

# PONTIAC CITY COUNCIL STUDY SESSION

September 14, 2017 6:00 p.m. 206<sup>th</sup> Session of the 9<sup>th</sup> Council

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."

Call to order

Roll Call

Authorization to excuse councilmembers

Amendments to and Approve the Agenda

Approval of the minutes

- 1. September 7, 2017
- 2. Closed Session Minutes September 7, 2017

**Public Comment** 

#### Agenda Items

3. Request to approve the 2017 Local Street Improvement Program Resolution.

Adjournment

# Official Proceedings Pontiac City Council 205th Session of the Ninth Council

A Formal Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Thursday, September 7, 2017 at 6:00 P.M. by the President Pro-Tem Mary Pietila.

Call to Order at 6:00 P.M.

Roll Call

Members Present: Pietila, Waterman, Williams and Woodward.

Members Absent: Carter, Holland and Taylor-Burks.

Mayor Waterman was present. Clerk announced a quorum.

17-289 Excuse Councilperson Randy Carter, Mark Holland and Doris Taylor-Burks for personal reasons. Moved by Councilperson Woodward and supported by Councilperson Williams.

Ayes: Pietila, Waterman, Williams and Woodward.

No: None

Motion Carried.

Motion to move agenda items #3 (change zoning district classifications for parcel #19-04-126-013) and #4 (resolution for Noon time change for the October 26, 2017 meeting) before Closed Session. Moved by Councilperson Williams and supported by Councilperson Woodward.

Ayes: Pietila, Waterman, Williams and Woodward

No: None

Motion Carried.

17-291 Approval of the agenda. Moved by Councilperson Williams and supported by Councilperson Woodward.

Ayes: Waterman, Williams, Woodward and Pietila.

No: None

Motion Carried.

17-292 **Journal of August 31, 2017.** Moved by Councilperson Williams and supported by Councilperson Waterman.

Ayes: Waterman, Williams, Woodward and Pietila.

No: None

Motion Carried.

17-293 Request for approval of the proposed ordinance to amend appendix B of the Municipal Code of the City of Pontiac to amend article 2, Zoning Districts and permitted uses, section 2.103 Zoning Map, to change the zoning district classification for a specific parcel ID number 19-04-126-013 at the southwest corner of Woodward Avenue and South Boulevard for rezoning. Moved by Councilperson Williams and supported by Councilperson Waterman.

Whereas, on June 7, 2017, the Planning Commission held a public hearing and reviewed an application for rezoning of the former One-Family Dwelling district property located along Earlmoor Street and directly adjacent to the commercial property at 44911 Woodward Avenue near the intersection of Woodard Avenue and South Boulevard; and,

Whereas, on June 7, 2017, the Pontiac Planning Commission recommended that the existing lot zoned R-1 One-family Dwelling on Earlmoor Street with parcel number 19-04-26-013 be rezoned; and, Whereas, the Planning Commission finds that the proposed rezoning application meets the approval criteria from Section 6.804 of the Zoning Ordinance; and,

Now, Therefore, Be It Resolved, that the Pontiac City Council accepts the recommendation of the Pontiac Planning Commission and adopts:

# CITY OF PONTIAC ORDINANCE NO. XXXX

AN ORDINANCE TO AMEND APPENDIX B, OF THE MUNICIPAL CODE OF THE CITY OF PONTIAC TO AMEND ARTICLE 2, ZONING DISTRICTS AND PERMITTED USES, SECTION 2.103, ZONING MAR. TO CHANGE THE ZONING DISTRICT CLASSIFICATIONS FOR A SPECIFIC PARCEL ID NUMBER 19-04-126-013 AT THE SOUTHWEST CORNER OF WOODWARD AVENUE AND SOUTH BOULEVARD FOR REZONING.

#### THE CITY OF PONTIAC ORDAINS:

#### Section 1. Amendments.

Appendix B of the Code of Ordinances, Article 2, Zoning Districts and Permitted Uses, Section 2.103, the Zoning Map of the City of Pontiac, is amended to CHANGE THE ZONING DISTRICT CLASSIFICATION FROM R-1 ONE FAMILY DWELLING DISTRICT TO C-3 CORRIDOR COMMERCIAL DISTRICT AND ALLOW THE USES PERMITTED IN THAT ZONE DISTRICT FOR PARCEL IDENTIFICATION NUMBER 19-04-126-013 LEGALLY DESCRIBED AS:

A PARCEL OF LAND LOCATED ON THE WESTERLY SIDE OF WOODWARD AVENUE, CIYT OF PONTIAC, OAKLAND COUNTY, MICHIGAN, TOWNSHIP 2 NORTH, RANGE 10 EAST, SECTION 04 RESUBDIVISION OF THE WOODWARD ESTATES SUBDIVISION, LOT 47, ALSO ½ VAC ALLEY, ADJACENT TO SAME 9-8-89 CORR

#### Section 2. Severability.

If any section, clause, or provision of the 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. Saving Clause,

A prosecution which is pending on the effective date of this ordinance and which arose from a violation of an ordinance repealed by this ordinance, or a prosecution which is started within one (1) year after the effective date of this ordinance arising from a violation of an ordinance repealed by this ordinance and which was committed prior to the effective date of this ordinance, shall be tried and determined exactly as if the ordinance had not been repealed.

#### Section 4. 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.

#### Section 5. Publication.

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

#### Section 6. Effective Date.

This Ordinance shall be effective ten days after the date of adoption by the City Council.

Ayes: Williams, Woodward, Pieitla and Waterman

No: None

Ordinance Adopted.

17-294 Resolution for Noon time change for the October 26, 2017 City Council Meeting. Moved by Councilperson Williams and supported by Councilperson Woodward.

Be IF Further resolved that the Pontiac City Council Meeting on Thursday, October 26, 2017 start time will be changed to Noon.

Ayes: Woodward, Pietila, Waterman and Williams

No: None

Resolution Passed.

17-295 **Resolution to go into Closed Session.** Moved by Councilperson Williams and supported by Councilperson Woodward.

Whereas, Section 8 (e), MCL 15.268, permits a public body "[to] consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have detrimental financial effect on the litigation or settlement position of the public body": and, Whereas, the Pontiac City Council believes that an open meeting would have a detrimental financial effect on the litigating or settlement position of the City:

Therefore, Be It Resolved that the Pontiac City Council recesses into closed session for the purpose of consulting with its attorney regarding pending litigation in the case of Ottawa Towers vs. The City of Pontiac.

Ayes: Pietila, Waterman, Williams and Woodward

No: None

Resolution Passed.

Councilman Mark Holland arrived at 6:10 p.m.

Council President Patrice Waterman left meeting at 6:10 p.m.

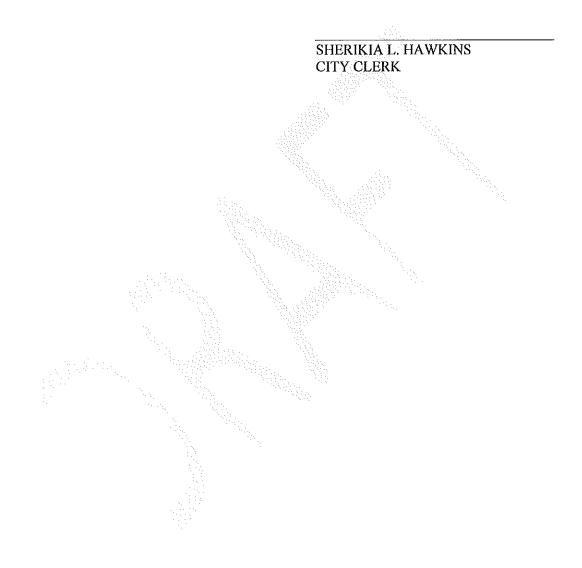
Deputy Mayor or Departmental Head Reports – Deputy Mayor Jane Bais-DiSessa Reported.

There were 6 individuals who addressed the body during public comment.

Honorable Mayor Deirdre Waterman Reported.

Councilman Kermit Williams, Councilman Mark Holland, Councilman Don Woodward and President Pro-Tem Mary Pietila made closing comments. City Clerk Sherikia Hawkins and City Attorney had no closing comments.

President Pro-Tem Mary Pietila adjourned at 8:10 p.m.





# CITY OF PONTIAC

#### OFFICIAL MEMORANDUM

TO:

Pontiac City Council

FROM:

John V. Balint, City Engineer at the request of Deputy Mayor DiSessa

CC:

Terrence King, Director of DPW

DATE:

September 12, 2017

RE:

2017 Local Street Improvement Program

The Engineering Division has prepared and advertised a request for proposals for the 2017 Local Street Improvement Program. Proposals were accepted on September 11 at 10:00 AM in the office of the City Clerk and publically opened at that time. Funding of this project is allocated in the FY 2017-18 Local Street fund. The respondents to the RFP were:

- Proline Asphalt Paving
- Fiore Enterprises
- Ajax Paving
- Florence Cement
- Cadillac Asphalt
- Bridigare Contractors

The bids were tabulated and checked. Based on the review, the individual tabulations are below. The low bidder is Proline Asphalt Paving:

<u>Bidders</u>	Bid Amount	<u>Difference</u>
Pro-Line Asphalt Paving	\$ 939,910.00	Low Bid
Fiore Enterprises, LLC	\$ 1,046,550.00	\$106,640.00
Ajax Paving	\$ 1,075,708.00	\$135,798.00
Florence Cement Co.	\$ 1,107,858.00	\$167,948.00
Cadillac Asphalt	\$ 1,115,775.00	\$175,865.00
Bridigare Contractors, Inc	\$ 1,156,212.25	\$216,302.25

It is the recommendation of the Department of Public Works that the City accept the bid by Proline Asphalt Paving and authorize the Mayor to sign a contract for the Local Street Improvement Program. The bid amount is within budget constraints.

WHEREAS, The City of Pontiac has advertised and received responses to a request

for proposal for the Local Street Improvement Program on September

11, 2017 and publically opened bids, and;

WHEREAS, a bid tabulation was prepared and reviewed, and;

WHEREAS, the City identified the low bidder as Proline Asphalt Paving, and;

WHEREAS, the low bid provided by Proline Asphalt Paving of \$939,910 has been

found acceptable by the Engineering Division

NOW, THEREFORE,

BE IT RESOLVED, The Pontiac City Council authorized the Mayor to enter into a contract

with Proline Asphalt Paving for \$936,910 for the 2017 Local Street

Improvement Program

JVB

Attachments

# REFERRAL/RECOMMENDATION FORM

DATE: <u>September 12, 2017</u>
TO: Nevrus Nazarko, Finance Director
TO: Jane Bais-DiSessa, Deputy Mayor
FROM: Michelle L. McKenzie, Purchasing Agent
THE ATTACHED DOCUMENTS ARE BEING REFERRED FOR THE FOLLOWING REASONS:
City Council _X_ Bid Approval Budget Approval Cancelled Other
Bid Analysis and Recommendation for
The following bid is attached:
Local Street Improvement Program
You Recommendations of a bidder are to be located in the space provided in the "Remarks" section on the next page of this form. Do not submit your recommendation on any other.
RFP: Local Street Improvement Program
REMARKS: After a competitive process and a public bid opening, it is recommended
that Pro-Line Asphalt Paving Corp. be awarded the Local Street Improvement
Program bid.
our recommendation is to be based on the bid specification and content of bid. If the lowest bidder or bidders do not meet the specifications then list the major deviations for each.
Rejections must be based on actual exceptions to specifications, or on other details included n the bid documents.
egal questions or concerns should be included in the analysis. If necessary, the Purchasing Division may request a legal opinion.
tecommendations for bids over \$10,000.00 must be approved by the Finance Director, the Furchasing Agent or an approved person as noted on the "City of Pontiac Authorized Signature"

Contractor has met the requirements of the Request For Proposal Bid Documents.
Pro-Line's bid came in under the Engineers Estimates for the project costs. ***
The above named firm has also provided references of the companies where they have
performed similar work.
They have the experience and equipment necessary to perform the duties of the RFP.
·
I have included my advertising list and listing of vendors notified on MITN.
I have included a bid tabulation showing all the bidders and their prices.
Signature of Purchasing Agent:
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Mechelle & McKenzie
0/12/17
Date:
Approved by:
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Signature of Finance Director:
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Signature of Deputy Mayor:
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Date: 9-72-77
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Bureau of Professional Licensing / Corporations, Securities & Commercial Licensing Bureau

#### VERIFY A LICENSE/REGISTRATION

Name	DBA Name	License Type	License Nbr	Address	Status	Enforcement Action
ROBINSON, LARRY CHARLES JR	Pro-Line Construction	Builder - Individual	2101128520	Muskegon, MI 49444	Lapsed	None



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Searched for: PRO-LINE ASPHALT PAVING CORP.

Entity Name: PRO-LINE ASPHALT PAVING CORP. Type of Entity: Domestic Profit Corporation Resident Agent: NANETTE M JONES Registered Office Address: 11797 29 MILE RD WASHINGTON TWP MI 48095 Mailing Address: 11797 29 MILE ROAD WASHINGTON TWP MI 48095 Formed Under Act Number(s): 284-1972 Incorporation/Qualification Date: 7-13-1994 Jurisdiction of Origin: MICHIGAN Number of Shares: 60,000

Year of Most Recent Annual Report: 17

Year of Most Recent Annual Report With Officers & Directors: 11

Status: ACTIVE Date: Present

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Entity

DUNS:

959358185

PROLINE ASPHALT PAVING CORP

Address: 11797 29 MIL

CAGE Code: State: MI

60YR2 Dodaac: Address: 11797 29 MILERD

City: WASHINGTON

Juice: PII

ZIP Code: 48095-2602 Country: UNITED STATES View Details

Status: Active

Has Active Exclusion?: No Debt Subject to Offset?: No

Expiration Date: 11/30/2017
Purpose of Registration: All

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#### Glossary

#### Search Results

Entity

Exclusion



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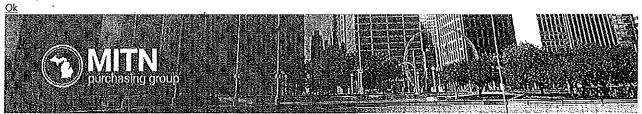
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## **Vendor Details**

#### Pro-Line Asphalt Paving Corp.

11797 29 Mile Road Washington, Michigan, 48095 United States

Organization Number

557273

County/Region

Macomb County

Website

prolineasphalt.com

Registration date

06/10/2017

Phone

586-752-7730 ext. 206

Fax

586-752-9745

Email

#### matthew@prolineasphalt.com

- Org
- Working Categories
- Contacts

MITU/2

- Bids
- History
- Downloads
- Notifications

#### Registration Information

**Business Structure** 

Not Specified

Business Type

• Woman Owned

Owner Ethnicity

• Caucasian

Number of Employees

11 to 50

Established Since

1994

W-9



#### MITN Purchasing Group

Member Since

06/10/2017

Status

Completed

Last Update Date

06/10/2017 12:23 PM EDT

Last Update By

Matthew Jones

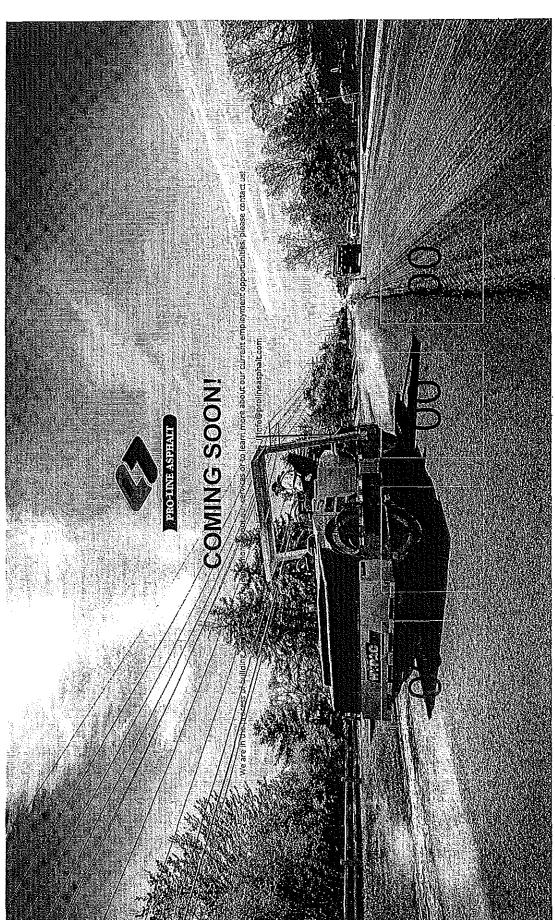
Membership Level

Group Notification

VIEW ANSWERS

Is your company a registered DBE through the state of Michigan (MDOT)?

MITN2/2



pelante

9/12/2017, 10:19 AM

# TABULATION OF BIDS 2017 LOCAL STREET IMPROVEMENT PROGRAM

BID OPENING - SEPTEMBER 11, 2017, 11:00 AM PONTIAC CITY CLERKS OFFICE

ENGINEER'S ESTIMATE NFE ENGINEERS 46777 WOODWARD PONTIAC, MI 48432 Pro-Line Asphalt Paving 11797 29 Mile Rd. Washington, MI 48095

SECOND Fiore Enterprises, LLC 3411 West Fort Street Detroit, MI 48216

Ajax Paving 1957 Crooks Rd., Suite A Troy, MI 48084

THIRD

				ENGR ESTIMATE UNIT		UNIT				1.15.4154						
ITEM CODE	ITEM DESCRIPTION	QUANTITY	UNIT	PRICE AMOUNT		PRICE		AMOUNT		UNIT		444011117		UNIT		
1	Mobilization, Max. 5%	1	کا	\$ 45,527,00 S 46,527,00	\$	45,000.00	c	45,000.00	٠.	19,000.00	_	AMOUNT		PRICE		AMOUNT
2	Removing Sidewalk	800	SY	s 10.00 S 18.000.00	\$	10.00		45,000.00	عد \$			49,000.00	\$	50,000.00	,	50,000.00
3	Removing Drive Approach	50	SY	S 12.00 S 600.00	Ś	25.00		1,250.00	Ş	12.50		9,600.00	\$	11.00		8,800.00
4	Removing & Replacing Curb & Gutter, Det. F4	2400	LF	\$ 7 36.00 S 86.400.00	s S	36.00		86,400.00	\$	37.50		625.00	\$	13.00		650.00
5	Erosion Control Filter Sacks	50	ĒA	S 125.00 S 6.250.00	š	90.00		4,500.00	\$	125.00		90,000.00	\$	38.00	•	91,200.00
6	Removing HMA Pavement, Base Repair	1200	SY	5 7,00. S 8,400.00	Ś		\$	9,600.00	\$	30.00		6,250.00	\$	150.00	•	7,500.00
7	Bituminous Base Repair, HMA 3C, 3 Inches	1200	SY.	\$ \$ \$ \$ \$15.00 . \$ \$ 18.000.00	Ś			26,400.00	\$	30.00		36,000.00	\$	30.00		36,000.00
8	Station Grading, Special, Terry Street	5.7	\$TA	S 775 000.001 S 28 550.00	Ś	5,700.00	•	32,490.00		4,975.00	•	36,000.00 28,357.50	\$ \$	32.00	•	38,400.00
9	Station Grading, Special, Michigan Street	4.5	STA	S 9300,001,5 14,850,001	Ś	3,800.00		17,100.00		2,750.00	•		>	7,500.00		42,750.00
10	Subgrade Undercutting, Type X, (CIP) 21AA Limestone	700	CY	S 4500 S 31,500.00	\$	40.00	,	28,000.00	۶ \$	60.00	•	12,375.00 42,000.00	\$	5,500.00	•	24,750.00
11	Cold Milling Bituminous Surface, 2 Inch	15500	SY	\$ 450 5 69,750.00	Ś	2.70	,	41,850.00	\$	2.50	•	38,750.00	\$	55.00 1.98	•	38,500.00
12	Cold Milling Bituminous Surface, 4 Inch	2100	SY	7.00% \$\#14.700.00	\$	4,20	•	8,820.00	Ś	2.50	•	5,250.00	Ş			30,690.00
13	Crushed Concrete, 1"x3"	1200	CY.	\$ 11.00 S 13.200.00	Ś	27.00		32,400.00	\$	37.50		45,000.00	\$	1.98		4,158.00
14	Aggregate Base, 6 Inch (CIP) 21AA Limestone	2200	SY	\$ 9.00 S. 19.800.00	š	8.00	Ś	17,600.00	\$	10.50	•	•	\$ \$	30.00		36,000.00
15	Aggregate Base, 8 Inch (CIP) 21AA Limestone	1500	SY.	11,00 45 16,500.00	Š	10.50	*	15,750.00	\$	14.25	•	23,100.00 21,375.00	> S	12.00	•	26,400.00
16	Geotextile Separator, Geoturf W270	2200	SY	\$ 4.00 \$15 8.800.00	Ś	1.75		3,850.00	\$	3.75		8,250.00	\$	13.00	•	19,500.00
17	Geogrid, Tensar Tx 190L	2000	SY	5 6:00 5 12:000:00	\$	6.50		13,000.00	\$	8.50	-	17,000.00	\$	6.00	•	13,200.00
18	HMA Mixture No. 13A	2700	TON	\$ 105.00 \$ 4283,500.00	Š	79.00	,	213,300.00	\$	80.00		216,000.00	Ş	5.00		10,000.00
19	HMA Mixture No. 3C	900	TON	\$ 95.00 S 85,500.00	Ś	82.00		73,800.00	Š	89.00	•	80,100.00	\$	90.00		243,000.00
20	Drainage Structure Cover, Type K	40	EA	\$ 400.00 \$ 16,000.00	· \$	500.00		20,000.00	\$	575.00	•	23,000.00	\$	85.00		76,500.00
21	Drainage Structure Cover, Pontiac, Storm	30	EA	S 2 400.00 S 12.000.00	Ś	400.00	\$	12,000.00	\$	450.00	•	13,500.00	\$	500.00		20,000.00
22	Drainage Structure Cover, OCWRC, Sanitary	30	EA	\$ 400.00 S 12.000.00	ŝ	400.00	Ś	12,000.00	\$	450.00	•	13,500.00	Ş	400.00 400.00	•	12,000.00
23	Drainage Structure Cover, OCWRC Gate Well	25	EΑ	\$ 400.00 \$ 10.000.00	ŝ	400.00	,	10,000.00	\$	425.00		10,625.00	Ş		•	12,000.00
24	Adjusting Drainage Structure Cover, Case 1	110	ĒA	S 55,000.00	Ś	400.00	Ś	44,000.00	\$	550.00	•	60,500.00	\$	400.00 565.00	•	10,000.00
25	Reconstructing Drainage Structure, Case 1	70	FT	S 150.00 S 10.500.00	Ś	100.00	•	7,000.00	\$	150.00	•	10,500.00	Ś	200.00		62,150.00
26	Concrete Sidewalk, 4 Inch	1600	SF	S:00 \$ 8,000.00	\$	5.00		8,000.00	\$	5.25		8,400.00	Ś	5.00		14,000.00
27	Concrete Sidewalk, 6 Inch	225	SF	\$ 1,350.00 S 1,350.00	\$	6.00		1,350.00	\$	6.50	•	1,462.50	Ş	6.00	•	8,000.00
28	Concrete Sidewalk, 8 Inch	200	SF	\$ 7.50 S 1.500.00	Ś	7.00		1,400.00	Š	7.75	•	1,550.00	5	8.00	-	1,350.00
29	Concrete Drive Approach, 6 Inch	600	SF	S 2600.00	š		,	. 3,300.00	\$	6.50		3,900.00	\$	9.00	-	1,600.00 5,400.00
30	Concrete Drive Approach, 8 Inch	200	SF	\$ 7.50 \$ 1,500.00	Ś		,	1,300.00	\$	7.75		1,550.00	\$	10.00	•	2,000.00
31	Concrete Sidewalk Ramp	3200	SF	\$\\\ = 6.00\\\ \$\\\\\19.200.00\\	\$	7.50		24,000.00	\$	7.90		25,280.00	Ś	7.00		22,400.00
32	Detectable Warning Strip	600	FT	\$ 45.00 S 27,000.00	Ś	35.00		21,000.00	\$	40.00		24,000.00	S	40.00	-	24,000.00
33	Hand Patching	150	TON	5 200,00 S 30,000.00	\$	120.00		18,000.00	\$	162.50	•	24,375.00	~	150.00	•	22,500.00
34	Adjusting Gate Box, Case 1	25	EA	5 2 300,00 S 7,500,00	\$	350.00		8,750.00	Ś	375.00	•	9,375.00	S	450.00	-	11,250.00
35	Clearing and Cleaning Sidewalk	1	٤	5 2,000.001 5 2,000.00	Ś	3,700.00	,	3,700.00		5,000.00		5,000.00	Š	6,000-00	-	6,000.00
36	Maintain Traffic and Construction Signing	1	LS	\$ 20,000.00 \$ 20,000.00	Š	45,000.00	,	45,000.00		25,000.00		25,000.00	٠	31,060.00		
37	Restoration	1	ی	5 20,000,00 \$ 1, 20,000.00	\$	20,000.00	ŝ	20,000.00	,	20,000.00	Ś	20,000.00	ڊ خ	12,000.00	ڊ خ	31,060,00
		-	_		*		~	20,000,00	72	-0,000.00	<u>-</u>	20,000.00	P	12,000.00	Þ	12,000.00
	BID TOTAL			\$1,029,977.00		$\times$	\$	939,910.00			\$	1.046,550.00	•		\$	1,075,708.00
											COM	ected by the Engr.				



CITY OF PONTIAC TABULATION OF BIDS SH 2 OF 2 2017 LOCAL STREET IMPROVEMENT PROGRAM

BID OPENING - SEPTEMBER 11, 2017, 11:00 AM PONTIAC CITY CLERKS OFFICE

ENGINEER'S ESTIMATE NFE ENGINEERS 46777 WOODWARD PONTIAC, MI 48432

**FOURTH** Florence Cement Co. 12585 23 Mile Rd. Shelby Twp., MI 48315 FIFTH Cadillac Asphalt 1785 Rawsonville Rd. Belleville, MI 48111

SIXTH Bridigare Contractors, Inc. 939 S. Mill Street Plymouth, MI 48170

				ENGRESTIMATE		•										
				UNIT A SECOND OF		UNIT				UNIT	٠			UNIT		
ITEM CODE	ITEM DESCRIPTION	QUANTITY	UNIT	PRICE		PRICE		AMOUNT		PRICE		AMOUNT		PRICE		AMOUNT
1	Mobilization, Max. 5%	1	LS	\$ 19,46,527.00 S 46,527.00	\$	55,000.00	\$	55,000.00	\$5	5,000.00	\$	55,000.00	\$	33,000.00	\$	33,000.00
2	Removing Sldewalk	800	SY	\$ 10,00 \$ 8,000.00	\$	26.70	\$	21,360.00	\$	12.00	\$	9,600.00	\$	10.00	\$	8,000.00
3	Removing Drive Approach	50	SY	S (4) 12 00 S - 600.00	\$	32.00	\$	1,600.00	\$	12.50	\$	625.00	\$	10.00	\$	500.00
4	Removing & Replacing Curb & Gutter, Det. F4	2400	ᄕ	\$	\$	42.22	\$	101,328.00	\$	37.50	\$	90,000.00	\$	49.00	\$	117,600.00
5	Erosion Control Filter Sacks	50	EΑ	s 125.00 //5 6,250.00 /	\$	100.00	\$	5,000.00	\$	125.00	\$	5,250.00	\$	78.50	\$	3,925.00
6	Removing HMA Pavement, Base Repair	1200	SY	\$ 7,00 5 1 8,400.00	\$	10.60	\$	12,720.00	\$	30.00	\$	36,000.00	\$	13.00	\$	15,600.00
7	Bituminous Base Repair, HMA 3C, 3 Inches	1200	SY	'S 15,00 'S   18,000.00	\$	25.20	\$	30,240.00	\$	30.00	\$	36,000.00	\$	18.40	\$	22,080.00
8	Station Grading, Special, Terry Street	5.7	STA	\$ 5,000.00 \$ 28,550.00	\$	7,000.00	\$	39,900.00	\$	4,975.00	\$	28,357.50	\$	3,230.00	\$	18,411.00
9	Station Grading, Special, Michigan Street	4.5	\$TA	#\$:3;300.00\\\$\\\14,850.00\\	\$	4,000.00	\$	18,000.00	\$	2,750.00	\$	12,375.00	\$	3,230.00	\$	14,535.00
10	Subgrade Undercutting, Type X, (CIP) 21AA Limestone	700	CY	S 45.00 S 31,500.00	\$	62.00	\$	43,400.00	\$	60.00	\$	42,000.00	\$	40.00	\$	28,000.00
11	Cold Milling Bituminous Surface, 2 Inch	15500	SY	\$ 4.50 \$ 69,750.00	\$	2.40	\$	37,200.00	\$	2.25	\$	34,875.00	\$	0.80	\$	12,400.00
12	Cold Milling Bituminous Surface, 4 Inch	2100	SY	s 7,00% \$ 14,700,00	\$	3.80	\$	7,980.00	\$	2.25	\$	4,725.00	\$	1.35	\$	2,835.00
13	Crushed Concrete, 1"x3"	1200	CY	\$ 11.00 × S 13,200,00	`\$	32.00	\$	38,400.00	\$	37.50	\$	45,000.00	\$	31.50	\$	37,800.00
14	Aggregate Base, 6 Inch (CIP) 21AA Limestone	2200	SY	\$ 9,00 \$ 19,800,00	\$.	9.00	\$	19,800.00	\$	10.50	\$	23,100.00	\$	14.30	\$	31,460.00
15	Aggregate Base, 8 Inch (CIP) 21AA Limestone	1500	SY	#\$#####1.00 \\S   16,500.00{	\$	11.00	\$	16,500.00	\$	14.25	\$	21,375.00	\$	16.90	\$	25,350.00
16	Geotextile Separator, Geoturf W270	2200	SY	\$ ### 4 00 ES # # 8,800.00/	\$	0.90	\$	1,980.00	\$	3.75	\$	8,250.00	\$	2.85	\$	6,270.00
17	Geogrid, Tensar Tx 190L	2000	SY	S. 6.00 S. 112,000.00	\$	7.35	\$	14,700.00	\$	8.50	\$	17,000.00	\$	13.70	\$	27,400.00
18	HMA Mixture No. 13A	2700	TON	(S):: 105:00 - \$\ 283,500.00	\$	92.00	\$	248,400.00	\$	82.00	\$	221,400.00	\$	98.00	\$	264,600.00
19	HMA Mixture No. 3C	900	TON	\$ 95.00 \$ . 85,500.00	\$	90.00	,	81,000.00	\$	88.00	\$	79,200.00	\$	102.00	\$	91,800.00
20	Drainage Structure Cover, Type K	40	ĘΑ	\$ 16,000.00	\$	500.00	\$	20,000.00	\$	575.00	\$	23,000.00	\$	525.00	\$	21,000.00
21	Drainage Structure Cover, Pontiac, Storm	30	ĔΑ	\$ 400.00 \$ 12,000.00	\$	400.00	\$	12,000.00	\$	450.00	\$	13,500.00	\$	492.00	\$	14,760.00
22	Drainage Structure Cover, OCWRC, Sanitary	30	ĘΑ	\$ 12,000.00 S 12,000.00	\$	400.00	-	12,000.00	\$	450.00	\$	13,500.00	\$	525.00	\$	15,750.00
23	Drainage Structure Cover, OCWRC Gate Well	25	ĘΑ	\$ 400:00 \$ 10,000.00	\$	400.00	\$	10,000.00	\$	425.00	\$	10,625.00	\$	590.00	\$	14,750.00
24	Adjusting Drainage Structure Cover, Case 1	110	ĘΑ	(\$, 22 % 500.00   \$ 155,000.00	\$	565.00	\$	62,150.00	\$	550.00	\$	60,500.00	\$	631.00	\$	69,410.00
25	Reconstructing Drainage Structure, Case 1	70	FT	\$ 150.00 U\$ 10,500.00	\$	200.00		14,000.00	\$	150.00	\$	10,500.00	\$	393.00	\$	27,510.00
26	Concrete Sidewalk, 4 Inch	1 <del>5</del> 00	SF	S 5.00 S 8,000.00	\$	5.00	-	8,000.00	\$		\$	8,400.00	\$	6.55	\$	10,480.00
27	Concrete Sidewalk, 6 Inch	225	SF	\$ 6.00 #\$ 10.350.00	\$	6.00		1,350.00	\$	6.50	\$	1,462.50	\$	7.65	\$	1,721.25
28	Concrete Sidewalk, 8 Inch	200	SF	r\$\$	\$	7.00	\$	1,400.00	\$	7.75	\$	1,550.00	\$	9.35	\$	1,870.00
29	Concrete Drive Approach, 6 Inch	600	SF	\$4,500.00	\$	5.50	\$	3,300.00	\$	6.50	\$	3,900.00	\$	7.70		4,620.00
30	Concrete Drive Approach, 8 Inch	200	SF	5 7 50 5 5 6 1 500.00	\$	6.50	\$	1,300.00	\$	7.75	\$	1,550.00	\$	9.35	\$	1,870.00
31	Concrete Sidewalk Ramp	3200	SF	5	\$	7.50	\$	24,000.00	\$	7.90	\$	25,280.00	\$	16.40	\$	52,480.00
32	Detectable Warning Strip	600	FT	\$ [	\$	35.00		21,000.00	\$	40.00	\$	24,000.00	\$	46.50	\$	27,900.00
33	Hand Patching	150	TON	S - 200.06 mS 30.000.004	\$	300.00	,	45,000.00	\$	190.00	\$	28,500.00	\$	142.00	\$	21,300.00
34	Adjusting Gate Box, Case 1	25	ĒΑ	/S/#~#2" 300,00 ("S" * 7,500.00)	\$	450.00	-	11,250.00	\$		\$	9,375.00	\$	339.00		8,475.00
35	Clearing and Cleaning Sidewalk	1	دا	\$	\$	1,600.00		1,600.00		15,000.00	\$	15,000.00	\$	17,890.00		17,890.00
36	Maintain Traffic and Construction Signing	1	LS	\$1 20,000.00 (25) \$1,000.00	\$	53,000.00		53,000.00		00.000,8	\$	58,000.00	\$	21,000.00	\$	21,000.00
37	Restoration	1	LS	s, \$ 20,000,00° \$ 20,000.00	\$	12,000.00	\$	12,000.00	\$3	36,000.00	\$	36,000.00	\$	61,860.00	\$	61,860.00
	210 7074			\$1,029,977.001	-		Ś	1,107,858.00			\$	1,115,775.00			_	4 4 5 6 3 4 3 2 5
	BID TOTAL  Math Charles and Conservation as indirected built in NEC	0 11 17		1.20 - 1.02 - 1.			Þ	1000,000,000				rected by the Engr			\$	1,156,212.25
	Math Checked and Corrected as indicated by* jc -NFE-	3-11-1/									COF	rected by the Engr	•			



## **Notification Postings**

For: Local Street Improvement Program

Bid Opening Held: September 11, 2017 @ 11:00 am

Pontiac City Clerk's Office

Pontiac Cable TV station

City of Pontiac website

Sent to Michigan Municipal League

Sent to Construction Market Data Group

Sent to Builders Exchange of Michigan

Sent to Construction Association of Michigan

Posted on Bulletin Boards upstairs and downstairs

Matching Supplier Report

Report Executed By Michelle Mickenzie Report Executed On 2017/09/07 13-20:13 Solicitation Lci St Improvement Program 2017 - Local Street Improvement Program

Eng., Inc	4000 Grand Oak Dr., Sulle A 100 Lancing Mi-48611	Michael J. Dyer, P. E.	modulation and a second and a s	517-887-1100
Org. Number:560340	United Status EUSTS 23 Mile Road Inches	Moredith Baker	akami@angdok.gom grandok.gomananananananananananananananananananan	517-867-1100 20
HD Guppiy/Viniarvoka. Opp. Number#861771.	Shelpy Township M. 463/9 United Suins	Nother Challe	velentualing@HOSuppky.com nichoel.martin@hdauppky.com	724-308-5920
Puako Aughul, Inc. Org. Nomberdolo 172 Talan Fared Corpsay: Org. Nomberdolo 170	atti tyoni kosa Linad Shumi Sassa Soporo Pet Cino Lunisa Shumi	Kondrick Paula Jason Galliz	p(g)paskaegnnitholicom Introprofileorestylcom	990-204-(507 20-204-(507)
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# ADDENDUM NO. 1 TO THE REQUEST FOR BIDS FOR

### 2017 Local Street Improvement Program

The following modifications are to be incorporated into the request for bids and contract documents for the above referenced project:

#### Changes to the MITN solicitation:

#### Soil Erosion Permit:

The City of Pontiac will make application for the soil erosion & sedimentation control (SESC) permit. The City of Pontiac will reimburse the contractor for the cost of the soil erosion permit.

All other terms and conditions of the remaining Request for Bids remain the same.

Michelle McKenzie Purchasing Agent City of Pontiac MMcKenzie@pontiac.mi.us 248-758-3120

## REQUEST TO SUBMIT BIDS FOR 2017 LOCAL STREET IMPROVEMENT PROGRAM

## **FOR THE** CITY OF PONTIAC

The City of Pontiac Michigan (The City) is requesting bids for the cold milling and resurfacing and related work for the 2017 LOCAL STREET IMPROVEMENT PROGRAM. The streets within the program include Terry Street from Merrimac to Dresden, Dresden from Terry to Hollywood and Michigan Street from the west dead end to Eastway in and for the City of Pontiac.

Sealed bids will be received at the City of Pontiac Clerk's Office at 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342 plainly marked with "2017 LOCAL STREET IMPROVEMENT PROGRAM" until 11:00 a.m. EDT, Monday, September 11, 2017, at which time they will be publicly opened. It is the offeror's sole responsibility to ensure that their bid is physically deposited with the Clerk's Office prior to the time and date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the offeror. (NOTE: Electronic or faxed submissions will not be accepted)

A MANDATORY pre-bid meeting will be held at Pontiac City Hall, Shrine Room, 47450 Woodward Ave., Pontiac, MI, 48342, on Wednesday, September 6, 2017 at 2:00 PM. The proposal and contract requirements will be discussed at said meeting and it is mandatory that all bidders attend.

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

The following work items represent significant items within the project and shall be performed by selected X Construction Plans NOT Included. bidder:

Cold Milling Bituminous Pavement Hot Mix Asphalt / Bituminous Paving Replacing Drainage Structure Covers and Adjustment Concrete, Curb and Gutter, Driveways, Sidewalks and Sidewalk Ramps

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

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

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

http://www.pontiac.mi.us/departments/finance/purchasing.php its receipt must be duly acknowledged with any submission. Please refer to the website for any addenda that may be issued. Bidders who submit bids before the deadline are advised to continue to monitor the website for any addenda that may be issued. Bid packages will also be available upon request through the Purchasing Office located at 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342.

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

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

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

All work must comply with OSHA standards and with the MDOT 2012 Standard Specifications for Construction, City of Pontiac Standards, and Oakland County Water Resource Commissions standards, specifications, and details.

**REQUEST FOR BID: August 24, 2017** 

BIDS DUE: September 11, 2017 at 11:00 AM EDT

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

## I. PURPOSE

To solicit bids from qualified individuals or firms to perform construction services for the cold-milling and resurfacing along with related work for the 2017 LOCAL STREET IMPROVEMENT PROGRAM consisting of Terry Street, Dresden Street and Michigan Street for the City of Pontiac.

#### II. BACKGROUND

The City of Pontiac has allocated funds for the reconstruction of Terry Street from Merrimac to Dresden, cold milling and resurfacing of Dresden Street from Terry to Hollywood and Michigan from the west dead end to Eastway, the total length of improved roadway will be 1.3 miles. These funds shall be used to provide new HMA pavement, curb and gutter, drainage, new sidewalk and ramps and utility adjustments for the City of Pontiac residents.

## III. SCOPE OF WORK

Contractor will provide all labor, equipment, and materials for new HMA pavement, curb and gutter, drainage, new sidewalk and ramps, utility adjustments and related work within the following "Section IV. Request" and Scope of Work listed in the attached "2017 LOCAL STREET IMPROVEMENT PROGRAM BID" in Appendix A.

All workmanship and materials shall be in accordance with the Michigan Department of Transportation (MDOT) 2012 Standard Specifications for Construction and the MDOT Frequently Used Specifications listed in Attachment A, City of Pontiac Standards and Details for Construction. In addition, all workmanship and materials for soil erosion, sanitary sewer covers and adjustments, water services, appurtenances, fire hydrant, gate valve, and gate well covers and adjustments, if required, shall be in accordance with the Oakland County Water Resource Commissioners Standards, Details, and Specifications.

The streets shall remain open to through traffic for the duration of construction, unless approved by the City of Pontiac. The Contractor shall provide local traffic access to residents along streets within the project.

The Contractor will also be required to apply for, pay for, and obtain a permit for Soil Erosion Control from the Oakland County Water Resource Commissioner.

## IV. REQUEST

In addition to the required form "2107 LOCAL STREET IMPROVEMENTPROGRAM BID" provided here as Appendix A, all firms or individuals responding to this Bid must submit complete responses to the information requested in this section, and must note any exceptions to any information contained in the Bid. Bids will be evaluated based upon the requested criteria and be awarded to the lowest responsible bidder. Bids should present information in a clear and concise manner, following the format indicated below. Responses to this section shall be typewritten in a font not smaller than 11 point and may be double or single sided on standard 8½" x 11" paper. There is no limit to pages submitted for complete response to this section:

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

- a) Name, telephone number, address, e-mail and fax number of the individual designated to receive all official correspondence relating to the project.
- b) Describe the Contractor's qualifications and ability to successfully provide the services requested, including a description of prior experience.
- c) Provide copy of State of Michigan License for the corporation or company and an individual license.
- d) Provide certified copies of Articles of Incorporation or Articles of Organization of the firm (if applicable).
- e) Provide current Good Standing Certificate for the firm (if applicable).
- f) Provide organizational documents for the firm such as bylaws and operating agreement (If applicable),
- g) Provide a list of which staff members will be responsible for the project, include brief resumes and proof of appropriate training and relevant certificates and licenses for each.
- h) Provide a list of board of directors and officers of firm (if applicable).
- I) Provide insurance as required in Appendix "D"
- j) Provide contact names and telephone numbers for at least three (3) individuals, municipalities or companies for which you have contracted similar work for in the past year.
- k) Provide a detailed description of any litigation resulting from use of the firm's services.
- I) Provide a statement on the notification time necessary to begin execution of the desired services
- m) Provide Bid Bond as outlined in section "IX. BONDING REQUIREMENTS"

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

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

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

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

#### V. PROPOSED FEE

Provide a fee for the services requested in the Scope of Services of work in the attached "2017 LOCAL STREET IMPROVEMENT PROGRAM BID" in Appendix A. The selected Contractor will be required to enter into a Contract Services Agreement ("Agreement") with the City for 1 year. It is the City's intention to utilize the successful proposer's services beginning on September 22, 2017. The City desires to enter into a contract

with the successful proposer for a period of one year. The construction completion date for this project is as follows:

Project A: Terry / Dresden (Completed by end of Construction season)

Project B: Michigan (Completed by June 30, 2018)

All services shall be performed according to the Agreement, as well as the submitted bid.

#### **VI. AGREEMENT**

Contract work on behalf of the City of Pontiac will be awarded to the lowest responsible bidder. The Contract period will be up to a maximum of two (2) years. The Contracted Services will consist of the cold milling HMA pavement, drainage structure cover replacement and adjustment, sidewalks and ramps and HMA paving along with related work on Terry Street, Dresden Street and Michigan Street for a total of approximately 1.3 miles in the City of Pontiac.

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

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

- Pay item codes, pay name, quantities, unit prices, and material certifications for the work performed;
- Invoice; and
- Waiver of Liens of all subcontractors.

#### VII. ADDITIONAL INFORMATION:

All workmanship and materials shall be in accordance with the Michigan Department of Transportation (MDOT) 2012 Standard Specifications, MDOT Frequently Used Special Provisions listed in Attachment A, and the City of Pontiac Standards and Construction Details. In addition, all workmanship and materials for soil erosion, sanitary sewer and water related adjustments and covers shall be in accordance with the Oakland County Water Resource Commissioners Standards, Details, and Specifications. The Contractors must adhere to these Standard, Specifications and Plans in order to receive monetary reimbursement. Please review the requirements listed below and state in your bid your ability to fulfill these requirements. If you have any questions regarding federal requirements please contact Michelle McKenzie at (248) 758-3120. If Contractor is not in possession of a Pontiac Business license then Contractor shall procure said license once awarded.

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

#### VIII. SUBMISSIONS

All submissions (and original and one copy) must be hand delivered or mailed in a sealed envelope (NOTE: Electronic or faxed submissions will not be accepted) with "2017 LOCAL STREET IMPROVEMENT PROGRAM" clearly marked on the front to by Monday, September 11, 2017 at 11:00 A.M. EDT to the following:

## City of Pontlac Clerk's Office, 47450 Woodward Avenue, 1st floor, Pontiac, MI 48342

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

#### IX. BONDING REQUIREMENTS

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

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

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

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

#### X. INCOME TAXES

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

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

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

Tax forms URL: http://www.pontiac.mi.us/departments/income tax/tax forms.php

## APPENDIX A

## 2017 LOCAL STREET IMPROVEMENT PROGRAM BID

47450 Woodward Avenue, Pontiac, MI 48342 Office: 248-758-3120 ~ fax: 248-758-3197

## > 2017 LOCAL STREET IMPROVEMENT PROGRAM BID <

Company Name:		
Representative:		
Address:	City:	Zip:
Office #:	Fax #:	
Cell#:	Email:	
License#:		

Job Duties Sheet / Scope of Work
Contractor will provide all labor & material for the following service work:

#### 2017 LOCAL STREET IMPROVEMENT PROGRAM

- Perform all road work in accordance with the Plans, MDOT 2012 Standard Specifications for Construction, MDOT Frequently Used Special Provisions listed below, City of Pontiac Standards, requirements listed in this "Request to Submit Bids".
- Provide material certification, and Quality Control (QC) and Quality Assurance (QA) testing in accordance with the MDOT specifications
- Apply for, pay for, and obtain a permit for Soil Erosion Control from the Oakland County Water Resource Commission.
- 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 the Oakland County Water Resource Commissioners Standards, Details, and Specifications; and the Oakland County Water Resource Commissioners Soil Erosion Control permit.
- Provide 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 2012 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 2012 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 2012 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 Bid Schedule.

Schedu	2017 LOCAL STREET IM	PROVEMEN	IT PRO	GRAM	
ITEM CODE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization, Max. 5%	. 1	LS		
2	Removing Sidewalk	800	SY		
3	Removing Drive Approach	50	SY		
4	Removing & Replacing Curb & Gutter, Det. F4	2,400	LF	•	
5	Erosion Control Filter Sacks	50	EA		
6	Removing HMA Pavement, Base Repair	1,200	SY		
7	Bituminous Base Repair, HMA 3C, 3 Inches	1,200	SY		
8	Station Grading, Special, Terry Street	5.7	STA		
9	Station Grading, Special, Michigan Street	4.5	STA		
10	Subgrade Undercutting, Type X, (CIP) 21AA Limestone	700	CY		
11	Cold Milling Bituminous Surface, 2 Inch	15,500	SY		
12	Cold Milling Bituminous Surface, 4 Inch	2,100	SY		
13	Crushed Concrete, 1"x3"	1,200	CY		
14	Aggregate Base, 6 Inch (CIP) 21AA Limestone	2,200	SY		
15	Aggregate Base, 8 Inch (CIP) 21AA Limestone	1,500	SY		
16	Geotextile Separator, Geoturf W270	2,200	SY		
17	Geogrid, Tensar Tx 190L	2,000	SY		
18	HMA Mixture No. 13A	2,700	TON		
19	HMA Mixture No. 3C	900	TON		
20	Drainage Structure Cover, Type K	40	EA		
21	Drainage Structure Cover, Pontiac, Storm	30	ΕA		

i	1			•	1
22	Drainage Structure Cover, OCWRC, Sanitary	30	EΑ		
2017	LOCAL STREET IMPROVEMENT PROGRAM BID - CONTINUED	*		•	
ITEM CODE	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
23	Drainage Structure Cover, OCWRC Gate Well	25	EA		
24	Adjusting Drainage Structure Cover, Case 1	110	EA		
25	Reconstructing Drainage Structure, Case 1	70	FT		
26	Concrete Sidewalk, 4 Inch	1,600	SF		
27	Concrete Sidewalk, 6 Inch	225	SF		,
28	Concrete Sidewalk, 8 Inch	200	SF		
29	Concrete Drive Approach, 6 Inch	600	SF	•	
30	Concrete Drive Approach, 8 Inch	200	SF		
31	Concrete Sidewalk Ramp	3,200	SF		
32	Detectable Warning Strip	600	FT		
33	Hand Patching	150	TON		
34	Adjusting Gate Box, Case 1	25	EA		
35	Clearing and Cleaning Sidewalk	1	LS		
36	Maintain Traffic and Construction Signing	1	LS		
37	Restoration	1	LS		
L		<u></u>	1	TOTAL BID AMOUNT =	\$

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 INCREASES, DECREASES OR DELETIONS.

THE SUCCESSFUL BIDDER WILL BE PAID AT THE AS BID UNIT PRICES FOR THE UNITS OF WORK COMPLETED AND ACCEPTED.

## SPECIAL PROVISIONS, MODIFED PAY ITEMS AND CONSTRUCTION SCHEDULE

All work shall be done in accordance with the Michigan Department of Transportation (MDOT) Standard Specifications for Construction (2012 edition) and the latest revisions to the Standard Details as published by MDOT, EXCEPT as specifically modified in the Contract Documents. Special and modified pay items are noted below.

#### REMOVING DRIVE APPROACH

This work shall be done in accordance with Section 204 of the 2012 Standard Specifications for Construction, except as follows:

Removing Drive Approach shall consist of saw cutting and removal of concrete and/or bituminous approaches, if required.

Upon completion of the removal, the Contractor shall immediately place material in the drive approach area to provide access for the resident. The placement of temporary material shall be considered incidental to the item Removing Drive Approach.

The completed work as measured of Removing Drive Approach will be paid for at the contract unit price for Removing Drive Approach per Square Yard.

## REMOVING AND REPLACING CURB AND GUTTER, Det F-4

This work shall be done in accordance with Sections 204 and 802 of the 2012 MDOT Standard Specifications for Construction, except as follows:

The Contractor shall remove concrete curb and gutter where called for on the plans or marked by the Engineer and replace the concrete curb and gutter in-kind with the type removed of the detail required by the Engineer.

The Contractor shall sawcut and remove the sections of curb and gutter so marked by the Engineer.

Where the curb to be removed is in an area where it will affect a drive approach, the Contractor shall upon removal, place an approved material in the curb area to provide access for residents/businesses.

Epoxy coated lane ties, per MDOT standard, shall be installed where the new curb and gutter meets existing, theses lane ties will not be paid for separately but considered incidental to the adjacent pay item.

The completed work to remove and replace concrete curb and gutter shall be measured along the flow line of the gutter in linear feet and paid for at the Contract Unit Price per linear foot for Removing and Replacing Curb and Gutter, Det. F-4.

No separate payment will be considered for placing and removing approved material placed to temporarily provide access.

## **EROSION CONTROL FILTER SACKS**

Provide inlet filter in accordance with the Soil Erosion Details, and Oakland County Water Resource Commissions specifications. Use "Curb and Gutter, Inlet Filter Alternative "A" (SI-4A)" at low points, designated in the plans, and "Curb and Gutter, Inlet Filter (SI-4)" for all other proposed drainage structures. This pay item includes all costs for materials, and labor for performing this work.

#### REMOVING HMA PAVEMENT, BASE REPAIR

This work shall be done in accordance with Section 204 of the 2012 Michigan Department of Transportation Standard Specifications for Construction, except as herein provided.

#### Description

Removal of all bituminous, bituminous overlay, and concrete pavement will be included in the unit price paid for Removing HMA Pavement regardless of the thickness of the bituminous, concrete or composite pavement.

Additionally, this item shall include all saw cutting necessary to provide a clean joint at locations where pavement is to be removed or repaired. All pavement cuts shall be done with a concrete saw in a manner meeting approval of the Engineer. The sawcut shall be full depth sawcut, and will be required in all areas where a clean square edge or joint is necessary for construction.

The completed work as measured for removing pavement will be paid for at the contract unit price for the item Removing HMA Pavement, Base Repair at the as-bid Unit Price per Square Yard.

#### BITUMINOUS BASE REPAIR, 3C

This work shall be done in accordance with Section 204 and 501 of the 2012 Michigan Department of Transportation Standard Specifications for Construction, except as herein provided.

Sawcut and remove identified areas of HMA pavement and replace with HMA Mixture 3C upon completion of Subgrade undercutting.

The payment for Bituminous Base Repair, 3C shall include all costs associated with the sawing, removal of existing pavement and replacement with HMA Mixture 3C at a three (3) inch thickness at the as-bid Unit Price per square yard

## STATION GRADING, SPECIAL, TERRY STREET

This work shall be done in accordance with Divisions 2 and 3 of the 2012 MDOT Standard Specifications for Construction except as follows:

The Contractor shall remove bituminous pavement, existing base and subbase and prepare grade for proposed pavement structure as specified on the proposed cross section, where called out on the plans or as directed by the Engineer. This Pay Item shall be limited to Terry Street.

The Contractor shall saw cut and remove existing pavement and existing base to a depth of thirty (30) inches below existing pavement grade. Following removals, the contractor will proof roll excavated areas in the presence of the Engineer. The Engineer will determine if any additional excavation (subgrade undercutting) is required.

The Pay Items related to backfilling in preparation of HMA top shall be placed immediately upon proof rolling and acceptance of grade by the Engineer.

Disposing of all materials removed shall be in accordance with all applicable local and state laws and included in the payment for Station Grading, Terry Street.

The completed work as measured for the item STATION GRADING, SPECIAL, TERRY STREET will be paid for at the contract as-bid unit price for STATION GRADING, SPECIAL TERRY STREET per STA (station).

The payment in Station shall include all labor, equipment and materials required to complete the pay item Station Grading, Special, Terry Street including, but not limited to, perform saw cutting, remove bituminous pavement, excavate the subbase to the cross section, details and specifications indicated on the plans, and includes any side street returns if encountered and disposing of same and proof roll as directed by the Engineer.

If subgrade undercutting below the thirty inches (30"), is required it will be paid for at the unit price bid for Subgrade Undercutting, Type X per Cubic Yard.

## STATION GRADING, SPECIAL, MICHIGAN STREET

This work shall be done in accordance with Divisions 2 and 3 of the 2012 MDOT Standard Specifications for Construction except as follows:

The Contractor shall remove bituminous pavement, base and subbase and prepare grade for proposed Aggregate Base and HMA pavement (pavement structure) as specified on the proposed cross section, where called out on the plans or as directed by the Engineer. This Pay Item shall be generally limited to sta. 23+50 to 28+00 on Michigan Street.

The Contractor shall saw cut and remove sections of pavement and aggregate base to a depth of fourteen (14) inches below existing pavement grade. Following removals, the contractor will proof roll excavated areas in the presence of the Engineer. The Engineer will determine if any additional excavation (subgrade undercutting) is required.

The Contractor will place eight (8) inches of compacted 21AA aggregate crushed limestone (21AA Limestone will be paid for as Aggregate Base, 21AA 8 inches Limestone, at the as-bid Unit Price) on the approved grade. Upon completion of the aggregate base the Contactor shall place 2 ½ inches of HMA Mix 3C (HMA to be paid for as HMA 3C at the as-bid Unit Price) to bring excavated area to proposed bottom of HMA top course.

The Aggregate Base, 8", 21AA Limestone and the HMA Mixture 3C shall be placed immediately upon completion of the proof rolling and accepted by the Engineer.

Disposing of all materials removed shall be in accordance with all applicable local and state laws and included in the payment for Station Grading, Special, Michigan Street.

The completed work as measured for the item STATION GRADING, SPECIAL, MICHIGAN STREET will be paid for at the contract unit price for at the contract as bid Unit Price for STATION GRADING, SPECIAL MICHIGAN per the completed Unit in STA (station).

The payment in Station shall include all labor, equipment and materials required to complete the pay item Station Grading, Special, Michigan Street including, but not limited to, perform saw cutting, remove bituminous pavement, excavate to subgrade, proof roll, to the cross section, details and specifications indicated on the plans or as directed by the Engineer.

The length of stations to be paid will be measured along the centerline of Michigan Street from the point of beginning (generally Sta. 23+50) to the point of ending (generally 28+00) and shall include any side street returns within the limits.

If subgrade undercutting below the fourteen inches (14"), is required it will be paid for at the unit price bid for Subgrade Undercutting, Type X per Cubic Yard.

## SUBGRADE UNDERCUTTING, TYPE X, (CIP) 21AA LIMESTONE

This WORK shall be done in accordance with Section 205 Roadway Earthwork of the 2012 MDOT Standard Specifications for Construction, except as follows:

Subgrade Undercutting shall be as defined in Section 205 except that the material for backfilling the undercut volume and the Types of Undercutting shall be as follows:

Subgrade Undercutting Type X – Backfill material shall be 21AA aggregate (CRUSHED LIMESTONE).

After the subgrade has been excavated to the approximate grade, the Engineer will promptly examine the grade to determine if any subgrade undercutting is required and determine the limits of such undercutting and the type of backfill desired.

Subgrade Undercutting will be measured by volume in cubic yards in its original position for the specified types and paid for at the Contract Unit Price for SUBGRADE UNDERCUTTING TYPE X, (CIP) 21 AA LIMESTONE, per cubic yard Compacted in Place (CIP)

## COLD MILLING BITUMINOUS PAVEMENT

This WORK shall be done in accordance with Section 501 of the 2012 MDOT Standard Specifications for Construction except as follows:

The Cold Milling Bituminous Pavement shall be accomplished in one pass to a depth as shown on the typical cross-section for the road. The Cold Milling may remove gravel base below the bituminous material.

The Contractor has the option of removing any existing structure frames and covers prior to the Milling operation. If the Contractor removes frames and covers for his own convenience, the Contractor is <u>required</u> to take one of the following precautions to assure that debris from the Milling operation does not enter into the sewer, water, or storm systems.

- 1. Mortar in place a ½ in. thick (Min.) steel plate of sufficient size to completely cover the entrance to the structure; or
- 2. Turn the frame and cover upside down, mortar in place, and place filter cloth over the frame and cover; or
- 3. Another method discussed with and approved by the Engineer; or
- 4. Wood is <u>not</u> an acceptable material for plating structures.

The resulting depression from the removal of the frames and covers shall be filled with gravel and maintained in a smooth condition until the road is ready for resurfacing. Adjusting Drainage Structures, that are removed for the convenience of the cold milling operation ONLY, will not be paid for separately.

At the completion of the Cold Milling operation, the Contractor shall shape and compact the resultant surface to the lines and grades shown on the plans. Any irregularities in the surface upon completion of the Cold Milling operation shall be repaired in accordance with Division 3 or Division 4 2012 MDOT Specifications at the Contractor's expense. Any additional RAP material required to develop the desired cross-section shall be furnished, placed and compacted at the Contractor's expense as part of the Cold Milling operation.

All surplus material generated by the Cold Milling operation which is not required to construct the subgrade in conformity with the cross-section shown in the plans shall delivered to Oakland County Water Resources Commissioner facility located at 522 S. Opdyke Road, Pontiac, Michigan. If or when the Water Resources

Commissioner has sufficient quantity of the generated material, the remainder shall become property of the contractor and no additional payment will be made for disposal of the excess milled material.

The complete WORK of Cold Milling Bituminous Pavement shall be measured in square yards for the range in depth of milling shown on the plans and typical cross-sections, including disposal of all excess milled material and shall be paid for at the Contract Unit Price in square yards for the milled thickness. The area measured will be from edge to edge of pavement.

Masonry and / or concrete patches may be encountered during the Cold Milling operation. These patches must be removed and disposed of off-site. Holes from the removal of these patches shall be backfilled with material generated from the Cold Milling operation at no additional cost.

## AGGREGATE BASE, 6 INCH, (CIP) 21AA LIMESTONE

Provide aggregate 21AA gradation and construction in accordance with the MDOT specifications, except aggregate material shall be 100% crushed limestone. This pay item includes all costs for materials, and labor for performing this work.

## AGGREGATE BASE, 8 INCH, (CIP) 21AA LIMESTONE

Provide aggregate 21AA gradation and construction in accordance with the MDOT specifications, except aggregate material shall be 100% crushed limestone. This pay item includes all costs for materials, and labor for performing this work.

#### DRIVEWAY ACCESS, TEMPORARY,

Maintain access to all driveways during construction except that each drive may be closed for no more than 3 days to pour and cure the concrete drive, sidewalk behind the drive, and portion of the driveway behind the sidewalk. The Contractor shall notify each resident three working days prior to closing a drive. Temporary materials approved of by the Engineer, such as maintenance gravel may be used, but must be used in a manner that ensures the material does not infiltrate the underlying material to remain in place. This work will NOT be paid for separately but considered incidental to adjacent pay items.

## DRAINAGE STRUCTURE COVER, CITY OF PONTIAC (STORM)

The Contractor shall submit details and specifications to the Engineer and obtain written approval prior to ordering covers. Provide East Jordan Iron Works 1040A frame and covers, Heavy duty material per ASTM A48 CL. 35, with 2 inch raised letters stating "CITY OF PONTIAC", and "STORM". Adjusting the storm manhole will be paid for as Drainage Structure Cover, Adj, Case 1 and Drainage Structure, Adj, Add Depth in accordance with the MDOT specifications. This pay item includes all costs for materials, and labor for performing this work.

#### DRAINAGE STRUCTURE COVER, OCWRC SANITARY

The Contractor shall submit details and specifications to the Engineer and obtain written approval prior to ordering covers. Provide East Jordan Iron Works 1040A frame and covers, Heavy duty material per ASTM A48 CL. 35, lettering, details and material as detailed in the plans. Adjusting the sanitary manhole will be paid for as Drainage Structure Cover, Adj, Case 1 and Drainage Structure, Adj, Add Depth. This pay item includes all costs for materials, and labor for performing this work.

## DRAINAGE STRUCTURE COVER, OCWRC GATE WELL

The Contractor shall submit details and specifications to the Engineer and obtain written approval prior to ordering covers. Provide East Jordan Iron Works 1040A frame and covers, Heavy duty material per ASTM A48 CL. 35, lettering, details and material as detailed in the plans. The cover shall display the City of Pontlac municipal logo with "WATER" lettering as shown in the Details. Adjusting the gate well structure will be paid for as Drainage Structure Cover, Adj, Case 1 and Drainage Structure, Adj, Add Depth. This pay item includes all costs for materials, and labor for performing this work.

#### **ADJUSTING GATE BOX, CASE 1**

The Contractor shall submit details and specifications to the Engineer and obtain written approval prior to ordering boxes. Boxes shall be in accordance with the Oakland County Water Resource Commissions most current standards. This pay item includes all costs for materials, and labor for performing this work. Adjusting the gate valve box will be paid for as Adjusting Gate Box, Case 1.

#### DRAINAGE STRUCTURE COVER, ADJ., CASE 1

Adjust storm sewer catch basins, and manholes, water main gate wells, and sanitary sewer structures. Sanitary and water main adjustments shall be in accordance with the Oakland County Water Resources specifications and plan sheet details. Storm sewer structures adjustments shall be in accordance with the 2012 MDOT Standard Specifications for Construction.

#### **PROOF ROLLING**

This work shall be done in accordance with the instruction given by the Engineer.

After pavement removal, milling, and/or excavation, the Engineer will inspect the condition of any existing aggregate base course and underlying subgrade. If in the opinion of the Engineer an area of the roadway appears unsuitable for paving, then he may order the Contractor to proof-roll the area to identify unstable areas. Proof-rolling must be scheduled so as not to delay the time of completion for opening the roadway to traffic, and be mutually convenient for the Contractor and the Engineer. The Engineer must be present to observe the proof rolling activity.

After any required proof-rolling is completed, then the Engineer may order subgrade undercutting, manipulation or other methods to improve the pavement subgrade and identify the limits of the work.

Any required subgrade improvement (i.e. undercutting, manipulation, etc.) ordered by the Engineer will not be a basis to extend the time of completion, unless in the opinion of the Engineer, an extension of time is warranted.

The work of proof-rolling will not be measured separately and shall be considered incidental to the project.

## **CLEARING AND CLEANING SIDEWALK**

This work shall completely clear the public sidewalk of obstructions related to overgrown brush, shrubs or trees or branches, overburdened sod and vegetation or any other materials the cover the existing sidewalk. Upon completion of this pay item, pedestrians shall have the ability to safely use the sidewalk in the intended manner the sidewalk was designed for.

The limits of this pay item is on the north side of Michigan Street from N. Shirley to N. Tasmania (generally 12+50 to 14+00)

Upon completion and acceptance of this work the contractor will be paid for Clearing and Cleaning Sidewalk at the as bid Lump Sum Unit Price.

## MAINTAIN TRAFFIC AND CONSTRUCTION SIGNING

This work shall be done in accordance with Section 802 of the 2012 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 sections of the Manual on Uniform Traffic Control Devices (2011 Michigan MUTCD), as shown on the plans or as called for by the Field Engineer.

When conditions are such as 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 of the City of Pontiac.

The Contractor shall confer with and keep Police and Fire Department serving the municipality fully informed as to street closures / detours for construction purposes.

Signs and barricades <u>MUST</u> 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 may be determined by the Engineer.

The complete work of Maintain Traffic and Construction Signing will be measured and paid for at the Contract Lump Sum Price for Maintain Traffic and Construction Signing. This Lump Sum payment shall include but not limited to all signs, all barricades, minor traffic control devices and flaggers whether or not shown on the plans or called out in the specifications or other provisions and all other traffic control items required by the Engineer. The minimum required devices shall be provided, on a project-by-project basis, to receive lump sum payment.

#### RESTORATION

This work shall be done in accordance with Division 8, Section 816 of the 2012 MDOT Standard Specifications for Construction and shall consist of the following:

All disturbed areas within the construction influence area shall be carefully prepared for 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 2012 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 at the as bid Pay Item for Restoration, Lump Sum. NOTE: ALL AREAS DISTRUBED MUST BE COMPLETED AND ACCEPTED BEFORE ANY PAYMENT IS APPROVED FOR THIS WORK.

#### **Construction Stakeout**

The successful bidder shall provide all survey stakes required to construct the project to the lines and grades intended or identified in the construction documents. This "contractor staking" shall include but not limited to survey stakeout for removal limits, proposed drainage structures, structure adjustments, curb and gutter, paving, sidewalk ramp limits, and signage. Survey stakeout will also include stakes, as necessary, for excavation of the roadway and sidewalk (offset stakes for cut, and final grade), and top of Aggregate Base.

All staking required on the project shall be provided by the contractor. This work shall be considered to be included in the established contract pay item for which staking is required.

## Construction Schedule and Detailed Progress Schedule

The work to be done under this Contract shall begin on <u>September 22, 2017</u> after contract agreement is signed, unless written authorization is obtained from the City or its representative.

The construction completion date for this project is as follows:

Project A: Terry / Dresden (Completed by end of 2017 Construction season)

Project B: Michigan (Completed by June 30, 2018)

The Contractor shall coordinate activities with the private utility relocations to ensure the completion date is met.

Liquidated Damages in accordance with the MDOT 2012 Standard Specifications, shall apply to this Contract.

The Detailed Progress Schedule shall be submitted at the pre-construction meeting, and shall include, as a minimum, the controlling and significant work items for the completion of the project and the planned dates that these work items will be controlling operations.

## Attachment A - MDOT Frequently Used Special Provisions

The following MDOT Frequently Used Special Provisions are applicable and adhered to as part of this project. These documents take precedent over the 2012 MDOT Standard Specifications for Construction, and are included in Attachment A. This list may not be considered complete.

The following Special Provisions can be downloaded from the MDOT website at <a href="https://mdotjboss.state.mi.us/SpecProv/specProvHome.htm">https://mdotjboss.state.mi.us/SpecProv/specProvHome.htm</a>:

12SP-501A-01 Sampling Asphalt Binder on Local Agency Projects
12SP-501J-04 Acceptance of Hot Mix Asphalt Mixture on Local Agency Projects
12SP-604A-05 Quality Control and Acceptance of Portland Cement Concrete
12SP-810O-01 Perforated Steel Square Tube Sign Breakaway System Foundation Removal
12SP-810P-02 Sign Panel Types
12SP-812C-01 Traffic Control Quality and Compliance
12SP-812F-02 Payment for Minor Traffic Devices and Traffic Regulatory Control
12SP-812L-01 Supports for Temporary Signs
12SP-812U-01 Type III Barricades
12SP-910A-01 Physical Requirements for Geotextiles

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

FIRM NAME, ADDRESS AND PHONE N		
Dated and signed at(City)		
Name of Respondent:		
Signature of Respondent:		
Address of Respondent:		 
Ву:	Title:	 ······
Office #	Cell <u>#</u>	
FAX#	FEDERAL TAX I.D. NUMBER (	)
EMAIL Address of Primary Contact:		

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

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

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

The proposer acknowledges the receipt of A	ddenda numbered	
<b>Note:</b> Bids must bear the handwritten signa submitting a bid.	ture of a duly authorized member or employee of the o	rganizatio
Federal Tax Identification Number:		
Contractor Signature:	Date:	

Contractor agrees to guarantee price for work for the completion and acceptance of this project.

#### APPENDIX B

Section 3 clause 135.38

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

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

# APPENDIX C CONFLICT OF INTEREST STATEMENT

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

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

ate:	
gnature:	
inted name:	

## APPENDIX D INSURANCE

#### 1. INSURANCE

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

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

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

- 1. <u>Workers' Compensation Insurance</u> The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, Including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$ 100,000 each accident for any employee.
- 2. <u>Commercial General Liability Insurance</u> The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included;
- 3. <u>Motor Vehicle Liability</u> The Contractor shall procure and maintain during the life of the this contract. Michigan No-Fault Coverages, with limits of liability not less than \$2,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 4. <u>Professional Liability Insurance</u> The Contractor shall procure and maintain during the life of this contract, Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and aggregate. If this policy is claims made form, then the Contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.
- 5. Additional Insured: Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating that the following shall be Additional Insureds: The City of Pontiac, Oakland County Water Resources Commissioner and Nowak and Fraus Engineers, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers. It is understood and agreed by naming The City of Pontiac as additional insured, coverage afforded is considered to be primary and any other insurance The City of Pontiac may have in effect shall be considered secondary and/or excess.
- 6. <u>Cancellation Notice</u>: All policies, as described above, shall include an endorsement stating that is it understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City Administrator for the City of Pontiac.

- 7. <u>Proof of Insurance Coverage</u>: The Contractor shall provide the City of Pontiac at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.
- 8. <u>Expiration of Policies</u> If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Pontiac at least ten (10) days prior to the expiration date.

#### 3. INDEMNIFICATION CLAUSE

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

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

#### 4. EXTRAS

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

## 5. EMERGENCY PHONE NUMBERS

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

#### 6. INCLUDED WORK

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

#### 7. SUB-CONTRACTS

The	Contractor	shall not	execute a	n Agreeme	nt with an	y Sub-Cor	ntractor o	r sub-sub	contracto	r or perm	it any
sub-	-subcontrac	tor to péi	form anv	work inclu	ded in this	Contract	without t	he prior	written co	nsent of	Owner

Certified By: _	
lts:	

## **APPENDIX E**

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

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

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

- 1. As used in these specifications:
- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States
  Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative

action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

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

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

- Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel
  for promotional opportunities and encourage these employees to seek or to prepare for, through
  appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing

subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
- The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective. [43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]