION
1 of 1

NFE: JCK

2021-04-26

Description

The Contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.07 of the 2020 MDOT Standard Specifications for Construction. In addition, for the protection of underground utilities, the Contractor shall follow the requirements in Section 107.12 of the 2020 MDOT Standard Specifications for Construction. Contractor delay claims, resulting from a utility, will be determined based upon Section 109.03 of the 2020 MDOT Standard Specifications for Construction.

The following public utilities have facilities located within the right-of-way:

Electric - Distribution:

DTE Energy
1530 Trombly Street
Detroit, MI 48211
Contact: Laura Toporowski 630-336-2020

Telephone:

AT&T
54 N. Mill Street
Pontiac, MI 48342
Contact: Matt Silwa 248-877-0762

Gas:

Consumers Energy
4600 Coolidge Hwy
Royal Oak, MI 48073
Contact: Ernie Martyniuk 248-433-5868

Cable Television:

Comcast Cable
25626 Telegraph Rd
Southfield, MI 48033
Contact: Michael Marlow 248-809-2765

Water Main & Sanitary Sewer:

Oakland County W.R.C.
1 Public Works Dr
Waterford, MI 48328
Contact: Rick DeVisch 248-858-4939
Contact: Amy Ploof 248-452-2271

Electric – Community Lighting:

DTE Energy
15600 19 Mile Rd
Clinton Twp, MI 48038
Contact: Reggie Brown 586-412-3207

Storm drain, water main and street lighting improvements shall be constructed as identified in the construction plans or specifications.

On all projects: “Three Working Days before you Dig – Call MISS DIG (800)482-7171”

Existing service facilities, which are located within grading or structure limits, will be moved or adjusted by the owners to locations or elevations designated by the Engineer or will be removed entirely from the right of way. Owners of public utilities will not be required by the City to move additional poles or structures in order to facilitate the operation of construction equipment unless it is determined by the Engineer that such poles or structures constitute a hazard to the public or are extraordinarily dangerous to the Contractor’s operations.

CITY OF PONTIAC
SPECIAL PROVISION
FOR
USE OF CITY WATER
1 of 1

NFE: JCK
Revised: JAC

03/07/2018
05/19/2021

DESCRIPTION

The water distribution system is owned by the Oakland County Water Resource Commissioner (OCWRC), and is available for use by the Contractor. The Contractor MUST apply for and have a permit for water use in the possession of the individual taking the water from the City system. Unauthorized use will not be permitted. The Oakland County Sheriffs has been instructed to halt unauthorized use of city water.

The Contractor is advised to contact the Oakland County Water Resources Commissioners Office to ascertain the procedures for obtaining a permit and for paying the required fees for such use.

MEASUREMENT AND PAYMENT

The permit fee for water use is the Contractor's responsibility. These fees shall be considered incidental to the project and shall not be paid for separately.

**SPECIAL PROJECT NOTES,
SUPPLEMENTAL SPECIFICATIONS**

CITY OF PONTIAC
SPECIAL PROJECT NOTES

1 of 2

NFE: JAC

06/14/22

The scope of work required for the **CITY WIDE ROADWAY MAINTENANCE PROGRAM** shall be described in the Supplemental Specifications in this section. The Contractor will provide all labor, equipment, and materials for the requested work under the different levels of contract work. All workmanship and materials shall be in accordance with the Michigan Department of Transportation 2020 Standard Specifications for Construction, Standard Plans, Special Details, Supplemental Specifications, Special Provisions, City of Pontiac Standards and Details for Construction. shall be performed per the 2020 MDOT Standards and Specifications for Construction.

This contract length for this program shall be three (3) years. The City reserves the right to extend the program an additional two (2) years with the Contractor, at their discretion.

Request

All firms or individuals responding to this Bid must submit complete responses to the information requested in this section and must note any exceptions to any information contained in the Bid. Bids will be evaluated based upon the requested criteria and be awarded to the lowest responsible bidder, as determined by the City. Bids should be present information in a clear concise manner, following the format indicated below. Responses to this section shall be typewritten in a font not smaller than 11 point and may be double or single sided on standard 8 ½" x11" paper.

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

- Name, telephone number, address, e-mail and fax number of the individual designated to receive all official correspondence relating to the project.
- Provide a copy of State of Michigan License for the corporation or company and an individual license.
- Provide organizational documents for the firm such as bylaws and operating agreement (if applicable).
- Provide a list of which staff members will be responsible for the project, include a brief resumes and proof of appropriate training and relevant certificates and licenses for each.
- Provide insurance as required.
- Provide a detailed description of any litigation resulting from use of the firm's services.
- Provide a statement on the notification time necessary to begin execution of the desired services.

The Contractor will provide all labor and material for the following service work:

- Perform all road work in accordance with the Michigan Department of Transportation (MDOT) 2020 Standard Specifications for Construction, Standard Plans, Special Details, Supplemental Specifications, Special Provisions, City of Pontiac Standards and Details for Construction, MMUTCD, work items listed in the "Proposal".
- Provide material certification and Quality Control (QC) and Quality Assurance (QA) testing in accordance with the MDOT specifications.

CITY OF PONTIAC

SPECIAL PROJECT NOTES

2 of 2

- Perform all workmanship and materials for soil erosion, sanitary sewer covers and adjustments, gate valve and gate well covers and adjustments shall be in accordance with Oakland County Water Resource Commissioners Standards, Details, and Specifications; and the Oakland County Water Resource Commissioners Soil Erosion Control permit.
- Provide all local traffic access to residents along each City street for the duration of the project unless the City of Pontiac approves any closure.
- The Contractor shall cooperate and coordinate construction activities with the Owners of utilities as stated in Section 104.08 of the 2020 Michigan Department of Transportation (MDOT) Standard Specifications for Construction. In addition, for the protection of underground utilities, the Contractor shall follow the requirements in Section 107.12 of the 2020 MDOT Standard Specifications for Construction, and the Oakland County Water Resources Commissioner and the technical specifications included in these bid documents. Contractor delay claims, resulting from a utility will be determined based upon Section 109.05E of the 2020 MDOT Standard Specifications for Construction.

The City of Pontiac is the governing agency and any reference to the Michigan Department of Transportation shall be interpreted as the City of Pontiac. Unit Prices are required for all items in each part of the Proposal.

CITY OF PONTIAC

SUPPLEMENTAL SPECIFICATIONS

1. **Remove and Replace 4-inch Sidewalk (Residential)**

Removal and disposal of existing sections of concrete sidewalk as directed by the City Engineer and replace with concrete sidewalk with a minimum thickness of four (4") inches, including the installation of full depth, full width expansion joints, contraction joints, all grading, exploratory excavations, traffic control, sawcutting, demolition, and all associated appurtenant work as required by the Michigan Department of Transportation (MDOT) 2020 Standard Specifications, The City of Pontiac Contract Documents, Engineering Design Standards and Standard Paving Details.

2. **Remove and Replace 6-inch Sidewalk (Residential and adjacent to driveways)**

Removal and disposal of existing sections of concrete sidewalk as directed by the City Engineer and replace with concrete sidewalk with a minimum thickness of six (6") inches, including the installation of full depth, full width expansion joints, contraction joints, all grading, exploratory excavations, traffic control, sawcutting, demolition, and all associated appurtenant work as required by the Michigan Department of Transportation (MDOT) 2020 Standard Specifications, The City of Pontiac Contract Documents, Engineering Design Standards and Standard Paving Details.

3. **Remove and Replace 9-inch Sidewalk (Commercial/Industrial adjacent to driveways)**

Removal and disposal of existing sections of concrete sidewalk as directed by the City Engineer and replace with concrete sidewalk with a minimum thickness of six (6") inches, including the installation of full depth, full width expansion joints, contraction joints, all grading, exploratory excavations, traffic control, sawcutting, demolition, and all associated appurtenant work as required by the Michigan Department of Transportation (MDOT) 2020 Standard Specifications, The City of Pontiac Contract Documents, Engineering Design Standards and Standard Paving Details.

4. **Remove Sidewalk and Replace with ADA Ramp with Detectable Warning**

Removal and disposal of existing sections of concrete sidewalk as directed by the City Engineer and install concrete ADA ramp with a minimum thickness of six (6") inches including the installation of detectable warning plates, full depth, full width expansion joints, contraction joints, all grading, exploratory excavations, disposal of excavated materials, traffic control, sawcutting, demolition, and all associated appurtenant work as required by the Michigan Department of Transportation (MDOT) 2020 Standards Specifications, The City of Pontiac Contract Documents, Engineering Design Standards and Standard Paving Details

5. **Remove and Replace Concrete Driveway Approach, 6-inch (Residential)**

Removal and disposal of existing concrete approach as directed by the City Engineer and replace with concrete sidewalk with a minimum thickness of six (6") inches, including the installation of full depth, full width expansion joints, contraction joints, all grading, exploratory excavations, traffic control, sawcutting, demolition, and all associated appurtenant work as required by the Michigan Department of Transportation (MDOT) 2020 Standard Specifications, MDOT Frequently Used Special Provisions Listed in Appendix A, and The City of Pontiac Contract Documents, Engineering Design Standards and Standard Paving Details.

6. **Remove and Replace Concrete Driveway Approach, 9-inch (Commercial/Industrial)**

Removal and disposal of existing concrete approach as directed by the City Engineer and replace with concrete sidewalk with a minimum thickness of nine (9") inches, including the installation of full depth, full width expansion joints, contraction joints, all grading, exploratory excavations, traffic control, sawcutting, demolition, and all associated appurtenant work as required by the

Michigan Department of Transportation (MDOT) 2020 Standard Specifications, The City of Pontiac Contract Documents, Engineering Design Standards and Standard Paving Details.

7. Restoration

Placement of topsoil, suitable for grass seed, per MDOT standards as directed by the City Engineer and maintenance of seeded areas including watering and fertilizing as necessary for established growth for a period of up to two (2) months, including all grading, compaction, exploratory excavations, preparation for planting and all associated appurtenant work as required by the Michigan Department of Transportation (MDOT) 2020 Standard Specifications, The City of Pontiac Contract Documents, Engineering Design Standards and Standard Paving Details.

8. Remove and Replace Concrete Curb and Gutter

Removal and replacement of existing concrete curb and gutter as directed by the City Engineer, including removal and disposal of existing concrete curb and gutter, installation of new curb and gutter to match the cross section of the existing adjacent curb and gutter, all grading, exploratory excavations, street reconstruction, traffic control, signing, sawcutting, demolition, and all associated appurtenant work as required by the Michigan Department of Transportation (MDOT) 2020 Standard Specifications, The City of Pontiac Contract Documents, Engineering Design Standards and Standard Paving Details.

9. Remove HMA Surface

Remove existing Hot Mix Asphalt (HMA) to the full depth to existing base course to the width and size as directed by the City Engineer, including disposal of removed HMA, all grading, exploratory excavations, street reconstruction, traffic control, signing, striping, sawcutting, demolition, and all associated appurtenant work as required by the Michigan Department of Transportation (MDOT) 2020 Standard Specifications, The City of Pontiac Contract Documents, Engineering Design Standards and Standards Paving Details

10. Cold Mill HMA Surface, 6" Thickness or Less

Remove existing Hot Mix Asphalt (HMA) to the depth, width and grade and cross section as directed by the City Engineer, using suitable cold-milling machines per MDOT standards including disposal of all removal material, all grading, exploratory excavations, street reconstruction, traffic control, signing, striping, sawcutting, demolition and all associated appurtenant work as required by the Michigan Department of Transportation (MDOT) 2020 Standard Specifications, The City of Pontiac Contract Documents, Engineering Design Standards and Standard Paving Details.

11. Install New HMA 5EMH, Overlay

Install hot mix asphalt pavement (HMA) to the depth width, grade and cross section as directed by the City Engineer including bond coat, exploratory excavations, traffic control, signing, striping, demolition, and all associated appurtenant work as required by the Michigan Department of Transportation (MDOT) 2020 Standard Specifications, The City of Pontiac Contract Documents, Engineering Design Standards and Standard Paving Details.

12. Install New HMA 5EMH, Leveling/Base Course

Install hot mix asphalt pavement (HMA) to the depth, width, grade and cross section as directed by the City Engineer including exploratory excavations, traffic control, signing, striping, demolition, and all associated appurtenant work as required by the Michigan Department of Transportation (MDOT) 2020 Standard Specifications, The City of Pontiac Contract Documents, Engineering Design Standards and Standard Paving Details.

13. Install HMA Hand Patching, 5EMH

Install hot mix asphalt pavement (HMA) to the depth, width, grade and cross section as directed by the City Engineer including bond coat, exploratory excavations, traffic control, signing, striping, demolition, and all associated appurtenant work as required by the Michigan Department of

Transportation (MDOT) 2020 Standard Specifications, The City of Pontiac Contract Documents, Engineering Design Standards, and Standard Paving Details.

14. Remove and Replace Concrete Pavement, 9 in., Non-Reinforced

Removal, disposal and replacement of concrete pavement to the depth, width, grade and cross section as directed by the City Engineer including installation of full depth, full width expansion joints, the installation of expansion joints sawed full depth with expansion paper, backer rod and hot rubber sealer, including all grading, exploratory excavations, traffic control, signing, striping, sawcutting, demolition, and all associated appurtenant work as required by the Michigan Department of Transportation (MDOT) 2020 Standard Specifications, The City of Pontiac Contract Documents, Engineering Design Standards and Standard Paving Details.

15. Epoxy Anchored Lane Ties

Furnish and install epoxy anchored lane ties in the diameter and length described for the intended use and detailed in the Michigan Department of Transportation (MDOT) 2020 Standard Specifications, The City of Pontiac Contract Documents, Engineering Design Standards and Standard Paving Details.

16. Aggregate Base, 21AA, 6" Limestone

Place aggregate base to the depth, width, grade and cross section as directed by the City Engineer including all site preparation, grading, compacting, exploratory excavations, traffic control, signing, striping and all associated appurtenant work as required by the Michigan Department of Transportation (MDOT), The City of Pontiac Contract Documents, Engineering Design Standards, and Standard Paving Details.

17. Aggregate Base, 21AA, 6" Crushed Concrete

Place aggregate base to the depth, width, grade and cross section as directed by the City Engineer including all site preparation, grading, compacting, exploratory excavations, traffic control, signing, striping and all associated appurtenant work as required by the Michigan Department of Transportation (MDOT), The City of Pontiac Contract Documents, Engineering Design Standards, and Standard Paving Details.

18. Subgrade Undercutting, 21AA, Crushed Concrete

Excavate to the depth, width, grade and cross section as directed by the City Engineer including all site preparation, disposal of excavated material, grading, compaction, re-compaction, exploratory excavations, traffic control, signing, striping and all associated appurtenant work as required by the Michigan Department of Transportation (MDOT), The City of Pontiac Contract Documents, Engineering Design Standards, and Standard Paving Details.

Storm Sewer Items

NOTE: ALL DRAINAGE STRUCTURE FRAMES AND COVERS REQUIRED WITHIN THIS CONTRACT WILL BE FURNISHED BY THE CITY OF PONTIAC, UNLESS PRIOR ARRANGEMENTS WITH THE CONTRACTOR ARE MADE.

19. Drainage Structure Repair-2'-4' Dia.

Complete repairs as directed by the City Engineer to existing catch basin structure including all site preparation, disposal of excavated material, grading, re-compaction, exploratory excavations, traffic control, signing, striping, sawcutting and removal of existing pavement as necessary for the repairs, demolition and all associated appurtenant work as required by the City of Pontiac Contract Documents, Engineering Design Standards and Standard Storm Sewer Details.

20. Replace Existing Drainage Structure, 2' Dia.

Remove and dispose of the existing catch basin structure and replace with new precast concrete or with materials detailed in the City of Pontiac's details for drainage structures including all site preparation, disposal of excavated material, grading, re-compaction, exploratory excavations, traffic control, signing, striping, sawcutting and removal of existing pavement as necessary for the installation, demolition, and all associated appurtenant work as required by the City of Pontiac Contract Documents, Engineering Design Standards and Standard Storm Sewer Details.

21. Replace Existing Drainage Structure, 4' Dia, 8' or less Depth.

Remove and dispose of the existing catch basin structure and replace with new precast concrete or with materials detailed in the City of Pontiac's details for drainage structures including all site preparation, disposal of excavated material, grading, re-compaction, exploratory excavations, traffic control, signing, striping, sawcutting and removal of existing pavement as necessary for the installation, demolition, and all associated appurtenant work as required by the City of Pontiac Contract Documents, Engineering Design Standards and Standard Storm Sewer Details.

22. Replace Existing Drainage Structure, 4' Dia., 8'-15' Deep

Remove and dispose of existing catch basin structure and replace with new precast concrete or with materials details in the City of Pontiac's details for drainage structures including all site preparation, disposal of excavated material, grading, re-compaction, exploratory excavations, traffic control, signing, striping, sawcutting and removal of existing pavement as necessary for the installation, demolition, and all associated appurtenant work as required by the City of Pontiac Contract Documents, Engineering Design Standards and Standard Storm Sewer Details.

23. Drainage Structure Cover Adjustment (raise/lower), Case 1

Adjust existing utility cover and cover frame including manhole covers and catch basin grates to the grade as directed by the City Engineer including all site preparations, disposal of excavated material, grading exploratory excavations, traffic control, signing, striping, sawcutting, demolition, and all associated appurtenant work as required by the City of Pontiac Contract Documents, Engineering Design Standards, Standard Paving Details, Standard Storm Sewer Details and respective utility standard details.

24. Drainage Structure Cover Adjustment (raise/lower), Case 2

Adjust existing utility cover and cover frame including manhole covers and catch basin grates to the grade as directed by the City Engineer including all site preparations, disposal of excavated material, grading exploratory excavations, traffic control, signing, striping, sawcutting, demolition, and all associated appurtenant work as required by the City of Pontiac Contract Documents, Engineering Design Standards, Standard Paving Details, Standard Storm Sewer Details and respective utility standard details

25. Storm Sewer Replacement – 12-inch Diameter RCP

Removal and disposal of existing storm sewer and install new twelve (12)-inch diameter reinforced concrete pipe (RCP) including all site preparation, excavation, trench reinforcement, grading, compaction, exploratory excavations, traffic control, signing, striping, demolition of the storm sewer and all associated appurtenant work as required by the City of Pontiac Contract Documents, Engineering Design Standards and Standard Storm Sewer Details.

26. Storm Sewer Replacement – 18-inch Diameter RCP

Removal and disposal of existing storm sewer and install new eighteen (18)-inch diameter reinforced concrete pipe (RCP) including all site preparation, excavation, trench reinforcement, grading, compaction, exploratory excavations, traffic control, signing, striping, demolition of the storm sewer and all associated appurtenant work as required by the City of Pontiac Contract Documents, Engineering Design Standards and Standard Storm Sewer Details.

27. Storm Sewer Replacement – 21-inch Diameter RCP

Removal and disposal of existing storm sewer and install new twenty-one (21)-inch diameter reinforced concrete pipe (RCP) including all site preparation, excavation, trench reinforcement, grading, compaction, exploratory excavations, traffic control, signing, striping, demolition of the storm sewer and all associated appurtenant work as required by the City of Pontiac Contract Documents, Engineering Design Standards and Standard Storm Sewer Details.

28. Storm Sewer Replacement – 24-inch Diameter RCP

Removal and disposal of existing storm sewer and install new twenty-four (24)-inch diameter reinforced concrete pipe (RCP) including all site preparation, excavation, trench reinforcement, grading, compaction, exploratory excavations, traffic control, signing, striping, demolition of the storm sewer and all associated appurtenant work as required by the City of Pontiac Contract Documents, Engineering Design Standards and Standard Storm Sewer Details.

MAINTAIN TRAFFIC

This work shall be done in accordance with Section 802 of the 2020 MDOT Standard Specifications for Construction except as follows:

The Contractor shall furnish, install and maintain all necessary traffic control devices as required in the appropriate section of the Manual on Uniform Traffic Control Devices (2013 Michigan MUTCD), or as called for by the Field Engineer.

When conditions are such to warrant variations from this requirement, the exact procedure to be followed shall be approved by the Engineer before such procedure is put into effect.

The Contractor shall be responsible for furnishing and placing all construction signs, barricades and barriers necessary within the project limits to safely complete the project in accordance with the Michigan Manual of Uniform Traffic Control Devices and/or as specified by the Field Engineer or City of Pontiac.

The Contractor shall confer with and keep the Police Department Fire Department, School Bus Operators, US Postal Service and Waste Collection operators serving the municipality fully informed as to street closures/detours for construction purposes.

Signs and barricades MUST be furnished, lighted and operated in order to receive payment for this item. The Engineer may require additional signs and/or barricades to be furnished, lighted and operated if, in the opinion of the Engineer, additional signs and/or barricades are required.

The Contractor shall maintain reasonable access to all residences and businesses except as my be determined by the Engineer.

The complete work of Maintain Traffic and Construction Signing will be part of the unit price for the item of work performed. There will be no Extras issued or negotiated for any additional maintenance of traffic for any work performed under this contract.

RESTORATION

This work shall be done in accordance with Division 8, Section 816 of the 2020 MDOT Standard Specifications for Construction and shall consist of the following:

All disturbed areas within the construction influence area shall be carefully prepared for two (2) inches of topsoil. Upon completion of the preparation and placement of the 2 inches of topsoil, place seeding of MDOT seed Mix TUF at the rate detailed in Table 816-1.

Anchor Mulch application procedures and rates shall meet the requirements as established in Section 816 of the 2020 MDOT Standard Specifications for Construction.

All materials shall be selected from MDOT's Qualified Products List.

The payment for the completed and accepted work shall be part of the unit price for the item of work performed. There will be no Extras issued or negotiated for any additional restoration for any work performed under this Contract.

NOTE: ALL AREAS DISTURBED MUST BE COMPLETED AND ACCPETED BEFORE ANY PAYMENT IS APPROVED FOR THIS WORK.

#19

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: The Honorable Pontiac City Council

FROM: Alexandra Borngesser, Grants

DATE: August 4, 2022

RE: **Resolution to approve The City of Pontiac's submission of the grant application titled "Pontiac Arts Commission Strategic Planning" to the Michigan Arts and Culture Council Professional or Organization Development Minigrant (POD) Program in the amount of \$1,500.**

The Executive Office of Mayor Tim Greimel kindly requests the approval of The City of Pontiac's submission of a grant application "Pontiac Arts Commission Strategic Planning" to the Michigan Arts and Culture Council Professional or Organization Development Minigrant (POD) Program in the amount of \$1,500. The Pontiac Arts Commission aspires to be a premier commission of arts and culture programming in the City of Pontiac. In an effort to think strategically and implement best practices in planning, budgeting, and fund management, the Pontiac Arts Commission is seeking professional and organizational development consulting.

The Pontiac Arts Commission is an extension of City operations per the City's Charter. As such, it is imperative that the Arts Commission act in accordance with City policy and procedure. With the proper training and organizational development, the arts commission will be better equipped to plan for future programming years with foresight and projected revenue that will allow for expanded services and events. If awarded, this funding will provide resources to hire a consultant to guide the Pontiac Arts Commission through the process of building a 3-year strategic plan and budget. The objective of this work will be to outline clear goals for both programming and funding needs.

The Michigan Arts and Culture Council Professional or Organization Development Minigrant (POD) Program grant awards must be matched on a 1:4 (25% match) basis with a cash and/or in-kind match. Grants awarded must not exceed 75% of total project cost up to \$1,500. The 25% required match will be provided by way of the City of Pontiac Fund (Pontiac Community Foundation Fiscal Sponsorship).

Resolution on Following Page



RESOLUTION TO APPROVE THE CITY OF PONTIAC'S SUBMISSION FO THE GRAN APPLICATION TITLED, "PONTIAC ARTS COMMISSION STRATEGIC PLANNING" TO THE MICHIGAN ARTS AND CULTURE COUNCIL PROFESSIONAL OR ORGANIZATION DEVELOPMENT MINIGRAN PROGRAM IN THE AMOUNT OF \$

WHEREAS, the City of Pontiac desires to submit an application titled "Pontiac Arts Commission Strategic Planning" to the Michigan Arts and Culture Council Professional or Organization Development Minigrant (POD) Program in the amount of \$1,500;

WHEREAS, the Grant Program requires that the City of Pontiac certify compliance with all Grant Program requirements, including commitment to all project cost overruns.

NOW THEREFORE BE IT RESOLVED that The City of Pontiac hereby approves participation in the Michigan Arts and Culture Council Professional or Organization Development Minigrant (POD) Program and authorizes the submission of an application for \$1,500.

BE IT FURTHER RESOLVED that The City of Pontiac acknowledges and certifies compliance with all grant program requirements, including all project cost overruns.

BE IT FURTHER RESOLVED that The City of Pontiac shall make a local match through funds raised to the Pontiac Community Foundation - City of Pontiac Fund.

BE IT FURTHER RESOLVED that Mayor Tim Greimel is authorized to sign all grant-related documents on behalf of The City of Pontiac in relation to this grant award.

#20

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: The Honorable Pontiac City Council

FROM: Khalfani Stephens, Deputy Mayor

CC: Timothy Greimel, Mayor

DATE: August 4th, 2022

RE: Resolution to place a ballot question to restore the charter established tax millage rate and provide new additional millage

As presented at a council meeting earlier this year, the Headlee amendment (MCL 211.34d) causes the levied millages of Michigan governmental units to lower as the taxable value of properties increases. These “Headlee rollbacks” effectively mean that the municipality cannot “grow” its way to prosperity. Although newly constructed properties are exempt from the rollback, all properties already on the tax rolls are subject to this. In our current fiscal year, the Headlee amendment resulted in lost tax revenue of approximately \$1,218,038. These funds could have been spent on parks, roads, blight removal, public safety, etc. The estimated impact on the average Pontiac owner occupied home is an additional \$34.40 per year.

Resolution on Following Page

CITY OF PONTIAC
PONTIAC CITY COUNCIL

A RESOLUTION TO PLACE A BALLOT QUESTION TO
RESTORE THE CHARTER-ESTABLISHED TAX MILLAGE
RATE AND PROVIDE NEW ADDITIONAL MILLAGE

WHEREAS, pursuant to the Pontiac City Charter at Section 5.405, the City of Pontiac may collect up to 10.0 mills of general operating property taxes and an additional 2.0 mills for fire services; and

WHEREAS, pursuant to MCL 211.34d (the Headlee Amendment), the foregoing 12.0 mills have been reduced over several years to 10.9132 mills; and

WHEREAS, the voters of the City of Pontiac may approve a Headlee Amendment override, which would allow the City to collect the full 12.0 mills; and

WHEREAS, the City of Pontiac City Council desires to request the City of Pontiac voters to review a potential Headlee Amendment override at the November, 2022 general election; and

WHEREAS, the Pontiac City Attorney has recommended the following ballot language:

RESTORATION OF PONTIAC OPERATING MILLAGE RATE

To support the general operations and fire services of the City of Pontiac, shall the City of Pontiac be authorized to impose an increase of 1.0868 (\$1.09 per \$1,000 of taxable value), for a period of ten (10) years (2023-2032) inclusive, as new additional millage in excess of the limitation imposed by MCL 211.34d to restore additional millage previously authorized by Charter as reduced by operation of the Headlee amendment? Such millage, if fully levied, would raise an estimated \$1,218,038 in the first year.

[All amounts levied under this millage on property located outside of certain Tax Increment Financing, Brownfield and Land Bank Authority jurisdictions will be disbursed directly to the City of

Pontiac. Michigan law requires that certain amounts levied under this millage on property located within the referenced Tax Increment Financing, Brownfield and Land Bank Authority jurisdictions be disbursed to these authorities. Total disbursement to these authorities is estimated to account for less than 15% of total millage revenue.]

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Pontiac City Council hereby approves and authorizes the placement of a millage request of 1.0868 mills for a period of 10 (ten) years, 2023-2032, inclusive, on the November 2022 general election ballot.
2. The Pontiac City Council approves the above-referenced ballot language.
3. Further, the Mayor and City Clerk are directed and authorized to take all necessary action to effectuate the foregoing.

PASSED AND APPROVED BY THE CITY COUNCIL, Pontiac, Michigan, this _____ day of August, 2022.

AYES: _____

NAYS: _____

I, Garland Doyle, Clerk of the City of Pontiac, hereby certify that the above Resolution is a true copy and accurate copy of the Resolution passed by the City Council of the City of Pontiac on August ____, 2022.

GARLAND DOYLE, City Clerk

#23

COMMUNICATION



WRC

WATER RESOURCES COMMISSIONER

Jim Nash

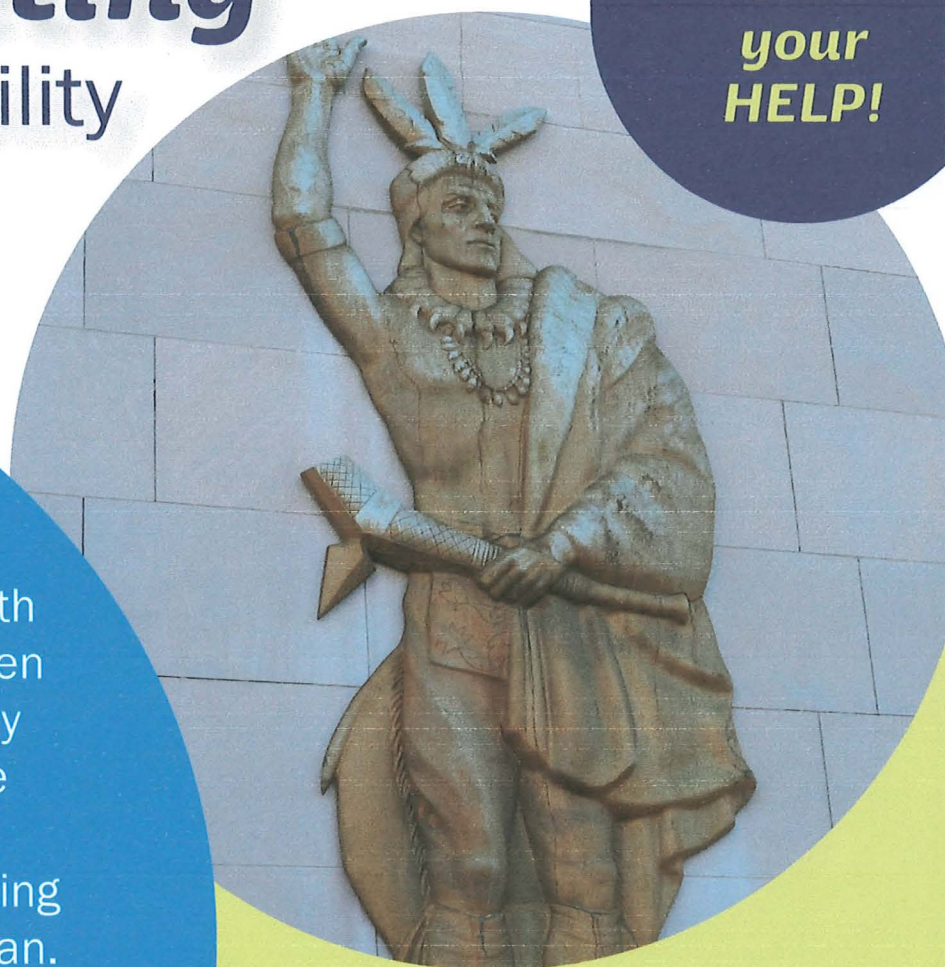
Pontiac Town Hall Meeting

Water Affordability

**We
need
your
HELP!**

Over the past year our office, in partnership with community leaders, has been creating a water affordability plan. It is our goal to ensure access to quality water is available to all. We are looking for input from you on our plan.

Join us at our town hall meeting to discuss. For details, visit oakgov.com/affordability.



Thursday, August 11

7 p.m.

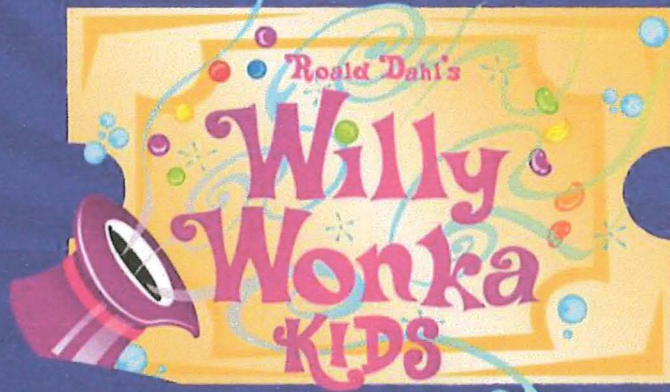
Pontiac City Hall

**47450 Woodward Ave,
Pontiac, MI 48342**

#25

COMMUNICATION

START
Youth Theatre



Buy your Golden Ticket here!

\$15 adults
\$10 students K-12



Friday, August 12th: 7pm

Saturday, August 13th: 2pm

Flagstar Strand Theatre
12 N Saginaw St, Pontiac, MI 48342
flagstarstrand.com 248.309.6445

Words and Music by
Leslie Bricusse and Anthony Newly

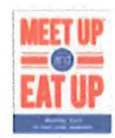
Adapted for the Stage by
Leslie Bricusse and Timothy A. McDonald

Based on the book
Charlie and the Chocolate Factory
by **Roald Dahl**

ROALD DAHL'S WILLY WONKA KIDS

is presented through special arrangement with Music Theatre International (MTI). All authorized performance materials are also supplied by MTI. www.MTIShows.com

Special thanks to our sponsors:



Start : Strand Theatre Art is the education branch of Encore Performing Arts Center a 501(c)3 nonprofit organization. Tax ID 46-4811446

#26

COMMUNICATION



KEEP GROWING WITH COMMUNITY



2022 Market Dates

Join Us
Sundays

1:00pm -4:00pm

Location:
11 N. Saginaw
Downtown Pontiac

May 22

June 19

July 17

August 14

September 18

October 16

October 30

(Healthy Halloween)



Donate today to help

 Cash App  PayPal

 @PontiacMIFarmersMarket

Visit our Website for more info

www.pontiacfarmersmarket.org

#27

COMMUNICATION

NONPROFIT MANAGEMENT CERTIFICATE

OAKLAND
UNIVERSITY

Empower yourself. Take your nonprofit to the next level with OU's *Virtual* [Nonprofit Management Certificate](#).

Classes start September 13, 2022 and will be held virtually.

Promoting excellence in all areas of nonprofit management, you'll come away with:

- In-depth best practices for sustainable funding streams
- Financial management and reporting
- How to measure and assess outcomes
- Best practices for managing employees and volunteers
- How to build donor bases, collaborations and community engagement

Program benefits include:

- Comprehensive curriculum following Nonprofit Academic Centers Council guidelines
- Local nonprofit leaders lend personal expertise to each class
- Network with fellow nonprofit managers
- 25% discount for MNA members with prepayment of certificate.
- Contact Judy Wilson for information on the discount to MNA members.

Questions: Call Judy Wilson at 248-884-4267 or email: judywilson@oakland.edu. Thank you!

#31

COMMUNICATION

PONTIAC'S BEST SUMMER EVER 2022!

PONTIAC UNITED EDUCATION COALITION

GIVE ME S'MORE SUMMER

We Are Serving Up
More Summer!

Free S'mores!

Resource Tables

Fun and Games

Free Give Aways!

Y on The Fly

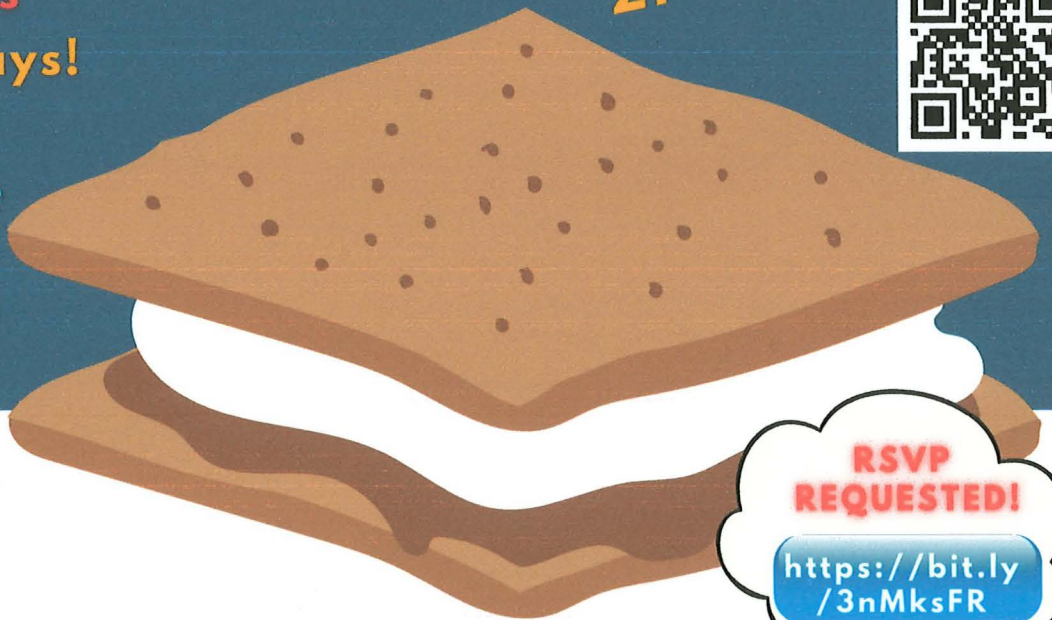
School Resource

Tables and

Enrollment Info.

And MORE!!

AUGUST 17TH
2PM - 5PM



RSVP
REQUESTED!

<https://bit.ly/3nMksFR>

BRING YOUR FAMILY!
TELL A FRIEND!

OAKLAND PARK

500 E MONTCALM ST, PONTIAC, MI 48342

WWW.PONTIACRC.COM

