



**PONTIAC CITY COUNCIL
FORMAL MEETING
April 3, 2018
6:00 p.m.
15^h Session of the 10th 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

Invocation

Pledge of Allegiance

Roll Call

Authorization to excuse councilmembers

Amendments to and approve the agenda

Approval of Minutes

1. Meeting of March 27, 2018.

Deputy Mayor Report or Departmental Head Report

Special Presentation – Kaela Webb

2. Resolution for Kaela Webb

Recognition of Elected Officials

Agenda Address

Agenda Items for Council Consideration

3. 2nd request to authorize the Mayor and/or Deputy Mayor to sign contract with International Construction for CDBG Demolition Project for Batch 9 in the amount of \$86,927.00 and Batch 11 in the amount of \$91,312.00.

Public Comment

Mayor, Clerk, Attorney and City Council Closing Comment

Adjournment

**Official Proceedings
Pontiac City Council
14th Session of the Tenth Council**

A Study Session of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, March 27, 2018 at Noon by President Pro Tem Carter.

Call to Order at Noon

Roll Call

Members Present: Carter, Miller, Taylor-Burks and Woodward.

Members Absent: Pietila, Waterman and Williams.

Mayor Waterman was present.

Clerk announced a quorum.

18-88 Excuse Councilperson Mary Pietila, Patrice Waterman and Kermit Williams for personal reasons. Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

Ayes: Miller, Taylor-Burks, Woodward and Carter

No: None

Motion Carried.

18-89 Approval of the agenda with a motion to move item #2 (amended resolution for Clark Hill) and item #3 (second request for demolition for international construction of batch 9 & 11) at the end of agenda. Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

Ayes: Taylor-Burks, Woodward, Carter and Miller

No: None

Motion Carried.

18-90 Journal of March 20, 2018. Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

Ayes: Taylor-Burks, Woodward, Carter and Miller

No: None

Motion Carried.

Special Presentation -- McKenna with Neighborhood Revitalization Plan

Councilwoman Patrice Waterman arrived at 12:05 p.m.

President Kermit Williams arrived at 12:07 p.m.

18-91 Suspend the Rules to have agenda items before public comments. Moved by Councilperson Taylor-Burks and second by Woodward.

Ayes: Waterman, Williams, Woodward, Carter, Miller and Taylor-Burks

No: None

Motion Carried.

Council President Williams called for a 10 minutes recess to allow Attorney Anthony Chubb to look over the resolution to adopt the Neighborhood Revitalization Plan at 12:20 p.m.

Council Meeting reconvened at 12:30 p.m.

18-92 Consider a second reading ordinance to approve a PILOT request for Casa Del Rey, 111 Oneida. Moved by Councilperson Woodward and second by Taylor-Burks.

ORDINANCE NO. 2351

THE CITY OF PONTIAC ORDAINS:

SECTION 1. This Ordinance shall be known and cited as the *"City of Pontiac Tax Exemption Ordinance- Oneida Limited Dividend Housing Association, LLC"*

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions, to provide housing for its low-income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The

. City is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low - income persons and families is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that is constructed or rehabilitated with financing extended in reliance on such tax exemption. The City acknowledges that the Sponsor (as defined below) has offered, subject to receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority, to construct and rehabilitate, own and operate a housing project identified as *Oneida Limited Dividend Housing Association, LLC, a Michigan limited liability company* on certain property located at 111 Oneida Pontiac, MI 48341 in the City to serve low income persons and families, and that the Sponsor has offered to pay the City on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes.

SECTION 3. Definitions,

- A. "Authority" means the Michigan State Housing Development Authority.
- B. "Contract Rents" means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a housing project during an agreed annual period, exclusive of Utilities. .
- C. "LIHTC Program" means the Low-Income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended. .

- D. "Low Income Persons and Families" means persons and families eligible to move into a housing project.
- E. "Mortgage Loan" means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project and secured by a mortgage on the housing project.
- F. "Sponsor" means *Robert Beale, Oneida Limited Dividend Housing Association, LLC, a Michigan limited liability company* and/or any entity that receives or assumes a Mortgage Loan.
- G. "Utilities" means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

SECTION 4. Class of Housing Projects.

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan or Low Income Housing Tax Credits. It is further determined that *Oneida Limited Dividend Housing Association, LLC, a Michigan limited liability company* is of this class.

SECTION 5. Establishment of Annual Service Charge.

The housing project identified as *Oneida Limited Dividend Housing Association, LLC, a Michigan limited liability company* and the property on which it is located shall be exempt from all *ad valorem* property taxes from and after the commencement of construction or rehabilitation. The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to rehabilitate and operate the housing project, the City agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt of a Mortgage Loan, the annual service charge shall be equal to six percent (6%) of the Contract Rents actually collected by the housing project during each operating year.

SECTION 6. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

SECTION 7. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt, but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

SECTION 8. Payment of Service Charge.

The annual service charge in Lieu of taxes as determined under this Ordinance shall be payable in

the same manner as general property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the same calendar year. The annual payment for each operating year shall be paid on or before July 1st of the same operating year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA206, as amended; MCL 211.1, *et seq.*),

SECTION 9. Duration.

This Ordinance shall remain in effect and shall not terminate so long as a Mortgage Loan remains outstanding and unpaid and the housing project remains subject to income and rent restrictions under the LIHTC Program

SECTION 10. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

SECTION 11. Inconsistent Ordinances.

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance repealed to the extent of such inconsistency or conflict.

SECTION 12. Effective Date.

This Ordinance shall become effective April 6, 2018, as provided in the City Charter.

Ayes: Williams, Woodward, Carter, Miller, Taylor-Burks and Waterman

No: None

Ordinance Passed.

18-93 **Resolution approval of the Development Agreement between Oneida Limited Dividend Housing Association, LLC and the City of Pontiac.** Moved by Councilperson Woodward and second by Councilperson Waterman.

WHEREAS, the Pontiac City Council adopted a Low Income Housing Tax Exemption Ordinance, effective April 6, 2018, that exempts the Oneida Limited Dividend Housing Association, LLC (Casa del Rey) from property taxes in lieu of a service charge, commonly referred to as "Payment in Lieu of Taxes" ("PILOT"); and

WHEREAS, the City and Casa Del Rey have entered into a Development Agreement for the project, NOW THEREFORE BE IT RESOLVED THAT, the Pontiac City Council approves the Development Agreement between the Oneida Limited Dividend Housing Association, LLC and the City of Pontiac.

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Be It Further Resolved that the Pontiac City Council authorize the Mayor to execute the agreement on behalf of the City.

Ayes: Woodward, Carter, Miller, Taylor-Burks, Waterman and Williams

No: None

Resolution Passed.

18-94 **Resolution to have Mayor Waterman write a letter to support the Neighborhood Revitalization Plan on behalf of the City.** Moved by Councilperson Woodward and second by Councilperson Waterman.

Now Therefore, Be It Resolved, that the City Council approves that the Mayor write a letter in support of the Neighborhood Revitalization Plan for the Study Area including portions of Districts 1 and 2 that has been prepared and presented to the City.

Ayes: Carter, Taylor-Burks, Waterman, Williams and Woodward

No: Miller

Resolution Passed.

18-95 **Consider a second reading ordinance to approve a PILOT for Washington Square 710 Menominee.** Moved by Councilperson Woodward, second by Councilperson Waterman.

ORDINANCE NO. 2352

THE CITY OF PONTIAC ORDAINS:

SECTION 1. This Ordinance shall be known and cited as the "City of Pontiac Tax Exemption Ordinance-Venture Washington Limited Dividend Housing Association Limited Partnership."

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low-income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low-income persons and families is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that is constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City acknowledges that the Sponsor (as defined below) has offered, subject to receipt of a Authority-Aided Mortgage from the Michigan State Housing Development Authority, to construct; own and operate a housing project identified as Washington Square Apartments on certain property located at: 710 Menominee Pontiac, Michigan in the City to serve low income persons and families, and that the Sponsor has offered to pay the City on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes.

SECTION 3. Definitions.

- A. "Authority" means the Michigan State Housing Development Authority.
- B. "Annual Shelter Rent" means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent or occupancy charges, exclusive of Utilities.
- C. "Authority-Aided Mortgage means any of the following: (i) a mortgage insured, purchased or held by the Secretary of the Department of Housing and Urban Development (HUD"); (ii) a mortgage receiving interest credit reduction payments provided by HUD; (iii) a Housing Development to which the

Authority allocates low income housing tax credits under Section 22b of the Act; or (iv) a mortgage-receiving special benefits under other federal law designated specifically to develop low and moderate-income housing, consistent with the Act.

D. "Housing Development" means a development which contains a significant element of housing for persons of low income and such elements of other housing, commercial, recreational, industrial, communal, and educational facilities as the Authority determines to improve the quality of the development as it relates to housing for persons of low income. For the purposes of this Ordinance, "Housing Development" means Washington Square Apartments located at 710 Menominee Pontiac, Michigan which will occupy the previous Washington Middle School building on the north side of Menominee between Genesee and Chippewa Streets and is included in the current parcel ID number: 14-31-127-001. This description will be further supported by survey information as an attachment when available.

E. "Low Income Persons and Families" means persons and families eligible to move into a Housing Development.

F. "Sponsor" means Venture Washington Limited Dividend Housing Association Limited Partnership and any entity that receives or assumes an Authority-Aided Mortgage Loan.

G. "Tax Credits" means the low income housing tax credits made available by the Authority to the Sponsor for rehabilitation of the Housing Development by the Sponsor in accordance with the Low Income Housing Tax Credit Program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended,

H. "Utilities" means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

SECTION 4. Class of Housing Projects.

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Federally Aided Mortgage by the Authority. It is further determined that Washington Square Apartments is of this class.

SECTION 5. Establishment of Annual Service Charge.

The housing project identified as Washington Square Apartments and the property on which it is located shall be exempt from all *ad valorem* property taxes from and after the commencement of construction or rehabilitation. The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to construct/rehabilitate and operate the housing project, the City agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt of a Federally Aided Mortgage Loan, the annual service charge shall be the greater of Ten Thousand and No/100 (\$10,000) Dollars or 10% of the Annual Shelter Rents actually collected by the housing project during each operating year.

SECTION 6. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

SECTION 7. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the current calendar year. The annual payment for each operating year shall be paid on or before July 1 of the then current operating year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq.*).

SECTION 9. Duration.

This Ordinance shall remain in effect and shall remain in effect for a period of thirty (30) years from the effective date of this Ordinance.

SECTION 10. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid,

SECTION 11. Inconsistent Ordinances.

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance are repealed to the extent of such inconsistency or conflict.

SECTION 12. Effective Date.

This Ordinance shall become effective on April 6, 2018, as provided in the City Charter.

Ayes: Waterman, Williams, Woodward and Carter

No: Miller and Taylor-Burks

Ordinance Passed.

18-96 Resolution approval of the Development agreement between Venture Washington LDHALP and the City of Pontiac. Moved by Woodward and second by Taylor-Burks.

WHEREAS, the Pontiac City Council adopted a Low Income Housing Tax Exemption Ordinance, effective April 6, 2018, that exempts the Venture Washington LDHALP (Washington Square) from property taxes in lieu of a service charge, commonly referred to as "Payment in Lieu of Taxes" ("PILOT"); and

WHEREAS, the City and Washington Square have entered into a Development Agreement/or the project;

NOW THEREFORE BE IT RESOLVED THAT, the Pontiac City Council approves the Development Agreement between the Venture Washington WHALP and the City of Pontiac.

Be It Further Resolved that the Pontiac City Council authorize the Mayor to execute the agreement on behalf of the City.

Ayes: Carter, Taylor-Burks, Waterman, Williams and Woodward

No: Miller

Resolution Passed.

18-97 Consider a second reading ordinance to approve a PILOT for the Hamilton, 5 Carter Street. Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Ayes: Taylor-Burks, Waterman and Woodward
No: Miller, Williams and Carter
Ordinance Failed.

18-98 **Resolution approval of the Municipal Service Agreement and the Development Agreement between the Hamilton Limited Housing Dividend Housing Association Limited Partnership and the City of Pontiac was strike from the agenda due to above ordinance failure. Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.**

Ayes: Taylor-Burks, Williams, Woodward, Carter and Miller
No: Waterman
Motion Carried.

18-99 **Consider a second reading ordinance to amend PILOT for Arborview Limited Dividend Housing Association LLC, formerly known as Sanford Arms Limited Dividend Housing Association Limited Partnership contingent upon the MSHDA award of the LIHTC housing credits. Moved by Councilperson Taylor-Burks and second by Councilperson Woodward.**

ORDINANCE NO. 2353

THE CITY OF PONTIAC ORDAINS:

SECTION 1. This Ordinance shall be known and cited as the "City of Pontiac Tax Exemption Ordinance-Sanford Arms Apartments formally known as Arborview Apartments."

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low-income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low-income persons and families is a public necessity, and as the City will be benefited and improved by such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that is constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City acknowledges that the Sponsor: Sanford Arms Limited Dividend Housing Association Limited Partnership (as defined below) has previously received an allocation under the LIHTC Program by the Michigan State Housing Development Authority, to acquire and rehabilitate, own and operate a housing project identified as Sanford Arms Apartments on certain property located at: 100-187 Fiddis; 1-139 Leonard Court; and 121-129 N. Sanford in the City of Pontiac to serve low income persons and families, and that the Sponsor has been paying to the City on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes as outlined in Ordinance No. 2110 and the agreement titled Payment in Lieu of Taxes Agreement between the City of Pontiac and Sanford Arms Limited Dividend Housing Association Limited Partnership (hereinafter "PILOT Agreement") dated July 9, 2000.

SECTION 3. Definitions.

- A. "Authority" means the Michigan State Housing Development Authority.
- B. "Annual Shelter Rent" means the total collections during an agreed annual period from or paid on behalf of all occupants of a housing project representing rent on occupancy charges, exclusive of Utilities.
- C. "LIHTC Program" means the Low-income Housing Tax Credit program administered by the Authority under Section 42 of the Internal Revenue Code of 1986, as amended.
- D. "Low Income Persons and Families" means persons and families eligible to move into a housing project as defined in the Act.
- E. "Mortgage Loan" means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant made or to be made by the Authority to the Sponsor for the construction, rehabilitation, acquisition and/or permanent financing of a housing project, and secured by a mortgage on the housing project.
- F. "Sponsor" means Sanford Limited Dividend Housing Association, Limited Partnership, a Michigan limited partnership, and any successor entity that receives or assumes a Mortgage Loan, or initiates or assumes the property restrictions under a LIHTC Program regulatory agreement.
- G. "Utilities" means charges for gas, electric, water, sanitary sewer and other utilities furnished to the occupants that are paid by the housing project.

SECTION 4. Class of Housing Projects.

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for Low Income Persons and Families that are financed with a Mortgage Loan or regulated in accordance with the LIHTC Program. It is further determined that Sanford Arms Apartments is of this class.

SECTION 5. Establishment of Annual Service Charge.

The housing project identified as Sanford Arms Apartments and the property on which it is located shall be exempt from all *ad valorem* property taxes pursuant to Ordinance 2110 and PILOT Agreement. The City acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. The City agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Effective immediately the annual service charge shall be the equal to 6% of the Contract Rents actually collected by the housing project during each operating year. This Ordinance will replace the PILOT Agreement. If for any reasons this Ordinance is found to be invalid then the PILOT Agreement would continue to remain in effect.

SECTION 6. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

SECTION 7. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid on that portion of the housing project if the housing project were not tax exempt.

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City/Township and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the current calendar year. The annual payment for each operating year shall be paid on or before July 1 of the same operating year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq.*).

SECTION 9. Duration.

This Ordinance shall remain in effect and shall not terminate so long as a Mortgage Loan remains outstanding and unpaid and the housing project remains subject to income and rent restrictions under the LIHTC Program

SECTION 10. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any

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section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

SECTION 11. Inconsistent Ordinances.

All ordinances or parts of ordinances inconsistent or in conflict with the provisions of this Ordinance repealed to the extent of such inconsistency or conflict. ·

SECTION 12. Effective Date.

This Ordinance shall become effective April 6, 2018, as provided in the City Charter.

Ayes: Taylor-Burks, Waterman, Williams, Woodward, Carter and Miller

No: None

Ordinance Passed.

18-100 **Resolution approval of the Municipal Services Agreement and the Development Agreement between Arborview Limited Dividend Housing Association LLC, formally known as Sanford Arms Limited Dividend Housing Association Limited Partnership, and the City of Pontiac.** Moved by Councilperson Taylor-Burks and second by Councilperson Woodward.

Whereas, the Pontiac City Council adopted a Low Income Housing Tax Exemption Ordinance, Effective April 6, 2018, that exempts the Arborview Limited Dividend Housing Association, LLC (Arborview Apartments) from property taxes in lieu of a service charge, commonly referred to as "Payment in Lieu of Taxes" ("PILOT"); and

Whereas, Arborview Apartments has agreed to pay to the City and annual municipal services fee to defray the City's cost of providing police, fire and EMS services; and

Whereas, the City and Arborview Apartments have entered into a Municipal Services Agreement; and

Whereas, the City and Arborview Apartments also have entered into a Development Agreement regarding the PILOT,

Now, Therefore, Be It resolved, that the Pontiac City Council approves the Municipal Services Agreement and Development Agreement between the Arborview Limited Dividend Housing Association, LLC and the City of Pontiac.

Be It Further Resolved that the Pontiac City Council authorize the Mayor to execute the agreements on behalf of the City.

Ayes: Waterman, Williams, Woodward, Carter, Miller and Taylor-Burks

No: None

Resolution Passed.

18-101 Resolution to authorize the Mayor to sign MDOT funding agreement for the Joslyn Road Resurfacing Project. Moved by Councilperson Taylor-Burks and second by Councilperson Woodward.

Whereas, the City of Pontiac has received the funding agreement from the Michigan Department of transportation, and;

Whereas, the Department of Public Works, Engineering Division has reviewed the subject agreement, and;

Whereas, the project is budgeted in the 2017/2018 Major Street budget,

Now, Therefore, Be It Resolved that the Pontiac City Council authorized the Mayor or Deputy Mayor to sign the MDOT funding agreement for the North Saginaw Water Main Replacement and Reconstruction.

Ayes: Williams, Woodward, Carter, Miller, Taylor-Burks and Waterman

No: None

Resolution Passed.

18-102 Resolution to adopt amended resolution from 3-20-2018 for Council to have Legal Counsel on a temporary basis from Clark Hill. Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

WHEREAS, Attorney Reginald M. Turner of the law firm, Clark Hill, has presented a revised engagement letter dated March 20, 2018, to the Pontiac City Council regarding temporary legal representation of the Pontiac City Council with regard to matters pending before said Council; and,

WHEREAS, Pursuant to 3.115 of the Pontiac City Charter, the Pontiac City Council may enter into contracts for professional services; and,

WHEREAS, Section 4.204 of the Pontiac City Charter also provides that the Pontiac City Council may engage independent legal counsel on a temporary basis for purposes of obtaining the opinion or advice of independent legal counsel in any matter pending before it and the revised Clark Hill letter specifically tracks this provision.

NOW, THEREFORE BE IT RESOLVED, the Pontiac City Council hereby acknowledges and agrees to the standard terms of the Engagement Agreement for Legal Services dated March 20, 2018, provided by Clark Hill.

Ayes: Woodward, Carter, Miller, Taylor-Burks, Waterman, Williams

No: None

Resolution Passed.

Councilman Woodward left meeting at 12:55 p.m.

18-103 Postpone for one week the second request to authorize the Mayor and/or Deputy Mayor to sign contract with International Construction for CDBG Demolition Project for Batch 9

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in the amount of \$86,927.00 and Batch 11 in the amount of \$91,312.00. Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

Ayes: Carter, Miller, Taylor-Burks, Waterman and Williams

No: None

Motion Carried.

President Pro-Tem Randy Carter adjourned the meeting at 1:52 p.m.

**SHEILA R. GRANDISON
ACTING CITY CLERK**

City of Pontiac Resolution for Kaela Webb

WHEREAS, It is the sense of this legislative body to honor an outstanding, young adult of remarkable character, who is inspirational and who serves as a role-model to others; and,

WHEREAS, Kaela Webb is a Pontiac resident and attends Detroit County Day High School; and,

WHEREAS, Kaela Webb is an incredible student who not only has a 3.6 GPA, but was selected as one of five finalists for the Prestigious Female of the Year Award presented by the Detroit Athletic Club; and,

WHEREAS, Kaela Webb is an accomplished athlete who has attended the Final 4, four times, each of the four years of her high school career and on March 17, 2018, made history at Calvin College in Grand Rapids, clinching her third State Championship; and,

WHEREAS, Kaela Webb is a young leader who has proven to be dedicated to the community as Kaela developed and implemented an outreach program called #KlutchKae, hosted a free basketball clinic for Pontiac residents, created and provided Christmas cards and gifts to Veterans which were donated to the American Legion Cooks #20 post, participated in the Alpha Kappa Alpha Day of service event, assisted in cleaning the Baldwin Center in Pontiac, and has been involved in many other service projects; and,

WHEREAS, Kaela Webb is a rising star and serves as an example, the sky is the limit and with young people like Kaela Webb, there is hope for a better tomorrow and the possibilities are endless.

NOW, THEREFORE BE IT RESOLVED, that the Pontiac City Council, and members of this great community, honor and salute the personal accomplishments and achievements of Kaela Webb for a job well done and for truly representing the City of Pontiac. Congratulations.

Kermit Williams, President

Randy Carter, President Pro-Tem

Patrice Waterman, Councilwoman

Don Woodward, Councilman

Mary Pietila, Councilwoman

Gloria Miller, Councilwoman

Doris Taylor-Burks, Councilwoman



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

FROM: Jane Bais-DiSessa, Deputy Mayor

DATE: March 29, 2018

Cc: Nevrus Nazarko, Finance Director, Anthony Chubb, City Attorney, and Sheila Grandison, City Clerk

RE: City Council Agenda – Consider Awarding Demolition Contract to International Construction for Batch 9 (\$89,927.00) and Batch 11 (\$91,312.00).

RECEIVED
2018 MAR 29 PM 2:09
PONTIAC CITY CLERK

As requested, attached are the following documents for the above referenced item:

- Letter from Oakland County regarding the bidding process and authorizing use of International Construction,
- Memo (email) from DPW Director John Balint regarding Load Limit Exemption during 2018 Frost Laws, and
- Letter (via email) from Attorney James H. Crane, Attorney for Milford Construction releasing them from Batch 9 and Batch 11.

Thank you for your attention to this request. I be attending City Council meeting to address any questions.

Sincerely,

Jane Bais DiSessa
Deputy Mayor

JBD

Attachments



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

RECEIVED
2018 MAR 29 PM 2:09
PONTIAC CITY CLERK

TO: Honorable Mayor, Council President and City Council Members

FROM: Jane Bais-DiSessa, Deputy Mayor *Jane Bais DiSessa*

DATE: March 23, 2018

Cc: Nevrus Nazarko, Finance Director, Anthony Chubb, City Attorney,

RE: **Second Request – Consider Awarding Demolition Contract to International Construction for Batch 9 (\$86,927.00) and Batch 11 (\$91,312.00).**

It is respectfully requested that my recommendation to award the demolition contract to International Construction for Batch 9 and Batch 11 be reconsidered. Approval of this recommendation will result in a savings of \$78,000.00, which can be used for the demolition of additional properties.

However, as mentioned in an earlier memo to the City Council, should this recommendation not be considered, additional costs to the City would result due to the boarding and potential retesting of the 18 properties ready for demolition. It is estimated that these costs will range between \$10,000 and \$48,000.

Attached is an updated memo from Mr. Francesco Monaco, General Manager for International Construction, which indicates that accepts the project, will maintain his original bid, and will complete it in 30 days.

Also, with regards to the required use of "sand" as fill material for demolished properties, I have reviewed the City Charter and have spoken with both the DPW Director and Building Official to address this matter fully. Please know that the City Charter does not require the use of "sand." Section 22-549 (a) of the City's Demolition Ordinance states:

- (a) **Backfill.** When site conditions permit, as determined by the Community Development Director or his designee, on-site soil may be used as backfill material. The top nine to 12 inches of topsoil shall be stripped and stockpiled on site for use as final topsoil and grading material. If adequate topsoil is not available on site, the contractor shall bring in enough topsoil from off site to place a minimum four-inch cover on the entire site. Excess excavation materials shall be removed from the site. Topsoil material shall not be permitted as deep fill material.

Memorandum – Second Request RE: Demolition Contract

March 23, 2018

Page 2 of 2.

Any borrow or fill material shall be approved by the Community Development Director or his designee or an approved third party engineer before and during the placing of the material. All depressions on the property shall be filled, compacted to 95 percent capacity, and graded to a uniform slope with adequate drainage.

For your information, as required by HUD regulations, attached is a copy of the signed sworn statement to confirm that a contractor has used "clean fill material meeting or exceeding contract specifications."

Lastly, please know that on December 5, 2017, Milford Salvage was given a 60-day extension for Batch 9 and Batch 11. Unfortunately, due to management and fiscal concerns, Milford was unable to meet their completion deadline.

The City's Demolition program is vital to the elimination of blight in our neighborhoods; to delay its implementation for even a few months would be detrimental. Again, I respectfully request your favorable support of this item.

Thank you.

Attachment



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

3/22/2018

Good Day Mr. Belyue,

In regards to Pontiac Demolition Batch 9, our original bid price still stands with the elimination of 623 Arthur, 409 Bloomfield , & 502 Bloomfield. The remaining homes will retain their original bid price for a total of seven homes at a cost of \$86,927.00. We would be able to start this project immediately and have it completed within 30 days weather permitting.

In regards to Pontiac Demolition Batch 11, our original bid price still stands with the elimination of 488 Bloomfield & 896 Sarasota. The remaining homes will retain their original bid price for a total of eleven homes at a cost of \$91,312.00. We would be able to start this project immediately and have it completed within 30 days weather permitting.

Both Batch 9 & Batch 11 take high priority and will begin immediately following permit acquisition. Thank you for this opportunity!

Regards,

Francesco Monaco
General Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

being duly sworn, deposes and says: That

is a/the

(Contractor)(subcontractor)(supplier) for an improvement to the following described real property situated in Oakland County, Michigan, described as follows: *(insert legal description of property)*

37 N FRANCIS 92 S FRANCIS 33 S MIDLAND-
79 S MIDLAND 22 N EASTWAY 500 RAEBURN
296 CRYSTAL LAKE 314 E WILSON 312 RAEBURN
272 S SANFORD 350 E JUDSON 32 S PADDOCK
385 UNIVERSITY 398 JORDON

That the following is a statement of each subcontractor and supplier and laborer, for which laborer the payment of wages or fringe benefits and withholdings is due but unpaid, with whom the (Contractor)(subcontractor)(supplier) has (contracted)(subcontracted)(supplied material)(supplied labor) for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names, as follows:

[illegible]

SUB TOTALS								
Name of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Already Paid	Amount Currently Owning	Balance to Complete	Amount of Laborer Wages Due But Unpaid	Retention	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
TOTALS		0.00	N/A					

That the contractor has not procured material from, or subcontracted with, any person other than those set forth on the reverse side and owes no money for the improvement other than the sums set forth on the reverse side.

Deponent further says that he or she makes the foregoing statement as the (contractor)(subcontractor)(supplier) or as _____ of the (contractor)(subcontractor)(supplier) for the purposes of representing to the owner or lessee of the premises described on the reverse side and his or her agents that the property described on the reverse side is free from claims of construction liens, or the possibility of construction liens, except as specially set forth on the reverse side hereof and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being Section 570.1109 of the Michigan Compiled Laws.

WARNING TO OWNER: AN OWNER OR LESSEE OF THE PROPERTY DESCRIBED ON THE REVERSE SIDE HEREOF MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

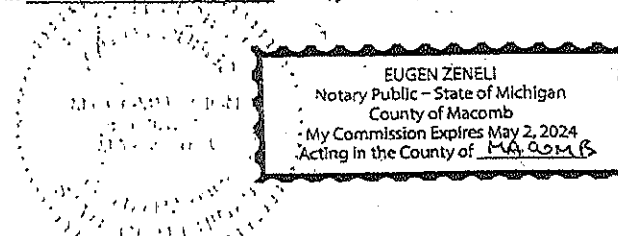
"IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THE SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE, MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO IS ENTITLED TO NOTICE OF RECEIPT OF THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST."

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED,

BEING SECTION 570.1110 OF THE MICHIGAN COMPILED LAWS.

Francisco Morao, General Manager (Deponent)
Subscribed and sworn to before me this 20th day of FEBRUARY, 2018.

EUGEN ZENELI, Notary Public
MACOMB County, Michigan
My commission expires: MAY 24 2024
Acting in MACOMB County





March 14, 2018

Ms. Jane Bais Disessa, Deputy Mayor
City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342

RE: DEMOLITION CONTRACTOR RECOMMENDATION

Dear Jane:

I have requested on several occasions, a written schedule from Milford Salvage an Iron, to complete their contract for the demolition of the houses in Batch 9 and Batch 11. I have not received a schedule of completion, the progress is well behind the Contract time frame has expired. Therefore, I recommend that the City of Pontiac deny an extension of the current contract, based on their progress to date. As of this letter, Milford has only demolished four (4) houses and has been issued permits for three additional houses.

Property Demolished

488 Bloomfield (Batch 11)
409 Bloomfield (Batch 9)
502 Bloomfield (Batch 9)
623 Arthur (Batch 9)

Property Permitted

62 Murray (Batch 9)
1017 Cherrylawn (Batch 11)
1083 Cherrylawn (Batch 11)

Property Permit Requested

84 Matthews (Batch 9)
74 Ogemaw (Batch 9)
810 Melrose (Batch 11)
82 Princeton (Batch 11)
69 Waldo (Batch 11)

I would recommend awarding the remaining properties to International Construction who has completed Batch 8 and 10. Attached is a letter from International agreeing to honor the pricing originally submitted with their Bid. This option would save the City of Pontiac approximately \$54,000.00 on Batch 11 and \$24,000.00 for Batch 9.

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

Best Regards,

Dwight E. Belyue
CEO

DCR Services & Construction, Inc. 828 South Dix Street, Detroit, MI 48217
SBA Certified: 8(A), HUBZone and Small Disadvantaged Business

Memorandum

To: Honorable Mayor, Council President and City Council Members

From: Michelle L. McKenzie, Purchasing Agent

Through: Jane Bals-DiSessa, Deputy Mayor

Date: March 15, 2018

Re: Home Demolitions Contractor Recommendation Batch 9 & 11

The City advertised for bids for Home Demolitions. The proposals were accepted on October 2, 2017 at 2:00 pm in the office of the City Clerk and publically opened at that time.

The award for Home Demolition Batches 9 & 11 went to Milford Salvage & Metal Co. Inc. Although Milford was not the low bidder on Group 9 & 11 the award was recommended to Milford in an attempt to speed up the schedule of completion to meet Oakland County's spending timelines with HUD. Since the inception of the contract Milford Salvage has failed to perform the services in the timeframe outlined in the contracts and amendments, therefore Milford Salvage is in default of their contractual duties and obligations.

In an effort to continue the demolition process for Batch 9 & Batch 11, International Construction, Inc. was contacted about the demolition of the remaining houses in Batch 9 and Batch 11. International received the contract awards for Home Demolition Batch 8 & 10. International has completed demolition of Batch 8 and currently are in the process of finishing demolition for Batch 10. International Construction has proven their ability to meet the demands of a strict demolition schedule.

International has agreed to hold their original prices they submitted with their bids. By allowing International Construction, Inc. to finish the demolition batches 9 & 11, this action will save approximately \$ 75,000 in construction costs. Future demolition projects will benefit from the incurred savings.

Any delay in approving these contracts will hinder the completion of demolition batches 9 & 11. The contracts will be paid with Community Development Block Grant (CDBG) funds. International's contract bid amount for Batch 9 is \$ 86,927.00. International's contract bid amount for Batch 11 is \$ 91,312.00.

As such, it is recommended that the City authorize the Mayor or Deputy Mayor to enter into a contract with the above-mentioned contractor, International Construction, Inc.:

WHEREAS, the City of Pontiac advertised and received responses to a request for proposals for Home Demolition for Batches 9 & 11 on October 2, 2017 and publically opened bids; and,

WHEREAS, the original contractor has defaulted on their contracts and the remaining homes in Batch 9 & 11 need to be demolished; and,

WHEREAS, in an attempt to finish demolition of the remaining homes in Batch 9 & 11, International Construction, Inc. was contacted; and,

WHEREAS, International Construction, Inc. has agreed to hold their original bid prices, for Batch 9 in the amount of \$ 86,927.00 and Batch 11 in the amount of \$ 91,312.00; and,

WHEREAS, the contracts will be granted to International Construction, Inc. The total funding for all work performed, by the contractor, under this agreement and will be funded by CDBG dollars;

NOW, THEREFORE, BE IT RESOLVED that the Pontiac City Council authorize the Mayor and/or Deputy Mayor to sign a contract with; International Construction, Inc. for Home Demolitions for Batch 9 in the amount of \$ 86,927.00 and Batch 11 in the amount of \$ 91,312.00.

REVISED BID TAB

BATCH # 9A
 DATE: 10/2/2017
 # OF HOUSES: 10
 ACTIVITY: DEMOLITION

ADDRESS:	Milford Salvage Iron & Metal Co. Inc	Able Demolition	Salenbien Trucking & Excavating Inc.	International Construction Inc.	Blue Star, Inc.	Homrich	
623 ARTHUR AVE							
408 BLOOMFIELD AVE							
502 BLOOMFIELD AVE							
65 GILLESPIE	\$ 22,728.12	\$ 24,442.00	\$ 24,800.00	\$ 20,338.00	\$ 22,300.00	\$ 23,467.00	
113 LINCOLN	\$ 16,145.41	\$ 17,372.00	\$ 19,224.00	\$ 13,080.00	\$ 17,200.00	\$ 19,191.00	
111 MARY DAY AVE	\$ 14,560.95	\$ 15,150.00	\$ 18,048.00	\$ 10,829.00	\$ 14,600.00	\$ 18,394.00	
64 MATTHEWS	\$ 16,245.68	\$ 16,564.00	\$ 20,280.00	\$ 12,168.00	\$ 14,900.00	\$ 17,881.00	
62 MURRAY	\$ 13,180.22	\$ 14,443.00	\$ 16,032.00	\$ 9,619.00	\$ 13,800.00	\$ 14,702.00	
74 OGEMAW	\$ 16,592.43	\$ 15,958.00	\$ 16,740.00	\$ 11,590.00	\$ 14,800.00	\$ 15,497.00	
15 SHORT	\$ 13,281.56	\$ 14,140.00	\$ 15,504.00	\$ 9,303.00	\$ 14,300.00	\$ 16,030.00	

BID TOTAL \$ 112,734.37 \$ 118,069.00 \$ 130,628.00 \$ 86,927.00 \$ 111,900.00 \$ 125,162.00

Name/Work Activity of RFP:

HOME DEMOLITION 9A

Witness:

Michelle McKenzie Sheila Grandison

Witness:

Jane Bais-DiSessa

Opened by City Clerk:

Sherikia Hawkins

Date:

10/2/17 @ 2:00 pm

REVISED BID TAB

BATCH # 11A
 DATE: 10/2/2017
 # OF HOUSES: 12
 ACTIVITY: DEMOLITION

ADDRESS:		Milford Salvage Iron & Metal Co. Inc	Able Demolition	Salenbien Trucking & Excavating Inc.	International Construction Inc.	Blue Star, Inc.	Homrich	
488	BLOOMFIELD AVE							
1017	CHERRYLAWN DR	\$ 7,948.68	\$ 9,090.00	\$ 10,000.00	\$ 2,940.00	\$ 11,600.00	\$ 9,208.00	
1083	CHERRYLAWN DR	\$ 15,253.43	\$ 17,271.00	\$ 20,940.00	\$ 12,215.00	\$ 14,200.00	\$ 16,971.00	
15	HOWARD E	\$ 18,238.66	\$ 17,372.00	\$ 19,308.00	\$ 11,332.00	\$ 18,300.00	\$ 18,159.00	
703	MANSFIELD E	\$ 11,594.72	\$ 11,716.00	\$ 11,102.00	\$ 5,620.00	\$ 14,800.00	\$ 14,545.00	
810	MELROSE ST	\$ 10,397.66	\$ 11,817.00	\$ 11,160.00	\$ 6,510.00	\$ 11,600.00	\$ 13,394.00	
912	MELROSE ST	\$ 12,404.36	\$ 14,544.00	\$ 14,340.00	\$ 8,435.00	\$ 13,500.00	\$ 15,756.00	
36	ORTON	\$ 10,544.39	\$ 12,423.00	\$ 13,584.00	\$ 5,943.00	\$ 14,300.00	\$ 14,217.00	
82	PRINCETON E	\$ 12,461.36	\$ 11,716.00	\$ 15,680.00	\$ 5,529.00	\$ 12,200.00	\$ 13,412.00	
896	SARASOTA							
19	STOWELL ST	\$ 15,010.63	\$ 15,857.00	\$ 18,840.00	\$ 10,990.00	\$ 15,600.00	\$ 16,182.00	
69	WALDO	\$ 18,009.60	\$ 20,200.00	\$ 23,400.00	\$ 13,720.00	\$ 19,700.00	\$ 20,524.00	
171	WALL	\$ 13,978.26	\$ 15,554.00	\$ 13,728.00	\$ 8,078.00	\$ 14,900.00	\$ 14,851.00	
BID TOTAL		\$ 145,841.75	\$ 157,560.00	\$ 172,082.00	\$ 91,312.00	\$ 160,700.00	\$ 167,219.00	

Name/Work Activity of RFP:

HOME DEMOLITION 11A

Witness:

Michelle McKenzie Sheila Grandison

Witness:

Jane Bais-DiSessa

Opened by City Clerk:

Sherikia Hawkins

Date:

10/2/17 @ 2:00 pm



OAKLAND COUNTY EXECUTIVE L. BROOKS PATTERSON

COMMUNITY &
HOME IMPROVEMENT

Karry L. Riehl, Manager
(248) 858-0493

RECEIVED
2018 MAR 29 PM 2:12
PONTIAC CITY CLERK

March 27, 2018

Jane Bais-Disessa, Deputy Mayor
City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342

RE: Demolition Contractor Removal / Award Batch #9 & #11

Dear Ms. Bais-Disessa,

Milford Salvage Iron & Metal Inc. was awarded contracts on November 7, 2017 (see attached award letter) to demolish 22 houses in the City of Pontiac (batch #9 -10 houses and batch #11- 12 houses). Milford Salvage Iron & Metal Inc. returned the executed contracts to the City of Pontiac on November 29, 2017, which constitutes the contract date. Milford Salvage Iron & Metal Inc. requested and was granted an Amendment to their contract providing them 60 days from the date of execution of the contract to demolish the 22 properties. The attached amendment was executed December 5, 2017, extending the contract completion 60 days to January 29, 2018.

The contract expired on January 29, 2018. However, Milford Salvage Iron & Metal Inc. had begun demolition on (4) four properties without completing the demolition of the remaining 18 houses. If you wish to terminate the contract due to the lack of progress on batches #9 and #11, a termination of contract is required.

International Construction Inc. was the lowest bidder on the October 2, 2017 bid opening on batch #9 at \$115,900.00 and batch #11 at \$99,201.00. They were not awarded these two contracts because at that time it was determined the work could get done faster using two contractors. However, Milford Salvage Iron & Metal Inc. has not complied with the contract requirements.

International Construction Inc. was an original bidder in this round of demolitions. They are currently a contractor in good standing with the City of Pontiac and are CDBG compliant. They have agreed to honor their original bid pricing (see letter dated March 22, 2018) for the remaining 18 properties. They have successfully completed two other contracts on time.

Based on this information, the City of Pontiac and International Construction Inc. are compliant with HUD & CDBG regulations. The City does not have to re-bid batch's #9 & #11 and, therefore, can award the contracts to International Construction Inc. This will save the City approximately \$80,337.12, allowing these CDBG funds to be spent on future demolitions.

Sincerely,

Mike Pucher
Supervisor Contract Compliance Unit
Community & Home Improvement Division, Oakland County
Oakland Pointe, Suite 1900
250 Elizabeth Lake Road
Pontiac MI 48341



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

November 7, 2017

Milford Salvage Iron & Metal Co., Inc.
Attention: Joe Bruz
2823 E. Buno Road
Milford, MI 48381

Dear Mr. Bruz,

The City of Pontiac received your bid proposal for the Home Demolition Bid Batch 11. Congratulations, your bid has been accepted as the lowest qualifying bid, by the City Council.

You have been awarded the contract for Home Demolition Bid Batch 11. I will email a copy of the contract. We need two original signed copies of each contract.

Please sign and return them to the City of Pontiac. We would appreciate you emailing a scanned copy of the contract and then mailing the original signed copies to:

City of Pontiac
Attn: Michelle L. McKenzie, Purchasing Agent
47450 Woodward Avenue
Pontiac, MI 48342

If you have, any questions or concerns feel free to contact me.

Thank you for your interest in doing work for the City of Pontiac.

Sincerely,

Michelle L. McKenzie

Michelle L. McKenzie
Purchasing Agent/Fiscal Analyst
(248) 758-3120

HOME DEMOLITION CONTRACT

For Batch 11

City of Pontiac
Municipality

Milford Salvage Iron & Metal Co., Inc.
Contractor

Service Delivery

Effective Date: November 29, 2017

Completion Date: Contractor will have a maximum of 30 days from the signing of this contract to complete the project. The contract may be extended with the approval from the City.

Section I. AGREEMENT

This contract is made this day, November 29, 2017, between Milford Salvage Iron & Metal Co., Inc., a Michigan corporation, hereinafter designated as the "Contractor", having its principal office at 2823 East Buno Road, Milford, Michigan 48381 and, the City of Pontiac, hereinafter designated as the "Municipality", having its principal office at 47450 Woodward Avenue, Pontiac, Michigan 48342.

Section II. PURPOSE

A) The purpose of this contract shall be shall provide demolition services for the adjusted bid price of \$ 167,274.65 (One Hundred Sixty-Seven Thousand Two Hundred Seventy-Four Dollars and Sixty-Five Cents) as described in the bid specification prepared by the City of Pontiac and incorporated into this agreement as APPENDIX A.

B) Federal CDBG and NSP 3 Performance Measures are pre-determined for public service activities and include:

Goal - Improve Quality of Life; Objective - Suitable Living Environment; Indicator - # of Low/Moderate Income Persons with New Access to Service as reported in the Direct Benefit Activity Report; Outcome - Improved Availability/Accessibility.

Section III. THE CONTRACTOR'S RESPONSIBILITIES

The Contractor shall:

A) Maintain records pertaining to the monies received and services provided in accordance with this agreement for a minimum of seven years from the completion of this agreement. Allow the County of Oakland, the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States and any of their authorized representative's access to financial records pertaining to Community Development Block Grant Funds and NSP 3 and this agreement for the purpose of audit or examination.

- B) Provide the Municipality and Oakland County Community & Home Improvement Division specific requirements as outlined in APPENDIX B.
- C) Provide the Municipality invoices for services rendered based on actual costs as outlined in APPENDIX A.
- D) Submit payment requests that include required supporting documentation monthly or quarterly. Required documentation includes the "Direct Benefit Activity Report" to capture client information.
- E) Provide management and personnel to adequately perform the services described in APPENDIX B.
- F) Be solely responsible for any and all taxes (federal, state and/or local); worker's compensation insurance; disability payments; social security payments; unemployment insurance payments; insurance, and/or any similar type of payments for the Contractor or any employee thereof; and shall hold the Municipality harmless from any and all such payments.
- G) Provide insurance in the kind and amount specified by the Municipality. The Municipality shall be named as an additional insured thereon and furnished with a certificate thereof when applicable.
- H) The Contractor will not solicit or apply funds from any other source for the services reimbursed under this agreement.

Section IV. THE MUNICIPALITY'S RESPONSIBILITIES

The Municipality shall:

- A) In consideration for services rendered by the Contractor, pay the Contract Price of up to One Hundred Forty-Nine Thousand Two Hundred and Twenty Dollars (\$167,274.65) for the demolition of Twelve (12) properties according to the information outlined in APPENDIX A.
- B) Recompense the Contractor upon receipt of a payment request that includes required accurate supporting documentation from the Contractor in amounts and time intervals as specified in APPENDIX B and this document.

Section V. COMPLIANCE

- A) The Contractor shall comply with applicable laws, ordinances, codes and regulations of the Federal, State and local governments as described in APPENDIX B. **Contractor will provide the City with the 10-day notice form prior to the demolition of the property and submit landfill waste manifest sheets following the completed work.**
- B) The following scope of work and technical specifications shall apply to each and every home site to be demolished individually, and to the entire project.

The work in general consists of:

1. Demolition of the house, any accessory structures, garage or shed, basement walls and floors, foundations, footings, slabs, driveways up to curb line (excluding approach and public sidewalk), sidewalks on the private property up to the City sidewalks, removal and disposal of landscaping (trees, shrubs & ornamentals) removal and disposal of all building debris and any other debris on the site, such as junk vehicles and fences. All existing rubbish, trash, and junk apart from that of the demolished structures shall be removed and the entire site shall be left clear of such material. All items removed from the property shall be properly disposed of at a licensed public landfill.

a. The demolition contractor shall provide a waste manifest for the construction debris from each demolished dwelling/structure.

2. Backfilling Requirements;

a. Prior to backfilling, the Contractor must request a building inspection of the site and allow the inspector access to take any necessary photos, check for debris removal, and floor removal. The contractor must also provide for inspection of the sewer capping. In addition, a Building and Safety Department representative must be present prior to beginning the backfilling process to ensure the requirements are met to their fullest.

b. Backfill material is to consist of sandy loam soil; no blue clay soil shall be used for any portion of the backfill; material used is to be entirely free of all foreign materials that include, but are not limited to clay, organic material vegetation, or site debris.

c. The contractor must compact the backfill in no more than 12-inch layers to not less than 90 percent unit weight; if sand is used in backfill material, the top 12-inches of fill may be clean fill dirt as described above. The contractor shall provide for a minimum depth of four inches of topsoil over the excavated area.

d. The contractor must grade the site to provide surface water drainage to minimize the pooling/collection of surface water and not create issues or problems to adjacent properties.

e. The contractor must seed and straw the entire lot with perennial Blue Grass, or have a hydro-seed product installed after completion of finish grading before calling for a final inspection. Seeding shall be placed after April 15 and before October 1. A retainage amount of \$ 1,000 (one thousand dollars) per house will be held until final inspection is approved.

f. The contractor must provide an affidavit indicating the origin of the backfill to be used. The soil shall contain no sensitive contamination as prohibited by governmental regulations (i.e. State of Michigan, Act 307 and Act 64, EPA-Federal government, 40 CFR 261) or other regulations imposed during the life of the Contract. If contractor has purchased the backfill to be used, please provide a proof of purchase/acquisition.

g. Section 106 National Historic Preservation act of 1966 as amended: If at any time during the demolition process historic artifacts or places of significant interest are discovered, work must be stopped and the Deputy Mayor, Jane Bais-DiSessa, contacted at 248-758-3322. It shall be the

responsibility of the City to contact the Oakland County Community & Home Improvement Division regarding the SHPO findings.

Historic archeological discoveries may include the following:

- Evidence of human activity
- Bones, burial sites or funerary
- Pottery, beads, tools, arrowheads, weapons
- Sculptures, monuments, fountains, boundary markers
- Ceremonial areas, religious or sacred materials
- Plant & animal communities

3. Provide and install traffic control signs, barricades, canopies, and flagmen when necessary and directed by Pontiac City Field Representative. A daily schedule of demolitions needs to be submitted to the Purchasing Agent, Michelle McKenzie at MMcKenzie@pontiac.mi.us so the City can advise authorities of possible, temporary road closures.

4. The demolition contractor will furnish the City of Pontiac with project schedule within seven working days of receipt of contract.

5. Project must be completed within thirty (30) days after signing demolition contract. The City's Project Engineering firm DCR Services has obtained all utility clearances for each property. (See item 9 below for water/sewer services)

6. Post advance notice of construction at each property location where the dwelling/structure is scheduled to be demolished a minimum of three (3) days before commencing work.

7. The Contractor is responsible for any damage to the existing adjacent City curbs/sidewalks that are caused by the demolition contractor's equipment. The demolition contractor shall provide wood planking or other protective measures to prevent damage/cracking of the existing city sidewalk/curbs/aprons by the demolition dozers, backhoe, etc.

8. The Contractor is responsible for paying all fees associated with demolition permits, sewer caps including Water and Sewer Services.

9. The Contractor must secure a demolition and right-of-way permit from the City of Pontiac.

10. The Contractor must notify the occupants of adjacent properties (in writing) when the demolition will take place a minimum of 24 hours prior to demolition.

11. Each property location with an open hole, must have four feet (4') of plastic snow fencing (tied and staked down) at the perimeter of the Site excavation to minimize unauthorized site entry, or follow MIOSHA guidelines for open-hole barricades, if complete backfilling is not finished before the end of a workday unless approved otherwise by the Building Inspector. Open excavations shall not be left unsecured overnight.

Section VI. DISCRIMINATION PROHIBITED

The Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Contractor and the Municipality shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract.

Section VII. PROHIBITION OF POLITICAL AND RELIGIOUS ACTIVITY

There shall be no religious worship, instruction or proselytization as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations -- lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.

Section VIII. GENERAL CONTRACT PROVISIONS

- A) Merger or Integration: This agreement constitutes the entire agreement between the Contractor and the Municipality with respect to the subject matter hereof; there are no other further written or oral understandings or agreements with respect hereto.
- B) Modification, Assignment or Subcontracting Absent Prior Written Consent: No variation or modification of this agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Contractor and the Municipality. Any alterations, additions or deletions to the terms of this agreement, which are required by the enactment of legislation, regulations and directives, are automatically incorporated into this agreement on the date designated by law, regulation or directive.
- C) Termination: Either party may, at any time during the life of this agreement, terminate this agreement by giving thirty (30) days written notice to the other party and Oakland County Community & Home Improvement Division of its intention to terminate and an opportunity for consultation prior to termination. In the event of a termination, the Municipality's obligation shall only be to reimburse the Contractor for services rendered up to notification of termination.
- D) Addendum: A contract duration may be extended or shortened, funds may be added or subtracted via an addendum signed by a representative from the Municipality and the Contractor indicating the exact changes. The Municipality shall provide a copy to Oakland County Community & Home Improvement.

- E) Hold Harmless: To the fullest extent permitted by law, the Contractor agrees to indemnify, pay in behalf of, and hold harmless the Municipality, Oakland County Community & Home Improvement, their elected and appointed officials, employees, volunteers, boards, commissions and others working in behalf of the Municipality and/or County, against any and all claims, demands, suits, losses, including all costs connected therewith for any damages which may be asserted, claimed or recovered against or from the Municipality and/or County, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with the activity authorized by this contract.
- F) Confidentiality: The use or disclosure of information by the Municipality or Contractor concerning services, applicants or recipients obtained in connection with the performance of the agreement shall be restricted to the purposes directly connected with the administration of the services provided under this agreement. Such information shall not be used for any other purpose unless required by law, statute or other legal process and is disclosed to Oakland County Community & Home Improvement.
- G) Disputes: The Municipality shall notify the Contractor in writing of its intent to pursue a claim against the Contractor for breach of any terms of this agreement. No suit may be commenced by the Municipality for breach of the agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety (90) day period, the Municipality at the request of the Contractor must meet with an appointed representative of the Contractor for the purpose of attempting to resolve the dispute. The Contractor shall be given the opportunity to cure or remedy any breach within such ninety (90) day period.
- H) Notices: Whenever under this agreement a provision is made for notice of any kind, unless otherwise herein expressly provided, it shall be in writing and shall be served personally or sent by registered or certified mail with postage prepaid to the designated representatives at the addresses supplied below:

If to the City:

City of Pontiac
Federal Programs Department
47450 Woodward Avenue
Pontiac, Michigan 48342
Attention: Jane Bais-DiSessa, Deputy Mayor

If to the Contractor:

Milford Salvage Iron & Metal Co., Inc.
2823 East Buno Road
Milford, Michigan 48381
Attn: Joe Bruz, Project Manager

Please Note: a copy shall be provided to Oakland County Community & Home Improvement.

- D) Equal Employment Opportunity: The Contractor shall comply with Executive Order 11246 of Sept. 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- J) Copeland "Anti-Kickback" Act: The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to contracts and sub grants for construction or repair)
- K) Reporting/Monitoring Requirements: The Municipality shall monitor the operations of vendor activities under this contract to assure compliance with applicable Federal requirements, contract provisions and that performance goals are being achieved on an annual basis.
- L) Patent Regulations: The Contractor shall comply with the Municipality's requirements pertaining to patent rights with respect to any discovery or invention, copyrights and rights in data which arise or is developed in the course of or under such contract.
- M) Debarment, Suspension, Ineligibility and Voluntary Exclusion
The Contractor shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Contractor shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24. Using the Excluded Parties Listing System (<http://epls.arnet.gov>), Oakland County Community & Home Improvement Division has determined, as of the date of this contract that the Contractor is not excluded from Federal Procurement and Non-procurement Programs.

Section IX. INCOME TAXES

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3236, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance.

Contractor will require the same of all subcontractors employing labor under this contract.

Contractor is required to withhold City of Pontiac income tax from wages paid to:
Pontiac resident employees regardless of where they work for the employer; and
Nonresident employees for work performed in the City.

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

Section X. 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. Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included;

3. Motor Vehicle Liability including 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. 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, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. Coverage maintained by contractor shall be primary over any other insurance carried by the City of Pontiac.

5. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that 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: (Michelle L. McKenzie, City of Pontiac, 47450 Woodward Ave, Pontiac, MI, 48342).

6. Proof of Insurance Coverage: The Contractor shall provide The City of Pontiac at the time that the contracts are returned by him/her for execution, two (2) copies of certificates for all policies listed above.

7. Expiration of Policies 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.

Section XI. BONDING

1) A performance bond shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price of \$167,274.65. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

2) A payment bond (labor & material bond) shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price of \$167,274.65. 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.

Section XII. PAYMENT

Contractor will not be paid until the all documents are submitted to the City. The City of Pontiac will not pay any expenses over what is indicated on APPENDIX A. Change orders for any work performed without mutual agreement between both parties will not be approved.

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

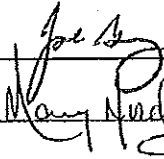
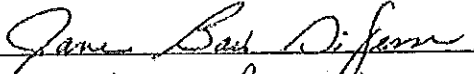
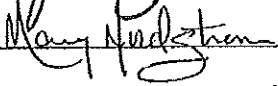
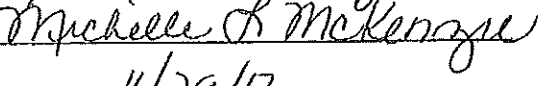
- Vendor Registration Packet (including Ethnic Ownership report, Contractor Certification, and Prime Contractor Agreement) with Oakland County;
- 10 Day Notifications to State of Michigan;
- Copies of signed receipts from the approved permitted landfill operator of receipt of material at the permitted landfill;
- Supplement the Waste Shipment Record with a list of all activities that contributed to each specific load of waste;
- Project specific documentation which shall include, but not be limited to: a copy of the complete project design including drawings, pre and post work site photos, and other reports as needed;
- Demolition Permit issued by City of Pontiac Building Safety Department;
- Right-of-Way Permit issued by the City of Pontiac Department of Public Works;
- Line-Item Invoice; and
- Waiver of Liens for all subcontractors.

XIV. CONTRACTOR AND MUNICIPALITY CONTACT INFORMATION

<u>CONTRACTOR</u>	<u>MUNICIPALITY</u>
Name: Milford Salvage Iron & Metal Co., Inc.	Name: City of Pontiac
Representative Name: Joe Bruz	Representatives Name: Jane Bais-DiSessa
Phone #: 810-360-2425	Phone #: 248-758-3322
Email Address: joemilfordsalvage@gmail.com	Email Address: jbais-disessa@pontiac.mi.us
Address: 2823 East Buno Road Milford, MI 48381	Address: 47450 Woodward Avenue Pontiac, MI 48342
IRS #: 38-2863979	IRS # 38-6005034

XV. CONTRACT ACCEPTANCE

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity.

<u>CONTRACTOR</u>	<u>MUNICIPALITY</u>
Officer Name: Joe Bruz	Officer Name: Jane Bais-DiSessa
Officer Title: Estimator, Project Manager	Officer Title: Deputy Mayor
Signature: 	Signature: 
Witnessed: 	Witnessed: 
Date: 11-29-17	Date: 11/29/17

City of Pontiac CDBG/NSP3-Demolition Program

Bidding Contractor:

Company Name: Chlorine & Fluorine Co. Inc. 11000 1st Ave.
 Representative: Dr. Peter J.
 Address: 225 E. 1st Ave. E. City: Minneapolis Zip: 55401
 Office #: 612-246-3434 Fax #: 612-246-3432
 Cell#: 612-246-0730 Email: g.courtney@chlofluor.com
 License#: 310318829

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

Asbestos Surveys Batch – 11 for the properties listed below can be found here:

<https://drive.google.com/drive/folders/0B3T5qaOakxByVUNwYmlpZ3pkUGs>

Bid Price per Residential Property:

- | | |
|---------------------------------------|--|
| 488 Bloomfield | \$ <u>11649¹⁵</u> |
| Cost in Words for 488 Bloomfield | <u>Eleven thousand six hundred three and 15/100</u> |
| 1017 Cherrylawn Dr. | \$ <u>1948⁴⁸</u> |
| Cost in Words for 1017 Cherrylawn Dr. | <u>Nine thousand nine hundred forty eight and 48/100</u> |
| 1083 Cherrylawn Dr. | \$ <u>152534³⁴</u> |
| Cost in Words for 1083 Cherrylawn Dr. | <u>Fifteen thousand two hundred fifty three and 34/100</u> |
| 16 E. Howard | \$ <u>18238⁴⁶</u> |
| Cost in Words for 16 E. Howard | <u>Eighteen thousand two hundred thirty eight and 46/100</u> |
| 703 E. Mansfield | \$ <u>11241⁴¹</u> |
| Cost in Words for 703 E. Mansfield | <u>Eleven thousand two hundred forty one and 41/100</u> |
| 310 Melrose St. | \$ <u>1111¹¹</u> |
| Cost in Words for 310 Melrose St. | <u>Eleven hundred eleven and 11/100</u> |
| 332 Melrose St. | \$ <u>1111¹¹</u> |
| Cost in Words for 332 Melrose St. | <u>Eleven hundred eleven and 11/100</u> |
| 36 Orion | \$ <u>1111¹¹</u> |
| Cost in Words for 36 Orion | <u>Eleven hundred eleven and 11/100</u> |
| 82 E. Princeton | \$ <u>1111¹¹</u> |
| Cost in Words for 82 E. Princeton | <u>Eleven hundred eleven and 11/100</u> |
| 896 Sarasota | \$ <u>1111¹¹</u> |
| Cost in Words for 896 Sarasota | <u>Eleven hundred eleven and 11/100</u> |
| 19 Stowell St. | \$ <u>1111¹¹</u> |
| Cost in Words for 19 Stowell St. | <u>Eleven hundred eleven and 11/100</u> |

69 Waldo \$1800.00
Cost in Words for 696 Waldo One thousand eight hundred dollars

171 Wall \$1300.00
Cost in Words for 171 Wall One thousand three hundred dollars

Grand Total \$3100.00

Grant Total Cost in Words One thousand three hundred dollars

The City reserves the right to remove any of the homes listed above and have the contractor hold the price for the remaining homes listed.

Please Note: Contractor will have a maximum of 30 days from the time the contract is signed to complete the project.

Company Name: R. J. Lee Construction Co. Inc.

Representative Signature: [Signature]

Print Name: R. J. Lee

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

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

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

The proposer acknowledges the receipt of Addenda numbered _____

Note: Bids must bear the handwritten signature of a duly authorized member or employee of the organization submitting a bid.

FIRM NAME, ADDRESS AND PHONE NUMBER:

Milford Salvage & Demolition Co. Inc.

Dated and signed at Milford, MI on 10-1-11
(City) (Date)

Name of Respondent: John A. Smith

Signature of Respondent: John A. Smith

Address of Respondent:

By _____ Title _____

Office # _____ Cell # _____

FAX# _____ FEDERAL TAX I.D. NUMBER (_____)

EMAIL Address of Primary Contact: JOHN.A.SMITH@MILFORDSALVAGE.COM

APPENDIX B

I. PURPOSE

To solicit bids from qualified individuals or for Home Demolition for sub-standard vacant residential structures for the City of Pontiac. Each of these structures shall be demolished by qualified contractors. Individuals or firms shall have proper credentials, certifications and licenses required by the City, County, State, and Federal Government.

II. BACKGROUND

The City of Pontiac has been allocated federal funds through the Community Development Block Grant ("CDBG"). These funds shall be used to provide asbestos survey, asbestos remediation, and demolition activities ensuring the City of Pontiac Federal Programs can offer stability, security, and remove blight for the City of Pontiac residents.

III. SCOPE OF WORK: Demolition and Disposal

A. The following scope of work and technical specifications shall apply to each and every home site to be demolished individually, and to the entire project.

The work in general consists of:

1. Demolition of the house, any accessory structures, garage or shed, basement walls and floors, foundations, footings, slabs, driveways up to curb line (excluding approach and public sidewalk), sidewalks on the private property up to the City sidewalks, removal and disposal of landscaping (trees, shrubs & ornamentals) removal and disposal of all building debris and any other debris on the site, such as junk vehicles and fences. All existing rubbish, trash, and junk apart from that of the demolished structures shall be removed and the entire site shall be left clear of such material. All items removed from the property shall be properly disposed of at a licensed public landfill.

- a. The demolition contractor shall provide a waste manifest for the construction debris from each demolished dwelling/structure.

2. Backfilling Requirements;

a. Prior to backfilling, the Contractor must request a building inspection of the site and allow the inspector access to take any necessary photos, check for debris removal, and floor removal. The contractor must also provide for inspection of the sewer capping. In addition, a Building and Safety Department representative must be present prior to beginning of the backfilling process to ensure the requirements are met to their fullest.

b. Backfill material is to consist of sandy loam soil; no blue clay soil shall be used for any portion of the backfill; material used is to be entirely free of all foreign materials that include, but are not limited to clay, organic material vegetation, or site debris.

c. The contractor must compact the backfill in no more than 12-inch layers to not less than 90

percent unit weight; if sand is used in backfill material, the top 12-inches of fill may be clean fill dirt as described above. The contractor shall provide for a minimum depth of four inches of topsoil over the excavated area.

d. The contractor must grade the site to provide surface water drainage to minimize the pooling/collection of surface water and not create issues or problems to adjacent properties.

e. The contractor must seed and straw the entire lot with perennial Blue Grass, or have a hydro-seed product installed after completion of finish grading before calling for a final inspection. Seeding shall be placed after April 15 and before October 1. A retainage amount of \$ 1,000 (one thousand dollars) per house will be held until final inspection is approved.

f. **The contractor must provide an affidavit, or sworn statement indicating the origin of the backfill to be used. The soil shall contain no sensitive contamination as prohibited by governmental regulations (i.e. State of Michigan, Act 307 and Act 64, EPA-Federal government, 40 CFR 261) or other regulations imposed during the life of the Contract. If contractor has purchased the backfill to be used, please provide a proof of purchase/acquisition.**

g. **Section 106 National Historic Preservation act of 1966 as amended:** If at any time during the demolition process historic artifacts or places of significant interest are discovered, work must be stopped and the Deputy Mayor, Jane Bais-DiSessa, must be contacted at 248-758-3322. It shall be the responsibility of the City to contact the Oakland County Community & Home Improvement Division regarding the SHPO findings.

Historic archeological discoveries may include the following:

- Evidence of human activity
- Bones, burial sites or funerary
- Pottery, beads, tools, arrowheads, weapons
- Sculptures, monuments, fountains, boundary markers
- Ceremonial areas, religious or sacred materials
- Plant & animal communities

3. Provide and install traffic control signs, barricades, canopies, and flagmen when necessary and directed by Pontiac City Field Representative.

4. The demolition contractor will furnish the City of Pontiac with project schedule within seven working days of receipt of contract.

5. Project must be completed within thirty (30) days after signing demolition contract. The City's Project Engineering firm DCR Services has obtained all utility clearances for each property. (See item 9 below for water/sewer services).

6. Post advance notice of construction at each property location where the dwelling/structure is scheduled to be demolished a minimum of three (3) days before commencing work.

7. The Contractor is responsible for any damage to the existing adjacent City curbs/sidewalks that

are caused by the demolition contractor's equipment. The demolition contractor shall provide wood planking or other protective measures to prevent damage/cracking of the existing city sidewalk/curbs/aprons by the demolition dozers, back hoe, etc.

8. The Contractor is responsible for paying all fees associated with demolition permits, sewer caps including Water and Sewer Services.

9. The Contractor must secure a demolition and right-of-way permit from the City of Pontiac.

10. The Contractor must notify the occupants of adjacent properties (in writing) when the demolition will take place a minimum of 24 hours prior to demolition.

11. Each property location must be fenced entirely with a properly supported 4-foot-tall snow fence properly staked at 6 foot intervals or follow MIOSHA reference type of fences and barricades, if complete backfilling is not finished before the end of a workday unless there is approval by the Building Inspector. Open excavations shall not be left unsecured overnight.

B. WORK LOCATION

1. The work takes place at various locations throughout the City of Pontiac. See Proposal form for the listing of addresses.

2. Contractor must obtain firsthand information concerning any probable interference and the available facilities for transporting, handling, and storing construction equipment and materials, and concerning other conditions which may affect their work.

C. WORK SCHEDULE

1. All work shall be scheduled in advance with the City of Pontiac.

2. Provide a timeline of when straw and grass seed work will be performed at the sites of the demolished properties.

The work site and equipment used is to be maintained to ensure the safety of workers and cause no harm to adjacent residents. Further detail and requirements can be found on the following website; Michigan Department of Labor and Energy Construction Safety Standards Commission: http://www.michigan.gov/ler/0,4601,7-154-61256_11407_30453-94654_::00.htm

D. CONFORMITY TO PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS

1. All work shall conform to the plans, specifications, and contract documents submitted by the bidder and authorized by the City.

E. TEMPORARY FACILITIES

1. Implementation of temporary facilities in this section shall be coordinated with and subject to approval by the County Representative.
2. Electrical Power for Construction: All temporary electrical connections and equipment shall be provided by the contractor and maintained by him in accordance with the National Electrical Code as well as state and local rules and regulations. All temporary electrical work shall be removed by the contractor upon completion of the project.
3. Extra Work: All extra work that may be required by the Contractor will be estimated and paid for under provision of the General Conditions, contained within this document, which govern such work.

F. DISPOSAL

All rubbish, debris and other waste materials whatsoever, found on the work site, whether created by the demolition activities or otherwise, throughout the duration of the contract shall be removed and legally disposed of by the Contractor, at no additional cost to the City of Pontiac.

IV. REQUEST

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

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

- a) Name, telephone number, address, e-mail, and fax number of the individual designated to receive all official correspondence relating to the project.
- b) Describe the Contractor's qualifications and ability to successfully provide the services requested, including a description of prior experience.
- c) Provide copy of State of Michigan License for the corporation or company and an individual license.

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

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

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

g) Provide a list of which staff members will be responsible for the project, include brief resumes and proof of appropriate training and relevant certificates and licenses for each.

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

i) Provide insurance as required in Appendix "D"

j) Provide contact names and telephone numbers for at least three (3) individuals, municipalities or companies for which you have contracted similar work in the past year.

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

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

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

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

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

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

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

V. PROPOSED FEE

Provide a fee for the services requested in the Scope of Services

It is the City's intention to utilize the successful proposer's services as soon as awarded. All services shall be performed according to the Agreement, as well as the submitted bid.

VI. AGREEMENT

Contract work on behalf of the City of Pontiac will be awarded **to the lowest responsible bidder**. These structures are vacant, and will be demolished under separate contract.

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

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

Vendor Registration Packet (including Ethnic Ownership report, Contractor Certification, and Prime Contractor Agreement) with Oakland County;

10 Day Notifications to State of Michigan;

Copies of signed receipts from the approved permitted landfill operator of receipt of material at the permitted landfill;

Supplement the Waste Shipment Record with a list of all activities that contributed to each specific load of waste;

Project specific documentation which shall include, but not be limited to: a copy of the complete project design including drawings, pre and post work site photos, and other reports as needed;

Demolition Permit issued by City of Pontiac Building Safety Department;

Right-of-Way Permit issued by City of Pontiac Department of Public Works

Sewer Cap Disconnect Permit issued by Oakland County Water Resources Commissioner;

Line-Item Invoice; and

Waiver of Liens for all subcontractors.

All payments will be made by electronic deposits from Oakland County to the contractor bank account. Note: There will not be any prepayments or deposits for any demolition work.

VII. ADDITIONAL INFORMATION:

The funding used for this program comes from the CDBG program, pursuant to the Housing and Community Development Act of 1974, as amended (the "Act") and NSP3 provided under Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 (Public Law 111-203, approved July 21, 2010) ("Dodd-Frank Act") Wall Street Reform and Consumer Protection Act of 2010. These federal programs have stringent requirements that the City and its Contractor's must adhere to in order to receive monetary reimbursement. Please review the requirements listed below and state in your bid your ability to fulfill these requirements. If you have any questions regarding federal requirements please contact Steve Maher 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
- 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
- The selected service provider will not use funds for lobbying, and will disclose any lobbying activities
- Other Applicable State and Local Laws

VIII. SUBMISSIONS

All submissions (and original and one copy) must be hand delivered or mailed in a sealed envelope (**NOTE: Electronic or faxed submissions will not be accepted**) with "Home Demolition Bid Batch 11" clearly marked on the front to by October 2, 2017 at 2:00 P.M. EDT to the following:

City of Pontiac Clerk's Office, 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342

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

IX. BONDING REQUIREMENTS

a) A bid guarantee 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 Subcontract exceeding \$50,000.00 you will need b) and c).**

b) A **performance bond** shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c) A **payment bond (labor & material bond)** shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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

X. INCOME TAXES

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3043, 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 City of Pontiac income tax returns reporting and paying income tax on any net profits earned in the City.

Web page URL: http://www.pontiac.mi.us/departments/income_tax/index.php

Tax forms URL: http://www.pontiac.mi.us/departments/income_tax/tax_forms.php



Amendment #2 to the Home Demolition Batch 11 Contract

- 1) This amendment is made by the City of Pontiac and Millford Salvage Iron & Metal Co., Inc., parties to the agreement dated November 29, 2017 (Home Demolition Batch 11).
- 2) The Agreement is amended to allow for the extension of time to complete the demolition of the homes in Batch 11. The abatement contractor will not be done with the last home in Batch 11 until the week of January 15, 2018.

The Agreement is amended as follows:

A change in the contract: (page 1) Header

Completion Date: Contractor will have a maximum of 60 days from the signing of this contract to complete the project.

A change in the contract: (page 4) Section V. COMPLIANCE

Subsection B)

Item 5. Project must be completed within Sixty (60) days after signing demolition contract.

A change in the contract: (page 16) Appendix B

Section III. Scope of Work: Demolition and Disposal

Item 5. Project must be completed within Sixty (60) days after signing demolition contract.

- 3) Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict with the original Contract agreement dated November 29, 2017 or previous Amendments, the terms of this Amendment will prevail.

City of Pontiac

Millford Salvage Iron & Metal Co., Inc.

Dated: _____

Dated: _____



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

November 7, 2017

Milford Salvage Iron & Metal Co., Inc.
Attention: Joe Bruz
2823 E. Buno Road
Milford, MI 48381

Dear Mr. Bruz,

The City of Pontiac received your bid proposal for the Home Demolition Bid Batch 9. Congratulations, your bid has been accepted as the lowest qualifying bid, by the City Council.

You have been awarded the contract for Home Demolition Bid Batch 9. I will email a copy of the contract. We need two original signed copies of each contract.

Please sign and return them to the City of Pontiac. We would appreciate you emailing a scanned copy of the contract and then mailing the original signed copies to:

City of Pontiac
Attn: Michelle L. McKenzie, Purchasing Agent
47450 Woodward Avenue
Pontiac, MI 48342

If you have, any questions or concerns feel free to contact me.

Thank you for your interest in doing work for the City of Pontiac.

Sincerely,

Michelle L. McKenzie

Michelle L. McKenzie
Purchasing Agent/Fiscal Analyst
(248) 758-3120

HOME DEMOLITION CONTRACT

For Batch 9

City of Pontiac
Municipality

Milford Salvage Iron & Metal Co., Inc.
Contractor

Service Delivery

Effective Date: November 29, 2017

Completion Date: Contractor will have a maximum of 30 days from the signing of this contract to complete the project. The contract may be extended with the approval from the City.

Section I. AGREEMENT

This contract is made this day, November 29, 2017, between Milford Salvage Iron & Metal Co., Inc., a Michigan corporation, hereinafter designated as the "Contractor", having its principal office at 2823 East Buno Road, Milford, Michigan 48381 and, the City of Pontiac, hereinafter designated as the "Municipality", having its principal office at 47450 Woodward Avenue, Pontiac, Michigan 48342.

Section II. PURPOSE

A) The purpose of this contract shall be shall provide demolition services for the adjusted bid price of \$ 156,635.72 (One Hundred Fifty-Six Thousand Six Hundred Thirty-Five Dollars and Seventy-Two Cents) as described in the bid specification prepared by the City of Pontiac and incorporated into this agreement as APPENDIX A.

B) Federal CDBG and NSP 3 Performance Measures are pre-determined for public service activities and include:

Goal - Improve Quality of Life; Objective - Suitable Living Environment; Indicator - # of Low/Moderate Income Persons with New Access to Service as reported in the Direct Benefit Activity Report; Outcome - Improved Availability/Accessibility.

Section III. THE CONTRACTOR'S RESPONSIBILITIES

The Contractor shall:

A) Maintain records pertaining to the monies received and services provided in accordance with this agreement for a minimum of seven years from the completion of this agreement. Allow the County of Oakland, the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States and any of their authorized representative's access to financial records pertaining to Community Development Block Grant Funds and NSP 3 and this agreement for the purpose of audit or examination.

- B) Provide the Municipality and Oakland County Community & Home Improvement Division specific requirements as outlined in APPENDIX B.
- C) Provide the Municipality invoices for services rendered based on actual costs as outlined in APPENDIX A.
- D) Submit payment requests that include required supporting documentation monthly or quarterly. Required documentation includes the "Direct Benefit Activity Report" to capture client information.
- E) Provide management and personnel to adequately perform the services described in APPENDIX B.
- F) Be solely responsible for any and all taxes (federal, state and/or local); worker's compensation insurance; disability payments; social security payments; unemployment insurance payments; insurance, and/or any similar type of payments for the Contractor or any employee thereof; and shall hold the Municipality harmless from any and all such payments.
- G) Provide insurance in the kind and amount specified by the Municipality. The Municipality shall be named as an additional insured thereon and furnished with a certificate thereof when applicable.
- H) The Contractor will not solicit or apply funds from any other source for the services reimbursed under this agreement.

Section IV. THE MUNICIPALITY'S RESPONSIBILITIES

The Municipality shall:

- A) In consideration for services rendered by the Contractor, pay the Contract Price of up to One Hundred Fifty-Six Thousand Six Hundred Thirty-Five Dollars and Seventy-Two Cents (\$156,635.72) for the demolition of ten (10) properties according to the information outlined in APPENDIX A.
- B) Recompense the Contractor upon receipt of a payment request that includes required accurate supporting documentation from the Contractor in amounts and time intervals as specified in APPENDIX B and this document.

Section V. COMPLIANCE

- A) The Contractor shall comply with applicable laws, ordinances, codes and regulations of the Federal, State and local governments as described in APPENDIX B. **Contractor will provide the City with the 10-day notice form prior to the demolition of the property and submit landfill waste manifest sheets following the completed work.**
- B) The following scope of work and technical specifications shall apply to each and every home site to be demolished individually, and to the entire project.

The work in general consists of:

1 Demolition of the house, any accessory structures, garage or shed, basement walls and floors, foundations, footings, slabs, driveways up to curb line (excluding approach and public sidewalk), sidewalks on the private property up to the City sidewalks, removal and disposal of landscaping (trees, shrubs & ornamentals) removal and disposal of all building debris and any other debris on the site, such as junk vehicles and fences. All existing rubbish, trash, and junk apart from that of the demolished structures shall be removed and the entire site shall be left clear of such material. All items removed from the property shall be properly disposed of at a licensed public landfill.

a. The demolition contractor shall provide a waste manifest for the construction debris from each demolished dwelling/structure.

2. Backfilling Requirements;

a. Prior to backfilling, the Contractor must request a building inspection of the site and allow the inspector access to take any necessary photos, check for debris removal, and floor removal. The contractor must also provide for inspection of the sewer capping. In addition, a Building and Safety Department representative must be present prior to beginning the backfilling process to ensure the requirements are met to their fullest.

b. Backfill material is to consist of sandy loam soil; no blue clay soil shall be used for any portion of the backfill; material used is to be entirely free of all foreign materials that include, but are not limited to clay, organic material vegetation, or site debris.

c. The contractor must compact the backfill in no more than 12-inch layers to not less than 90 percent unit weight; if sand is used in backfill material, the top 12-inches of fill may be clean fill dirt as described above. The contractor shall provide for a minimum depth of four inches of topsoil over the excavated area.

d. The contractor must grade the site to provide surface water drainage to minimize the pooling/collection of surface water and not create issues or problems to adjacent properties.

e. The contractor must seed and straw the entire lot with perennial Blue Grass, or have a hydro-seed product installed after completion of finish grading before calling for a final inspection. Seeding shall be placed after April 15 and before October 1. A retainage amount of \$ 1,000 (one thousand dollars) per house will be held until final inspection is approved.

f. The contractor must provide an affidavit indicating the origin of the backfill to be used. The soil shall contain no sensitive contamination as prohibited by governmental regulations (i.e. State of Michigan, Act 307 and Act 64, EPA-Federal government, 40 CFR 261) or other regulations imposed during the life of the Contract. If contractor has purchased the backfill to be used, please provide a proof of purchase/acquisition.

g. Section 106 National Historic Preservation act of 1966 as amended: If at any time during the demolition process historic artifacts or places of significant interest are discovered, work must be

stopped and the Deputy Mayor, Jane Bais-DiSessa, contacted at 248-758-3322. It shall be the responsibility of the City to contact the Oakland County Community & Home Improvement Division regarding the SHPO findings.

Historic archeological discoveries may include the following:

- Evidence of human activity
- Bones, burial sites or funerary
- Pottery, beads, tools, arrowheads, weapons
- Sculptures, monuments, fountains, boundary markers
- Ceremonial areas, religious or sacred materials
- Plant & animal communities

3. Provide and install traffic control signs, barricades, canopies, and flagmen when necessary and directed by Pontiac City Field Representative. A daily schedule of demolitions needs to be submitted to the Purchasing Agent, Michelle McKenzie at MMcKenzie@pontiac.mi.us so the City can advise authorities of possible, temporary road closures.

4. The demolition contractor will furnish the City of Pontiac with project schedule within seven working days of receipt of contract.

5. Project must be completed within thirty (30) days after signing demolition contract. The City's Project Engineering firm DCR Services has obtained all utility clearances for each property. (See item 9 below for water/sewer services)

6. Post advance notice of construction at each property location where the dwelling/structure is scheduled to be demolished a minimum of three (3) days before commencing work.

7. The Contractor is responsible for any damage to the existing adjacent City curbs/sidewalks that are caused by the demolition contractor's equipment. The demolition contractor shall provide wood planking or other protective measures to prevent damage/cracking of the existing city sidewalk/curbs/aprons by the demolition dozers, backhoe, etc.

8. The Contractor is responsible for paying all fees associated with demolition permits, sewer caps including Water and Sewer Services.

9. The Contractor must secure a demolition and right-of-way permit from the City of Pontiac.

10. The Contractor must notify the occupants of adjacent properties (in writing) when the demolition will take place a minimum of 24 hours prior to demolition.

11. Each property location with an open hole, must have four feet (4') of plastic snow fencing (tied and staked down) at the perimeter of the Site excavation to minimize unauthorized site entry, or follow MIOSHA guidelines for open-hole barricades, if complete backfilling is not finished before the end of a workday unless approved otherwise by the Building Inspector. Open excavations shall not be left unsecured overnight.

Section VI. DISCRIMINATION PROHIBITED

The Contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The Contractor and the Municipality shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93-112, 87 Stat. 394, which require that no employee or client or otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap, or marital status be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract.

Section VII. PROHIBITION OF POLITICAL AND RELIGIOUS ACTIVITY

There shall be no religious worship, instruction or proselytization as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations -- lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.

Section VIII. GENERAL CONTRACT PROVISIONS

- A) Merger or Integration: This agreement constitutes the entire agreement between the Contractor and the Municipality with respect to the subject matter hereof; there are no other further written or oral understandings or agreements with respect hereto.
- B) Modification, Assignment or Subcontracting Absent Prior Written Consent: No variation or modification of this agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the Contractor and the Municipality. Any alterations, additions or deletions to the terms of this agreement, which are required by the enactment of legislation, regulations and directives, are automatically incorporated into this agreement on the date designated by law, regulation or directive.
- C) Termination: Either party may, at any time during the life of this agreement, terminate this agreement by giving thirty (30) days written notice to the other party and Oakland County Community & Home Improvement Division of its intention to terminate and an opportunity for consultation prior to termination. In the event of a termination, the Municipality's obligation shall only be to reimburse the Contractor for services rendered up to notification of termination.
- D) Addendum: A contract duration may be extended or shortened, funds may be added or subtracted via an addendum signed by a representative from the Municipality and the Contractor indicating the exact changes. The Municipality shall provide a copy to Oakland County Community & Home Improvement.

- E) Hold Harmless: To the fullest extent permitted by law, the Contractor agrees to indemnify, pay in behalf of, and hold harmless the Municipality, Oakland County Community & Home Improvement, their elected and appointed officials, employees, volunteers, boards, commissions and others working in behalf of the Municipality and/or County, against any and all claims, demands, suits, losses, including all costs connected therewith for any damages which may be asserted, claimed or recovered against or from the Municipality and/or County, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with the activity authorized by this contract.
- F) Confidentiality: The use or disclosure of information by the Municipality or Contractor concerning services, applicants or recipients obtained in connection with the performance of the agreement shall be restricted to the purposes directly connected with the administration of the services provided under this agreement. Such information shall not be used for any other purpose unless required by law, statute or other legal process and is disclosed to Oakland County Community & Home Improvement.
- G) Disputes: The Municipality shall notify the Contractor in writing of its intent to pursue a claim against the Contractor for breach of any terms of this agreement. No suit may be commenced by the Municipality for breach of the agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety (90) day period, the Municipality at the request of the Contractor must meet with an appointed representative of the Contractor for the purpose of attempting to resolve the dispute. The Contractor shall be given the opportunity to cure or remedy any breach within such ninety (90) day period.
- H) Notices: Whenever under this agreement a provision is made for notice of any kind, unless otherwise herein expressly provided, it shall be in writing and shall be served personally or sent by registered or certified mail with postage prepaid to the designated representatives at the addresses supplied below:

If to the City:

City of Pontiac
Federal Programs Department
47450 Woodward Avenue
Pontiac, Michigan 48342
Attention: Jane Bais-DiSessa, Deputy Mayor

If to the Contractor:

Milford Salvage Iron & Metal Co., Inc.
2823 East Buno Road
Milford, Michigan 48381
Attn: Joe Bruz, Project Manager

Please Note: a copy shall be provided to Oakland County Community & Home Improvement.

- I) Equal Employment Opportunity: The Contractor shall comply with Executive Order 11246 of Sept. 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- J) Copeland "Anti-Kickback" Act: The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to contracts and sub grants for construction or repair)
- K) Reporting/Monitoring Requirements: The Municipality shall monitor the operations of vendor activities under this contract to assure compliance with applicable Federal requirements, contract provisions and that performance goals are being achieved on an annual basis.
- L) Patent Regulations: The Contractor shall comply with the Municipality's requirements pertaining to patent rights with respect to any discovery or invention, copyrights and rights in data which arise or is developed in the course of or under such contract.
- M) Debarment, Suspension, Ineligibility and Voluntary Exclusion
The Contractor shall comply with the provisions of 24 CFR Part 24 that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract. Additionally, the Contractor shall not use, directly or indirectly, any of the funds provided by this contract to employ, award contracts to, or otherwise engage the services of, or fund any contractor/subcontractor during any period that the contractor/subcontractor is debarred, suspended or ineligible under the provisions of 24 CFR Part 24. Using the Excluded Parties Listing System (<http://epls.arnet.gov>), Oakland County Community & Home Improvement Division has determined, as of the date of this contract that the Contractor is not excluded from Federal Procurement and Non-procurement Programs.

Section IX. INCOME TAXES

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3236, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance.

Contractor will require the same of all subcontractors employing labor under this contract.

Contractor is required to withhold City of Pontiac income tax from wages paid to: Pontiac resident employees regardless of where they work for the employer; and Nonresident employees for work performed in the City.

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

Section X. INSURANCE

1. INSURANCE

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

2. LIMITS OF INSURANCE (See also Section I 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. Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included;

3. Motor Vehicle Liability including 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. 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, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. Coverage maintained by contractor shall be primary over any other insurance carried by the City of Pontiac.

5. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that 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: (Michelle L. McKenzie, City of Pontiac, 47450 Woodward Ave, Pontiac, MI, 48342).

6. Proof of Insurance Coverage: The Contractor shall provide The City of Pontiac at the time that the contracts are returned by him/her for execution, two (2) copies of certificates for all policies listed above.

7. Expiration of Policies 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.

Section XI. BONDING

1) A performance bond shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price of \$156,635.72. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

2) A payment bond (labor & material bond) shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price of \$156,635.72. 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.

Section XII. PAYMENT

Contractor will not be paid until the all documents are submitted to the City. The City of Pontiac will not pay any expenses over what is indicated on APPENDIX A. Change orders for any work performed without mutual agreement between both parties will not be approved.

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

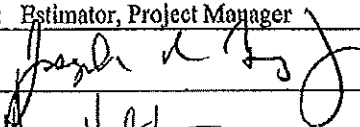
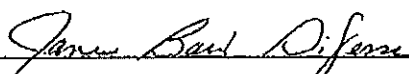
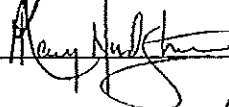
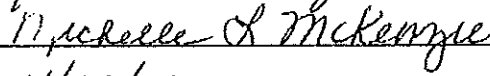
- Vendor Registration Packet (including Ethnic Ownership report, Contractor Certification, and Prime Contractor Agreement) with Oakland County;
- 10 Day Notifications to State of Michigan;
- Copies of signed receipts from the approved permitted landfill operator of receipt of material at the permitted landfill;
- Supplement the Waste Shipment Record with a list of all activities that contributed to each specific load of waste;
- Project specific documentation which shall include, but not be limited to: a copy of the complete project design including drawings, pre and post work site photos, and other reports as needed;
- Demolition Permit issued by City of Pontiac Building Safety Department;
- Right-of-Way Permit issued by the City of Pontiac Department of Public Works;
- Line-Item Invoice; and
- Waiver of Liens for all subcontractors.

XIV. CONTRACTOR AND MUNICIPALITY CONTACT INFORMATION

<u>CONTRACTOR</u>	<u>MUNICIPALITY</u>
Name: Milford Salvage Iron & Metal Co., Inc.	Name: City of Pontiac
Representative Name: Joe Bruz	Representatives Name: Jane Bals-DiSessa
Phone #: 810-360-2425	Phone #: 248-758-3322
Email Address: joemilfordsalvage@gmail.com	Email Address: jbals-disessa@pontiac.mi.us
Address: 2823 East Buno Road Milford, MI 48381	Address: 47450 Woodward Avenue Pontiac, MI 48342
IRS #: 38-2863979	IRS # 38-6005034

XV. CONTRACT ACCEPTANCE

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity.

<u>CONTRACTOR</u>	<u>MUNICIPALITY</u>
Officer Name: Joe Bruz	Officer Name: Jane Bais-DiSessa
Officer Title: Estimator, Project Manager	Officer Title: Deputy Mayor
Signature: 	Signature: 
Witnessed: 	Witnessed: 
Date: 11-29-17	Date: 11/29/17

APPENDIX A

City of Pontiac CDBG/NSP3-Demolition Program

> Home Demolition Bid Batch 9 <

Bidding Contractor:

Company Name:

Representative:

Address:

City:

Zip:

Office #:

Fax #:

Cell#:

Email:

License#:

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

Asbestos Surveys Batch 9 for the properties listed below can be found here:

https://drive.google.com/drive/folders/0Bvntu-B_oM13VzRlekhfdl9aaUQ

Bid Price per Residential Property:

- 623 Arthur Ave. \$13,231.⁰⁰
Cost in Words for 623 Arthur Ave. Thirteen thousand two hundred thirty one and 00/100
 - 409 Bloomfield Ave. \$16,980.⁰⁰
Cost in Words for 409 Bloomfield Ave. Sixteen thousand nine hundred eighty and 00/100
 - 502 Bloomfield Ave. \$13,118.⁰⁰
Cost in Words for 502 Bloomfield Ave. Thirteen thousand one hundred eighteen and 00/100
 - 65 Gillespie \$33,728.⁰⁰
Cost in Words for 65 Gillespie Thirty three thousand seven hundred twenty eight and 00/100
 - 113 Lincoln \$16,145.⁰⁰
Cost in Words for 113 Lincoln Sixteen thousand one hundred forty five and 00/100
 - 111 Mary Day Ave. \$11,265.⁰⁰
Cost in Words for 111 Mary Day Ave. Eleven thousand two hundred sixty five and 00/100
 - 64 Matthewz \$16,145.⁰⁰
Cost in Words for 64 Matthewz Sixteen thousand one hundred forty five and 00/100
 - 62 Wherry \$11,265.⁰⁰
Cost in Words for 62 Wherry Eleven thousand two hundred sixty five and 00/100
 - 75 Depew \$11,265.⁰⁰
Cost in Words for 75 Depew Eleven thousand two hundred sixty five and 00/100
 - 75 Street \$11,265.⁰⁰
Cost in Words for 75 Street Eleven thousand two hundred sixty five and 00/100
- Grand Total \$113,753.⁰⁰
- Grand Total Cost in Words One hundred thirteen thousand seven hundred fifty three and 00/100

The City reserves the right to remove any of the homes listed above and have the contractor hold the price for the remaining homes listed.

Please Note: Contractor will have a maximum of 30 days from the time the contract is signed to complete the project.

Company Name:

Wilfred G. White Home Demolition Co. Inc.

Representative Signature:

Joseph A. White

Print Name:

Joseph A. White

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

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

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

The proposer acknowledges the receipt of Addenda numbered _____

Note: Bids must bear the handwritten signature of a duly authorized member or employee of the organization submitting a bid.

FIRM NAME, ADDRESS AND PHONE NUMBER:

Willford Construction Team Limited Co Inc

Dated and signed at Willford, MI on 10-1-17
(City) (Date)

Name of Respondent: Joe Carr

Signature of Respondent: Joseph Carr

Address of Respondent: _____

By: _____ Title: _____

Office #: _____ Cell #: _____

TAXP: _____ FEDERAL TAX ID NUMBER (_____)

EMAIL Address of Primary Contact: jcarr@willfordconstruction.com

APPENDIX B

I. PURPOSE

To solicit bids from qualified individuals or for Home Demolition for sub-standard vacant residential structures for the City of Pontiac. Each of these structures shall be demolished by qualified contractors. Individuals or firms shall have proper credentials, certifications and licenses required by the City, County, State, and Federal Government.

II. BACKGROUND

The City of Pontiac has been allocated federal funds through the Community Development Block Grant ("CDBG"). These funds shall be used to provide asbestos survey, asbestos remediation, and demolition activities ensuring the City of Pontiac Federal Programs can offer stability, security, and remove blight for the City of Pontiac residents.

III. SCOPE OF WORK: Demolition and Disposal

A. The following scope of work and technical specifications shall apply to each and every home site to be demolished individually, and to the entire project.

The work in general consists of:

1. Demolition of the house, any accessory structures, garage or shed, basement walls and floors, foundations, footings, slabs, driveways up to curb line (excluding approach and public sidewalk), sidewalks on the private property up to the City sidewalks, removal and disposal of landscaping (trees, shrubs & ornamentals) removal and disposal of all building debris and any other debris on the site, such as junk vehicles and fences. All existing rubbish, trash, and junk apart from that of the demolished structures shall be removed and the entire site shall be left clear of such material. All items removed from the property shall be properly disposed of at a licensed public landfill.

- a. The demolition contractor shall provide a waste manifest for the construction debris from each demolished dwelling/structure.

2. Backfilling Requirements;

a. Prior to backfilling, the Contractor must request a building inspection of the site and allow the inspector access to take any necessary photos, check for debris removal, and floor removal. The contractor must also provide for inspection of the sewer capping. In addition, a Building and Safety Department representative must be present prior to beginning of the backfilling process to ensure the requirements are met to their fullest.

b. Backfill material is to consist of sandy loam soil; no blue clay soil shall be used for any portion of the backfill; material used is to be entirely free of all foreign materials that include, but are not limited to clay, organic material vegetation, or site debris.

c. The contractor must compact the backfill in no more than 12-inch layers to not less than 90 percent unit weight; if sand is used in backfill material, the top 12-inches of fill may be clean fill dirt as described above. The contractor shall provide for a minimum depth of four inches of topsoil over the excavated area.

d. The contractor must grade the site to provide surface water drainage to minimize the pooling/collection of surface water and not create issues or problems to adjacent properties.

e. The contractor must seed and straw the entire lot with perennial Blue Grass, or have a hydro-seed product installed after completion of finish grading before calling for a final inspection. Seeding shall be placed after April 15 and before October 1. A retainage amount of \$ 1,000 (one thousand dollars) per house will be held until final inspection is approved.

f. The contractor must provide an affidavit, or sworn statement indicating the origin of the backfill to be used. The soil shall contain no sensitive contamination as prohibited by governmental regulations (i.e. State of Michigan, Act 307 and Act 64, EPA-Federal government, 40 CFR 261) or other regulations imposed during the life of the Contract. If contractor has purchased the backfill to be used, please provide a proof of purchase/acquisition.

g. **Section 106 National Historic Preservation act of 1966 as amended:** If at any time during the demolition process historic artifacts or places of significant interest are discovered, work must be stopped and the Deputy Mayor, Jane Bais-DiSessa, must be contacted at 248-758-3322. It shall be the responsibility of the City to contact the Oakland County Community & Home Improvement Division regarding the SHPO findings.

Historic archeological discoveries may include the following:

- Evidence of human activity
- Bones, burial sites or funerary
- Pottery, beads, tools, arrowheads, weapons
- Sculptures, monuments, fountains, boundary markers
- Ceremonial areas, religious or sacred materials
- Plant & animal communities

3. Provide and install traffic control signs, barricades, canopies, and flagmen when necessary and directed by Pontiac City Field Representative.

4. The demolition contractor will furnish the City of Pontiac with project schedule within seven working days of receipt of contract.

5. Project must be completed within ~~thirty~~ **(30) days** after signing demolition contract. The City's Project Engineering firm DCR Services has obtained all utility clearances for each property. (See item 9 below for water/sewer services).

6. Post advance notice of construction at each property location where the dwelling/structure is scheduled to be demolished a minimum of three (3) days before commencing work.

7. The Contractor is responsible for any damage to the existing adjacent City curbs/sidewalks that are caused by the demolition contractor's equipment. The demolition contractor shall provide wood planking or other protective measures to prevent damage/cracking of the existing city sidewalk/curbs/aprons by the demolition dozers, back hoe, etc.

8. The Contractor is responsible for paying all fees associated with demolition permits, sewer caps including Water and Sewer Services.

9. The Contractor must secure a demolition and right-of-way permit from the City of Pontiac.

10. The Contractor must notify the occupants of adjacent properties (in writing) when the demolition will take place a minimum of 24 hours prior to demolition.

11. Each property location must be fenced entirely with a properly supported 4-foot-tall snow fence properly staked at 6 foot intervals or follow MIOSHA reference type of fences and barricades, if complete backfilling is not finished before the end of a workday unless there is approval by the Building Inspector. Open excavations shall not be left unsecured overnight.

B. WORK LOCATION

1. The work takes place at various locations throughout the City of Pontiac. See Proposal form for the listing of addresses.

2. Contractor must obtain firsthand information concerning any probable interference and the available facilities for transporting, handling, and storing construction equipment and materials, and concerning other conditions which may affect their work.

C. WORK SCHEDULE

1. All work shall be scheduled in advance with the City of Pontiac.

2. Provide a timeline of when straw and grass seed work will be performed at the sites of the demolished properties.

The work site and equipment used is to be maintained to ensure the safety of workers and cause no harm to adjacent residents. Further detail and requirements can be found on the following website; Michigan Department of Labor and Energy Construction Safety Standards Commission: http://www.michigan.gov/lara/0,4601,7-154-61256_11407_30453-94654--,00.html

D. CONFORMITY TO PLANS, SPECIFICATIONS, AND CONTRACT DOCUMENTS

1. All work shall conform to the plans, specifications, and contract documents submitted by the bidder and authorized by the City.

E. TEMPORARY FACILITIES

1. Implementation of temporary facilities in this section shall be coordinated with and subject to approval by the County Representative.
2. Electrical Power for Construction: All temporary electrical connections and equipment shall be provided by the contractor and maintained by him in accordance with the National Electrical Code as well as state and local rules and regulations. All temporary electrical work shall be removed by the contractor upon completion of the project.
3. Extra Work: All extra work that may be required by the Contractor will be estimated and paid for under provision of the General Conditions, contained within this document, which govern such work.

F. DISPOSAL

All rubbish, debris and other waste materials whatsoever, found on the work site, whether created by the demolition activities or otherwise, throughout the duration of the contract shall be removed and legally disposed of by the Contractor, at no additional cost to the City of Pontiac.

IV. REQUEST

In addition to the required form "Home Demolition Bid Batch 9" provided here as Appendix A, all firms or individuals responding to this Bid must submit complete responses to the information requested in this section, and must note any exceptions to any information contained in the Bid. Bids will be evaluated based upon the requested criteria and be awarded to the lowest responsible bidder. Bids should present information in a clear and concise manner, following the format indicated below. Responses to this section shall be typewritten in a font not smaller than 11 point and may be double or single sided on standard 8½ "x 11" paper. There is no limit to pages submitted for complete response to this section:

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

- a) Name, telephone number, address, e-mail, and fax number of the individual designated to receive all official correspondence relating to the project.
- b) Describe the Contractor's qualifications and ability to successfully provide the services requested, including a description of prior experience.
- c) Provide copy of State of Michigan License for the corporation or company and an individual license.

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

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

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

g) Provide a list of which staff members will be responsible for the project, include brief resumes and proof of appropriate training and relevant certificates and licenses for each.

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

i) Provide insurance as required in Appendix "D"

j) Provide contact names and telephone numbers for at least three (3) individuals, municipalities or companies for which you have contracted similar work in the past year.

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

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

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

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

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

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

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

V. PROPOSED FEE

Provide a fee for the services requested in the Scope of Services

It is the City's intention to utilize the successful proposer's services as soon as awarded. All services shall be performed according to the Agreement, as well as the submitted bid.

VI. AGREEMENT

Contract work on behalf of the City of Pontiac will be awarded **to the lowest responsible bidder**. These structures are vacant, and will be demolished under separate contract.

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

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

Vendor Registration Packet (including Ethnic Ownership report, Contractor Certification, and Prime Contractor Agreement) with Oakland County;

10 Day Notifications to State of Michigan;

Copies of signed receipts from the approved permitted landfill operator of receipt of material at the permitted landfill;

Supplement the Waste Shipment Record with a list of all activities that contributed to each specific load of waste;

Project specific documentation which shall include, but not be limited to: a copy of the complete project design including drawings, pre and post work site photos, and other reports as needed;

Demolition Permit issued by City of Pontiac Building Safety Department;

Right-of-Way Permit issued by City of Pontiac Department of Public Works

Sewer Cap Disconnect Permit issued by Oakland County Water Resources Commissioner;

Line-Item Invoice; and

Waiver of Liens for all subcontractors.

All payments will be made by electronic deposits from Oakland County to the contractor bank account. Note: There will not be any prepayments or deposits for any demolition work.

VII. ADDITIONAL INFORMATION:

The funding used for this program comes from the CDBG program, pursuant to the Housing and Community Development Act of 1974, as amended (the "Act") and NSP3 provided under Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 (Public Law 111-203, approved July 21, 2010) ("Dodd-Frank Act") Wall Street Reform and Consumer Protection Act of 2010. These federal programs have stringent requirements that the City and its Contractor's must adhere to in order to receive monetary reimbursement. Please review the requirements listed below and state in your bid your ability to fulfill these requirements. If you have any questions regarding federal requirements please contact Steve Maher 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
- 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
- The selected service provider will not use funds for lobbying, and will disclose any lobbying activities
- Other Applicable State and Local Laws

VIII. SUBMISSIONS

All submissions (and original and one copy) must be hand delivered or mailed in a sealed envelope (NOTE: Electronic or faxed submissions will not be accepted) with "Home Demolition Bid Batch 9" clearly marked on the front to by October 2, 2017 at 2:00 P.M. EDT to the following:

City of Pontiac Clerk's Office, 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342

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

IX. BONDING REQUIREMENTS

a) A bid guarantee 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 Subcontract exceeding \$50,000.00 you will need b) and c).**

b) A **performance bond** shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c) A **payment bond (labor & material bond)** shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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

X. INCOME TAXES

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3043, 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 City of Pontiac income tax returns reporting and paying income tax on any net profits earned in the City.

Web page URL: http://www.pontiac.mi.us/departments/income_tax/index.php

Tax forms URL: http://www.pontiac.mi.us/departments/income_tax/tax_forms.php



Amendment # 1 to the Home Demolition Batch 9 Contract

- 1) This amendment is made by the City of Pontiac and Millford Salvage Iron & Metal Co., Inc. parties to the agreement dated November 29, 2017. (Home Demolition Batch 9)
- 2) The Agreement is amended to allow for the extension of time to complete the demolition of the homes in Batch 9. The abatement contractor will not be done with the last home in Batch 9 until the week of January 08, 2018.

The Agreement is amended as follows:

A change in the contract: (page 1) Header

Completion Date: Contractor will have a maximum of 60 days from the signing of this contract to complete the project.

A change in the contract: (page 4) Section V. COMPLIANCE
Subsection B)

Item 5. Project must be completed within Sixty (60) days after signing demolition contract.

A change in the contract: (page 16) Appendix B

Section III. Scope of Work: Demolition and Disposal

Item 5. Project must be completed within Sixty (60) days after signing demolition contract.

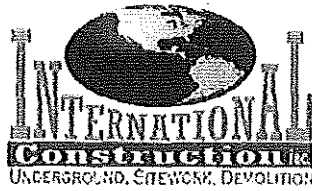
- 3) Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict with the original Contract agreement dated November 29, 2017 or previous Amendments, the terms of this Amendment will prevail.

City of Pontiac

Millford Salvage Iron & Metal Co., Inc.

Dated:

Dated:



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

3/22/2018

Good Day Mr. Belyue,

In regards to Pontiac Demolition Batch 9, our original bid price still stands with the elimination of 623 Arthur, 409 Bloomfield , & 502 Bloomfield. The remaining homes will retain their original bid price for a total of seven homes at a cost of \$86,927.00. We would be able to start this project immediately and have it completed within 30 days weather permitting.

In regards to Pontiac Demolition Batch 11, our original bid price still stands with the elimination of 488 Bloomfield & 896 Sarasota. The remaining homes will retain their original bid price for a total of eleven homes at a cost of \$91,312.00. We would be able to start this project immediately and have it completed within 30 days weather permitting.

Both Batch 9 & Batch 11 take high priority and will begin immediately following permit acquisition. Thank you for this opportunity!

Regards,

Francesco Monaco
General Manager

Jane Bais-DiSessa

From: John Balint
Sent: Wednesday, March 28, 2018 5:05 PM
To: Jane Bais-DiSessa
Subject: International Construction
Attachments: 20180328161156947.pdf

RECEIVED
2018 MAR 29 PM 2:09
PONTIAC CITY CLERK

Jane,

Attached is the permit that was issued to International last month.

We gave them approval to continue during frost laws. As a note, frost laws will be removed on Monday April 2, 2018. I will be writing a memo to that effect tomorrow.

John

-----Original Message-----

From: john <jbalint@pontiac.mi.us>
Sent: Wednesday, March 28, 2018 4:12 PM
To: John Balint <JBalint@pontiac.mi.us>
Subject: Message from "RMP6001-DPW"

This E-mail was sent from "RMP6001-DPW" (Aficio MP 6001).

Scan Date: 03.28.2018 16:11:56 (-0400)

Queries to: ricohdpw@pontiac.mi.us



MAYOR DEIRDRE WATERMAN

City of Pontiac
Department of Public Works & Utilities
 47450 Woodward Ave, Pontiac, Michigan 48342
 (248) 758-3615 (248) 758-3750 - fax

Permit No. 18-0098
 Date of Issuance 2/26/2018
 Expiration Date 4/26/2018

RIGHT-OF-WAY PERMIT

<u>International Construction Inc.</u>		<u>City of Pontiac</u>	
	Applicant		Owner
<u>Francesco Monaco</u>			
	Contact Person		Address
<u>53618 Cherrywood Dr.</u>			
		City	State Zip Code
<u>Shelby Twp.</u>	<u>MI.</u>	<u>48315</u>	
City	State	Zip Code	

24-Hour Emergency Number: 810 523-0625 Phone Number 586 749-9895 Fax Number: 586 749-9896

APPLICANT DESIGNATION:

☒ Contractor ☐ Homeowner ☐ Utility Company ☐ Other :

RIGHT-OF-WAY PERMIT ISSUED FOR:

☐ Sign/Subdivision Entrance Marker ☐ Landscaping/Grading ☐ Public Utility (i.e. electric, gas, telephone) ☐ Water main
☐ Approach/Private Road Access ☐ Pathway/Sidewalk ☐ Sanitary/Storm Sewer ☒ Other Demolition

PROJECT ADDRESS: Major and Local streets within the City of Pontiac

Project Description

Load Limit Exemption – During 2018 frost laws
Includes the use of local streets in the most direct path to a properly rated roadway (Excludes MLK Jr Blvd.)

The above activities will be carried out in accordance with plans, specifications, maps and statements filed with the City of Pontiac/Engineering Division as part of this application, and if said application is approved, the above named applicant agrees to abide by the CONDITIONS contained on the reverse side. Since a permit will have to be secured from the City of Pontiac/Engineering Division prior to the start of any construction or maintenance operations proposed by this application, it is intended that the SUPPLEMENTAL SPECIFICATIONS, on the reverse side, are to be incorporated as part of the plans or specifications required for this proposed work.

City Engineer Requirements/Special Provisions

Contractor must contact the City of Pontiac Engineering Dept. at 248 758-3742 to request inspections.
Damage to asphalt or concrete surfaces (Roadway, Curb & gutter, Sidewalks or Approaches) requiring repair will result in additional inspection fees.

This application is approved subject to the CITY ENGINEER REQUIREMENTS/MANDATES STATED HEREIN, CONDITIONS and SUPPLEMENTAL SPECIFICATIONS contained on the reverse side of this application. Approval of this application does not relieve applicant from meeting any applicable requirements or duties of law or other public bodies or agencies. APPROVAL OF THIS APPLICATION EXPIRES IN ONE YEAR IF A PERMIT HAS NOT BEEN ISSUED. RESUBMITTAL OF CURRENT PLANS, PERMIT APPLICATION REVIEW FEES AND PERMIT APPLICATION IS REQUIRED IF APPROVAL OF THIS APPLICATION HAS EXPIRED.

Application Fee:	\$	<u>N/A</u>	
Estimated Inspection Fee:	\$	<u>N/A</u>	
Deposit Fee: (Cash or Bond)	\$		(Refundable upon project final inspection, completion & as-built preparation)
Total Fees at time of Permit Issuance:	\$		
Public Liability Insurance Required: <input type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$			

Application Approved By:

By: John V. Balint
 John V. Balint, City Engineer

By: Vincente R. Jimenez
 R.O.W. Permit Inspector

By: _____
 Clerk

AS A CONDITION OF THE APPROVAL OF THIS APPLICATION, THE APPLICANT AGREES TO THE FOLLOWING CONDITIONS:

1. The Applicant agrees to secure a Permit from the City of Pontiac - Engineering Division prior to the commencement of construction, maintenance or demolition operations within City Right-of-Way. If a Contractor is to perform the operations entailed in this application, the Contractor shall secure the Permit and thereby assume responsibility, along with the Applicant, for any provisions.
2. Any and all operations proposed under this application shall adhere to the standards and direction of the Engineering Division together with the mandates set forth within this application.
3. The Applicant agrees to save harmless, indemnify, defend and represent the City of Pontiac elected officials, its agents and employees against any and all claims for bodily injury, property damage on any claim arising out of or related to the creation, operation, use, or continuing existence of the structure or facility covered by this Permit.
4. Deposit fees are refundable six (6) months after completion of the specified project, provided there occurs no undue settlement, spalling, etc. and/or work is approved by the City of Pontiac Right-of-Way Inspection.
5. Forty-eight (48) hours advance notice shall be given to the Engineering Division prior to the commencement of any proposed work within City Right-of-Way.
6. All road detours and associated barricades required and implemented as a part of the work identified in the Permit shall be designed and installed in accordance with the current Michigan Manual of Uniform Traffic Control Devices.
7. The Applicant shall surrender all rights implied as a part of this Permit; cease operations; and remove/relocate at the Applicant's expense any and all facilities installed as a part of this Permit whenever ordered to do so by the Engineering Division due to the need for the area for public uses on a default in any of the conditions specified in this Permit. Failure to remove/relocate or otherwise surrender the facilities pursuant to Engineering Division requests shall deem the Applicant responsible for the costs incurred by the Engineering Division in doing so.
8. This application shall not be constructed to grant rights whatsoever to any public utility, except as to the consent specifically outlined.
9. The Applicant agrees to construct, operate, use and/or maintain facilities to the satisfaction of the Engineering Division as long as the facility remains in Right-of-Way under jurisdiction of the Engineering Division. Applicant is obligated to repair any and all damages to the Right-of-Way resulting from installation of the facility, occurring or appearing after the Permit Licensee is released.
10. Excavation/Excavated Material Disposal

The applicant shall assume the full responsibility for the protection of existing Right-of-Way installations, including pavement, curb and gutter, sidewalk, storm drains, water mains, sanitary sewers, or roadside plantings, during excavation operations. The Applicant shall provide, as necessary, any required sheeting, shoring or bracing to protect the above listed items.

Unless approved as a special provision within this application, all surplus material generated shall become property of the Applicant. All surplus material shall be disposed of outside the limits of the Right-of-Way.

11. Backfill/Compaction Requirements

All trenches, pits, voids and other general excavations shall be appropriately backfilled with sound earth (greenbelt areas) or granular material, placed in successive layers, not more than 12" in depth, and shall be thoroughly compacted, subject to verification by the Controlled Density Method (granular minimum 95%; earth backfill minimum 90%).

Unless otherwise approved, granular backfill material shall meet the gradation requirements of M.D.O.T. Class III Material.

All Right-of-Way excavations outside traveled roadways/sidewalk/driveways shall be maintained until such time as all settlement has occurred and the area has been restored to a condition equal to or better than the original condition, in accordance with Engineering Division Standards.

The Permit and Deposit will not be released until such time as settlement and restoration items have been completed.

Jane Bais-DiSessa

From: Anthony Chubb <achubb@gmhlaw.com>
Sent: Thursday, March 29, 2018 11:30 AM
To: Jane Bais-DiSessa
Subject: FW: Milford Salvage and City of Pontiac

RECEIVED
2018 MAR 29 PM 2:10
PONTIAC CITY CLERK

Anthony Chubb
Glarmarco, Mullins & Horton, P.C.
Tenth Floor Columbia Center
101 West Big Beaver Road
Troy, Michigan 48084-5280
Phone: (248) 457-7054
Fax: (248) 404-6334
Email: achubb@gmhlaw.com
www.gmhlaw.com

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From: Jim Crane <jimcrane@jimcranelaw.com>
Sent: Thursday, March 29, 2018 11:29 AM
To: Anthony Chubb <achubb@gmhlaw.com>
Cc: Betty Miller <salvage44.bm@gmail.com>
Subject: Milford Salvage and City of Pontiac

LAW OFFICE OF JAMES H. CRANE
209 E Liberty, Milford Michigan, 48381
Ph: (248)-875-2950
Fax: (248)-856-0614

Thursday, March 29, 2018
Re: City of Pontiac and Milford Salvage.

From: Jim Crane, Attorney for Milford Salvage Iron & Metal Inc.

Mr. Anthony Chubb, Attorney for City of Pontiac:

I, James H Crane, am the attorney for Milford Salvage Iron & Metal Inc., a Michigan Corporation (Milford Salvage)

Pursuant to our phone conversations it is my understanding that upon the Mayor's and City Council's approval, the following will occur

- 1) City of Pontiac and Milford Salvage will mutually rescind and release each other from the unfulfilled obligations of Demolition Contract titled Batch 9 and Batch 11, signed on November 29, 2017.
- 2) The remaining demolitions will be re-awarded to another contractor by the City of Pontiac. Neither party will seek damages for breach of contract.
- 2) Milford Salvage will be paid for the 4 completed demolitions of Batch 9, specifically: 488, 409, and 502 Bloomfield and 623 Arthur,
\$1000 per property (\$4000) will be held back, per contract clause, for grass seeding of the 4 aforementioned lots.
- 3) All prepaid monies for permits on other Pontiac demolitions for Batch 9 and Batch 11 will be refunded to Milford Salvage.
- 4) Milford Salvage will be released from the two posted Performance Bonds for Batch 9 and Batch 11.
- 5) Both parties will execute a mutual release.

s/ James H Crane
Attorney for Milford Salvage
Dated March 29, 2018