

### PONTIAC CITY COUNCIL STUDY SESSION May 8, 2018 6:00 p.m. 21st Session of the 10<sup>th</sup> Council

It is this Council's mission "To serve the citizens of Pontiac by committing to help provide an enhanced quality of life for its residents, fostering the vision of a family-friendly community that is a great place to live, work and play."

Call to order

Roll Call

Authorization to excuse councilmembers

Amendments to and approve the agenda

Approval of Minutes

- 1. Mayor Special Meeting of April 27, 2018.
- 2. Meeting of May 1, 2018.

Discussion regarding communication from A.T.A.P. to Council President and Councilwoman Doris Taylor-Burks on the Youth Recreation Program.

**Closed Session** 

3. Resolution to go into Closed Session regarding Ottawa Towers vs the City of Pontiac.

Deputy Mayor Report or Departmental Head Report

**Public Comment** 

### Agenda Items for Council Consideration

- 4. Resolution requiring publication of sale of City-Owned Property.
- 5. Resolution adopting policy for violations of the Code of Ethics.
- 6. Resolution to approve Charitable Gaming License Application for Family Living Center to the State of Michigan's Gaming Control Board. (MGCB)
- 7. Resolution to enter into a lease agreement with Great Lakes Auto Superstore, LLC for a base amount of \$5,833.33 monthly, plus utilities for a term of forty-eight (48) months.
- 8. Resolution to authorize Mayor to enter into a contract with D/A Central Intelligence Security Solutions for a total of \$90,000 for the City's Security System Upgrade project.
- 9. Resolution to authorize the City of Pontiac to request local bridge program funds for prevention maintenance of the University Drive over the Grand Trunk Western Railroad Bridge for the year 2021.
- 10. Resolution to authorize the Mayor to enter into a contract with Merlo Construction for \$766,569.75 for the CDBG sidewalk funded program.
- 11. Resolution to authorize Mayor to sign Cost Participation Agreement for additional construction for Opdyke Road over the Clinton River in the city of Pontiac, MI.

- 12. Resolution to authorize Mayor to sign RCOC Cost Participation Agreement (Tri-Party) for the Opdyke Road Resurfacing Project. Estimated cost is \$7,399,200.00, with the City's portion of project being \$50,000.00. Budgeted in FY 2017/2018.
- 13. Resolution to authorize, direct DPW Director, John Balint, as agent for the City of Pontiac to request reimbursement of eligible mosquito control activity under Oakland County's West Nile Virus Fund Program.
- 14. Resolution to authorize Mayor to enter into an agreement with Precision Concrete Cutting for an amount not to exceed \$75,000.

Adjournment

### **Mayor Administration**

A Special Meeting Session of the Mayor of Pontiac, Michigan was called to order in City Hall, Friday, April 27, 2018 at 3:00 p.m.

Call to Order at 3:00 p.m.

Roll Call

Members Present: Pietila, Taylor-Burks, Waterman, Williams and Woodward. Members Absent: Carter and Miller. Mayor Waterman was present. Clerk announced no quorum.

18-143 **Council excused Carter and Miller for personal reasons.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Ayes: Pietila, Taylor-Burks, Waterman, Williams and Woodward No: None Motion Carried.

18-144 Approval of the Agenda with changes to move Item #2 (public comment) before Item #1. (Closed Session) Moved by Councilperson Taylor-Burks and second by Councilperson Woodward.

> Ayes: Pietila, Taylor-Burks, Waterman, Williams and Woodward No: None Motion Carried.

Councilwoman Miller arrived at 3:02 p.m.

There were no public comment.

18-145 **Resolution to go into Closed Session.** Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

Whereas, Michigan open Meetings Act section 8(e) allows a public body to go into closed session to discuss specific pending litigation;

Now, therefore, be it resolved by the Pontiac City Council that it go into a closed session to discuss specific pending litigation regarding Ottawa Towers ii v. City of Pontiac, Case #2012-13033-CH.

Ayes: Taylor-Burks, Waterman, Williams, Woodward, Miller and Pietila No: None Resolution Passed.

Councilwoman Waterman left meeting at 3:40 p.m.

18-146 **Council out of Closed Session.** Moved by Councilperson Woodward and second by Councilperson Pietila.

SHEILA R. GRANDISON ACTING CITY CLERK

Ayes: Williams, Woodward, Miller and Taylor-Burks No: None Motion Carried. Councilperson Pietila was absent during the vote.

Council President Kermit Williams adjourned the meeting at 3:43 p.m.

### Official Proceedings Pontiac City Council 20<sup>th</sup> Session of the Tenth Council

A Formal Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, May 1, 2018 at 6:00 p.m. by President Kermit Williams.

Call to Order at 6:00 p.m.

Invocation – Pastor Douglas Jones

Pledge of Allegiance

Roll Call

Members Present: Carter, Miller, Pietila, Taylor-Burks, Waterman and Williams. Members Absent: Woodward. Mayor Waterman was absent. Clerk announced a quorum.

18-147 **Excuse Councilman Don Woodward for personal reasons.** Moved by Councilperson Pietila and second by Councilperson Taylor-Burks.

Ayes: Miller, Pietila, Taylor-Burks, Waterman, Williams and Carter No: None Motion Carried.

18-148 Approval of the agenda. Moved by Councilperson Taylor-Burks and second by Councilperson Carter. Attorney Chubb stated that Council should remove close session from the agenda because they are in violation. Council proceeded with the vote.

Ayes: Waterman, Williams, Woodward, Carter and Miller No: None Motion Carried.

**18-149** Journal of April 24, 2017 Special Meeting. Moved by Councilperson Taylor-Burks and second by Councilperson Miller.

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

**Journal of April 24, 2018 Regular Meeting.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

Ayes: Waterman, Williams, Carter, Miller, Pietila and Taylor-Burks No: None Motion Carried. Councilwoman Waterman stated that she wants to change her vote for Special Meeting on April 24, 2018.

18-151 Motion to reconsider Journal of April 24, 2017 Special Meeting. Moved by Councilperson Carter and second by Councilperson Taylor-Burks.

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

18-152 **Resolution to go into Closed Session.** Moved by Councilperson Woodward and second by Councilperson Carter. Mayor Waterman asked for point of privilege to address violation to go into closed session. She ask the Attorney to speak on her behalf. Council proceeded with the vote.

WHEREAS, the Michigan Open Meetings Act Section 8(a), MCL 15.268(a) allows a public body to go into closed session to consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent when the named person requests a closed meeting; and,

WHEREAS, the Michigan Open Meetings Act Section 8(h), MCL 15.268(h) allows a public body to go into closed session to consider material exempt from discussion or disclosure by state or federal statute; and,

WHEREAS, the Michigan Freedom of Information Act Section 13(g) exempts from disclosure records subject to the attorney client privilege.

NOW, THEREFORE BE IT RESOLVED, by the Pontiac City Council, that it recess into closed session for the reasons authorized in the Open Meetings Act, to consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent when the named person requests a closed meeting and to discuss an attorney-client privileged memorandum regarding the marijuana facilities licensing ordinance ballot initiative.

> Ayes: Taylor-Burks, Waterman, Williams, Woodward, Carter, Miller and Pietila No: None Resolution Possed

**Resolution Passed.** 

18-153 **Council vote to come out of Closed Session.** Moved by Councilperson Carter and second by Councilperson Taylor-Burks.

Ayes: Miller, Taylor-Burks, Williams and Carter No: None Abstain: Pietila **Motion Carried.** Councilperson Waterman was absent during the vote.

**18-154** Suspend the Rules. Moved by Councilperson Carter and second by Councilperson Taylor-Burks.

Ayes: Carter, Miller, Taylor-Burks and Williams No: None Abstain: Pietila and Waterman **Motion Carried.**  18-155 **Rules suspended to add a Resolution for Clark Hill PLC.** Moved by Councilperson Taylor-Burks and second by Councilperson Carter.

Whereas, on March 13 and March 28, 2018, the Pontiac City Council enacted essentially identical resolutions engaging the law firm of Clark Hill PLC to represent the Council, as specifically permitted by Section 4.204 of the Pontiac City Charter; and

Whereas, Clark Hill, PLC has submitted its initial invoice for its services to the Pontiac City Council, which the Council has approved for payment; and

Whereas, Mr. Nevrus Nazarko, Director of the City of Pontiac Finance Department, acting under the orders of his superior, the Honorable Deidre Waterman, Mayor of the City of Pontiac, has refused to pay the Clark Hill invoice, based on the contention of the Mayor and the Pontiac City Attorney that the City Council had no authority to enact its resolutions of March 13 and 28, 2018; and

Whereas, the actions of Director Nazarko and Mayor Waterman in refusing to pay Clark Hill invoices and refusing to recognize the validity of the City Council's resolution retaining Clark Hill have effectively deprived the City Council of the right expressly granted it by Section 4.204 of the City Charter to "obtain the opinion or advice of independent legal counsel in any matter pending before it;" and

Whereas, the City Council is regrettably left with no option but litigation in order to enforce its right to obtain counsel under the City Charter.

Now, Therefore Be It Resolved by the Pontiac City Council that its attorneys, Clark Hill PLC, are authorized and directed to initiate legal action on behalf of the City Council against Mayor Waterman and Director Nazarko to enforce the City Council's express right under the City Charter to retain legal counsel to represent it.

Ayes: Miller, Taylor-Burks, Waterman, Williams and Carter No: Pietila Resolution Passed.

18-156 Rules suspended to remove Deputy Mayor Report, Recognition of Elected Officials, Agenda Address and Agenda Items from the agenda. Moved by Councilperson Taylor-Burks and second by Councilperson Carter.

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

There were 8 individuals address the body during public comment.

Honorable Mayor Waterman Reported.

Attorney Anthony Chubb, Councilwoman Mary Pietila, Councilwoman Doris Taylor-Burks, Councilwoman Gloria Miller, Council Pro-Tem Randy Carter and President Kermit Williams made closing comments. Acting City Clerk Sheila Grandison and Councilwoman Patrice Waterman had no closing comments. May 1, 2018

President Kermit Williams adjourned the meeting at 7:08 p.m.

### SHEILA R. GRANDISON ACTING CITY CLERK

# **CITY OF PONTIAC**

# **Pontiac City Council**

## **RESOLUTION**

Whereas, Michigan Open Meetings Act Section 8(e) allows a public body to go into closed session to discuss specific pending litigation;

Now, Therefore, be it resolved by the Pontiac City Council that it go into a closed session to discuss specific pending litigation regarding Ottawa Towers II v. City of Pontiac, Case # 2012-13033-CH.



# **CITY OF PONTIAC CITY COUNCIL**

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### RESOLUTION REQUIRING PUBLICATION OF SALE OF CITY-OWNED PROPERTY

AT A REGULAR meeting of the Pontiac City Council of the City of Pontiac, Michigan, held at Pontiac City Hall on May 1, 2018, the following resolution was offered by \_\_\_\_\_\_, at 7:30 p.m. and supported by \_\_\_\_\_\_.

**WHEREAS**, on April 24, 2018, the President of the City Council of the City of Pontiac requested a Resolution from the City Attorney requiring publication of the sale of property owned by the City of Pontiac prior to its sale; and

WHEREAS, Charter Section 3.113 allows for the sale of City-owned real property only after notice and public hearing; and

WHEREAS, The City Council additionally desires publication of real property available for purchase;

**NOW THEREFORE, BE IT RESOLVED,** that the Pontiac City Council hereby resolves that no Cityowned real property shall be sold without being publicized upon the City website for a period of not less than seven (7) days prior to such sale.

PASSED AND APPROVED BY THE CITY COUNCIL, Pontiac, Michigan, this \_\_\_\_\_ day of

\_\_\_\_\_, 2018.

AYES: \_\_\_\_\_

NAYS:

I, Sheila Grandison, Interim Clerk of the City of Pontiac, hereby certify that the above Resolution is a true copy and accurate copy of the Resolution passed by the City Council of the

City of Pontiac on \_\_\_\_\_, 2018.

SHEILA GRANDISON, Interim City Clerk Dated: \_\_\_\_\_, 2018



### CITY OF PONTIAC CITY COUNCIL

PONTIAC CITY

2018 MAY -4

### RESOLUTION ADOPTING POLICY FOR VIOLATIONS OF T CODE OF ETHICS

AT A REGULAR meeting of the Pontiac City Council of the City of Pontiac, Michigan, held at

Pontiac City Hall on May 8, 2018, the following resolution was offered by \_\_\_\_\_

\_\_\_\_\_, and supported by \_\_\_\_\_\_.

WHEREAS, on February 27, 2018, the Pontiac City Council adopted a Code of Ethics; and

WHEREAS, The Pontiac City Council now desires to adopt a Policy for Violations of the Code of Ethics; and

**NOW THEREFORE, BE IT RESOLVED**, that the Pontiac City Council hereby adopts the following Policy for Violations of the Code of Ethics:

Violations of The Code of Ethics

- 1. Determination of Violation(s) of the Code of Ethics
  - a. If a violation of the Code of Ethics is asserted by a member of Council, the Councilmember(s) alleged to have been in violation of the Code of Ethics shall have the opportunity to address and refute the allegations.
  - b. By a Resolution passed by a majority of Council members serving, the Council may find that a Council member has violated the Code of Ethics.
- 2. Sanctions for Violations of the Code of Ethics

Subsequent to a Resolution establishing a violation of the Code of Ethics, the President may sanction that member of Council not to exceed the following levels:

- a. For a finding of a first violation of the Code of Ethics, the Council member may be subject to censure.
- b. For a finding of the second violation of the Code of Ethics, the Council member may be removed from any position(s) of Chair of Council Committee(s).
- c. For a finding of a third violation of the Code of Ethics, the Council member may be

removed from Council Committee(s).

- 3. Determination of Egregious Violation(s) of the Code of Ethics
  - a. If an egregious violation of the Code of Ethics is asserted by a member of Council, the Councilmember(s) alleged to have been in violation of the Code of Ethics shall have the opportunity to address and refute the allegations.
  - b. By a Resolution passed by a 2/3 roll call vote of Council members serving, the Council may find that a Council member has violated the Code of Ethics.
- 4. Sanctions for Egregious Violations of the Code of Ethics

Subsequent to a Resolution establishing an egregious violation of the Code of Ethics, the President may sanction that member of Council at any or all of the following levels: (a) Censure; (b) Removal from any position(s) of Chair of Council Committee(s); (c) Removal from Council Committee(s).

**PASSED AND APPROVED BY THE CITY COUNCIL**, Pontiac, Michigan, this 8<sup>th</sup> day of May, 2018.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

I, Sheila Grandison, Interim Clerk of the City of Pontiac, hereby certify that the above Resolution is a true copy and accurate copy of the Resolution passed by the City Council of the City of Pontiac on May 8, 2018.

SHEILA GRANDISON, Interim City Clerk

Dated: \_\_\_\_\_, 2018



TO

# CITY OF PONTIAC OFFICIAL MEMORANDUM

Jane Bain D: fissa

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Executive Branch

:	Honorable Mayor, Council President and City Council Members
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FROM: Jane Bais-DiSessa, Deputy Mayor

DATE: April 19, 2018

- Cc: Nevrus Nazarko, Finance Director; Anthony Chubb, City Attorney and Siella Grandison, City Clerk
- RE: Agenda Request: Resolution to approve the Charitable Gaming License Application from the Family Living Center (FLC), for submission to the State of Michigan Gaming Control Board (MGCB).

The Family Living Center (FLC), a non-profit organization located in the City of Pontiac, would like to raise funds to financially assist their developmentally disabled residents attend adult foster care camp and children's camp. In order to do so, the State of Michigan Gaming Control Board (MGCB) requires that they obtain a resolution that approves their application for a Charitable Gaming License. A copy of their resolution/application form is attached.

For additional information regarding this request, please review the attached letter from FLC's Executive Director, R. Michael Higgs dated March 26, 2018. Currently, please note that until FLC receives formal approval from the Pontiac City Council for their gaming application, the MGCB has given the FLC a temporary gaming license. Also, should the MGCB approve their license application, unless any changes to FLC's corporate structure occurs, future FLC fund raising events may be registered directly with the State without further action from the City.

Both myself, and Mr. Higgs will be in attendance to address any questions from the City Council regarding this item.

Based on a review of their application, the following resolution is recommended for your consideration:

*Whereas,* the Family Living Center (FLC) was incorporated in 1979 by Mabel Higgs and has been located in the City of Pontiac for over 40 years; and

Whereas, the Family Living Center (FLC) has been assisting adult individuals with developmental disabilities in Oakland County, since that time; and

Whereas, the Family Living Center (FLC) is a non-profit agency, with contracts with Macomb Oakland Regional Center, Inc., and receives funding from local community mental health boards and the Michigan Department of Community Mental Health; and Memorandum: Request for Charitable Gaming License Application from FLC April 19, 2018 Page 2 of 2.

Whereas, the Family Living Center (FLC) receives support in areas such as nursing, training, social work and psychology through the Macomb - Oakland Regional Center, Inc.; and

Whereas, the Family Living Center (FLC) works in association with numerous agencies, local and intermediate school districts, Michigan Assisted Living Association and many others; and

Whereas, the Family Living Center (FLC) currently operates 8 (eight) group home facilities and one Supported Independence Program (SIP; semi-independent residential setting for individuals with developmental disabilities), located in various cities throughout Oakland County (Auburn Hills, Bloomfield Hills, Lathrup Village, Rochester, Troy, Waterford and West Bloomfield); and

Whereas, the Family Living Center's (FLC) staff includes 60 (sixty) qualified, fully trained Direct Care Workers and Home Managers, many of whom have been employed at FLC for over twenty (20) years, and

Whereas, the Family Living Center's (FLC) Direct Care Worker and Management are fully trained as required by the State of Michigan and Macomb Oakland Regional Center; and

Whereas, the Family Living Center's (FLC) employees go through a thorough check of references, fingerprints and background checks, and once hired, each employee will have CPR and First Ald training, physicals and T8 tests/shots as required; and

Whereas, the Family Living Center (FLC) currently serves 46 residents among the homes and Supported Independence Program (SIP); and

Whereas, the Family Living Center (FLC) is anticipating the hosting of fund raising events whose proceeds will help developmentally disabled residents in need of financial assistance attend adult foster care camp and children's camp; and

Whereas, the Family Living Center (FLC) respectfully seeks approval from the City of Pontiac of their Charitable Gaming License application to the State of Michigan Gaming Control Board (MGCB) in order to host such fund raising events.

Now therefore be it resolved, that the City Council for the City of Pontiac, hereby recognizes the Family Living Center as a non-profit agency located in the City of Pontiac and approves their Charitable Gaming License application (attached) for submission to the State of Michigan Gaming Control Board (MGCB).

JBD

Attachments



(248)334:5330 132 Franklin Blvd, Suite #101 Pontiac, MI 48341 famllylivingcenter@flemt.org Fax: (248)334-1457

March 26, 2018

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

RE: FLC Charitable Gaming Resolution Request

Dear Ms. Bais-Disessa;

Attached please find the form the Michigan Gaming Board sent us to submit to the City of Pontiac Council to review and to request the passing of a resolution by the Council as a part our application we have submitted to them for a charitable gaming license.

Family Living Center is a non-profit that was incorporated in 1979 and has been located in Pontlac for over 40 years. We provide licensed group home care for developmentally challenged adults. Family Living Center is anticipating hosting a fundralser with proceeds going to our developmentally disabled residents that need financial assistance to attend Camp Fowler this summer, and our Employee Scholarship Fund.

We currently operate nine (B) facilities, eight (8) group homes and one Supported Independence Program (SIP). Family Living Genter Inc. presently operates group homes located in Auburn Hills, Bloomfield Hills, Rochester, Troy, Lathrup Village, West Bloomfield, and Waterford. The SIP is located in West Bloomfield.

The Fowler Center is situated on over 200-acres in Mayville, Michigan, on the northeast side of the state. The Center is licensed as an Adult Foster Care Camp and a Children's Camp by the Michigan Department of Human Services. Emphasis is placed on the ability of each camper to participate in camping experiences according to his or her physical, cognitive and psychological abilities. A concerted effort is made to remove any possible barriers and to create a secure, positive and reinforcing environment. All of the facilities are designed to meet the special physical, social, intellectual, emotional and motivational needs of our campers.

We are respectfully submitting this Resolution application for the Council's review and passage so we may enhance our residents summer experiences.

Respectfully submitted,

Hindung this

R Michael Higgs Director

Group Homes for the Developmentally Disabled Non-Profit Corporation 501 © (3) www.familyllvlngconter.org



State of Michigan Michigan Gaming Control Board Office of the Executive Director P.O. Box 30786 Lansing, MI 48909 Phone: (313) 458-4940 Fax: (313) 458-4940 Fax: (313) 458-3405 Email: Mithonalreparty@michigan.gov www.michigan.gov/mgcb

LOCAL GO	VERNING	BODY RE	SOLUTION	FOR	CHARITA	ABLE (	GAMING	LICENSES
			(Required by MCL					

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AtaR	FOULAR OR SPECIAL	meeting of the	PONTIAC NSHIP, CITY, OR VILLAGE COUNCIL/BOARD
			n
		n. the following resolution wa	
Moved by		and supported b	у
that the request	from <u>FAMILY</u> NAMI	LIVING CENTER, INC. E OF ORGANIZATION	of <u>PONTIAC</u>
			ng that they be recognized as a nonprofit
organization ope	erating in the community,	for the purpose of obtaining	charitable gaming licenses, be
considered for _	APPROVAL/DISAPPROVAL		
APPROVAL:	Yeas:	DISAPPRO	/AL: Yeas:
	Nays:		Nays:
	Absent		Absent:
I hereby certify t	hat the foregoing is a true	e and complete copy of a re	esolution offered and adopted
by the	PONTIAC	e council/board at	aREGULAR OR SPECIAL
	DATE		
SIGNED:	TO	WNSHIP, CITY, OR VILLAGE CLI	ERK
	<u></u>	PRINTED NAME AND TITLE	
		ADDRESS	
Organization Inf	ormation: 132 FRANKLIN ORGANIZATION	BLVD., SUITE 101, PONTIAC, S MAILING ADDRESS, STREET,	
	SCOTT INNES, ORGANIZATIONS	CHAIRMAN OF BOARD OF DIF S PRINCIPAL OFFICER NAME AN	RECTORS (248) 672-2962
ority: Act 382 of the Pi	ublic Acts of 1972, as amended	Page 3 of 3	MGC8-MP-5036 (0



State of Michigan Bureau of State Lottery 101 E. Hilfsdale • P.O. BOX 30023 • Lansing, Michigan 48909 www.michigan.gov/cg • (517) 335-5780 • FAX (517) 267-2285



Arlc Nesblft

COMMISSIONER

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RICK SNYDER GOVERNOR

March 23, 2018

Organization ID: 139730

W Scott Innes Family Living Center Inc 132 Franklin Blvd #101 Pontiac, MI 48340



Dear W Scott Innes:

We have received documentation to qualify your organization as a Local Civic organization to conduct licensed gaming events as allowed by Act 382 of the Public Acts of 1972, as amended.

We are pleased to inform you that your Large Raffle license, R46935, is enclosed. However, additional qualification information must be submitted to this office before any additional licenses will be issued.

No further licenses will be issued until you complete the qualification process, please submit the following information:

1. A copy of a resolution passed by the local government stating the organization is a recognized nonprofit organization in the community; form enclosed.

Please enclose a copy of this letter with the requested information and mail, fax to 517/267-2285, or email to CG-Additional-Info@michigan.gov. Be sure to include your organization ID number 139730 on all correspondence submitted to our office.

We look forward to working with you in the future. If you have any questions or need further assistance, please contact us at 517/335-5780.

Sincerely,

Charitable Gaming Division



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STATE OF MICHIGAN BUREAU OF STATE LOTTERY CHARITABLE GAMING DIVISION

License Number R46935

Organization ID \_139730

# LARGE RAFFLE LICENSE

is hereby issued to

FAMILY LIVING CENTER INC.

to conduct a raffle at

300 BOWL 100 S CASS LAKE RD WATERFORD, MI 48340

In accordance with Aol 382 of the Public Acts of 1972, as amended, charitable gaming rules, terms of probation, directives of the bureau, public policy of the State of Michigan, and any other local, state, and federal laws and regulations.

04/14/18 11:30 AM - 02:30 PM Authorized Date and Time Arlo Nesbitt, Commissioner

This license is the property of the State of Michigan and must be prominently displayed at the location where the relife is conducted and is valid only on the date and time authorized.

459 -00 100 180 V17

www.michigan.gov/og

IRS Department of the Treesury Informal Revenue Service P.O. Box 2508 Cincinnati OH 45201

In reply rafer to: 0248454921 Aug. 29, 2011 LTR 4168C E0 38-2230014 000000 00 00012020 BODC: TE

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FAMILY LIVING CENTER INC 132 FRANKLIN BLVD STE 101 PONTIAC MI 48341-1778

022793

Employer Identification Number: 38-2230014 Person to Contact: MS. EVANS Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your Aug. 18, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in MARCH 1989.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code, Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our wabsite WWW.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations Whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.



# CITY OF PONTIAC OFFICIAL MEMORANDUM

PONTIAC CITY

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Executive Branch

TO: Pontiac City Council

FROM: Jane Bais-DiSessa, Deputy Mayor, at the request of John V. Balint, City Engineer

DATE: April 20, 2018

RE: 1399 Joslyn Road Lease

The City of Pontiac Department of Public works has been looking for a garage and yard to house equipment and staff. In the upcoming budget, the Department is looking to in-source snow plowing and pothole patching. In order to do this, we need a garage large enough to house the plow trucks and patching equipment, as well as additional personnel and equipment for future expansion. After searching for a while, we found the right size structure at 1399 Joslyn Road. The lease space is 10,000 SF which is the correct size for our needs as well as adequate area outside the building for personal vehicles of staff and other City vehicles that do not need to be stored in-doors.

The City has negotiated a lease with through the broker for the property for 48 months at \$5,833.33 per month. This totals \$70,000 per year. In addition to the base lease price, the City will be responsible for 35.7% of the utilities to the building and 35.7% of any taxable value increases for the term of the lease. The estimated utility expense is estimated to be \$1,700 per month.

It is the recommendation of the Department of Public Works that the City Council approve the attached lease with Great Lakes Auto Superstore, LLC for 48 months starting May 1, 2018 for a base fee of \$70,000 annually (\$5,833.33/month) plus utilities. This lease has been reviewed and approved by the City Attorney.

WHEREAS,	The City of Pontiac negotiated a lease agreement with Great Lakes Auto Superstore, LLC, and;
WHEREAS,	The Department of Public Works is in need of a garage and yard for the insourcing of work, and;
WHEREAS,	The 48 month lease will provide the Department of Public Works adequate time to assess future needs and work demands.
NOW, THEREFORE, BE IT RESOLVED,	The Pontiac City Council authorized the Mayor to enter into a lease with Great Lakes Auto Superstore, LLC for a base amount of \$5,833.33 per month plus utilities for a term of 48 months.

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JVB

Attachments

### BUSINESS PROPERTY LEASE

 THIS LEASE made this \_\_\_\_\_\_, 2018 (the "Commencement Date"), by and between Great Lakes Auto Superstore LLC, the Lessor (the "Landlord"), and City of Pontiac, a Michigan municipal corporation, the Lessee, (the "Tenant").

DESCRIPTION 2. WITNESSETH: The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant the following described premises situated in the City of Pontiac, Michigan, County of Oakland, State of Michigan, to wit: an industrial facility containing approximately 28,000 square feet, of which Tenant shall occupy 10,000 square feet, being more commonly known as 1399 Joslyn Avenue, Suite B, Pontiac, Michigan 48340, and as further set forth in Exhibit A (the "Premises").

> For a term of 48 months from the Commencement Date, with one (1) renewal option of one (1) year.

> For the rent of said premises for said term, the sum of Seventy Thousand and 00/100 (\$ 70,000.00) Dollars per year, payable in monthly installments in advance, upon the 1st day of each and every month as follows:

\$ 5,833.33 on or before representing payment of rental for the first month of lease term and a like sum, in advance, on the first (1<sup>st</sup>) day of each month thereafter for the next (48) consecutive months. Failure to remit payment timely will result in a fee of \$100.00.

Modified Taxes 3.1. The Tenant covenants w

TERM

RENT

The Tenant hereby hires the said premises for the said term as above mentioned and covenants well and truly to pay or cause to be paid unto the Landlord at the dates and times mentioned, the rent above reserved. Tenant also agrees that any property tax increase for 2018 through 2022 or later shall be a "shared expense" and paid back to landlord based on a 35.7% of the overall increase to the tax bill.

ASSIGNMENT 4. The Tenant covenants not to assign or transfer this lease or hypothecate or mortgage the sum or sublet said premises or any part thereof without the written consent of the Landlord. Any assignment, transfer, hypothecation, mortgage or subletting without said written consent shall give the Landlord the right to terminate his lease and to reenter and repossess the leased premises.

BANKRUPTCY 5. The Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in such event this lease may be canceled at the option of the Landlord.

RIGHT TO 6. The Landlord reserves the right to subject and subordinate this lease at all times to the lien MORTGAGE 6. The Landlord reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the said premises and on the tand and building of which the said premises are a part or upon any buildings hereafter placed upon the land of which the leased premises form a part. And the Tenant covenants and agrees to execute and deliver upon reasonable demand such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and any mortgagees or proposed mortgagees.

USE and OCCUPANCY 7. It is understood and agreed between parties hereto that said premises during the continuance of this lease shall be used and occupied for generally city-owned or operated Public Works Vehicle and Materials Storage and Maintenance and for no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use the premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement the Landlord may at his option terminate this lease forthwith and reenter and repossess the leased premises.

FIRE

8. It is understood and agreed that if the premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord will repair and restore the same to good tenantable condition with reasonable dispatch, and that the rent

thirty (30) days advanced-written notice to all parties prior to termination. 11A. To the extent permitted by law, Tenant shall indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability, cost and expense, including reasonable attorneys' fees, in connection with all losses, including loss of life, personal injury and/or damage to property, arising from (a) any occurrence arising out of the use of the Premises by the Tenant, (b) Tenant's failure to comply with the terms of this Lease, or (c) any negligent act or omission of Tenant, its agents, contractors, suppliers, employees, servants, or business invitees. 11B. To the extent permitted by law, Landlord shall indemnify Tenant and save it harmless from and against any and all claims, actions, damages, liability, cost and expense, including reasonable attorneys' fees, in connection with all losses, including loss of life, personal injury and/or damage to property, arising from (a) any occurrence arising out of the use of the Premises by the Landlord or its lessors, (b) Landlord's failure to comply with the terms of this Lease, or (c) any negligent act or omission of Landlord, its agents, contractors, suppliers, employees, servants, business invitees, or other lessors. **REPAIRS** and Except as provided in Paragraph 13 hereof, the Tenant further covenants and agrees that he 12. will, at his own expense, during the continuation of this lease, keep the said premises and every part thereof in broom clean condition, and the expiration of the term yield and deliver up the same in a like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The Tenant shall not make any alterations, additions or improvements to said premises without the Landlord's written consent, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of the Tenant, shall remain the property of the Tenant .. The Tenant covenants and agrees that if the demised premises consists of only a part of a structure owned or controlled by the Landlord, the Landlord may enter the premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs reasonably deemed by the Landlord essential to the use and occupancy of the other parts of the Landlord's building. If the whole or any substantial part of the premises hereby leased shall be taken by any 13. public authority under the power of eminent domain, then the term of this lease shall cease on the part so taken from the day of the possession of that part shall be required for any public purpose and the rent shall be paid up to that day, and from that day the Tenant shall have the right either to cancel this lease and declare the same null and void or to continue in possession of the remainder of same under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the premises taken. All damages awarded for such taking shall belong to and be the property of the Landlord whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the premises herein leased, provided, however, that the Landlord shall not be entitled to any portion of the award made to the Tenant for loss of business. The Landlord reserves the right of free access at all times to the roof of said leased RESERVATION 14. premises and reserves the right to rent said roof for advertising purposes. The Tenant shall not erect any structures for storage or any aerial, or use the roof for any purpose without the consent in writing of the Landlord. The Tenant shall not perform any acts or carry on any practices which may injure the 15. building or be a nuisance or menace to other Tenants in the building and shall keep premises under his control clean and free from rubbish and dirt at all times. The Tenant and Landlord shall at his own expense under penalty of forfeiture and damages 16.

REPAIRS

INSURANCE

ALTERATIONS

EMINENT

DOMAIN

CARE of PREMISES The Landlord after receiving written notice from Tenant, and having reasonable opportunity thereafter to obtain the necessary equipment and personnel necessary, agrees to keep in good order and repair the Premises. Tenant shall be responsible for, and repair, all damage

herein provided for shall abate entirely in case the entire premises are untenantable. Further in case the leased premises, or the building of which it is a part, shall be destroyed to the 

- caused by actions of the Tenant.
- 10. The Tenant and Landlord agree to maintain not less than \$2,000,000.00 general liability and property damage insurance throughout the term of this Lease. The policies shall provide
- extent of more than one-half of the use thereof, the Landlord or Tenant may at their option terminate this lease forthwith by a written notice to the other party. 9.

INDEMNITY

		promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same.
CONDITION of PREMISES	17.	The Tenant further acknowledges that he has examined the said leased premises prior to the making of this lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the Landlord, or his agent, which are not herein expressed, and the Tenant hereby accepts the leased premises in their present condition at the date of the execution of this lease.
	18.	The Landlord shall not be responsible or liable to the Tenant for any loss or damage resulting to the Tenant or his property form bursting, stoppage or leakage of water, gas, sewer or steam pipes.
	19.	The Landlord shall responsible for all exterior maintenance, including but not limited to snow removal and lawn maintenance.
RE-RENTING	20.	The Tenant hereby agrees that for a period commencing ninety (90) days prior to the termination of this lease, the Landlord may show the premises to prospective Tenants, and sixty (60) days prior to the termination of this lease, may display in and about said premises and in the windows thereof, the usual and ordinary "TO RENT" signs.
HOLDING OVER	21.	It is hereby agreed that in the event of the Tenant herein holding over after the termination of this lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.
GAS, WATER, HEAT, ELECTRICITY	22.	The Tenant will pay exactly 35.7% of all charges made against said leased premises for gas, water, and electricity only during the continuance of this lease, as the same shall become due and noticed to the tenant monthly.
ADVERTISING DISPLAY	23.	It is further agreed that all signs and advertising displayed in and about the premises shall be such only as advertise the business carried on upon said premises, and that the Landlord shall control the character and size thereof, and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord, and that no awning shall be installed or used on the exterior of said building unless approved in writing by the Landlord.
ACCESS TO PREMISES	24.	The Landlord shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. If the Landlord deems any repairs necessary, he may demand that the Tenant make the same and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to his stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs the Tenant agrees that he will forthwith on demand pay to the Landlord the cost thereof with interest at <u>0</u> per annum, and if he shall make default in such payment the Landlord shall have the remedies provided in Paragraph 6 hereof.
REENTRY	25.	In case any rent shall be due and unpaid of if default be made in any of the covenants herein contained, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Landlord, his certain attorney, heirs, representatives and assigns, to reenter into, repossess the said premises and the Tenant and each and every occupant to remove and put out.
QUIET ENJOYMENT	26.	The Landlord covenants that the said Tenant, on payment of all of the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.
EXPENSES, DAMAGES, REENTRY	27.	In the event that the Landlord shall, during the period covered by this lease, obtain possession of said premises by reentry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expense incurred in obtaining possession of said premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages.
REMEDIES Not EXCLUSIVE	28.	It is agreed that each and every of the rights, remedies and benefits provided by this lease to the parties shall be cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law.
WAIVER	29.	One or more waivers of any covenant or condition by the parties shall not be construed as a

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waiver of a further breach of the same covenant or condition.

DELAY of POSSESSION 30.

It is understood that if the Tenant shall be unable to enter into and occupy the premises hereby leased at the time above provided, by reason of the said premises not being ready for occupancy, or by reason of the holding over of any previous occupant of said premises, or as a result of any cause or reason beyond the direct control of the Landlord, the Landlord shall not be liable in damages to the Tenant before, but during the period the Tenant shall be unable to occupy said premises as hereinbefore provided, the rental therefore shall be abated and the Landlord's reasonable judgment as to when the premises are ready for occupancy.

NOTICES

31. Whenever under this lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the party is in writing addressed to the parties at the below addresses:

Tenant's Address:

CITY OF PONTIAC ATTN: DEPUTY MAYOR 47450 Woodward Avenue Pontiac, Michigan 48352

Landlord's Address:

1399 JOSLYN AVE JUNTE A POINTINC, MICHIGAN, 48340 XXXXXXX

GENERAL

; - .

32. It is agreed that in this lease the word "he" shall be used as synonymous with the words "she", "it" and "they," and the word "his" synonymous with the words "her," "its" and "their".

- 33. The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.
- 34. The Tenant shall not be required to provide a security deposit to the Landlord as part of this Lease.
- 35. Nothing herein shall be construed as a waiver by the Tenant of statutory or common law governmental immunity.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals the day and year first above written.

WITNESSED B ANCIA

LANDLORD BY: \_ (L.S.) ITS: (L.S.) TENANT:

BY: \_\_\_\_\_(L.S)

ITS: \_\_\_\_\_(L.S.)



# **CITY OF PONTIAC OFFICIAL MEMORANDUM**

Executive Branch

TO: Pontiac City Council

FROM: Jane Bais-DiSessa, Deputy Mayor, at the request of

FROM: Jane Bais-DiSessa, Deputy Mayor, at the request of John V. Balint, City Engineer
DATE: April 20, 2018
RE: City Hall-Sheriff Substation Security System Upgrade
The Department of Public Works has prepared and advertised a request for proposals for the City Hall and Sheriff Substation Security System Upgrade proposals for the City Hall and Sheriff Substation Security System Upgrade. Proposals were accepted on February 26, 2018 at 2:00 PM in the office of the City Clerk and publically opened at that time. Funding of this project is allocated in the FY 2017-18 Capital Improvement Fund.

The respondents to the RFP were:

- D/A Central Intelligent Security Solutions: Base Bid= \$70,315.00
- JMC Electrical Contractors, LLC: Base Bid= \$85,511.00 ø

Included in the bid package are options for full service annual contracts for years 2 and 3 of the system. These options add a potential \$9,000 to the contract for future years and an additional Mobile Remote Camera system which can be used in frequent dumping areas. While these are options in the bid, we ask to have these included in the contract dollar amount. Therefore, we are asking City Council to approve a total for this project of \$90,000 for the complete system.

The bids were tabulated and checked. Based on the review, the individual tabulations are below. The low bidder is D/A Central Intelligent Security Solutions

The funding for the security system project can be found in the City Capital Improvement budget in FY 2017-18.

It is the recommendation of the Department of Public Works that the City accept the bid by D/A Central Intelligent Security Solutions and authorize the Mayor to sign a contract for the installation of the security system at City Hall and the Sheriff Substation. The total bid amount is within budget constraints.

WHEREAS,

The City of Pontiac has advertised and received responses to a request for proposal for the Security System Upgrade Project on February 26, 2018 and publically opened bids, and;

WHEREAS,

a bid tabulation was prepared and reviewed, and;

WHEREAS,

the City identified the low bidder as D/A Central Intelligent Security Solutions.

NOW, THEREFORE, BE IT RESOLVED,

The Pontiac City Council authorized the Mayor to enter into a contract with D/A Central Intelligent Security Solutions for \$90,000 for the Security System Upgrade Project.

JVB

Attachments

# **Preliminary Bid Tabulation**

	DESCRIPTIONS	JMC Electrical		D/A Central, Inc.	
······		Contractors LLC			
Pontiac City Hall	Pontiac City Hall Video Upgrade	\$ 14,165.00		\$ 8,850.00	0
Pontiac City Hall	Pontiac City Hall Access Control	\$ 24,720.00		\$ 20,695.00	0
Pontiac City Hall	Pontlac City Hall Intrusion Detection System	\$ 10,677.00		\$ 7,595.0	0
Oakland County Sheriff	Oakland County Sheriff Video Upgrade	\$ 35,049.00		\$ 31,795.0	0
Training	(Quantity 3) - Four (4) Hour Training Sessions on Proposed Systems				
	12 Hours Total	\$ 900.00		\$ 1,380.00	
	LUMP SUM	\$ 85,511.00		\$ 70,315.00	
Warranty Included					· · · · · · · · · · · · · · · · · · ·
Year 1	( YES / NO)	YES		YES	
Optional Full Coverage	e Service Contract			Full Service	Full Replacement
Year 2	annually	\$ 3,800.00		\$ 5,555.00	0 \$ 8,475.0
Year 3	annually	\$ 4,500.00		\$ 5,555.00	0 \$ 8,475.0
Alternate- Mobile Remote	Comero Vit	\$ 4.926.00		¢ 5.000.00	
WODINE REMOTE	Camera M	\$ 4,926.00 Identicard Access Control Honeywell Intrusion System		\$ 5,000.00 Lenel OnGuard Access Control Bosch Intrusion System	
Name/Work Activity of RFP:	Security System Upgrade Project				
Nitness: Nitness:	Michelle McKenzie, Purchasing A	gent		City of Pontiac 47450 Woodward Ave. Pontiac, MI 48342	
	Sheila Grandison, City Clerk		•		

## **REFERRAL/RECOMMENDATION FORM**

DATE: April 19, 2018

TO: \_\_\_\_\_ Nevrus Nazarko, Finance Director

TO: \_\_\_\_\_Jane Bais-DiSessa, Deputy Mayor \_\_\_\_\_

FROM: Michelle L. McKenzie, Purchasing Agent

THE ATTACHED DOCUMENTS ARE BEING REFERRED FOR THE FOLLOWING REASONS:

\_\_\_\_ City Council X\_ Bid Approval \_\_\_\_Budget Approval \_\_\_\_Cancelled \_\_\_\_\_ Other

Bid Analysis and Recommendation for\_\_\_\_

The following bid is attached:

Security System Upgrades

This copy does not include the equipment specifications or Oakland County forms.

You Recommendations of a bidder are to be located in the space provided in the "Remarks" section on the next page of this form. Do not submit your recommendation on any other.

RFP: <u>Security System Upgrades</u>

**REMARKS:** After a competitive process and a public bid opening, it is recommended

that D A Central be awarded the Security System Upgrades bid.

Your recommendation is to be based on the bid specification and content of bid. If the lowest bidder or bidders do not meet the specifications then list the major deviations for each.

Rejections must be based on actual exceptions to specifications, or on other details included in the bid documents.

Legal questions or concerns should be included in the analysis. If necessary, the Purchasing Division may request a legal opinion.

Recommendations for bids over \$10,000.00 must be approved by the Finance Director, the Purchasing Agent or an approved person as noted on the "City of Pontiac Authorized Signature Record."

Vendor has met the requirements of the Request For Proposal Bid Documents.

The above named firm has also provided references of the companies where they have performed similar work.

They have the experience and equipment necessary to perform the duties of the RFP.

I have included the listing of vendors notified on MITN.

I have included a bid tabulation showing all the bidders and their prices.

Signature of Purchasing Agent: Inn Date:

Approved by:

Signature of Finance Director:

4-20-18 Date: \_\_\_

Signature of Deputy Mayor:

Date: <u>9.20</u>.18

LARA CORPS SAM Income Tax Property Info 

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IVA TOVA			MICHIGAN.GOV
Departm	ent of Licensing and Re	egulatory Affairs	A Official AND Wab Site
Michigan.gov Home	License Verification Home	BPL Home   Contact BPL   CS&CL Home   Co	ntact CS&CL   LARA Home
Bureau of Prof	essional Licensing / Corpor	ations, Securities & Commercial Lie	censing Bureau
VERIFY A LICENS	SE/REGISTRATION	· ·	
Licensee Information	•		
Name:	D/A CENTRAL INC		
QO/Owner:	PAUL D SHELTON	· ·	
Address:	Oak Park, MI 48237		
County:	Oakland		
License Information			
License Type:	Security Alarm Agency		
License Number:	3601201984		
Specialties:			
Status:	Active		
Limitations:			
Issue Date:	04/25/1991		
Expiration Date:	04/30/2018		
Employed/Managed By			
Employer/Manager:			
License Number:		•	
Address:			
County:		<i>,</i>	
			CONVERSE

Attention Mobile Device Users: Not all mobile devices are compatible with all functions of this website.

Additional information pertaining to the occupations regulated by the <u>Bureau of Professional Licensing</u> can be found on the <u>Licensing Division</u> site.

#### DISCLAIMER

The Issue Date is the date the license/registration was first issued. Please note this information is not always available in the database. The Expiration Date given above is the date the license/registration expired or will expire. The license/registration may not have been active from the Issue Date to the Expiration Date. There may have been periods of non-licensure or non-registration. Please view the status history for more information.

Licensing and registration records are made available at this site by LARA to provide immediate access to information for the convenience of interested persons. While LARA has taken steps to update this information daily, we make no guarantee as to the accuracy, completeness, timeliness or current status of the information. LARA assumes no responsibility for any errors or omissions, or for the use of information obtained from this site.

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 Security Policy

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ABA Corporations Online Filing System artment of Licensing and Regulatory Affairs ID Number: 800290754 Summary for: D/A CENTRAL, INC. The name of the DOMESTIC PROFIT CORPORATION: D/A CENTRAL, INC.	<del></del>
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Summary for: D/A CENTRAL, INC. The name of the DOMESTIC PROFIT CORPORATION: D/A CENTRAL, INC.	
The name of the DOMESTIC PROFIT CORPORATION: D/A CENTRAL, INC.	
The name of the DOMESTIC PROFIT CORPORATION: D/A CENTRAL, INC.	
The name was changed from: D/A NEWCO, INC. on 10-01-1994	
Entity type: DOMESTIC PROFIT CORPORATION	
Identification Number: 800290754 Old ID Number: 283556	
····	
Date of Incorporation in Michigan: 08/21/1984	
Ferm: Perpetual	
	s: 2013
Most Recent Annual Report: 2017 Most Recent Annual Report with Officers & Director:	
The name and address of the Resident Agent:	
The name and address of the Resident Agent: Resident Agent Name: P. DAVID SKELTON	
The name and address of the Resident Agent: Resident Agent Name: P. DAVID SKELTON Street Address: 13155 CLOVERDALE	
The name and address of the Resident Agent: Resident Agent Name: P. DAVID SKELTON Street Address: 13155 CLOVERDALE Apt/Suite/Other:	
The name and address of the Resident Agent: Resident Agent Name: P. DAVID SKELTON Street Address: 13155 CLOVERDALE Apt/Suite/Other: City: OAK PARK State: MI Zip Code: 48237	
The name and address of the Resident Agent: Resident Agent Name: P. DAVID SHELTON Street Address: 13155 CLOVERDALE Apt/Suite/Other:	
The name and address of the Resident Agent: Resident Agent Name: P. DAVID SHELTON Street Address: 13155 CLOVERDALE Apt/Suite/Other: City: OAK PARK State: MI Zip Code: 48237 Registered Office Mailing address:	

Total Authorized Shares: 60,000

Written Consent

View Assumed Names for this Business Folity:

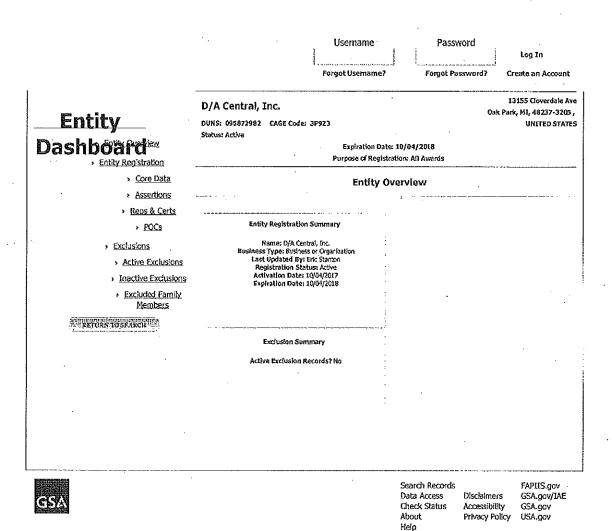
View filings for this business entity:	
ALL FILINGS ANNUAL REPORT/ANNUAL STATEMENTS ARTICLES OF INCORPORATION RESTATED ARTICLES OF INCORPORATION RESTATED ARTICLES OF INCORPORATION	
View fillings	
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Comments or notes associated with this business entity:	

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Michigan.gov Home ADA Michigan News Policies

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View Details - Entity Overview | System for Award Management



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WWW1

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring, Individuals found performing unauthorized activities are subject to disciplicary action inducing driving prosecution.

### **Michelle McKenzie**

From:Larry A. KosofskySent:Tuesday, February 27, 2018 2:39 PM.To:Michelle McKenzieSubject:RE: Please check for compliance

Hello Michelle,

I have no information for this business in my system.

Larry

From: Michelle McKenzie Sent: Tuesday, February 27, 2018 2:17 PM To: Larry A. Kosofsky <lkosofsky@pontiac.mi.us> Subject: Please check for compliance

Larry,

This company is in our vendor listing as inactive and I cannot pull up any activity. They are a vendor for our Security System Upgrade Bid.

1

D/A Central, Inc. 13155 Cloverdale Oak Park, MI 48237

Tax ID# 38-2556646

Thank you,

Michelle L. McKenzie Purchasing Agent/Fiscal Analyst City of Pontiac <u>MMcKenzie@pontiac.mi.us</u> Direct Dial (248) 758-3120 Fax (248) 758-3197

#### 13155 CLOVERDALE AVE OAK PARK MI 48237-3205

#### 25-32-376-025

### **Commercial and Industrial Property Profile**

Qakland County"

Note: Please be advised the data included in Property Gateway originates from multiple local municipalities. Data, in regard to properties, may be classified and updated differently by municipalities. If you have any questions, please contact the local community where the data originated.

	Owner	Information		
Owner(s)	: VILLAGE LEASING CO			NUMPER DE SUIVERS THE SUITE
Malling Address	20835 W 13 MILE RD BI	EVERLY HILLS MI 48025-3	3838	
	Location	Information		
Site Address	: 13155 CLOVERDALE A	VE OAK PARK MI 48237-3	1205	Websertonen menden store burg
PIN	: 25-32-376-025	Nelghborhood Code	: 03060	
Municipality	: City of Oak Park	Réferences de la constanción de concesso de cons		ana ang ang ang ang ang ang ang ang ang
School District	: 190 OAK PARK SCHOO	LS		
Use	: 201 BUS IMP (Commerc	al Business Imp.)		
Water Indicator	:N	-Sewer Indicator	: N	
Well Indicator	: N	Septic Indicator	: N	
	Property	Description		
T1N, R11E, SEC 32 PA 1240.68 FT FROM S 1/4	RT OF NE 1/4 OF SW 1/4 BI COR, TH N 88-02-12 W 104.	EG AT PT DIST N 00-34-40 94 FT, TH ALG LINE FER	) E 1350.05 FT & N N AVE N 00-41-20 (	88-02-12 W F 370 FT TH
	LE AVE S 88-02-10 E 104 E			

S LINE CLOVERDALE AVE S 88-02-10 E 104 FT, TH S 00-18-40 W 87.22 FT, TH S 00-36-52 W 282.80 FT, TO BEG 0.89 A 11-22-88 FROM 001 & 021

	IVEC	0.09 A 11-22-00 FROM 001 & 021	
	Split/Cor	nbination Information	
Added Status	: Added Parcel		
Added Date	: 12/07/1988	Added To	: FROM 021
	Т	ax Information	
Taxable Value	: \$98,490	State Equalized Value	: \$107,200
Current Assessed Value	: \$107,200	Capped Value	: \$98,490
Effective Date For Taxes	: 12/01/2017	Principal Residence	: 0.0000%
Taxes		Exemption Taxes	
Summer		Summer	
Winter		Winter	
Village	:	Village	:
	<u>L</u>	ot Information	
Description	:	Acres	: 0

OC propinfo th

### 13155 CLOVERDALE AVE OAK PARK MI 48237-3205



OC prop unto 2/7 

#### 25-32-376-025

### **Commercial and Industrial Property Profile**

Note: Please be advised the data included in Property Gateway originates from multiple local municipalities. Data, in regard to properties, may be classified and updated differently by municipalities. If you have any questions, please contact the local community where the data originated.

	Building	/Section 1	
Building	: 1 : 1960	Used As	: Office Building
Year Built	: 1960		: 1981
Class No of Stories	:C :1	Quality Height Per Story (feet)	: Low Cost : 12
Avg Square Feet Sprinklers	: 9,198 : N	Elevators Identical Units	: N :1
Total Building Square	: 9,198		

Footage

No lump sum improvements Data Available for Building/Section1

# Parcel Number - 52-99-10-012-734 | City of Oak Park | AccessMyGov.com

	Personal Pro	sperty	
13155 CLOVERDALE OAK PARK, M Parcel Number: 52-99-10-012-734 **Personal P	roperty X	, ,	• •
	Property Owner: D/A CENTRAL INC Summary Information > Assessed Value: \$0   Taxable Value: \$0	> Property Tax information found	·····
No Images Found			
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Owner and Taxpayer Information

Owner	D/A CENTRAL INC	Taxpayer	 SEE OWNER INFORMATION
	13155 CLOVERDALE		
	OAK PARK, MI 48237		
4		· · · · · · · · · · · · · · · · · · ·	 4

General Information for Tax Year 2017

Property Class	COMMERCIAL PERSONAL	Unit	52 CITY OF OAK PARK
School District	OAK PARK	Assessed Value	\$0
STYLE	Not Available	Taxable Value	\$0
LOT SEARCH #S	Not Available	State Equalized Value	\$0
SUBDIVISION	Not Available	Date of Last Name Change	Not Available
USER ALPHA 3	Not Available	Notes	Not Available
Historical District	Not Available	Census Block Group	Not Available
LIBER/PAGE	Not Available	Exemption	No Data to Display

Principal Residence Exemption Information

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MBT Commercial	 June 1st	- Final
2017	100.0000 %	100.0000 %

# Previous Year Information

2 of 3

Year		MBOR Assessed	Final SEV	Final Taxable
2016	**	\$0	\$0	\$0
2015		\$0	\$0 <sup>1</sup>	\$0
2014	· ··· · · · · · · · · · · · · · · · ·	\$0	\$0	\$0
and Information				
Zoning Code		Total Acres	0.000	-
Land Value	\$0	Land Improvements	\$0	· · ·
Renaissance Zone	Not Available	Renaissance Zone Expiration Date	Not Available	
ECF Neighborhood	PERSONAL PROPERTY	Mortgage Code	Not Available	······································
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zo	ne No	-
Lot(s)		Frontage		Depth
No lots found.			•	
: :		Total Frontage: 0.00 ft		Average Depth: 0.00 ft
_egal Description				
PERSONAL PROPERTY	··· ·· · · · · · · · · · · · · · · · ·		· ·	
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Date of Last Split/Combine No Data to Display Number of Splits Left

# Parcel Number - 52-99-10-012-734 | City of Oak Park | AccessMyGov.com

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Date Form Filed	10/01/	/2010	Unallocated	Div.s of Parent 0	· .		
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Acreage of Parent	0.00		Rights Were	Transferred Not Ava	rilable		
Split Number	· 0		Courtesy Sp	lit Not Ava	ilable		•
Parent Parcel	No Da	ta to Display	anna a tha an				
ale History							,
Sale Date			1				
	Sale Price	Instrument	Grantor	Grantee	Liber/Page	Comments	
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operty Owner: Vi ummary Information							
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Certificate Holder Informa	ition	······	·	
Address	VILLAGE LEASING COMPANY, INC 20835 W THIRTEEN MILE ROAD BEVERLY HILLS, MI 48025			
Phone	No Data to Display	Fax	No Data to Display	Blda
Mobile	No Data to Display	Other Phone	No Data to Display	
· · ·		· · · · · · · · · · · · · · · · · · ·		blag Owner
Occupant Information			·	
Address	D/A CENTRAL, INC 13155 CLOVERDALE OAK PARK, MI 48237	~		
Phone	No Data to Display	Fax	No Data to Display	Crunat
Mobile	No Data to Display	Other Phone	No Data to Display	
Responsible Party Informa	ation			· · · ·
Address	VILLAGE LEASING COMPANY, INC 20835 W THIRTEEN MILE ROAD BEVERLY HILLS, MI 48025			
Phone	No Data to Display	Fax	No Data to Display	· .
Mobile	No Data to Display	Other Phone	No Data to Display	

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This profile was last updated:	10/04/2017		
Status:	Active		
User ID: .	P0441345		
Name of Firm:	D/A Central, Inc.		
Trade Name ("Doing Business As"):			
DUNS Number:	095872982		
Parent DUNS Number:	095872982		
Address, line 1:	13155 Cloverdale Ave		
Address, line 2:			
City:	· Oak Park		
State:	MI		
Zip:	48237-3205		
Phone Number:	248-399-0600 x115		
Fax Number:	248-399-3636		
E-mail Address:	Eric.Stanton@dacentral.com		
WWW Page:	http://www.dacentral.com		•
E-Commerce Website:			
Contact Person:	ERIC STANTON		
County Code (3 digit):	125		
Congressional District:	14		
Metropolitan Statistical Area:	2160		
CAGE Code:	3P9Z3		
Year Established:	1984		
Accepts Government Credit Card?:	[X] Yes [ ] No		
GSA Advantage Contract(s):	· · · · · ·		

(Note: Size Information is now under "NAICS Codes with Size Determinations by NAICS", below.)

# Organization, Ownership & Certifications

Legal Structure: Ownership and Self-Certifications: Veteran

#### **Current Principals**

1. P. David Shelton, President 2. Jonathan D. Shelton, Treasurer

## "Business Development Servicing Office" (for certifications)

MICHIGAN DISTRICT OFFICE (SBA office code 0515)

# 8(a) Certification:

SBA 8(a) Case Number: SBA 8(a) Entrance Date: SBA 8(a) Exit Date:

# Small Disadvantaged Business Certification:

SD8 Entrance Date: SD8 Exit Date:

# HUBZone Certification:

HUBZone Certified?: HUBZone Certification Date: [ ] Yes [X] No

SBAY2

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# 8(a) Joint Venture Certification:

8(a) JV Entrance Date: 8(a) JV Exit Date:

#### Non-Federal-Government Certifications:

CHS II	
BSME	

Products & Services

#### Capabilities Narrative:

Security Systems Integration Including: CCTV, Access Control, Alarm Systems, Perimeter Protection, Digital Video Surveillance

## Special Equipment/Materials:

(none given)

#### Business Type Percentages:

Construction (75 %) Manufacturing (2 %) Service (23 %)

## **Bonding Levels**

Construction Bonding Level (per contract)	\$1,000,000
Construction Bonding Level (aggregate)	\$1,000,000
Service Bonding Level (per contract)	\$0
Service Bonding Level (aggregate)	\$0

#### NAICS Codes with Size Determinations by NAICS:

#[Primary	Code	NAICS Code's Description	"Buy Green"? (1)	Small? (2
1 Ye	561621	Security Systems Services (except Locksmiths)		Yes
2	238210	Electrical Contractors and Other Wiring Installation Contractors		Yes
3	334220	Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing		Yes
4		Engineering Services General \$15.00m Small Business Size Standard: [Yes] Special \$38.50m Military and Aerospace Equipment and Military Weapons: [Yes] Special \$38.50m Contracts and Subcontracts for Engineering Services Awarded Under the National Energy Policy Act of 1992: [Yes] Special \$38.50m Marine Engineering and Naval Architecture: [Yes] <sup>(4)</sup>		Yes
5.	541512	Computer Systems Design Services		Yes

#### Keywords:

Security Integrator, CCTV, alarms, surveillance, access control, burglar alarm, intercom, NVR, DVR, IP Cameras

## Miscellaneous:

Quality Assurance Standards: Electronic Data Interchange capable?:	(none given) { ] Yes [ ] No
· · ·	Export Profile (Trade Mission Online)
Exporter?:	[ ] Yes [X] No [ ] Wants To Be
Export Business Activities:	(none given)
Exporting to:	(none given)
Desired Export Business Relationships:	(none given)
Description of Export Objective(s):	(none given)
•	
	Performance History (References)
(none given)	

SBA 2/2

# Vendor List

Created By	
Created On	02/27/2018 03:18 PM EST
Keyword	D/A Central, Inc.
Vendors Status	Active Vendors
Purchasing Group	MiTN Purchasing Group

1	-Organization, Names up to the light of the second s	Adoress	Main Contact	e e Emali	Phone 🗠 👘	
	D/A Central, Inc.	13155 Cloverdale, Oak Park, Mich., 48237	Eric Stanton	eric.stanton@dacentral.com	248-399-0600 ext. 115	
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Access Control Management (D/A X

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A CENTRAL Intelligent security solutions

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Service

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Access Control Management



Industry Applications

**Command Control Center** 

Access Control Management

Commercial Alarm Monitoring

ACCESS CONTROL MANAGEMENI

Access control enables an organization to track movement patterns within a system. By utilizing an access control system with card readers, turnstilles, or an electronic gale, your company is able to allow or deny access to different individuals at different times on different days. Imagine having the ability to lock all doors with the press of a button, or track an employae's movement throughout has or her day. Our access control systems provide both security and operational benefits by enabling you to put your building on lockdown with the press of a button or track an employee's attendance records, all in one system.

#### Specialities

- ID Carda, Swipe Carda, and Biometrics ( such as utilizing fingerprints for building access }
- Card Readers
- Visitor Management Software
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# Matching Supplier List

Created by: Created on: Solicitation: Michelle McKenzie 11/28/2017 04:13 PM EST Security System Upgrades - Security System Upgrades Project

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ecurity And Protective Services LLC	1674 Wismer St	Aizaz Chughtai		
Drg. Number: 635102	Ypsilanti, Michigan, 48198 United States	Alzaz Onugitai	aizaz@guardsyou.com	8444827378 ext. 2

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mart Building Services LLC	6332 Belmont Ave NE	· Joseph Napieralski	joen@sbsmi.com	616-822-6299
inacola International, 1td. rg. Number: 774359	511 Olde Towne - P.O. Box 80734 Rochester, Michigan, 48308 United States	David A Stnacola	dsinacola8@gmail.com	2483183855
•		Melissa Barrett	mebarrett@simplexgrinnell.com	248-427-5050 ext. 5157,
. •		Mark H. Rossi	unknown@nc-reply.com	248-427-5050
mplexGrinnell g. Number: 556839	24755 Halstad Road Farmington Hills, Michigan, 48335 United States	Mark Rossi	mrossi@simplexgrinnell.com	248-427-5050 ext. 5104
		Kathy Cotton	kcotton@sigmaassociates.com	313-963-9700
– Terrer and the second se Terrer and the second br>Terrer and the second	United States	Jenan Shayota	jshayota@sigmaassociates.com	313-963-9700
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		Tonya Silver	tonya.silver@siemens.com	734-456-3800
- 24	United States	Nathaniel Brown	nathaniel.brown@siemens.com	734-456-3800
iemens Industry, Inc. rg. Number: 556692	45470 Commerce Center Drive Plymouth Township, Michigan, 48170	Siemens Industry, Inc.	sales.industry@siemens.com	734-456-3800
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rg. Number: 556637	Clinton Township, Michigan, 48036 United States	Grace Pilarowski	gpllarowski@shoreviewelectric.com	586-463-8900
horeview Electric Company	37839 Groesbeck Highway	Kevin Puma	kpuma@shoreviewelectric.com	586-463-8900
		Mr. Robert Minielly	minielly@shawelectric.com	248-228-2000
	United States	Bryan Hatfield	bhatfield@shawsi.com	2482282034
haw Electric Company rg. Number: 556778	22100 Telegraph Rd. Southfield, Michigan, 48033	Kevin Bielski	kbielski@shawelectric.com	248-228-2000 ext. 2002
		Robert Pickeris	bpickens@securustechnologies.com	972-277-0312
	United States	Geoff Boyd	salesdirector@securustechnologies.com	972-277-0300
ecurus Technologies, Inc. Irg. Number: 559539	14651 Dallas Pkwy, 600 Dallas: Texas, 75254	Sara Sullivan	salesdirector@securustechnologies.com	972-277-0659
rg, Number, 556292	Livonia, Michigan, 48154 United States	Robert Lipinski	secdes@flash.net	734-421-0077
ecurity Designs Inc.	14700 FarmingtonSuite #110 Livonia, Michigan, 48154	Robert Lipinski	secdes@flash.net	734-421-0077
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vrg. Number: 556448	Jeff Brandt 22325 Roethel Drive Novi, Michigan, 48375 United States	Jeff Brandt	]eff.brandt@securitycorp.com	248-374-5792
ecurity Corporation	Jeff Brandt 22325 Roethel Drive	Jeff Kelly	jeff.kelly@securitycorp.com	248-374-5786

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Org. Number: 563803	Belmont, Michigan, 49306	Joseph Napieralski	Joen@sbsmi.com	616-822-6299
Smart Offices Org. Number: 565517	4650 Moore St Okemos, Michigan, 48864	Rob Nichols	c_rob1@msn.com	517-648-7180
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· .	office dates	Jon Somes	jsomes@telecomtech.com	586-268-7000
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he Safety Company, LLC dba MTech	7401 First Place Cleveland, Ohio, 44146	Justin Cira	jclra@mtechcompany.com	440-646-0996
Company Org. Number: 561535	United States	Justin Cira	no-reply@unknown.com	440-646-0996

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Thumb Communication Services	Post Office Box 679	Marc Marshail	mmarshall@thumbcommunication.com	810-664-6646
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MH Security Service Inc.	91 Manchester	Ryan Jerome	ومراجعته المرجع المرجع المرجع المرجع المرجع المرجع والمرجع المرجع المرجع المحتج المحتج المرجع المرجع المرجع المرجع	810-664-6646
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· · · · · · · · · · · · · · · · · · ·		John Lizzadro	JLizzadro@trafficcontrolcorp.com	630-240-9686
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0rg. Number: 586879	Detroit, Michigan, 48201 United States	Derrick Stallings	dstallings@tssystemsinc.com	313-444-9404
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0rg. Number: 567354	Schaumburg, Illinois, 60173 United States	Ed Michel	ed.michel@unicomgov.com	630-461-2962
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rg. Number: 560594	Sparta, Michigan, 49345 United States	David Stallworth	Dstallworth@unitysecurity.com	616-887-7767
IS Metro Group, Inc	605 S. Wilton Place	Bonnie Manning	bonnie, m@usmetrogroup.com	213-382-6435 ext. 11

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Organization	Addressin	Contact Provide Line 1		Phone -
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	United States	Evelyn Kim	evelyn.k@usmetrogroup.com	213-382-6435
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org. Number, 303003	United States	Jeff Johnson	jjohnson@utility.com	404-816-0300
Vanguard Fire & Security Systems Inc. Org. Number: 563015	28287 Beck Road Wixom, Michigan, 48393	Jeffrey Wickman	jwickman@vanguard-fire.com	734-788-2030
g. Number: 563015	United States	Jeffrey Wickman	jwickman@vanguard-fire.com	734-788-2030
Videotape Products, Inc. Org. Number: 561822	41210 Bridge Street Novi, Michigan, 48375	Jon Stilson	jons@vtpcorp.com	313-819-9485
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11] 21 55 1927 ISS 1927 ISS 1939 2 4 56 1947 - 1949 - 1977 - 1949 - 1977 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 1946 - 19		John Palazzola	johnp@vtpcorp.com	818-566-9898
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	United States	Ronald Ross	rross@vigilantesecurity.com	248-559-7100
ON Corporation rg. Number: 558197	196 Van Buren Street, 3rd Floor Herndon, Virginia, 20170	Armeile Tallec	atallec@vion.com	571-353-6016
	United States	Jeff Henry	jeff.henry@vion.com	571-353-6000
VSC, Inc. Org. Number: 562676	46725 Magelland Drive Novi, Michigan, 48377	Frank Kemmer	fkemmer@vsci.com	248-926-2540
	United States	Frank Kemmer	ikemmer@vscl.com	248-926-2540
and a second br>Second second		Lorraine Kemmer	lkemmer@shopvsc.com	248-926-2540
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	United States	Chris Beresford	chris@beresfordco.com	248-350-2900
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Watchful Eye Inc Org. Number: 567724	346 Summit Blvd Lake Onon, Michigan, 48362	Len Krajenke	len@watchfuleyesecurity.net	248-834-9467
org, Humber, dorrier	United States	Len Krajenke	len@watchfuleyesecurity.net	248-834-9467
Weber Security Group, Inc. Org. Number: 557956	<ul> <li>95 South Rose Street Suite A Mount Clemens, Michigan, 48043-2187</li> </ul>	Mark Oldenburg	wsinfo@webersecurity.com	586-582-0000 ext, 537
·	United States	Mark Oldenburg	mark.oldenburg@webersecurity.com	586-582-0000
. • • • • • • • • • • • • • • • • • • •		William D. Weber, Jr.	william.weber@webersecurity.com	586-582-0000
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West Shore Services, Inc.	6620 Lake Michigan Drive, P.O. Box 188	Jeff DuPilka	sdecker@westshoreservices.com	616-895-4347 ext. 112

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	United States	Matt McKernan	mmckeman@wilteCinc.com	313-580-1809
		Wiltec Leads	leads2@wiltecinc.com	734-677-1401
WinCan LLC Org. Number: 563256	300 Cedar Ridge Drive Pittsburgh, Pennsylvania, 15205	Timothy Mallon	t.mallon@wincan.com	412-335-8271
Org. Number: 563256	United States	Timothy Mallon	tmallon@pipelineanalytics.com	412-335-8271
WWTS, L.L.C World Wide Technic Org. Number: 557965	cal Services 3686 Merriweather Lh /Rochester Hills, Michigan, 48306	LaVerne Farmer	wwtsl.l.c@att.net	248-670-1321
	United States	Darryl Farmer	dfarmer@wwtsllc.net	

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# **Financial Services – Purchasing Division**

# NOTICE

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

# Security System Upgrades Project

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

Firm Name:	·····
Project Name:	
Firm's Contact Person:	
Telephone Number:	
Fax Number:	
E-Mail Address:	
Postal Address:	

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

> City of Pontiac 47450 Woodward Ave Pontiac, MI 48342

# NOTICE TO BIDDERS

The City of Pontiac will open sealed bids on Tuesday, December 12, 2017 at 2:00 p.m. prevailing local time in the City Hall Lion's Den conference room at 47450 Woodward Ave for:

# Security System Upgrades Project

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PONTIAC, CITY CLERK, 47450 Woodward Ave., Pontiac, MI 48342 by 2:00 PM; Tuesday, December 12, 2017. Envelopes should include the name and mailing address of the vendor on the outside and be plainly marked:

# "Security System Upgrades Project"

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

A *MANDATORY* pre-bid meeting will be held at Pontiac City Hall, 47450 Woodward Ave., Pontiac, MI, 48342, on *Monday*, December 04, 2017 at 10:00 AM. There will be a walk-through of City Hall and the Oakland County Sheriff's Department building, located next to Pontiac City Hall, at 110 E Pike Street, Pontiac, MI 48342. The proposal and contract requirements will be discussed at

said meeting and it is mandatory that all bidders attend. All contractors will need

# to provide ID and prove they represent their company.

Please refer to the website for any addenda that may be issued. Bidders who submit bids before the deadline are advised to continue to monitor the website for any addenda that may be issued.

# Purchasing: http://www.pontiac.ml.us/departments/finance/purchasing.php

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

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

If you have technical questions regarding the RFP they should be directed, via e-mail, to the following contact John Balint, Interim DPS Director, <u>ibalint@pontiac.mi.us</u> by 4:00 PM EST on Thursday, December 7, 2017:

Responses to all questions received will be returned to all vendors. Vendor names, where mentioned, will be left out.

SECURITY SYSTEM UPGRADE PROJECT

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SECURITY SYSTEM UPGRADE PROJECT

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# 1. INSTRUCTIONS TO BIDDERS

# 1.1 Bids to be Received

Sealed bids for the <u>Security System Upgrades Project</u> will be received at the Office of the City Clerk of the City of Pontiac, Michigan <u>until 2:00 PM, Tuesday, December 12, 2017</u> and immediately thereafter will be publicly opened and read.

Each bid must be submitted in a sealed envelope and addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a bid must be plainly marked on the outside as "Security System Upgrades Project", and the envelope should bear on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City Clerk, City of Pontiac at 47450 Woodward Avenue Pontiac, MI 48342. Facsimile or electronic bids shall not be accepted.

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

# 1.2 Examination of Bid Documents

Before submitting a proposal, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the bid form.

# 1.3 Withdrawal of Bids

Any bidder may withdraw his proposal, in writing, at any time prior to the scheduled closing time for receipt of proposals. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be a reason why a contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the City of Pontiac, herein after also referred to as the City, and the bidder.

# 1.4 Bid Form

Bid must be submitted on proposal form and all pages of this bid must be returned with your bid response, and shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder. Additional information can be added as an addendum. Bids must be typed or submitted in ink. Erasures or other changes must be initialed by the person signing the bid. Obligations assumed by such signatures are considered binding. The City of

Pontiac is exempt from Federal excise taxes and State sales taxes and such taxes will not be included in the bid price. All bid prices shall be on an F.O.B. Destination, with all transportation charges of any nature to be paid by the bidder. <u>F.O.B. delivered means delivered to the receiving point: City of Pontiac, 47450 Woodward Ave.</u>, Pontiac, MI 48342.

# 1.5 Basis of Award

The evaluation and award of this bid shall be based on a combination of factors including but not limited to the following: Experience and qualifications, price, completeness of proposal, i.e., the degree to which it responds to all requirements and request for information contained herein, companies financial resources to carry out the needed services, the companies demonstrated capabilities and qualifications including the number of employees within the organization to handle a project of this size in a timely manner, compliance with the City's specification and any other factors considered to be in the City's best interest. The successful respondent will demonstrate at least seven (7) years of experience with the major manufacturer components specified in this document. The respondent will need to provide a copy of a valid state license for Security Alarms.

# 1.6 Bid Bond

No bid bond required.

# 1.7 <u>Pre-Bid Meeting</u>

<u>A MANDATORY pre-bid meeting</u> will be held at Pontiac City Hall, 47450 Woodward Ave., Pontiac, MI, 48342, on <u>Monday, December 04, 2017 at 10:00 AM</u>. There will be a walk-through of City Hall and the Oakland County Sheriff's Department building, located next to Pontiac City Hall, at 110 E Pike Street, Pontiac, MI 48342. The proposal and contract requirements will be discussed at said meeting and it is *mandatory* that all bidders attend.

All contractors will need to provide ID and prove they represent their company.

# 2. TERMS AND CONDITIONS

# 2.1 Laws and Municipal Ordinances, Permits

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

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

# 2.2 <u>Non-Discrimination</u>

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

# 2.3 Indemnification

To the fullest extent permitted by laws and regulations, the Bidder shall indemnify and hold harmless the City and its officers, directors, employees, agents, and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or resulting from the performance of the work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss, or damage: (i) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from; or, (ii) is caused in whole or in part by any act or omission of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by laws and regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors, or employees of the City by any employee (or the survivor or personal representative of such employee) of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Bidder or any such subcontractor, supplier or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts. Insurance coverage required of the Bidder constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Bidder under the terms of the contract. The Bidder shall procure and maintain at Bidder's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for Bidder's proper protection in the prosecution of the work.

# 2.4 Jurisdictional Authority

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

# 2.5 <u>Severability</u>

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

# 2.6 Income Taxes

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

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

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

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

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

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

# 2.7 <u>Compensation and Payment</u>

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

a. Price on invoice must correspond to the pricing listed on purchase order and/or contract.

b. Contractor must submit price lists in accordance with bid requirements.

- c. All invoices will be original.
- d. Invoices will be signed by the individual responsible for authorizing contract payments for the City of Pontiac.
- e. Payment will be made after each order is received, inspected, and found to comply with procurement specifications, free of damage, properly invoiced, and including all installation, training and evaluation of proper functioning.

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

Payment Terms – Net 30

# 2.8 General Conditions

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

In the quotation, a distinction between dollars and cents must be made. Also, illegible bids may be grounds for rejection of your bid. White out may be grounds for rejection. All changes made to the bid form altering price, terms, quotes, and/or conditions **MUST** be crossed out and initialed. Failure to initial any changes may be grounds for rejection of your bid.

All funds must be quoted in US dollars

# 2.9 <u>Quotations/Proposals</u>

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

# 2.10 Minor Devlations

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

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

# 2.11 Bonds and Insurance

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

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

<u>Workers' Compensation Insurance</u> The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee. Exclusions for Workers' Compensation Insurance is not accepted.

**Commercial General Liability Insurance:** The Contractor shall procure and maintain said insurance during the life of this contract, for: Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ <u>1,000,000</u> 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.

Additional Insured: Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be Additional Insureds: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Pontiac as additional insured, coverage afforded is considered to be primary and any other insurance the City of Pontiac may have in effect shall be considered secondary and/or excess.

**Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: <u>Risk Manager, City of Pontiac, 47450 Woodward Avenue, Pontiac, MI</u> <u>48342.</u>

<u>Proof of Insurance Coverage</u>: The Contractor shall provide the City of Pontiac, at the time the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

# 2.12 Performance Bond

No performance bond shall be required.

## 2.13 Payment Bond

No payment bond shall be required.

# 2.14 Maintenance and Guarantee Bond

A maintenance and guarantee bond is not required.

## 2.15 <u>Subcontracting</u>

The City of Pontiac will allow subcontracting for any part of the goods and/or services proposed in this RFP. The Contractor will need to note all subcontractors in their proposal and state their name and role in the project. The subcontractors shall have proper credentials, certifications and licenses required by law.

# 3. DESCRIPTION OF WORK

# 3.1. <u>GENERAL</u>

The City of Pontiac is requesting a bid proposal for the purpose of issuing a Contract for <u>Security</u> <u>System Upgrades</u>. Bidder will need to complete the following scope of services.

# 3.2 SCOPE OF WORK

The City of Pontiac is seeking to upgrade the security systems including the existing video surveillance system and card access control system; the City is also seeking a new intrusion detection system at the City of Pontiac City Hall, 47450 Woodward Avenue Pontiac Michigan 48342. These systems shall be capable of seamless integration with the Lenel OnGuard Access control system.

Included in this request is the replacement of the existing video surveillance at the Oakland County Sheriff's Department building, located next to Pontiac City Hall, at 110 E Pike Street, Pontiac, MI 48342.

Training is to be provided for all systems listed in this request and as a fully integrated system. Required training times are to be as 3 sessions, each session to be in 4 hours. Training is to be listed on the Proposal Form (page 26) of this document.

The vendor shall provide a full 1 year warranty and service agreement on all parts and labor that are supplied in this Bid.

# 3.3 NON-ASSIGNMENT OR TRANSFER

The service provided for under the contract shall allow for subcontracting.

# 3.4 <u>CITY RULES</u>

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

# 3.5 TERM OF CONTRACT

The term, of the Contract, is the equipment and materials for City Hall are to be invoiced on or before January 12, 2018. The remaining equipment and materials for Sheriff's Department, both charges for installation and training fees are to be invoiced after the completion of work. At the end of the term of the agreement, the City may want to continue a support contract with the provider once the equipment has been installed. City has right to break agreement with 30 days' written notice.

# 3.6 PROGRESS PAYMENTS/RETAINAGE

This contract is not subject to progress payments or retainage.

# THIS ENDS THE ABOVE SECTION

# FOLLOWING PAGES ARE BID PROPOSAL FORMS AND SAMPLE CONTRACT

# FORM OF PROPOSAL

2017

To: City of Pontiac, Michigan

To All Here Present:

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

NOTE: This proposal is solicited on a unit price or lump sum for all items.

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

# SPECIFICATIONS FOR THE SECURITY SYSTEM UPGRADE

PONTIAC CITY HALL REPLACEMENT VIDEO SURVEILLANCE SYSTEM SPECIFICATIONS AND REQUIREMENTS

## CURRENT VIDEO CONFIGURATION - City of Pontiac City Hall

Video System:

1) DVR

2) Total of 25 fixed analog cameras

3) Various Monitors

#### Basic Scope:

The existing analog cameras will be taken off the existing DVR and re-connected to multiple 4 port video encoders that will convert the analog signal to IP, so it can be recorded on a new network video recorder (NVR). All encoders will connect to a new 24 port PoE security Web Smart Network Switch, supplied by the awarded vendor. A Video Client Workstation will also be installed at City Hall to view the City Hall cameras. There will be a monitor, keyboard and mouse at the client workstation. All camera licenses (Enterprise Level) are to be included as needed to provide a turnkey video solution.

An additional environmental 3MP IP Camera will be mounted on the east side of the building to view the main entrance of the building walkway back towards the drive and parking Lot.

- A. All new cable, patch cables, licensing and miscellaneous hardware must be included to provide the above scope.
- B. Initial product training to be included with the purchase of the system.

Products herein are based on the City of Pontiac standard and must be compatible for seamless integration with Lenel Security Systems and Software.

## PART 1 GENERAL

1:1. SUMMARY

A. This Section specifies the minimum requirements for the City of Pontiac Security Systems Upgrade Project. This Security Video Surveillance System shall include but is not limited to the following:

- 1. Network Video Management Software (NVMS)
- 2. Network Video Recording Hardware (NVR)
- 3. Network Switch
- 4. IP Video Cameras
- 5. Network Video Encoders
- B. Related Requirements:

1.

- All related sections must be:
  - a. Able to function autonomously during a failure of one of the related sections
  - b. Able to communicate bi-directionally
  - c. Must be provided as a "turnkey" solution
- 2. The following sections related to this section:
  - a. Access Control System
  - b. Intrusion Detection System
- 1.2. ADMINISTRATIVE REQUIREMENTS
  - A. Coordination
    - 1. Coordinate with owner regarding camera network configuration and estimated bandwidth utilization prior to connection of cameras to owner's network.

### 1.3. SUBMITTALS

Submittals described in this section shall be submitted by the Contractor with the original bid.

- A. Product Data
  - 1. Submit manufacturer technical specifications, typical installation drawings, system overview drawings and sample images of items included in this section.

#### Proposal Delta

- 1. It is the duty of the contractor to provide a working system. Any omissions or errors or differences between this document and the contractor's submitted proposal shall be clearly outlined in a separate document labeled "[\*COMPANY NAME] Proposal Deltas".
- C. Qualification Statements
  - 1. Contractor
    - a. Submit confirmation that contractor is licensed to install video surveillance and security equipment as required by the authority having jurisdiction.

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- b. Submit references with contact information where contractor has installed items in this section.
- c. Submit confirmation that installer has received manufacturer training and is certified by the manufacturer on this equipment and that the training the installer received is current.

## 1.4. QUALITY ASSURANCE

# A. Qualifications

- 1. Installers
  - All camera installation, configuration, setup, program and related work shall be performed by authorized integrators/electronic technicians certified by the manufacturer.
  - b. Certification for authorized integrators/electronic technicians shall include at a minimum the installation and service of the equipment provided.

#### 1.5. WARRANTY

- A. Contractor shall provide any software maintenance patches and version updates or upgrades at noadditional cost to Owner for a period of at least one (1) year.
- B. Contractor will provide complete 1-year parts and labor warranty for the products provided in this project.

## PART 2 PRODUCTS

## 2.1. NETWORK VIDEO MANAGEMENT SERVER(S)

- A. Acceptable Manufacturer(s):
  - 1. Design based on Avigilon<sup>™</sup> server Hardware and Storage Expansions
  - 2. Other Manufacturers accepted
    - a. Dell
    - b. HP
    - c. Other equivalents considered
- B. The Video Management System shall allow the use of off-the-shelf computers, servers, storage and switches from any manufacturer with components that meet the minimum requirements.
  - 1. Contractor shall supply all 19" rack support rails, mounting kits, and cable management modules to install Video Management server.
  - The Performance requirements for the VMS Server are as follows:
     a. Form Factor: 1- 2U Rack Mounted
    - b. Processor: Intel Xeon Processor (current generation)
    - c. System RAM: 8 GB

3. Internal Storage Hard Drive(s): Hot swappable, RAID configuration

- a. Storage shall be 12TB, RAID 5.
- b. At least two Network Interface(s): minimum 1GbE per port
- c. Operating System shall be certified to work by the Video Management Software's manufacturer.

- This Network Video Management Server will be utilized for both the City Hall and the Oakland County Sheriff's Department Video Surveillance System mentioned later in this document.
- 2.2. NETWORK VIDEO MANAGEMENT WORKSTATION(S)
  - A. Acceptable Manufacturer:
    - 1. Design based on Avigilon™ server Hardware with Internal Storage
    - 2. Provide all marketing sheets and specification documentation on products proposed within the proposal response
    - 3. Other manufacturers may be considered and accepted
      - a. Dell
      - b. HP
      - c. Equivalents considered
  - B. The Video Management Workstation shall allow the use of off-the-shelf computer components that meet the minimum performance requirements.
  - C. The Performance requirements for the VMS workstation are as follows:
    - 1. Processor: 6th Gen Intel Core i5-6600 or newer
    - 2. System RAM: 8 GB RAM
    - 3. Network Interface: 2 Gigabit Ethernet ports
    - 4. Operating System shall be certified to work by the Video Management Software's manufacturer and be the following: Microsoft Windows Embedded Standard 7

#### 2.3 Monitors

A.All Monitors shall be a minimum 32" 1080p with proper inputs for the workstations output.

1. Must be commercial grade and operate 24/7.

### 2.4 NETWORK VIDEO MANAGEMENT SOFTWARE (NVMS)

- A. Acceptable Manufacturer:
  - 1 Design based on Avigilon<sup>™</sup> Control Center 6 (current version)
  - 2 Other Manufacturers accepted
    - a. Lenel
- B. Contractor shall provide all applicable Network Video Management Software (NVMS) modules and licenses (Enterprise Level) required to provide a complete and fully functional integration.
- C. The NVMS shall be installed on hardware which meet or exceed the manufacturer's recommended requirements:

- D. The design and performance requirements for the NVMS software are as follows:
  - 1. The NVMS shall be available as a stand-alone software offering or pre-loaded on turn-key workstations and servers running Microsoft Windows with configurable storage.
  - 2. The NVMS shall be available in a staged licensed software solution at the Enterprise Level.
  - The NVMS shall be an enterprise level software solution that shall be scalable from one client, server and camera up to:
    - a. 100 servers per Site.
    - b. 300 cameras per server or 10,000 cameras per Site
  - 4. The NVMS shall consist of server software applications and client software applications.
  - The NVMS shall include a gateway software application that connects mobile devices and other thin clients to the NVMS.
  - 6. The Network Video Management Software (NVMS) shall support integration with iOS and Android mobile devices with the ACC Mobile app installed.
  - 7. The ACC Mobile app shall provide the following functionality:
    - a. Receiving push notifications for alarms:
      - i) The Mobile device shall have the ability to receive alarm notifications on supported IOS and Android devices.
      - ii) The Mobile device shall have the ability for personnel to receive instant alarm notifications.
  - 8. The NVMS shall support High Definition Stream Management (HDSM)<sup>ne</sup> architecture which includes:
    - a. Support for industry standard compression formats including but not limited to:
      - i) JPEG2000
      - ii) MJPEG
      - iii) MPEG-4
      - iv) H.264
    - b. High Definition Stream Management (HDSM) shall be supported for local users, remote users and mobile devices.
  - 9. The Network Video Management Software (NVMS) shall support recording and management of video and audio sources including but not limited to:
    - a. Avigiion™ IP Cameras and Encoders
    - b. Arecont Cameras
    - c. Axis Cameras/Encoders
    - d. Bosch Cameras/Encoders
  - 10. The NVMS shall support receiving digital input triggers and triggering digital outputs through an I/O board.

- 11. The NVMS will provide the mechanism by which individual alarm(s) from a 3rd party system (access control, etc.) can be pre-selected and configured to be monitored, and in turn trigger event driven video operations.
- 12. The NVMS shall support integration with the following systems:
  - a. Lenel OnGuard
- 13. The NVMS shall run as a service configured to automatically start when the server or workstation is powered on, and automatically recover from failure or attempted tampering.
- 14. The NVMS shall support receiving Simple Network Management Protocol (SNMP) messages from servers and alert users.
- 15. The NVMS shall detect if the video or audio signal is lost and alert the system administrator.
- 16. The NVMS shall perform motion detection on each individual video source with adjustable sensitivity, threshold and detection zones.
- 17. The NVMS shall provide the ability to create and schedule alarms and corresponding actions including:
  - a. Provide the ability to email users and system administrators when an event or system health error occurs.
  - b. Provide the ability to schedule when email notifications are sent.
  - c. Provide the ability to include camera images in email notifications.
- 18. The NVMS shall provide the ability to create customized on-screen messages and email notifications.
- 19. The NVMS shall provide a maintenance log and audit trail of all system errors and events.
- 20. The NVMS shall provide the ability to enable and configure PTZ control on the RS-485 interface of a video source.
- 21. The NVMS shall support the use of uni-directional and bi-directional audio.
  - a. The NVMS shall provide the ability to synchronize audio and video on playback regardless of video, audio, network, or storage parameters
- 22. The NVMS shall support live or recorded video monitoring in a customizable video display beyond the standard layouts.
- 23. The NVMS shall offer a Matrix Application Module to provide remote control of multiple monitor displays, including video walls, that can be controlled by an unlimited number of users with appropriate rights and permissions.
  - a. A monitor display connected to the Matrix Application Module shall be able to simultaneously display video streams from multiple sites.
- 24. The NVMS client software shall:
  - a. Not limit the number of monitors used for monitoring video and audio streams connected to a single workstation.
  - b. Support monitoring live and recorded video and audio streams simultaneously on the same monitor.
  - c. Support viewing the same live or recorded video stream at different zoom levels and areas of interest.
  - d. Support the ability to save views.

- e. Support the ability to cycle through views (guard tour) based on a specified interval.
- 25. Alarm and Digital Output Management:
  - a. The NVMS shall support monitoring alarms.
  - b. The NVMS shall support the ability to designate one or more regions/tiles in a window for displaying video directly linked to triggered alarms and rules.
  - c. The NVMS shall support the ability to acknowledge alarms from the designated video display area.
  - d. The NVMS shall support the ability to manually trigger digital output:
    - i) Through the use of a pre-configured software "button".
    - Through the use of a hard-wired dry alarm contact connected to a supported input/output device.
  - e. The NVMS shall support the ability to assign alarms to users.
  - f. The NVMS shall support the ability to acknowledge alarms.
  - g. The NVMS shall support the ability to bookmark alarms.
- 26. The NVMS shall support creating bookmarks for recorded video and audio. Bookmarks can be:
  - a. Viewed from multiple sources
  - b. Displayed on the timeline during playback
  - c. The NVMS shall support protecting a bookmark so the video and audio data is never overwritten.
  - d. The NVMS shall support private bookmarks that are only visible to the user who designated a bookmark as private, and the system administrator.
- 27. The NVMS shall support the ability to create a map that represents the physical location of cameras and other devices throughout the surveillance system.
  - Maps shall support the ability to drag and drop a video source from the map into a window for live or recorded video and audio monitoring.
  - b. Cameras in a map are highlighted when an alarm linked to the camera is triggered.
- The NVMS shall support physical and digital zooming and panning on live and recorded video streams.
  - a. The NVMS shall support controlling mechanical pan-tilt-zoom, iris, and focus as well as setting presets and patterns.
  - b. The NVMS shall provide the ability to name pan-tilt-zoom presets.
  - c. The NVMS shall support the ability to center a PTZ camera's field of view by clicking anywhere on the video image where the PTZ supports this function.
  - d. The NVMS shall support the ability to click and drag to define an area for the PTZ camera to optically zoom and center on, where the PTZ supports this function.
  - The NVMS shall support controlling mechanical pan-tilt-zoom camera on-screen display and auxiliary controls.

- f. The NVMS shall support control of a mechanical pan-tilt-zoom camera with a USB joystick.
- The NVMS shall support the ability to create PTZ guard tours by combining a set number of presets that are run in sequence or random.
- 30. The NVMS shall support playback of recorded video and audio.
  - a. Forward and reverse playback of recorded video and audio at variable speeds.
- 31. The NVMS shall support searching through recorded video and audio based on various search criteria. Including but not limited to the following parameters:
  - a. Time & Date
  - b. Video source
  - c. Alarm(s) and/or Event(s).
  - d. Motion in user defined areas (pixel search).
  - e. License Plate detection events.
  - f. Bookmarks
- 32. The NVMS shall support performing a search through a series of thumbnail images.
  - a. Thumbnails can be based on the entire image region or a pre-selected area.
  - b. Thumbnails can be stacked to support an automatic secondary search when looking at a large timespan of video.
- 33. The NVMS shall support the ability to take a snapshot of a live or recorded image and export it from the system.
  - a. Enterprise Level Camera Licensing will be provided for all cameras as needed.

### 2.5 3MP Video Camera

- A. Manufacturers
  - 1. Avigilon Outdoor Fixed Dome Network Camera
    - Avigilon H4 Outdoor Day/Night IP Dome Camera with Self Learning Analytics model Avigilon
       3.0C-H4A-DP1 Or pre-approved equivalent
- B. ACCESSORIES
  - 1. The camera shall be supplied with the following accessories as identified:
    - a. Model "H4A-MT-WALL1" Indoor/Outdoor Pendant Mounting Bracket
- C. Additional Manufacturers Accepted-must be approved equal:
  - 1. Axis
  - 2. Bosch
  - 3. Pre-approved equivalent
- D. New cameras added into the system as part of this project will require plenum rated Cat6 cable needed to provide full camera functionality. This cable is to be supported following proper cable management standards, and not open to the public or laid on drop ceilings.

#### Alternate - Mobile Remote Camera Kit

Please provide in your response equipment and cost of a complete mobile remote camera system with mobile data package for access to the camera from a remote location.

Minimum Specifications:

- A. 3G/4G/LTE Omni-Directional Vandal Resistant Antenna
- B. Airlink Ruggedized Gateway Modem, 4G LTE
- C. 1 year of Mobile Data 4G LTE Plan (minimum 5 Gig per month streaming)
- D. Minimum 3MP IP Outdoor Camera with LightCatcher technology, WDR, Integrated IR, 256GB SSD, selflearning analytics
- E. Camera Licensing
- F. Environmental Enclosure
- G. Batteries

All components needed for remote monitoring and recording of a working system need to be included.

## PONTIAC CITY HALL REPLACEMENT ACCESS CONTROL SYSTEM SPECIFICATIONS AND REQUIREMENTS

## Access Control Scope:

The existing access control system shall be converted to be a Lenel OnGuard Access Control System, capable of seamless integration with other sections of the bid request including but not limited to; intrusion detection, fire protection and video surveillance. The new system will be configured for the current number of existing access control doors (Main Front Entrance), along with new access control doors at the following locations: Lower level entrance, Mayors Office, IT Department, Clerks Office, DPW Office, Treasury Office, Building and Safety Office, HR Office, Finance Office and Council Office. This system also must be expandable for future growth.

The City of Pontiac will provide a server for the new Lenel Software, along with connectivity to the network. The new Lenel access control system shall be scalable and allow for a virtually unlimited number of card access doors and cardholders in the system.

- A. All new cable, patch cables and miscellaneous hardware must be included to provide the above scope.
- B. Initial product training to be included with the purchase of the system.
- C. All access control openings to have door contact on each door and request to exit motion sensors.

#### New Products:

#### Acceptable Access Control System Manufacturers:

Lenel

#### Acceptable Access Control Equipment:

Lenel LNL-2220 Lenel LNL-1320 Lenel OnGuard Software Lenel Power Supply and Enclosure HID IClass Proximity Readers

All cable, enclosures, modules, and Lenel integration software, including labor and programming, must be included with this project.

All new cable is to be plenum rated and supported following proper cable management standards, and not open to the public or laid on drop ceilings.

Products herein are based on the City of Pontiac standard and must be compatible for seamless integrations with Lenel Security Systems.

## PONTIAC CITY HALL NEW INTRUSION DETECTION SYSTEM SPECIFICATIONS AND REQUIREMENTS

#### Intrusion Detection System Scope:

The City of Pontiac seeks qualified vendors to install a new intrusion detection system at the Pontiac City Hall that will provide perimeter coverage of all perimeter doors with magnetic door contacts. It is also required that motion sensor be placed in common hallways on the first and ground level floors for additional coverage. Also required for the new intrusion system are two (2) duress buttons at the Treasury, Treasury entrance doors are also to be contacted and a separate command keypad to control this area (separate area) on the intrusion system.

All field devices will connect to a commercial rated intrusion control panel, capable of up to 75 individually identified points that can be split into 8 areas. The intrusion control panel must be compatible for seamless integrations with Lenel Security Systems and Software.

A. All new cable, patch cables and miscellaneous hardware must be included to provide the above scope.

B. Initial product training to be included with the purchase of the system.

Products herein are based on the City of Pontiac standard and must be compatible for seamless integrations with Lenel Security Systems and Software.

# Section 3 Products

Acceptable Intrusion System Manufacturers: Bosch

Acceptable Intrusion Detection Panel Equipment:

Bosch D7412GV4 Bosch D1255 VFD Keypad

Other manufacturers accepted: Lenel

All cable, enclosures, input modules cable, and Lenel integration software, including labor and programming, must be included with this project.

All field devices will be on individual zones in the system.

All new cable is to be plenum rated and supported following proper cable management standards, and not open to the public or laid on drop ceilings.

Products herein are based on the City of Pontiac standard and must be compatible for seamless integrations with Lenel Security Systems.

### END OF SECTION

# **Oakland County Sheriff's Department**

CURRENT CONFIGURATION-Oakland County Sheriff's Department - 110 E. Pike Street Pontiac, MI 48342 Existing Video System:

> A.(2) Pelco DVR's B.(2) Pelco Multiplexers C. (18) Interior Analog Cameras D.(4) Pelco Spectra Outdoor PTZ Cameras E.(2) Monitors F. Pelco Keyboard

# OAKLAND COUNTY SHERIFF'S DEPARTMENT REPLACEMENT VIDEO SURVEILLANCE SYSTEM SPECIFICATIONS AND REQUIREMENTS

## Oakland County Sheriff's Department Video Surveillance System Replacement Scope:

The existing Pelco video system will be replaced with a new Avigilon VMS platform with new Avigilon IP Megapixel cameras and Avigilon Server/NVR. All existing cameras will be replaced with new IP Cameras at the follow locations: (7) Vandal resistant dome cameras (4-lock-up, 1-lock-up hallway, 1- elevator, 1-lower level elevator by Sally Port). (3) indoor dome cameras (front desk, lobby desk, front hall. (1) 3MP Bullet Camera inside the garage, (1) 2MP Bullet camera mounted outside to view employee entrance and sally port door, (4) 4K Outdoor cameras viewing the perimeter area of the building (placement to be determined).

The existing DVR's, matrix and multiplexers will be replaced by a new Avigilon HD Network Video Recorder Server with Avigilon Control Center Enterprise Software. The new video head end will reside in an existing rack on the third floor of this building. A Video Client Workstation will also be installed at the Oakland County Sheriff's Department front dispatch desk with 2 viewing monitors.

- A. All new cable, patch cables and miscellaneous hardware must be included to provide the above scope.
- B. Initial product training is to be included with the purchase of the system.

New Products:

Acceptable Network Video Management Software (NVMS), Network Video Recording Hardware (NVR), Camera and Encoder Manufacturers:

Avigilon

Surveillance Equipment: Servers, Workstations and Software

## GENERAL

#### 1.1 SUMMARY

- A. This Section specifies the minimum requirements for the City of Pontiac Security Systems Upgrade Project. This Security Video Surveillance System shall include but is not limited to the following:
  - 1. Network Video Management Software (NVMS)
  - 2. Network Video Recording Hardware (NVR)
  - 3. Network Switch
  - 4. IP Video Cameras
- B Related Requirements:
  - 1. All related sections must be:
    - a. Able to function autonomously during a failure of one of the related sections
    - b. Able to communicate bi-directionally
    - c. Must be provided as a "turnkey" solution

### 1.2 ADMINISTRATIVE REQUIREMENTS

- A Coordination
  - 1. Coordinate with owner regarding camera network configuration and estimated bandwidth utilization prior to connection of cameras to owner's network.

#### 1.3 SUBMITTALS

Submittals described in this section shall be submitted by the Contractor with the original bid.

- A. Product Data
  - 1. Submit manufacturer technical specifications, typical installation drawings, system overview drawings and sample images of items included in this section.

#### B. Proposal Delta

 It is the duty of the contractor to provide a working system. Any omissions or errors or differences between this document and the contractor's submitted proposal shall be clearly outlined in a separate document labeled "[\*COMPANY NAME] Proposal Deltas".

#### B. Contractor

- 1. Submit confirmation that contractor is licensed to install video surveillance and security equipment.
- 2. Submit history of contractor certification(s) for items in this section.
- Submit references with contact information where contractor has installed items in this section.
- 4. Submit confirmation that installer has received manufacturer training and is certified by the manufacturer on this equipment and that the training the installer received is current.

## 1.4 QUALITY ASSURANCE

### A. Qualifications

- 1. Installers
  - All camera installation, configuration, setup, program and related work shall be performed by authorized integrators/electronic technicians certified by the manufacturer.
  - Certification for authorized integrators/electronic technicians shall include at a minimum the installation and service of the equipment provided.

#### 1.5 WARRANTY

- A. Contractor shall provide any software maintenance patches and version updates or upgrades at no-additional cost to Owner for a period of at least one (1) year.
- Contractor will provide complete 1 year parts and labor warranty for the products provided in this project.

### PART 2 PRODUCTS

#### 2.1 NETWORK VIDEO MANAGEMENT SERVER(S)

This Network Video Management Server will be utilized for both the City Hall and The Oakland County Sheriff's Department Video Surveillance System mentioned earlier (Pontiac City Hall) in this document.

#### 2.2 NETWORK VIDEO MANAGEMENT WORKSTATION(S)

This Network Video Management Workstation will utilize the same specifications for the Network Video Management Workstation mentioned earlier in this document (Pontiac City Hall, starting page 8).

2.3 MONITORS

These monitors will utilize the same specifications for the monitors mentioned earlier in this document (Pontiac City Hall, page 9).

### 2.4 NETWORK VIDEO MANAGEMENT SOFTWARE (NVMS)

This Network Video Management Software will be utilized for both the City Hall and The Oakland County Sheriff's Department Video Surveillance System mentioned earlier (Pontiac City Hall) in this document.

Enterprise Level Camera Licensing will be provided for all cameras as needed.

#### 2.5 NETWORK IP CAMERAS

A. Network IP cameras shall meet or exceed specifications and shall be of the type and location listed below:

(7) Vandal resistant 1MP dome cameras (4-lock-up, 1-lock-up hallway, 1- elevator, 1-lower level elevator by Sally Port). (3) indoor 1MP dome cameras (front desk, lobby desk, front hall. (1) 3MP Bullet Camera inside the garage, (1) 2MP Bullet camera mounted outside to view employee

entrance and sally port door, (4) 4K Outdoor cameras viewing the perimeter area of the building (placement to be determined).

- 8. Other Manufacturers accepted
  - 1. Axis
  - 2. Bosch
  - 3. Pre-approved equivalent
- C. New cameras added into the system as part of this project will require plenum rated Cat6 cable needed to provide full camera functionality. This cable is to be supported following proper cable management standards and not open to the public or laid on drop ceilings.

All Cameras to be Avigilon H4A type, or approved equal.

### 1.1. WARRANTY

- A. Manufacturer Warranty
  - 1. All equipment provided shall be backed by a minimum manufacturer parts warranty.
- B. Contractor Warranty
  - Contractor will provide complete 1 year parts and labor warranty for the products provided in this project.

New cameras added into the system as part of this project will require plenum rated Cat6 cable needed to provide full camera functionality. This cable is to be supported following proper cable management standards, and not open to the public or laid on drop ceilings.

# **END OF SECTION**

# CITY OF PONTIAC PROPOSAL FORM

We the undersigned as bidder propose to furnish to the City of Pontiac, per the conditions and instructions attached hereto and made a part thereof a complete package submittal per the requirements, including terms and conditions.

TOTAL PRICE

**BASE BID** 

LUMP SUM \$

1 year warranty included?

Optional Full Coverage Service Contract Year 2

# Year 3

# Alternate – Mobile Remote Camera Kit (page xx) Remote Camera\$

Is quote complete with all requirements? Are the quoted items according to specifications? If not, please explain the exceptions:

# Yes No Yes No

Yes.

No

annually

annually

Additional Comments:

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# CITY OF PONTIAC - BID PROPOSAL

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

I further propose to deliver the above-described service(s) and/or item(s) for the City of Pontiac In first class operating manner in accordance with all specifications contained herein subject to purchaser's inspection of equipment purchased and services performed.

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

Company Name:	· · · · · · · · · · · · · · · · · · ·		
			-
Address:			
Representative Signature:			
		·	
Print Name:	<u>.</u>		
Title			
Title:			
Office #	Cell #		
FAX #			
FEDERAL TAX I.D. NUMBER:			
		•	
Date signed			

# Related Project Experience:

Provide descriptions of current and completed projects your firm has performed that are similar to this project in size, scope and complexity. Information for these projects, limited to the last five (5) years:

1) Project Title:	
Project Location:	
Client's name:	
Contact name, title, and telephone number:	
2) Project Title:	· · · · · · · · · · · · · · · · · · ·
Project Location:	
Client's name:	
Contact name, title, and telephone number:	
·	<b>.</b>
3) Project Title:	
Project Location:	
Client's name:	
Contact name, title, and telephone number:	
·	

# Please make additional copies of this sheet or include a separate list with the bid proposal.

# SAMPLE CONTRACT FOR [TYPE OF SERVICE]

1) <u>Parties</u>. The parties to this contract are the City of Pontiac, Michigan hereinafter referred to as the "City", and [NAME OF CONTRACTOR] hereinafter called the "Contractor".

2) <u>Purpose</u>. The purpose of this contract is for the City to engage the Contractor to provide [TYPE OF SERVICE] to the City (see Scope of Services below).

3) <u>Scope of Services</u>. The Contractor will provide all labor, materials, supplies, equipment and supervision to perform [TYPE OF SERVICE] in the City. The Contractor is to perform all work in accordance with generally accepted standards and practices.

4) <u>General Terms and Conditions</u>. This contract is hereby made subject to the terms and conditions included in the Scope of Services (see Exhibit "A" below) and Additional Terms and Conditions (see Exhibit "B" below).

5) <u>Consideration</u>. As consideration for the performance of the services referenced in the Scope of Services (see Exhibits "A" & "B" below), the City agrees to compensate the Contractor as follows:

## [INSERT PAYMENT TERMS PER CONTRACT]

6) <u>Period of Performance</u>. This contract will become effective for the period beginning [TIME PERIOD], with [ANY RENEWAL OPTIONS] upon the approval and signature of the parties hereto.

7) <u>Method of Payment</u>. Contractor will be paid 30 days after completion of work as outlined in the Scope of Services after submission of a valid invoice.

8) <u>Applicable Law</u>. This contract shall be governed by and construed in accordance with the laws of the City of Pontiac, State of Michigan and applicable federal laws.

9) <u>Compliance with Laws</u>. The Contractor understands that the City is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Michigan, and City of Pontiac laws and regulations, as now existing and as may be amended or modified.

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

a) The Contractor shall comply with the Michigan Right to Know Law (Amendments to Act 154), which requires that all employers within the State comply with federal Hazard Communications Standards (C.F.R. 1910.1200) and certain additional guidelines as of February 25, 1987. These Standards specify that employers develop a written hazard communication program, which is to be made available for workers or their designated representatives.

b) The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act

c) The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the City against such liability.

10) <u>Requirements contract</u>. During the period of the contract, the Contractor shall provide all the services described in the contract. The Contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the Contractor if no services are required.

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# EXHIBIT "A"

# **SCOPE OF SERVICES**

The Contractor shall provide [TYPE OF SERVICE].

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

[INSERT SPECIFICS OF RFP HERE]

EXHIBIT "B"

# ADDITIONAL TERMS AND CONDITIONS

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

- 6) <u>Insurance</u>. The Contractor shall not commence work under this contract until it has obtained the required insurance under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with carriers acceptable to the City of Pontiac:
  - a) <u>Workers' Compensation Insurance</u>. The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee.
  - b) <u>Commercial General Liability Insurance</u>. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent: (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.
  - c) <u>Additional Insured</u>: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additionally Insured: <u>The City of Pontiac</u>, all elected and appointed officials; all employees and volunteers, all boards, commissions, and/or authorities and board <u>members</u>, including employees and volunteers. It is understood and agreed by naming the City of Pontiac as additional insured, coverage afforded is considered to be primary and any other insurance the City of Pontiac may have in effect shall be considered secondary and/or excess.
  - d) <u>Cancellation Notice</u>: All policies described above shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City Administrator for the City of Pontiac.
  - e) <u>Proof of Insurance Coverage</u>: The Contractor shall provide the City of Pontiac, at the time the contracts are returned for execution, certificates for all coverage listed above.
  - f) <u>Expiration of Policies</u>: If any of the above coverage lapses during term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Pontiac at least ten (10) days prior to the expiration date.
  - g) <u>Indemnification</u>: To the extent permitted by law, the towing Contractor shall indemnify and hold the City harmless of and from all claims, losses, liability,

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demands, costs, loss of service, expense, and compensation on account of or in any way growing out of any damage, including, but not limited to, bodily injury or property damage which may result from the towing Contractor's towing services, In addition, the towing Contractor shall cover all costs incurred by the City in defense of any litigation covered under this letter of contract, including attorney fees and court costs.

- h) Insurance companies, named insureds and policy forms shall be subject to the approval of the Pontiac Department of Public Works. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions, which reduce coverage provided to the City of Pontiac. Contractor shall be responsible to the City of Pontiac or insurance companies insuring the City of Pontiac for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate Insurance coverage. Contractor shall furnish the Pontiac Finance Department with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Finance Department.
- i) No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Finance Department. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Finance Department with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Pontiac Finance Department, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.
- 7) Ineligibility and suspension. The Contractor certifies to the best of its knowledge and belief, that it: (a) is not presently ineligible, suspended, proposed for ineligibility, declared ineligible, or voluntarily excluded from covered transaction by any federal department or the City or any political subdivision of the City or the State of Michigan; (b) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (c) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

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- 8) <u>Disclosure of confidential information</u>. In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this contract.
- 9) Exceptions to confidential information. The Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which: (a) is rightfully known to the recipient prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party's prior written consent.

10) Default. If the Contractor:

- a) Fails to supply complete labor and supervision in sufficient time and quantity to meet the City's progress schedule, as it may be modified:
- b) Causes stoppage or delay of, or interference with, the project;
- c) Fails to promptly pay its employees for work on the project;
- Fails to pay worker's compensation or other employee benefits, withholding or any other taxes;
- e) Fails to comply with the safety provisions of the Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project;
- f) Makes unauthorized changes in supervisory personnel;
- g) Fails in performance or observance of any of the provisions of the contract;
- h) Files a voluntary petition in bankruptcy or is adjudicated insolvent;
- i) Obtains an order for relief under Section 301 of the Bankruptcy Code;

- j) Files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors;
- k) Or seeks or consents to or is acquiescent in the appointment of a trustee, receiver or liquidator of any of its assets or property;
- I) Makes an assignment for the benefit of creditors; or
- m) Makes an admission, in writing, of its inability to pay its debts as they became due;

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

- a) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
- b) Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder;
  - i) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and
  - ii) Recover all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.
- 11) <u>Failure to enforce</u>. Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

- 12) <u>Final payment</u>. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the Contractor shall execute and deliver to the City a release of all claims against the City arising under, or by virtue of, the contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the City's claims against the Contractor under this contract.
- 13) Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, and acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the contract.
- 14) Indemnification. To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this contract. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the City's concurrence, which the City shall not unreasonably withhold.
- 15) <u>Independent contractor status</u>. The Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Contractor. Neither the method of

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

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

For the Contractor: [INSERT ADDRESS]

For the City: [INSERT ADDRESS AND DEPARTMENT]

- 18) <u>Oral statements</u>. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the City and agreed to by the Contractor.
- 19) <u>Ownership of documents and work papers</u>. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.

- 20) <u>Priority</u>. The contract consists of this contract with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this contract with exhibits and, if still unresolved, by reference to the bid. Omission of any term or obligation from this contract shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- 21) <u>Quality control</u>. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.
- 22) <u>Record retention and access to records</u>. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three years after final payment is made under this contract and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.
- 23) <u>Recovery of money</u>. Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.
- 24) <u>Right to audit</u>. The Contractor shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Michigan Office of the State Auditor, its designees, or other authorized bodies.

- 25) <u>Right to inspect facility</u>. The City may, at reasonable times, inspect the place of business of the Contractor or any subcontractor, which is related to the performance of any contract awarded by the City.
- 26) <u>Severability</u>. If any part of this contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- 27) <u>City property</u>. The Contractor will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.

## 28) Termination for convenience clause.

- a) The City reserves the absolute right to terminate the contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Contractor. The City has the right, upon its sole discretion only, to terminate the contract with cause by giving notice to the Contractor of such termination, specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination, and the Contract shall terminate in all respects as if such date were the date originally given for the expiration of the Contract.
- b) The Contractor shall be liable to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and any costs the City might incur enforcing or attempting to enforce the Contract, and the City may pursue legal remedies in the collection of fees to compensate for the damages sustained by the City.
- c) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State of Michigan. The Contractor shall still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

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## 29) <u>Termination for default clause</u>.

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

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for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience." (As used in this paragraph, the term "subcontractor" means subcontractor at any tier).

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

SECURITY SYSTEM UPGRADE PROJECT

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condition of this contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults.

- 34) <u>Taxes and Contributions</u>. The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the City from and against the payment of:
  - a) Contractor agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan 48342, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractors will require the same of all subcontractors employed to perform any work in the City of Pontiac.
  - b) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed or engaged in the work to be performed and furnished under this contract.
  - c) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of this work or the acquisition, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.
  - d) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Contract.
- 35) <u>Bonds</u>. The Contractor is required to execute bonds, with sureties acceptable to the City, as identified in the specifications, all of which are incorporated into this agreement.

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

DATE

DATE

SECURITY SYSTEM UPGRADE PROJECT

.....

Sign: \_\_\_\_\_

[Contractor]

Print:

Title:

City of Pontiac

Sign:\_\_\_\_\_

Print:

Title: \_\_\_\_\_

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# CITY OF PONTIAC OFFICIAL MEMORANDUM

2018 MAY

'ONTIAC CIT

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

FROM: Jane Bais-DiSessa, Deputy Mayor, at the request of John V. Balint, City Engineer

DATE: May 3, 2018

### RE: MDOT Critical Bridge Funding Applications

The City of Pontiac has been notified that the Michigan Department of Tracportation (MDOT) is accepting applications for 2018 Local Bridge funding. Through required inspections, the two referenced bridges have been identified as possible candidates for rehabilitation and/or replacement.

Selected projects that include structure rehabilitation, replacement, and approach construction may be eligible for a maximum of 95 percent participation from federal and/or state funds. If the City is awarded funding for one or all of the referenced bridges, the funding will be made available during the 2021 fiscal year.

Please be advised, with no City definitive funding source for bridge rehabilitation and/or replacement, it is in the City's best interest to apply for said funds.

Based on the information above, it is my recommendation that the attached resolution be acted upon favorably by the City Council, authorizing the appropriate Department of Public Works to sign said application on behalf of the City of Pontiac.

JVB

attachments

## RESOLUTION FOR UNIVERSITY DRIVE BRIDGE PREVENTIVE MAINTENANCE THROUGH THE LOCAL BRIDGE PROGRAM

On a motion duly made by Council Member \_\_\_\_\_\_\_ seconded by Council Member \_\_\_\_\_\_\_ and passed with \_\_\_\_\_ Ayes and \_\_\_\_\_ Nays, it was moved to adopt the following resolution:

WHERE AS, the condition of the bridge listed below have deteriorated to such an extent that preventive maintenance is necessary and

WHERE AS, the budget of the City of Pontiac will not allow preventive maintenance of this bridge without additional funds from other sources.

**THEREFORE BE IT NOW RESOLVED** that the City of Pontiac request local bridge program funds for preventive maintenance of the University Drive over the Grand Trunk Western Railroad Bridge for the year 2021.

I hereby certify the above is a true and correct copy of a resolution unanimously adopted by the City of Pontiac at a meeting held on \_\_\_\_\_.

ATTEST:

Sheila Grandison Acting City Clerk

Dated:

Drafted by:

Subscribed and sworn to before me on the above date:

Sheila Grandison City of Pontiac 47450 Woodward Ave Pontiac, MI 48342

Notary Public, \_\_\_\_\_, Michigan My Commission Expires: \_\_\_\_\_

## APPLICATION FOR FUNDING

For

## PREVENTIVE MAINTANENCE (MULTIPLE STRUCTURE) OF

## UNIVERSITY DRIVE OVER THE GRAND TRUNK WESTERN RAILROAD

## PRIORITY #1

City of Pontiac

Submitted by: City of Pontiac May 2018 

#### University Drive over the Grand Trunk Western Railroad

The City of Pontiac is requesting local bridge funds for the **preventive maintenance** of University Drive over the Grand Trunk Western Railroad. The City of Pontiac is committed to having this structure funded for the 2021 fiscal year. This bridge is the City's #1 priority for funding.

#### CONTACT

John Balint – City Engineer 47450 Woodward Avenue Pontiac, MI 48342 Phone: (248)758-3615

#### BACKGROUND

The University Drive over the Grand Trunk Western Railroad is a three-span structure totaling 146 feet in length. This structure carries 5 lanes of traffic, raised sidewalks on both sides of the bridge, and has an inside clear width of 64 feet. The bridge superstructure is composed of adjacent concrete box beams and a concrete deck. The substructures consist of concrete cantilever abutments and two piers consisting of concrete columns with a concrete pier cap and concrete crashwalls. The structure was originally constructed in 1991.

The deck is in fair condition with heavy map cracking throughout, some of which have been epoxy sealed. There are hot poured rubber joints along both abutment reference lines, which are partially punched and leaking onto the beams and abutments below. The concrete approach pavement has open jagged spalls along the joints, HMA patches, and up to 3/4" of settlement at the reference lines. The approach sidewalk has up to five inches of settlement at the reference line in the southeast quadrant. The adjacent concrete box beams are in good condition. However, some of the grouted beam joints have efflorescence and there is rust staining and efflorescence on the beam ends over both piers, indicating that the deck and the joints are leaking.

#### WEIGHT LIMIT

The structure is not currently posted for loading restrictions.

#### FUNCTIONAL CLASSIFICATION AND ECONOMIC IMPORTANCE

University Drive is classified as an urban "principal arterial" and is an all-season road. It is a 5-lane concrete road which carries mostly heavy residential and commercial traffic. It carries traffic from downtown Pontiac to I-75, Havenwyck Hospital, Baker College of Auburn Hills, and Oakland University. The 2012 average daily traffic volume was 8,383 vehicles per day (vpd). The future traffic volumes (2038) are estimated to be 10,859 vpd. The economic importance of this structure is based on the extra travel time that will be needed due to the detour route if this structure is closed. If maintenance work is not completed, water and salt will continue to infiltrate the concrete dcck and eventually require a superstructure replacement, a much more costly fix.

#### LOCAL IMPACTS AND DETOUR ROUTE

The detour route for traffic when the bridge will be closed is as follows: University Drive to Opdyke Road, to Featherstone Road, back to University Drive. If the structure is closed or weight restricted, the detour would affect the route of school buses for nearby schools, the response time of emergency vehicles for emergencies, and it would increase the amount of traffic on local roads. The approximate length of this detour is 3.9 miles utilizing minor arterial roads.

#### PREVENTIVE MAINTENANCE WORK

Preventive maintenance of the University Drive Bridge over the Grand Trunk Western Railroad includes an epoxy overlay of the deck surface, joint replacement, silane treatment on the sidewalks, railing, and fascias, and replacing the approach pavement and sidewalks.

#### ESTIMATED PREVENTIVE MAINTENANCE COST

	tal	
	Structure Construction	
Α.	Approach Construction	\$135,000

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STR 8259 Facility			Latitu	BRIDGE SAFETY INSP Ide / Longitude	MDOT Structure ID	Structure Condition	<b>V</b>
UNIVERSITY DRIV	E		42.6565 / -83.2598		634548400062R01	Fair Condition(6)	
Feature	Feature		Lengt	ih / Width	Owner		
GRAND TRUNK WI	ESTERN R	IR	146 /	78.71	City: PONTIAC(5484)		
Location				/ Recon. / Paint / Ovly.	TSC	Operational Status	
1 1/2 MI W UNIVER	& 1-75		1991		Oakland(7B)	A Open, no restriction(A)	
Region / County	((			lal / Design	Last NBI Inspection	Scour Evaluation	
Metro(7) / Oakland	(63)			stressed Concrete / 05 le Box Beam	06/16/2016 / SS5S	N Not Over Waterway	
NEIINSPECTION							SS5S
Inspector Name		-9-4-4-8-12 -9-4-4-8-12	A	gency / Company Name	Insp. I	Freq. Insp. D	ate
Mark Hellnski			B	OWE Professional Services	Company 24	4 06/16/2	016
GENERAL NOTE	S S						
Assisted By: TJ Jak Rail line over struct	ure has be						anna dha dha sa sa sa sa sa sa
DECK							
	04/12	06/14	06/16				
1. Surface (SIA-58A)	7	7	6	Sealed cracks throughout i	(06/14)	nout, some are epoxy sealed. Icking at expansion joints (04/	
2. Expansion Joints	6	7	5	or pulled. HPR filled longitudinal con: Rubber mat strip seal EJD Compression seal along th	struction joint down the str along the pier 1w centerlin te pier 2w centerline, no de nsion joint over west pler a	ne, debris tilled. aficiencles noted. (06/16) It south end - worn at joint edg	
3. Other Joints	5	7	N	N/A (06/16) Repair of spall and settlement along west abutment joint at south end. Repair at east abutment joint. (06/14) Patching with settlement along west abutment joint at south end. Patching at east abutment joint. (04/12)			
4. Rallings	7	7	7	Solid concrete parapet bar cracks spaced at 1'-4'. (06) Vertical cracks in south bri (04/12)	/16)	rface shrinkage cracks. HL ve	ertical
5. Sidewalks or Curbs	5	6	6	sidewalks repaired, heavy Repair of spalling at top ar expansion joints. Scaling/s sidewalk. (06/14) Minor spalling of top and c	shrinkage cracks in the rep ad curb line of south and no spalls at top between piers urb line at south sidewalk (	e cracks spaced at 2'-10', toe pairs. (06/16) orth sidewalks w/ large open t and extensive gravel/debris a near west expansion joint. Ex pansion joint at north sidewal	blockouts at It north tensive
6. Deck Bottom Surface (SIA-58B)	Ν	N	Ν	Adjacent concrete box bea Not visible due to adjacent Not visible due to adjacent	box beams (06/14)		
7. Deck (SIA-58)	7	7	6	Bottom: Adjacent concrete Fasclas: Minor HL vertical Sealed cracks throughout	box beams, not visible. cracks. (06/16) (06/14)	roughout, some are epoxy se acking at expansion joints (04,	
8. Drainage				Off structure. (06/16) (06/14) (04/12)			
SUPERSTRUCT	JRE	\$.\$?					
Form P2502	04/12	06/14	06/16	Printed on Of	2/02/2016	q	age 1 of 3

Form P2502

Printed on 08/02/2016

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STR 8259				BRIDGE SAFETY INS	PECTION REPORT		
Facility			Latit	ude / Longitude	MDOT Structure ID	Structure Condition	
UNIVERSITY DRIVE			42.65	565 / -83.2598	634548400062R01	Fair Condition(6)	
Feature			Leng	ith / Width	Owner		
GRAND TRUNK WE	STERN R	R	146	/ 78.71	City: PONTIAC(5484)		
Location			Built	/ Recon. / Paint / Ovly.	TSC	Operational Status	
1 1/2 MI W UNIVER	& 1-75		1991		Oakland(7B)	A Open, no restriction(A)	
Region / County			Mate	rlal / Design	Last NBI Inspection	Scour Evaluation	
Metro(7) / Oakland	(63)			stressed Concrete / 05 ple Box Beam	06/16/2016 / SS5S	N Not Over Waterway	
9. Stringer (SIA-59)	7	7	7	(25) Adjacent precast con- and efflorescence on bear grout joints. (06/16) (06/14) (04/12)	crele box beams, post tens n ends over both plers. Eff	ioned with grouted joints. Rust prescence along some of the t	stains Dearn
10. Paint (SIA-59A)	N	N	Ν	N/A (06/16) (06/14) (04/12)			
11. Section Loss	N	Ν	N	N/A (06/16) (06/14) (04/12)			
12. Bearings	7	7	7	Not visible, most likely ela (06/14) (04/12)	stomeric bearings. (06/16)		
SUBSTRUCTURE							<b>除新规定</b>
	04/12	06/14				· ·	
13. Abutments (SIA-60)	7	7	7	Concrete cantilever abutn Some hairline cracks in bo Some hairline cracks in bo	oth abutments (06/14)	ical cracks, heavy graffili. (06/1	6)
14. Piers (SIA-60)	6	7	7	cracking in the cap noses. Repair of spalls at ends of repair of delamination of c southeast quadrant. (06/1 Spalls at ends of pier caps	(06/16) i pler caps in southeast, so ap in northeast quadrant. f 4) s in southeast, southwest, i	crashwalls. Prior repairs throug uthwest, and northwest quadra Repair of spall at end of pier ba and northwest quadrants, with nd of pier base in southeast qu	nts, with se in
15. Slope Protection	7	7	7	headers. Heavy graffiti. (0 Tree and weed prowth at	h cast concrete side heade 6/16) joint in northeast quadrant joint in northeast quadrant	ers, minor vegetation along the (06/14) (04/12)	side
16. Channel (SIA-61)	N	N	N	Grade separation, (06/16) (06/14) (04/12)			
17. Scour Inspection			Ν	N/A (06/16) (06/14) (04/12)			
APPROACH							
	04/12	05/14	06/16	ì			
18. Approach Pavement	6	8	6	joints, HMA patches. Up to Transverse cracks, spalls sections in southwest and	o 3/4" of settlement along t and patching in east and v northeast quadrants (06/1 and patching in east and v	Is along the transverse and lon he reference lines. (06/16) vest approaches, with replaced 4) vest approaches, with settleme	pavement

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STR 8259		INSPECTION REPORT MDOT Structure ID			
Facility UNIVERSITY DRIVE Feature	IVERSITY DRIVE 42.6565 / -83.2598 ature Length / Width		Structure Condition Fair Condition(6)	Š	
GRAND TRUNK WESTERN RR Location 1 1/2 MI W UNIVER & I-75 Region / County Metro(7) / Oakland(63)	146 / 78.71 Built / Recon. / Paint / Oviy 1991 / / / Material / Design 5 Prestressed Concrete / 0 Multiple Box Beam	Oakland(7B) Last NBI Inspection	Operational Status A Open, no restriction(A) Scour Evaluation N Not Over Waterway		
19. Approach 5 6 Shoulders Sidewalks	settlement at the reference Replaced sidewalk fla sidewalk in southeast northeast quadrant ar	ion and settlement near abutn	of ant in		
20. Approach Slopes	Grass, vegetation and riprap. (06/16) Riprap infill repair at washout in southeast quadrant. Minor impact damage at guardrail a new end section in southwest quadrant. (06/14) Severe erosion and undermining of guardrail posts due to washout in southeast quadrant (04/12)				
21. Utilities	(4) - 6" Ø conduits ald Abandoned utility slee 2 detached conduits i (04/12)	ong the north fascia eves in the slopewalls along the n northwest quadrant (06/14)	south fascla. (06/16)		
22. Drainage Culverts	None noted. (06/16) (06/14) (04/12)				
MISCELLANEOUS					
Guard Rail		Other Items	Detine		
ltem	Rating	Item	Rating		
36A. Bridge Rallings	1	71. Water Adequacy	N		
36B. Transitions	1	72. Approach Alignment Temporary Support	9 0 No Temporary Suppo	ute	
36C. Approach Guardrall 36D. Approach Guardrall Ends	1	High Load Hit (M)	No	410	
	•	Special Insp. Equipment Underwater Insp. Method	0		
False Decking (Timber) Removed	to Complete Inspection	N/A - No False Decking			
Critical Feature Inspections (S	6IA-92)				
92A. Fracture Critical 92B. Underwater 92C. Other Special	Freq Date				
92D. Fatigue Sensitive					

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STR 8259	5	STRUCTURE INVENTOR	Y AND APPRAISA	14	
Facility	Latitu	ide / Longitude	MDOT Structure ID	Structure Condition	Ś
UNIVERSITY DRIVE		65 / -83,2598	634548400062R01		
Feature	Leng	th / Width	Owner		
GRAND TRUNK WESTERN	-	78.71	City: PONTIAC(5484	Ð	
Location		/ Recon. / Paint / Ovly.	TSC	Operational Status	
		•	,	A Open, no restriction(/	۸ <b>۱</b>
1 1/2 MI W UNIVER & 1-75	1991		Oakland(7B)	•	ער
Region / County		ial / Design	Last NBI inspection		
Metro(7) / Oakland(63)		stressed Concrete / 05 le Box Beam	06/16/2016 / SS5S	N Not Over Waterway	
Bridge History, Type,	Materials	Route Carried By Stru	cture(ON Record)	Route Under Structure (UN	DER Record)
27 - Year Built	1991	5A - Record Type	1	5A - Record Type	
105 - Year Reconstructed		5B - Route Signing	5	5B - Route Signing	
202 - Year Painted 203 - Year Overlay		5C - Level of Service 5D - Route Number	02059	5C - Level of Service 5D - Roule Number	
43 - Main Span Bridge Type	5 05	5E - Direction Sulfix	0	5E - Direction Suffix	
44 - Appr Span Bridge Type		10L - Best 3m Unclr-Lt	0 0	10L - Best 3m Unclr-Lt	
77 · Steel Type	0	10R - Best 3m Unclr-Rt	99 99	10R - Best 3m Unclr-Rt	ļ
78 - Paint Type	0 6	PR Number Control Section	·····	PR Number Control Section	
79 • Rail Type 80 • Post Type	0	11 - Mile Point	0	11 - Mile Point	
107 - Deck Type	2	12 - Base Highway Network		12 - Base Highway Network	
108A - Wearing Surface	1	13 - LRS Route-Subroute	0000006243.01	13 - LRS Route-Subroute	
108B - Membrane	0	19 - Detour Length	2	19 - Detour Length	
108C - Deck Protection	[1]	20 - Toll Facility 26 - Functional Class	3	20 - Toll Facility 26 - Functional Class	}
Structure Dimens	· · · · · · · · · · · · · · · · · · ·	28A - Lanes On	5	28B - Lanes Under	
34 - Skew	30	29 - ADT	8383	29 - ADT	
35 - Struct Flared 45 - Num Main Spans	0 3	. 30 - Year of ADT	2012	30 - Year of ADT	
46 - Num Appre Spans	0	32 - Appr Roadway Width	62,99	42B - Service Type Under	2
48 - Max Span Length	50	32A/B - Ap Pvt Type/Width 42A - Service Type On	6 68.01 5	47L - Left Horizontal Clear 47R - Right Horizontal Clear	
49 - Structure Length	146	47L - Left Horizontal Clear	0.0	54A - Left Feature	
50A - Width Left Curb/SW	5.4	47R - Right Horizontal Clea	ır 64.0	54B - Left Underclearance	99 99
50B - Width Right Curb/SW 33 - Median	5.40	53 - Min Vert Clr Ov Deck	99 99	54C - Right Feature	
51 · Width Curb to Curb	63.98	100 - STRAHNET	0	54D - Right Clearance Under Clearance Year	99 99
52 - Width Out to Out	78.71	102 - Traffic Direct 109 - Truck %	0	55A - Reference Feature	R
112 - NBIS Length	[Y]	110 - Truck Network	0	55B - Right Horiz Clearance	
Inspection Dat	a	114 - Future ADT	10229	56 - Leit Horiz Clearance	0
90 - Inspection Date	06/16/2016	115 - Year Future ADT	2032	100 - STRAHNET	
91 - Inspection Freq	24	Freeway		102 - Traffic Direct 109 - Truck %	
92A - Frac Crit Req/Freq 93A - Frac Crit Insp Date	N	Structure Ap		110 - Truck Network	
928 - Und Water Reg/Freg	N	36A - Bridge Railing	1	114 - Future ADT	
93B - Und Water Insp Date		36B - Rall Transition 36C - Approach Rail	1	115 - Year Future ADT	
92C - Oth Spec Insp Reg/Freg	N	36D - Rail Termination	1	Freeway	
93C - Oth Spec Insp Date		67 - Structure Evaluation	7	Proposed Improve	
92D - Fatigue Req/Freq 93D - Fatigue Insp Date	<u> N</u>	68 - Deck Geometry	4	75 - Type of Work	35 1
176A - Und Water Insp Method	0	69 - Underclearance	3	76 - Length of Improvement	146 87
58 - Dack Rating	6	71 - Waterway Adequacy 72 - Approach Alignment	N 9	94 - Bridge Cost 95 - Roadway Cost	6
58A/B - Deck Surface/Bottom	6 N	103 - Temporary Structure	2	96 - Total Cost	93
59 - Superstructure Rating	7	113 - Scour Criticality	N	97 - Year of Cost Estimate	2010
59A - Paint Rating 60 - Substructure Rating	N	Miscellan	้ออบร	Load Rating and P	osting
61 - Channel Rating	N	37 - Historical Significance	5	31 - Design Load	5
62 - Culvert Rating	N	98A - Border Bridge State		41 - Open, Posted, Closed	Α
Navigation Dat		98B - Border Bridge %	<u> </u>	63 - Fed Oper Rtg Method	1
38 - Navigation Control	N	101 - Parallel Structure	N	64F - Fed Oper Rtg Load 64MA - Mich Oper Rtg Method	52
39 - Vertical Clearance	Q	EPA ID Stay in Place Forms		64MB - Mich Oper Rtg	80
40 - Horizontal Clearance	0	143 - Pin & Hanger Code		64MC - Mich Oper Truck	
111 - Pier Protection		148 - No. of Pin & Hangers		65 - Inv Rig Method	1.
116 - Lilt Brdg Vert Clear	0	-		66 - Inventory Load	37
				70 - Posting 141 - Posted Loading	5
				193 - Overload Class	
				THE STOLEMENT VINEY	

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STR 8259	NTS		
Facility	Latitude / Longitude	MDOT Structure ID	Structure Condition
UNIVERSITY DRIVE	42.6565 / -83.2598	634548400062R01	Fair Condition(6)
Feature	Length / Width	Owner	
GRAND TRUNK WESTERN RR	146 / 78.71	City: PONTIAC(5484)	
Location	Bullt / Recon. / Paint / Ovly.	TSC	Operational Status
1 1/2 MI W UNIVER & 1-75	1991 /  /	Oakland(7B)	A Open, no restriction(A)
Region / County	Material / Design	Last NBI Inspection	Scour Evaluation
Metro(7) / Oakland(63)	5 Prestressed Concrete / 05 Multiple Box Beam	06/16/2016 / SS5S	N Not Over Waterway

## NBLINSPECTION SS5S

Inspector Name Mark Helinski		ency / Company Nam	Insp.	Freq.	Insp. Date 06/16/2016		
		WE Professional Servi	2	4			
AASHTO	ELEMENTS (					(Engl	ish Units
Element	Element	Total	Unit	Good	Fair	Poor	Severe
Number	Name	Quantity		CS1	CS2	C\$3	CS4
Decks/Stat	os						
803	Conc Deck - Coated Bars	11492	sq.ft	2150	9342	0	C
				19%	81%	0%	0%
810	Conc Deck - Top Surface	9342	sq.ft	0	9342	0	0
				0%	100%	0%	0%
812	Reinf Conc Fascia	292	ft	282	10	0	C
				97%	3%	0%	0%
Joints							
300	Strip Seal Exp Joint	79	ft	0	79	0	C
			•	0%	100%	0%	0%
301	Pourable Joint Seal	158	ft	108	0	50	C
				68%	0%	32%	0%
302	Compressn Joint Seal	79	ft	79	0	0	C
				100%	0%	0%	0%
Superstru	cture						
823	P/S Concrete Box Beams	3650	ft	3650	0	0	c
				100%	0%	0%	0%
Bearings	· · · · · · · · · · · · · · · · · · ·	···· · · · · · · · · ·			· · · · · · · · · · · · · · · · · · ·		
310	Elastomeric Bearing	150	each	150	0	0	0
	·			100%	0%	0%	0%
Substruct	are						
205	 Reinf Conc Column	16	each	16	0	0	o
				100%	0%	0%	0%
215	Reinf Conc Abutment	160	ft	150	10	0	0
				94%	6%	0%	0%
234	Reinf Conc Cap	158	ft	138	20	0	0
	-			87%	13%	0%	0%
Other Elen	nents	k y y , , , , , , , , , , , , , , , , ,		*,			
321	Reinf Conc Approach Slab	2560	sq.ft	0	1510	1000	50
			-	0%	59%	39%	2%

Printed on 08/02/2016

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<b>STR 82</b>	259	SAFETY INSPECTION REPO	DRT - AAS	HTO ELEME	NTS		
Facility UNIVERSITY DRIVE		Latitude / Longitude         MDOT Structure ID           42,6565 / -83.2598         634548400062R01		Structure Condition Fair Condition(6)			
Feature GRAND TRUNK WESTERN RR		Length / Width 146 / 78.71	Owner City: PONTIAC(5484)				
Location 1 1/2 MIW UNIVER & I-75		Built / Recon. / Paint / Ovly. 1991 / / /	TSC Oakland(7B)		Operational Status A Open, no restriction(A)		
Region / County Metro(7) / Oakland(63)		Material / Design 5 Prestressed Concrete / 05 Multiple Box Beam	Last NBI Inspection 06/16/2016 / SS5S		Scour Evaluation N Not Over Waterway		
331	Conc Bridge Railing	292	ft	282 97%	10 3%	0 - 0%	( 0%
840	Reinf Conc Sidewalk	1577	sq.ft	1077 68%	500 32%	0 0%	( 0%

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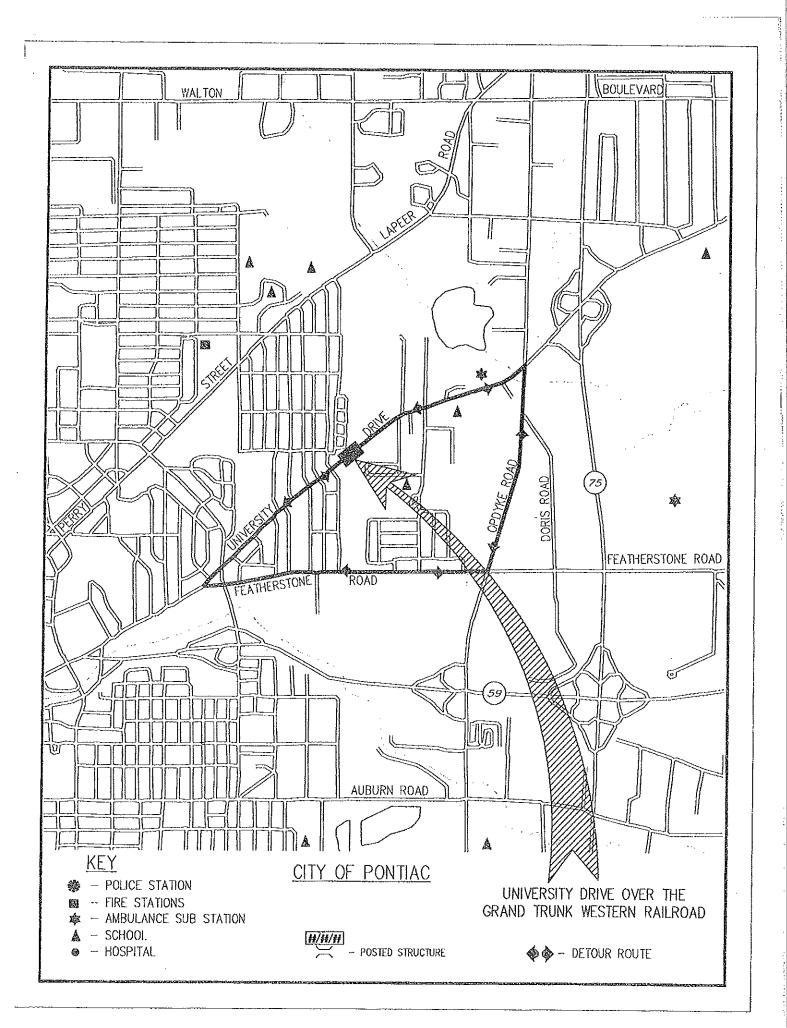
STR 8259	WORK RECOM		
Facility	Latitude / Longitude	MDOT Structure ID	Structure Condition
UNIVERSITY DRIVE	42.6565 / -83.2598	634548400062R01	Fair Condition(6)
Feature	Length / Width	Owner	
GRAND TRUNK WESTERN RR	146 / 78.71	City: PONTIAC(5484)	
Location	Built / Recon. / Paint / Ovly.	TSC	Operational Status
1 1/2 MI W UNIVER & I-75	1991 / / /	Oakland(7B)	A Open, no restriction(A)
Region / County	Material / Design	Last NBI Inspection	Scour Evaluation
Metro(7) / Oakland(63)	5 Prestressed Concrete / 05 Multiple Box Beam	06/16/2016 / SS5S	N Not Over Waterway

WORK RECOMMENDATIONS SS5S

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Inspector Name	Agency / Company Name		Insp. Freq.	insp. Date
Mark Helinski	ROWE Professional Services	Company	24	06/16/2016
RECOMMENDATIONS & ACTION	ITEMS		的建设建度表现	
Recommendation Type	Priority		Description	
Appr. Pavement	M	Replace the a	pproach pavement off e	each end of the structure.
Joint Repair	н	1. 2	reference line	nt along each abutment ression joint over the pier
Overlay	Н	Apply a thin e heavy map	boxy overlay across the cracks and prevent furt	deck surface to fill in the her water penetration.
Other	н	Wedge or r	eplace the settled appr	oach sidewalk panels.

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### Exhibit 4 - Cost Estimating Worksheets

2017

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#### LAP - BRIDGE COST ESTIMATE WORKSHEET - CPM, REHAB, REPLACE -

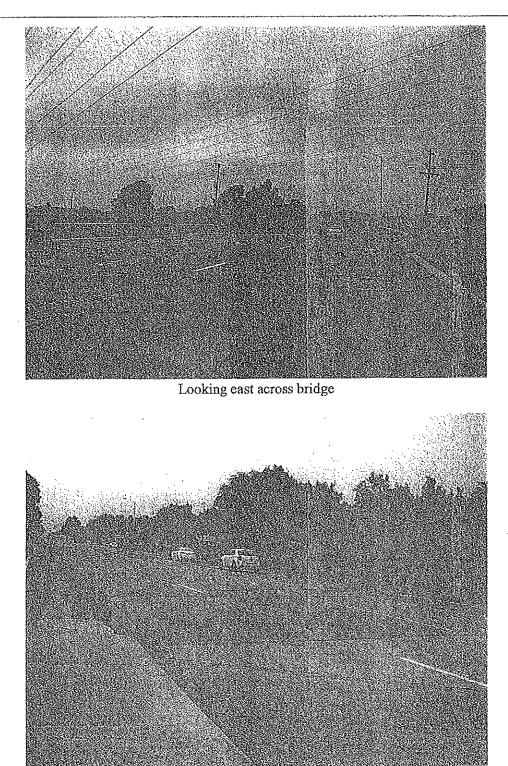
REV, 1/25/2018

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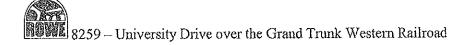
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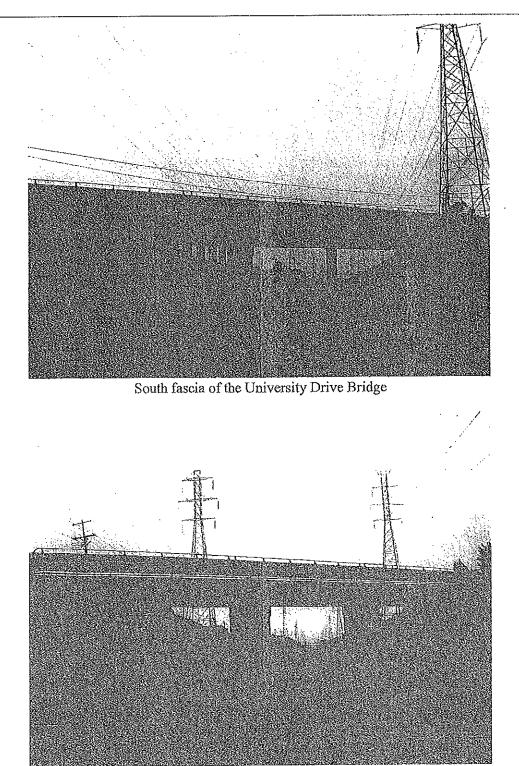
REGION: Metro ENGINEER: JDL LOCATION: University Drive over the Grand Trun PRIMARY WORK ACTIVITY: Preventive Mainten	FISCAL YEAR: 2021 DATE: 2/20/2018 K Western Ra® Road ance	DECK AREA: 11,53 DECK DIM: 146 Ft x 78	4 SFT 71 Ft	STRUCTURE ID: BRIDGE ID: STR. TYPE: Adj	8280 Box Beam
WORKACTIVITY		OUANTITY	UNIT	UNIT COST	IOIAL
NEW BRIDGE	(add demo & road approach &	NOD	SFT	\$305.00 /SFT	
Concrete Steel	(as above)		SFT	\$320.00 /SFT	
Precast 3-sided or 4-sided Culvert	(add removal, roadway over,	MOT)	SFT	\$400.00 /SFT	· · · · · · · · · · · · · · · · · · ·
Other NEW SUPERSTRUCTURE		· · · · · · · · · · · · · · · · · · ·			
Concrete (incl. remov	e exist super, new railing, add MOT	& approach)	SFT	\$140.00 /SFT	·····
Steel (as above)			SFT	\$190.00 /SFT \$40.00 /SFT	
Over Water (add to new Other	(superstructure cost)				na na na marao ang sana sa
WIDENING Added contion only. 11 of width	[std road sporoa	ch lanstion)	SFT	\$270.00 /SFT	·····
Other				······ ·······························	
NEW DECK Includes remove exist deck & new raing Other	(add traffic contro	l & epproach)	SFT	\$70.00 /SFT	· · · · · · · · · · · · · · · · · · ·
DEMOLITION					
Entre bridge, grade separation			SFT SFT	\$32.00 /SFT \$42.00 /SFT	
Entire oridge, over water			er 1	a an an an an Araba (Araba) an	
SUPERSTRUCTURE REPAIR		···· ·································	-		
Concrete Deck Patch	(includes hand chipping)	· · · · · · · · · · · · · · · · · · ·	SFT	\$35.00 /SFT \$100.00 /SFT	
Full Depth Patch HMA Cap	(no membrane, add bridge ra	l if reg'o)	SFT_	\$1.50 /SFT	 
HMA Overlay with WP membrane	(add bridge rail if reg'd)	······	SFT	\$5.50 /SFT \$2.00 /SFT	• ••••• ~ • • • <del>•</del> .
Removal of Concrete Wearing Course (latex Heater Seater	). Epoxy Ovly, or HMA Ovly	· · · · · · · · <del>- · · · · · · · · · · · · · · · · · · </del>	SYD	\$22.00 /SYD	·····
Epoxy Overlay		1,038	2 SYD	\$32.00 /SYD \$35.00 /SFT	\$33,223.
Shallow Overlay Deep Overlay	(incl. joint rept & hydro; add b (incl. joint rept & hydro; add b	idge (al) idge (al)	SFT	\$37.00 /SFT	· · · · · · · · · · · · · · · · · · ·
High Load Hit Repair	(PCI Beam)	<u></u>	SFT	\$250.00 /SFT	
PCI Beam End Repair	(\$4900 boited, \$7000 v/ekłed	· · · · · · · · · · · · · · · · · · ·	EA EA	54.600.00 EA \$6,000.00 EA	
Repair Structural Steel Paint Structural Steel	(Incl. clean & coat)		SFT	\$20.00 /SFT	
Partial Painting	(Incl. ciean & coat)	·····	SFT	\$40.00 /SF1 \$7,000.00 EA	
Pin & Hanger replacement Other Stane Treatment (Sidewalks, rating,	(incl. temporary supports) deck and beam (ascia)	3.796		\$4.00 /SFT	\$15,784
SUBSTRUCTURE REPAIR					
Pier repair	(measured x 2) Replace if re	pair area > 30%	CFT CFT	\$265.00 /CFT \$300.00 /CFT	
Pier repair over water Pier replacement	(measured x 2)		····	\$60.001/CFT	
Abutment repair	(measured x 2)	······································	CFT	\$265.00 /CFT	·
Temporary Supports for Substructure Repair Stope Protection repairs Other	· · · · · · · · · · · · · · · · · · ·		EA SYD	\$1,600.00°EA \$140.00 /SYD	······································
MISCELLANEOUS			<u></u>	·· ···	·····
Expansion or Construction Joints	(includes removal) (\$250 Type 4, \$305 Aesthetik	190	10 FT FT	\$550.00 /FT \$280.00 /FT	\$104,500
Bridge Railing, remove and replace	Jazon Hibe 4, apro Hesuleik		FT	\$40.00 /F T	ara an ara
Articulating Concrete Block System (ACB)			SYD LSUM	\$120.00 /SYD LSUM	
Scour Countermeasures Other Reseating Bridge Construction Joints	(hot poured rubber)	190		\$18.00 /FT	\$3,420
		STRUCTURE	CONSTRU	JCTION BUDGET	\$156,327
ROAD WORK	(add C & G, GR, Slope, Shid	.) 40° ea. end 5,120	0 CET	\$16.00,/SFT	\$81,920
Approach Pavement, 12" RC Approach Curb & Gutter	(18' ez. quad.)	.) 40 ea. eno 5,120 80		\$50.00 /FT	\$4,000
Guardrail Anchorage to Bridge	(<40)		quads	\$1,600.09./quad \$22.00./F-T	·· ·
Guardrail, Type B or T Guardrail Ending	(beyond GR anchorage to bri (and section)	5ge, <2001)	<u>F3</u> EA	\$1,750.00 /EA	· · · · · · · · · · · ·
Roadway Approach work	(beyond approach pavement		LSUM	LSUM	
Ulikies Other Approach sidewalk panels	·····	800	LSUM 0.0 SFT	\$4,00 /SFT	\$3,200
	ermined by Region or TSC Traffic I		•		
Part Width Construction			LSUM	LSUM	· · · · · · ·
Crossovers Temporary Traffic Signals			EA	\$300,000.00 EA \$25,000.00 /set	· · · · · ·
RR Flagging		······································	LSUM	LSUM :	
Detour	·····	1	0 LSUM	\$10,000,00 LSUM	\$10,000
Other		LATED ROAD/TRAFFIC	CONSTRI		399,120
			10 %	\$255,000.00	\$26,000
CONTINGENCY (10% 20%) (use MOBILIZATION (estimate at 10%)	higher conlingency for small project	<u>aj</u>	10 %	\$281,000.00	\$28,000
INFLATION (assume 3% per ye	ar, beginning (n 2018)	· · · · · · · · · · · · · · · · · · ·	12 %	\$309,000,00	\$37,000
111 1 11 11 11 11 11 11 11 11 11 11 11		τοται σο	MSTRIC	TION BUDGET	\$346,000

TOTAL CONSTRUCTION BUDGET \$346,000



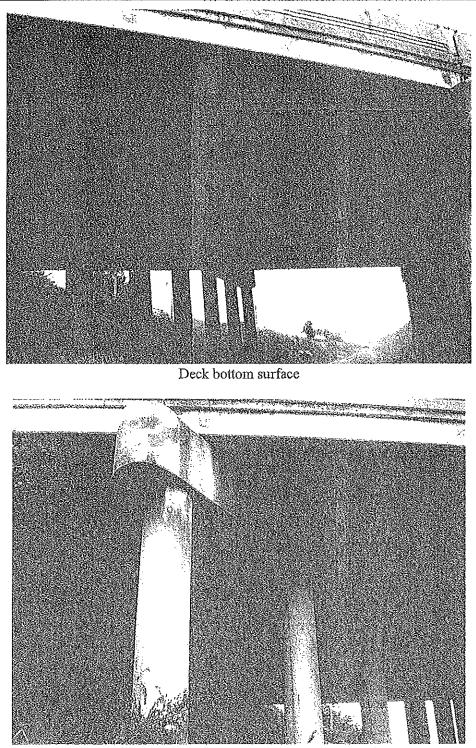
West approach



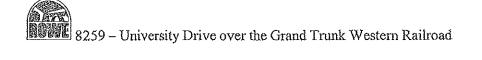


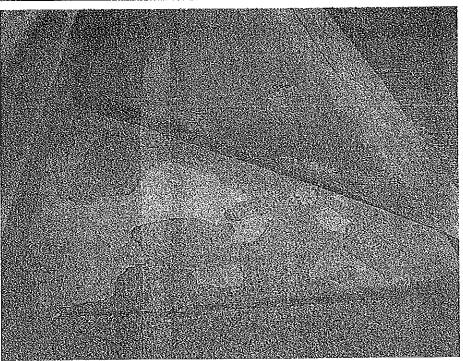
North fascia of the University Drive Bridge

8259 – University Drive over the Grand Trunk Western Railroad



Pier 2W - Leaking and efflorescence on beam ends and pier cap

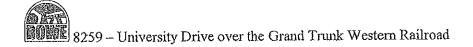


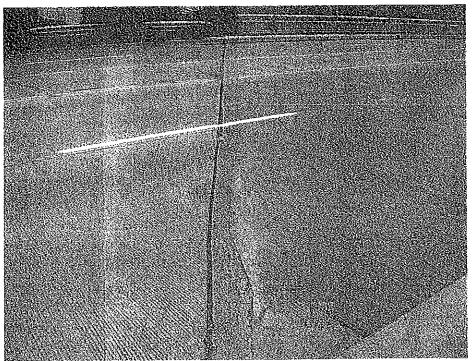


Cracking and settlement at sidewalk approach

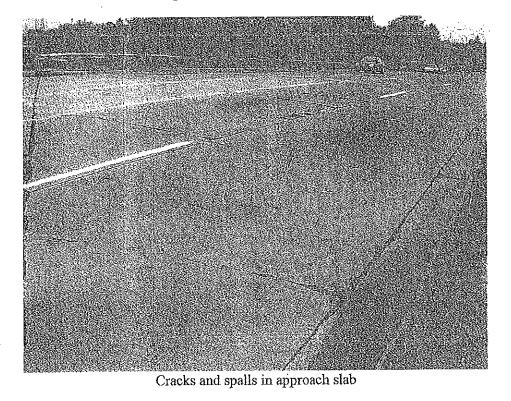


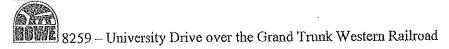
Beamline cracks and map cracks in the concrete deck surface





Punched hot poured rubber at abutment reference line





## RESOLUTION FOR KENNETT ROAD BRIDGE PREVENTIVE MAINTENANCE THROUGH THE LOCAL BRIDGE PROGRAM

On a motion duly made by Council Member \_\_\_\_\_\_\_\_ seconded by Council Member \_\_\_\_\_\_\_\_\_ seconded by Council Member \_\_\_\_\_\_\_\_\_ and passed with \_\_\_\_\_\_ Ayes and \_\_\_\_\_\_ Nays, it was moved to adopt the following resolution:

WHERE AS, the condition of the bridge listed below have deteriorated to such an extent that preventive maintenance is necessary and

WHERE AS, the budget of the City of Pontiac will not allow preventive maintenance of this bridge without additional funds from other sources.

THEREFORE BE IT NOW RESOLVED that the City of Pontiac request local bridge program funds for preventive maintenance of the Kennett Road over the CN & GTW Railroad Bridge for the year 2021.

I hereby certify the above is a true and correct copy of a resolution unanimously adopted by the City of Pontiac at a meeting held on \_\_\_\_\_.

ATTEST:

Sheila Grandison Acting City Clerk

Dated:

Drafted by:

Sheila Grandison City of Pontiac 47450 Woodward Ave Pontiac, MI 48342 Subscribed and sworn to before me on the above date:

Notary Public,	, Michigan
My Commission Expires:	

## APPLICATION FOR FUNDING

For

## PREVENTIVE MAINTANENCE (MULTIPLE STRUCTURE) OF

# KENNETT ROAD OVER THE CN AND GTW RAILROAD

## PRIORITY #1

City of Pontiac

Submitted by: City of Pontiac May 2018

#### Kennett Road over the CN and GTW Railroad

The City of Pontiac is requesting local bridge funds for the preventive maintenance of Kennett Road over the CN and GTW Railroad. The City of Pontiac is committed to having this structure funded for the 2021 fiscal year. This bridge is the City's #1 priority for funding.

#### CONTACT

John Balint – City Engineer 47450 Woodward Avenue Pontiac, MI 48342 Phone: (248)758-3615

#### BACKGROUND

The Kennett Road over the CN and GTW Railroad is a single span structure totaling 50 feet in length. This structure carries 3 lanes of traffic, raised sidewalks on both sides of the bridge, and has an inside width of 39 feet. The bridge superstructure is composed of adjacent concrete box beams and a concrete wearing surface. The substructures consist of cast in place concrete crashwalls. The structure was originally constructed in 2004.

The deck is in fair condition with heavy map cracking throughout, and jagged longitudinal beam line cracks. The concrete aesthetic parapet railings have surface shrinkage cracks and hairline vertical cracks throughout. The raised sidewalks on the bridge have map shrinkage cracks throughout. The concrete approach pavement has longitudinal lane line open cracks up to 1" wide, and transverse hairline cracks. The approach sidewalk has up to 1/2" of settlement at the abutment reference lines. The adjacent concrete box beams have no deficiencies noted.

#### WEIGHT LIMIT

The structure is not currently posted for loading restrictions.

#### FUNCTIONAL CLASSIFICATION AND ECONOMIC IMPORTANCE

Kennett Road is classified as an urban "minor arterial" and is an all-season road. It is a 3-lane asphalt road which carries mostly heavy local and commercial traffic. The 2009 average daily traffic volume was 6,231 vehicles per day (vpd). The future traffic volumes (2029) are estimated to be 9,259 vpd. The economic importance of this structure is based on the extra travel time that will be needed due to the detour route if this structure is closed. If maintenance work is not completed, water and salt will continue to infiltrate the concrete deck and eventually require a superstructure replacement, a much more costly fix.

#### LOCAL IMPACTS AND DETOUR ROUTE

The detour route for traffic when the bridge will be closed is as follows: Kennett Road to Dixie Highway to Telegraph Road to Walton Boulevard, to Baldwin Road, and back to Kennett Road. If the structure is closed or weight restricted, the detour would affect the route of school buses for nearby schools, the response time of emergency vehicles for emergencies, and it would increase the amount of traffic on local roads. The approximate length of this detour is 4.7 miles utilizing other principal arterial roads.

### PREVENTIVE MAINTENANCE WORK

Preventive maintenance of the Kennett Road Bridge over the CN and GTW Railroad includes rescaling the abutment reference line joints, epoxy overlay of the bridge deck, silane treatment on the sidewalks, railing, and fascias, and approach sidewalk repair.

#### ESTIMATED PREVENTIVE MAINTENANCE COST

А.	Approach Construction	. \$18,500
B.	Structure Construction	. <u>\$25,500</u>
To	tal	. \$44,000

STR 8263		ta tana dakata ta tatu a	ahanan mahain	BRIDGE SAFETY INS	PECTION REPORT		
Facility			Latit	ude / Longitude	MDOT Structure ID	Structure Condition	
KENNETT ROAD				51 / -83.3214	634548400082R01	Good Condition(7)	
Feature			Leng	th / Width	Owner		
CN & GTW RR			50 /	58.4	City: PONTIAC(5484)		
Location				/ Recon. / Paint / Ovly.	TSC	Operational Status	
1/4 MI SE TELEGR 8	& OAKLN	D	2004		Oakland(78)	A Open, no restriction(A)	
Region / County				rial / Design	Last NBI Inspection	Scour Evaluation	
Metro(7) / Oakland(	63)			stressed Concrete / 05 ble Box Beam	06/16/2016 / KUZB	N Not Over Waterway	
NBUINSPECTION			(12.47				KUZI
Inspector Name	4 <b>4 93. 19 19 19 19 19</b> 19 19 19 19 19 19 19 19 19 19 19 19 19	529339233		gency / Company Name		. Freq. Insp. I	
Mark Heilnski			R	OWE Professional Service:		24 06/16/2	
SENERAL NOTES	i i i i i i i i i i i i i i i i i i i						
Assisted By: TJ Jaks	a						
DECK					的社会的建立的		$\sim 0.6$
2/01/20/2010000000000000000000000000000		06/14					
						Annataria taggad langtindi	nalhaam
1. Surface (SIA-58A)	8	8	6	Concrete deck surface, he line cracks. (06/16) (06/14) (04/12)	eavy sunace map cracking	) throughout. Jagged longitudi	па оеан
2. Expansion Joints	N	N	N	N/A (06/16) (06/14) (04/12)			
3. Other Joints	7	7	6	Senaration and settlemen	it at each abutment joint. I	r HMA spalls along each head 06/14) abutment joint. Settlement at e	
4. Railings	8	7	7	vertical gracks at each 2-t	tube anchorage. Curved to c barriers. Lower climb shi ong the rails. (06/16) both railings (06/14)	ace shrinkage cracks throughc p chain link pedestrian fencin eld in the SEQ has been remo	n mounted
5. Sidewalks	8	7	7	Concrete sidewalks along	i each fascla, moderate si	rface map shrinkage cracks ti	roughout.
or Curbs	U U			(08/16)			
				(06/14)		idewalks. Sediment build-up	
				Onset of map cracking on	n curb face of sidewalks.	Sediment build-up at curb line.	(04/12)
6. Deck Boltom Surface (SIA-588)	N	N	N	Adjacent box beam super Not visible due to adjacen Not visible due to adjacen	nt box beams (06/14)	16)	
7, Deck (SIA-58)	8	8	7	beam line cracks.	em superstructure, not visi noted. (06/16) deck (06/14)	acking throughout. Jagged lon ble.	gitudinal
8. Drainage				Off structure, (06/16) (06/14) (04/12)			
				s			

04/12 06/14 06/16

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OTD 9969				BRIDGE SAFETY INS			
STR 8263 Facility KENNETT ROAD Feature CN & GTW RR Location 1/4 MI SE TELEGR & OAKLND Region / County Metro(7) / Oakland(63)			42.66 Leng 50 / Bullt 2004 Mate 5 Pre	ide / Longitude 151 / -83.3214 th / Width 58.4 / Recon. / Paint / Ovly.	MDOT Structure ID 634548400082R01 Owner City: PONTIAC(5484) TSC Oakland(7B) Last NBI Inspection 06/16/2016 / KUZB	Structure Condition Good Condition(7) Operational Status A Open, no restriction(A) Scour Evaluation N Not Over Waterway	
9. Stringer (SIA-59)	8	8	8	(14) Adjacent precast cone noted. (06/16) (06/14) (04/12)	crete box beams, post tens	sloned with grouted joints, no de	eficiencies
10. Paint (SIA-59A)	N	Ν	N	N/A (06/16) (06/14) (04/12)			
11. Section Loss	N	N	N	N/A (06/16) (06/14) (04/12)			
12. Bearings	8	8	N	Not visible for rating. (06/1 (06/14) (04/12)	6)		
SUBSTRUCTURE					A CALL AND		
	04/12	06/14	06/16	;			
13. Abutments (SIA-60)	8	8	8	Lower Walls: Cast In place Upper Walls: MSE wall in: noted. (06/16) (06/14) (04/12)	e concrete crashwalls, ~10 stailed above and behind t	' tall, light shrinkage cracks not he lower crashwalls. No deficie	ed. ncies
14. Piers (SIA-60)	N	Ν	N	N/A (06/16) (06/14) (04/12)			
15. Slope Protection	8	8	8	Riprap along the return w (06/14) (04/12)	alls in all four quadrants. ((	06/16)	
16. Channel (SIA-61)	N	N	N	Grade separation, (06/16) (06/14) (04/12)	i i		
17. Scour Inspection			N	N/A (06/16) (06/14) (04/12)			
APPROACH						的情况的情况和自己的情况。	
	04/12	06/14	4 06/10	5			
18. Approach Pavement	γ	7	7	transverse HL cracks. (06 Longitudinal cracking in n at each abutment. (06/14) Longitudinal cracking in n abutment. (04/12)	V16) ortheast and southwest qu ) ortheast and southwest qu	n cracks up to 1" wide, isolated adrants, Minor settlement and adrants. Minor settlement at ea	separation ach
19. Approach Shoulders Sidewalks	· 7	7	7	on the approach sidewalk NEQ sidewalk has settled Minor settlement of sidew	s at the abutment reference t ~1". (06/16) alk and weed prowth at cu	Il four quadrants. Up to 1/2° of the lines. Electric handhole cove urbs in each quadrant. (06/14) urbs in each quadrant. (04/12)	settlement r in the

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STR 8263	BR	IDGE SAFETY IN	SPECTION REPORT		
Facility	Latitude /	Longitude	MDOT Structure ID	Structure Condition	S.
KENNETT ROAD	42.6651 /	-83.3214	634548400082R01	Good Condition(7)	
Feature	Length /	Width	Owner		
CN & GTW RR	50 / 58.4		City: PONTIAC(5484)		
Location	Built / Rec	on. / Paint / Ovly.	TSC	Operational Status	
1/4 MI SE TELEGR & OAKLND	2004 /	1 1	Oakland(7B)	A Open, no restriction(A)	
Region / County	Materlai /	Design	Last NBI Inspection	Scour Evaluation	
Metro(7) / Oakland(63)	5 Prestres Multiple Bo	sed Concrete / 05 ox Beam	06/16/2016 / KUZB	N Not Over Waterway	and the second
20, Approach Slopes	Ope qua soul Ope	mings in MSE coping drants. Erosion at en hwest quadrant. (06 mings in MSE coping	erosion in the SWQ and SEC gs with weed growth in northw id in southeast quadrant. Mino /14) gs with weed growth in northw id in southeast quadrant. (04/	rest, northeast, and southeast or guardrall impact damage in rest, northeast, and southeast	
21. Utilities	(06	e present. (06/16) /14) /12)			
22. Drainage Culverts	(06	e noted. (06/16) /14) /12)			
MISCELLANEOUS	Stand-Asiz				
Guard Rail	ne de la seconda de la sec	agan bahan yang di di kacalar Tinggan yang di di kacalar di kacalar	Other Items		
Item	Rating		Item	Rating	
36A, Bridge Rallings	1		71. Water Adequacy	N	
36B, Transitions	1		72. Approach Alignment	6	
36C, Approach Guardrall	1		Temporary Support	0 No Temporary Support	3
36D. Approach Guardrail Ends	1		High Load Hit (M)	No	
••			Special Insp. Equipment		
			Underwater Insp. Method	0	
False Decking (Timber) Removed	I to Complete	e Inspection	N/A - No False Decking		
Critical Feature Inspections (	SIA-92)				
	Freq	Date			
	<u> </u>				

92A. Fracture Critical 92B, Underwater

92C. Other Special 92D. Fatigue Sensitive

Form P2502

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STR 8263		STRUCTURE INVENTOR	Y AND APPRAISA	L	
Facility	Latitu	ude / Longitude	MDOT Structure ID	Structure Condition	*
•		51 / -83.3214	634548400082R01	Good Condition(7)	
Feature		th / Width	Owner		
CN & GTW RR 50 / 1			City: PONTIAC(5484	0	
Location		/ Recon, / Paint / Ovly.	TSC	Operational Status	
1/4 MI SE TELEGR & OAKL		•		A Open, no restriction(/	~ `
			Oakland(7B)		<b>v</b>
Region / County		rial / Design	Last NBI Inspection		
Metro(7) / Oakland(63)		stressed Concrete / 05 ple Box Beam	06/16/2016 / KUZB	N Not Over Waterway	
Bridge History Type	Motorialo	Route Carried By Stru	nture(ON Becord)	Route Under Structure (UN	
Bridge History, Type, 27 - Year Built	2004	5A - Record Type		5A · Record Type	
106 - Year Reconstructed	2001	58 - Route Signing	5	5B - Route Signing	
202 - Year Painted		5C - Level of Service	0	5C · Level of Service	
203 - Year Overlay		5D - Route Number	02059	5D - Route Number	
43 - Main Span Bridge Type	5 05	5E - Direction Suffix	<u> </u>	5E - Direction Suffix	
44 - Appr Span Bridge Type		10L - Best 3m Unclr-Lt	0 0	10L - Best 3m Unclr-Lt	
77 - Steel Type 78 - Paint Type	0	10R - Best 3m Unclr-Rt PR Number	99 99	10R - Best 3m Unclr-Rt PR Number	
79 - Rail Type	7	Control Section		Control Section	
80 - Post Type		11 - Mile Point		11 - Mile Point	
107 - Deck Type	1	12 - Base Highway Network	0	12 - Base Highway Network	
10BA - Wearing Surface	1	13 - LRS Route-Subroute	0000006733 10	13 - LRS Route-Subroute	
108B - Membrane	0	19 - Detour Length	4	19 - Detour Length	
108C - Deck Protection	1.1	20 - Toll Facility	3	20 - Toli Facility	
Structure Dimens	sions	26 - Functional Class 28A - Lanes On	16	26 - Functional Class	·
34 - Skew	7	28A - Lanes On 29 - ADT	3 9750	28B - Lanes Under 29 - ADT	
35 - Struct Flared	0	30 - Year of ADT	2003	30 - Year of ADT	·····
45 - Num Main Spans	1	32 - Appr Roadway Width	39.04	42B - Service Type Under	2
46 - Num Apprs Spans	0	32A/B - Ap Pvt Type/Width	5 39.01	47L - Left Horizontal Clear	
48 - Max Span Length	46	42A - Service Type On	5	47R · Right Horizontal Clear	
49 - Structure Length 50A - Width Left Curb/SW	50 8,01	47L - Left Horizontal Clear	0.0	54A - Left Feature	ļ
50B - Width Right Curb/SW	8.01	47R - Right Horizontal Clea		54B - Left Underclearance	99 99
33 - Median	0	53 - Min Vert Cir Ov Deck	99 99	54C - Right Feature	99 99
51 - Width Curb to Curb	39.04	100 - STRAHNET 102 - Traffic Direct	0	54D - Right Clearance Under Clearance Year	99 109
52 - Width Out to Out	58.4	109 - Truck %	5	55A - Reference Feature	B
112 - NBIS Length	Y	110 - Truck Network	0	55B - Right Horiz Clearance	
Inspection Dat	ta	114 - Future ADT	14500	56 - Left Horiz Clearance	0
90 - Inspection Date	06/16/2016	115 - Year Future ADT	2023	100 - STRAHNET	
91 - Inspection Freq	24	Freeway	0]	102 - Traffic Direct	
92A - Frac Crit Req/Freq	N	Structure Ap	praisal	109 - Truck %	
93A - Frac Crit Insp Date		36A - Bridge Railing	1	110 - Truck Network	
92B - Und Water Reg/Freg 93B - Und Water Insp Date	N	36B - Rait Transition	1	114 - Future ADT 115 - Year Future ADT	
92C - Olh Spec Insp Reg/Freg	N	36C - Approach Rall	ļ <u>1</u>	Freeway	
93C - Oth Spec Insp Tech Tech		36D - Rail Termination	1	•	•
92D - Fatigue Reg/Freg	N	67 - Structure Evaluation	8	Proposed Improver 75 - Type of Work	
93D - Fatigue Insp Date		68 - Deck Geometry 69 - Underclearance	3	75 - Type of Work 76 - Length of Improvement	0
176A - Und Water Insp Method	0	71 - Waterway Adequacy	N	94 - Bridge Cost	0
58 - Deck Rating	7	72 - Approach Alignment	6	95 - Roadway Cost	0
58A/B - Deck Surface/Bottom	6 IN	103 - Temporary Structure		96 - Total Cost	0
59 - Superstructure Rating 59A - Paint Rating	8 N	113 - Scour Criticality	N	97 - Year of Cost Estimate	2010
60 - Substructure Rating	8	Miscelland	20115	Load Rating and Po	osting
61 - Channel Rating	N	37 - Historical Significance	5	31 - Design Load	5
62 - Culvert Rating	N	98A - Border Bridge State		41 - Open, Posted, Closed	A
Navigation Dat		98B - Border Bridge %		63 - Fed Oper Rtg Method	1
38 - Navigation Control	N	101 - Parallel Structure	N	64F - Fed Oper Rtg Load	63
39 - Vertical Clearance	0	EPAID	<b> </b>	64MA - Mich Oper Rtg Method	
40 - Horizontal Clearance	0	Stay in Place Forms	<b> </b>	64MB - Mich Oper Rtg	131
111 - Pier Protection		143 - Pin & Hanger Code 148 - No, of Pin & Hangers	<u>├</u>	64MC - Mich Oper Truck 65 - Inv Rtg Method	1
116 - Lift Brdg Vert Clear	L	TO THU, OF THE A HEADER	L	66 - Inventory Load	57,3
				70 - Posting	5
				141 - Posled Loading	

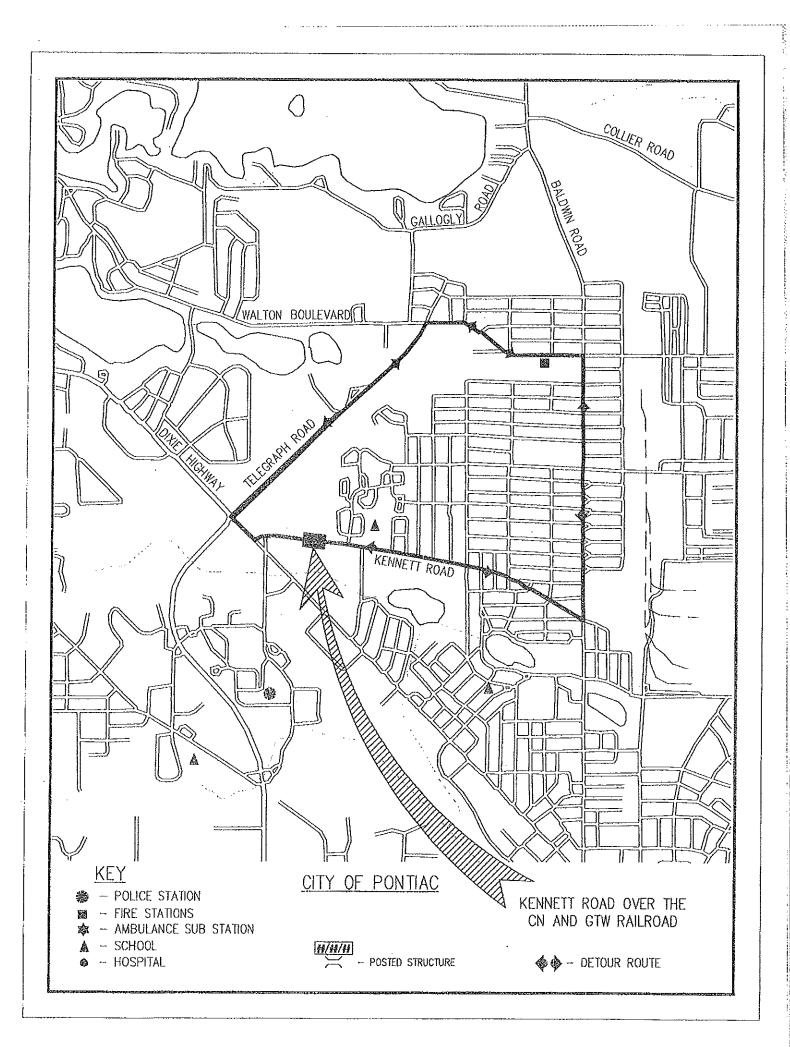
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STR 8263	WORK RECOM	MENDATIONS	<u>₩</u>	
Facility KENNETT ROAD	Latitude / Longitude 42.6651 / -83.3214	MDOT Structure ID 634548400082R01	Structure Condition Good Condition(7)	
Feature CN & GTW RR	Length / Width 50 / 58.4	Owner City: PONTIAC(5484)		
Location 1/4 MI SE TELEGR & OAKLND	Built / Recon. / Paint / Ovly.	TSC Oakland(7B)	Operational Status A Open, no restriction(A)	
Region / County Metro(7) / Oakland(63)	Material / Design 5 Prestressed Concrete / 05 Multiple Box Beam	Last NBI Inspection 06/16/2016 / KUZB	Scour Evaluation N Not Over Waterway	

# WORK RECOMMENDATIONS

Inspector Name	Agency / Company Name		Insp. Freq.	Insp. Date
Mark Helinski	ROWE Professional Servic	es Company	24	06/16/2016
RECOMMENDATIONS & ACTION	HEMS			
<b>Recommendation Type</b>	Priority		Description	
Joint Repair	Н	Apply hot po	ured rubber on top of ti abutment referenc	ne joint filler along each e line.
Overlay	М	will help seal the	deck surface and preve beam line crack prop vedne around the elect	crete deck slab, the overlay ent further map cracking and bagation. ric handhole in the NEQ led ~1° around the cover.
Qther	Н	Replace the clim	b shield that has been	removed from the structure.



### Exhibit 4 - Cost Estimating Worksheets

2017

#### LAP - BRIDGE COST ESTIMATE WORKSHEET - CPM, REHAB, REPLACE -

REV. 1/28/2018

REGION: Metro Fit NGINEER: JDL JOCATION: Kennett Road over the CN & GTW Raith RIMARY WORK ACTIVITY: Preventive Maintenaor		DECK AREA: DECK DIM:	2,920 50 FL x 58.4 F		STRUCTURE ID: Bridge ID: Str. Type; A	8263 W. Box Beam
WORKACTIVITY			QUANTITY	UNIT	UNIT COST	TOTAL
IEW BRIDGE Concrete	(add demo & road approach & I			SFT	\$305.00 /SFT	
Sleet Precasi 3-sided or 4-sided Culvert	(as above) (acd removal, roadway over, M		· · ····	SFT	\$320.00 /SFT	• • • •
Other	(acosenicya), Ipaoway over, M	<u>90</u>		, ог .	\$400.001/SFT	····· ·
EW SUPERSTRUCTURE Concrete (incl remove e	kist super, new railing; add MOT			SFT	\$140.001/SFT	
Sleel (as above)				SFT	\$190.00 /SFT	
Over Water (add to new su Other	perstructure cost)			SET	\$40.00./SFT	
Added portion only. 10 of width				ŚFT	\$270.00 /SFT	
Added portion orty,ft of w/dh	(add road approach				\$470,009,5 <u>F</u> 1	· · · · · · · · · · · · · · · · · · ·
EW DECK Includes remove exist deck & new railing	(add traffic control &	noproschi		SFT	\$70.00 /SFT	
Other		z spinosciil	· .	- <b>P</b> E	3/0.00//3P1	
EMOLITION Entire tridge, grade separation			<b>-</b>	SFT	\$32.00 /SFT	•• • •
Entire bridge, over water	······································		••	SFT	\$42.00 /SFT	
Olher UPERSTRUCTURE REPAIR			-	i .		·- · ·
Concrete Deck Patch	(Includes hand chipping)			SFT	\$35.00 /SFT	• • = • = •
Fut Depth Patch HMA Cap	(no membrane, add bridge rei) i	(160.0)		SFT	\$100.00 /SFT \$1.50 /SFT	•
HMA Overlay with WP membrane Removal of Concrete Wearing Course (Islex), E	(add bridge rahi if regid)	· ?		SFT SFT	\$5.50 /SFT \$2.00 /SFT	·· ·
Healer Sealer Epoxy Overlay			217.0	SYD SYD	\$22.00:/SYD \$32.00 /SYD	16.9
Shallow Overlay	(incl. jo'nt repl & hydro; add brid	(je rail)	2] <i>1.</i> 9	SFT	\$35.00 /SFT	
Deep Overlay High Load Hit Repair	(Incl. joint repl & hydro; add brid (PCI Beam)	ige rail)		SFT SFT	\$37.00 /SFT \$250.00 /SFT	
PCI Beam End Repair Repair Structural Steel	(\$4900 bolted, \$7000 we'ded)		······	ËA EA	\$4,600.00 EA \$6,000.00 EA	
Paint Structural Steel	(incl. clean & coal)		•	SFT SFT	\$20.00 /SFT	
Partial Painting Pin & Hanger replacement	(incl. clean & coat) (incl. temporary supports)	· · · · · · · · · · · · · · · · · · ·		EA	\$40.007/SFT \$7,000.00 EA	
	k and beam fescia)		1.924.0	SFT	\$4.00./SFT	\$7,69
UBSTRUCTURE REPAIR Pier repair	(measured x 2) Replace if reca	ir area > 30%		CFT	\$265.00)/CFT	······································
Pier replacement	(measured x 2)	<u></u>		CFT	\$300.00./CFT \$80.00//CFT	
Abutment repair Temporery Supports for Substructure Repeir	(measured x 2)	• • • • • • • • • • • • • • • • • • • •		EA	\$265.00 /CFT \$1,800.00 EA	· · · · · · · - ·
Slope Protection repairs Other				SYD	\$140.00 /SYD	· · · · · · · · · · · · · · · · · · ·
SCELLANEOUS				ية مديدية		
Expansion or Construction Joints	(includes removal)	······································		៍ព័	\$550.00 /FT	· · · · · · ·
Bridge Railing, remove and replace	(\$250 Type 4, \$305 Aesthelic P	arapeq		FT FT	\$280.00 /FT \$40.00 /FT	
Articulating Concrete Block System (ACB) Scoor Countermeasures			· · · · · · · · ·	SYD LSUM	\$120.0075YD LSUM	
Other Researing Bridge Construction Joints Other Replace crimb shield	(hot poured rubber)	·····	120.0	EA	\$18.00-/FT \$100.00-EA	\$2.16 \$10
		STR			ICTION BUDGET	\$16,90
DAD WORK	203-194 <del>4-1-1</del>					
Approach Payement, 12' RC Approach Curb & Gutter	(add C & G, GR, Slope, Shlor) (18' ea. guad.)	40' ea. end		SFT FT	\$16.00 /SFT \$50.00 /FT	
Guercira Anchorage to Bridge	{<40'}		· - · · · · · · · · · · · · · · · ·	quads	\$1,600.00 /ouad	
Guardrait, Type B of T	(beyond GR anchorage to bridg (end section)	<u>e, &lt;2001</u>		EA	\$22.00 /FT \$1,750.00 /EA	
Roadway Approach work	(beyond approach pavement)			LSUM	LSUM	
Other Approach sidewalk panels	· · · · · · · · · · · · · · · · · · ·		660.0	SFT	\$4.00;/SFT	\$2,24
	ed by Region or TSC Traffic & S		و ب المنظور ا	LSUM	LSUM	
				EA sei	\$300,000,00 EA \$25,000,00 /set	
RR Flagoing			· · · · · · · · · · · · · · · · · · · ·	LSUM	LSUM	
Other				LSUM	\$10,000.00 LSUM	\$10.00
· · · · · · · · · · · · · · · · · · ·	RELA	TED ROAD/T	RAFFIC C	ONSTRU	CTION BUDGET	\$12,24
ONTINGENCY (10% - 20%) (use high	r contingency for small projects)		20	<del>%</del> %	529,000.00	36.00 \$4,00
OBILIZATION (estimate at 10%)				55	\$35,000.00	

(DOES NOT INCLUDE PE & CE)

TOTAL CONSTRUCTION BUDGET

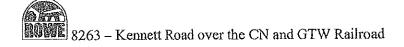
\$44,000

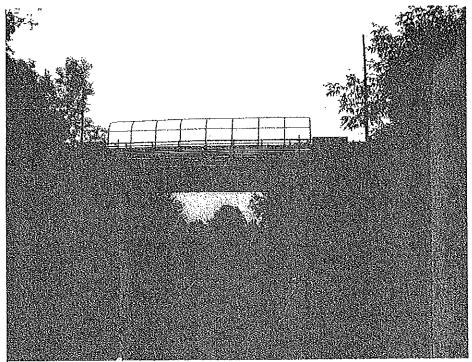


Looking east across bridge

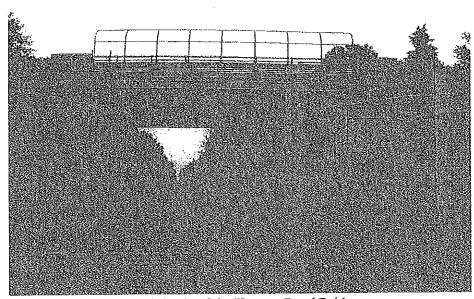


Looking west across bridge

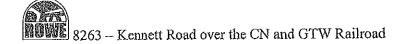


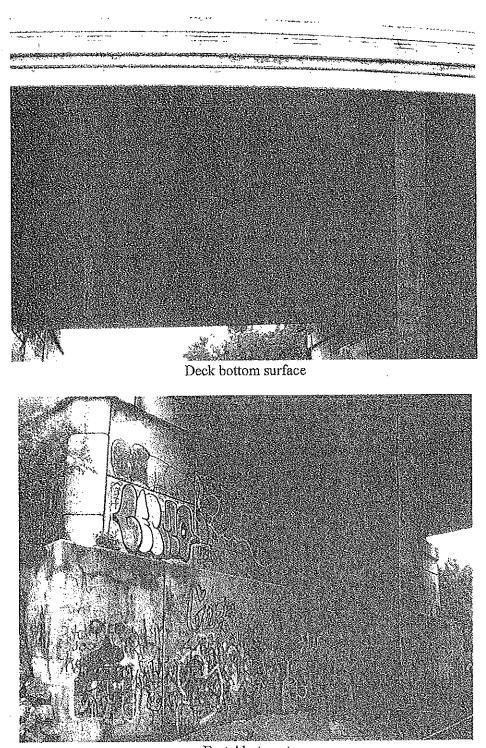


South fascia of the Kennett Road Bridge

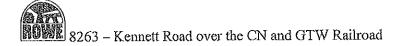


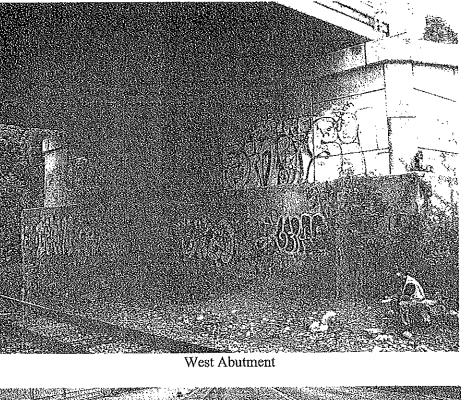
North fascia of the Kennett Road Bridge





East Abutment



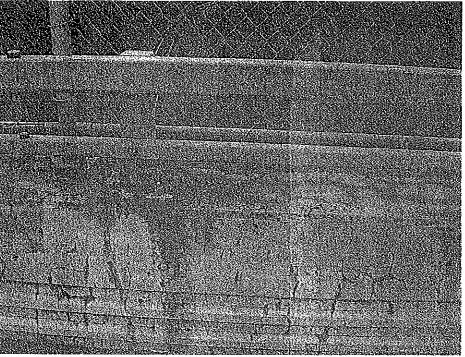




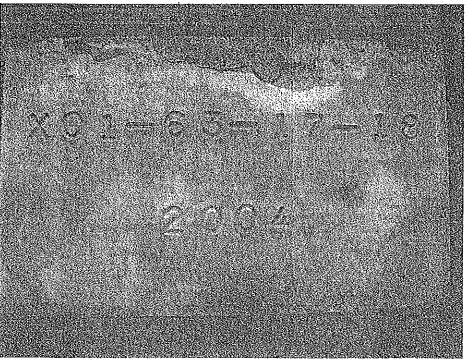
Hairline cracks in the concrete deck surface



8263 - Kennett Road over the CN and GTW Railroad



Map cracking in concrete rail



Bridge Name Plate



8263 – Kennett Road over the CN and GTW Railroad



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# **CITY OF PONTIAC** OFFICIAL MEMORANDUM

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Executive Branch

TO: Pontiac City	Council
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FROM: Jane Bais-DiSessa, Deputy Mayor, at the request of John V. Balint, City Engineer

May 3, 2018 DATE:

RE: CDBG Sidewalk Program - Merlo Construction

ONTIAC CITY CLERK The City of Pontiac received and publicly opened bids for the referenced improvement project on Monday, April 23, 2018. Proposed work is located at various locations in the City with the goal & objective of removing & replacing deteriorated/hazardous sidewalk.

A total of seven (7) bids were received for the project in the amounts as follows:

1. Merlo Construction	\$766,569.75
2. Koala-T Construction	\$839,714.00
3. Great Lakes Construction	\$916,952.25
4. Lacaria Construction	\$1,149,683.00
5. Audia Construction	\$1,182,612.50
6. JB Construction	\$1,347,991.25
7. Gibralter Constuction	\$1,625,430.25

The Engineering Division has reviewed and based on the attached is recommending the award to the low bidder, Merlo Construction.

Construction is scheduled to start in late May with anticipated completion by September 2018.

Funding for the project is identified in the FY '18 CDBG budget for the subject work.

Based upon the above and attached information, it is my recommendation of the Department of Public Works that the CDBG Sidewalk Improvement Program be awarded to Merlo Construction, Inc. in the amount of \$766,569,75.

The City of Pontiac has advertised and received responses to a request WHEREAS, for proposal for the CDBG Sidewalk Program on April 23, 2018 and publically opened bids, and;

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

WHEREAS,

,

the City identified the low bidder as Merlo Construction.

# NOW, THEREFORE, BE IT RESOLVED,

The Pontiac City Council authorized the Mayor to enter into a contract with Merlo Construction for \$766,569.75 for the CDBG Sidewalk Program.

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JVB

Attachments

#### CITY PONTIAC

#### BID OPENING FOR

2018 SIDEWALK IMPROVEMENT PROGRAM

2:00 PM., TUESDAY, APRIL 23, 2018

	Bid Opening: 4-3	23-13 @ 25	CO pira	Opened by: CITY CLERX Anna	tte Wesley		Witnessed by: Mich	elle McKenzie		Witnessed by: J Balint		
2018	SIDEWALK IMPR	OVENE	NT PROGRAM			2013 SIDEWALK IMPI	ROVEMENT PROG	RAM		2018 SIDEWALK IMPI	OVEMENT PROG	RAM
			MERLO	LOW BIDDER	KOALAT	SECOND LOW INDDER	GREAT LAKES	THIRD LOW BIDDER	LACARIA	FOURTH LOW BIDDER	AUDIA	FIFTH LOW BIDDER
tem description	QUANTITY	แหลา	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
dowalk, Rom	13,550	εY	\$ 0.00	\$ 121,950,00	\$ 9,00	5 121,950,00	\$ 15.00	\$ 203,250,00	5 24,00	\$ 325,200.00	\$ 4.50	\$ 60,975.0
Idewalk, Cono, 4 inch	87725	SF	S 4,05	3 355,285,25	\$ 5,85	3 485,846.25	\$ 4,20	\$ 368,445.00	5 5,20	\$ 404,065.25	5 7,39	3 646,287,7
idewaik, Cono, 6 inch	33,355	SF	S 6,05	\$ 141,207,75	S 6,15	\$ 143,033.25	\$ 5,29	\$ 144,801,00	S 5.55	\$ 129,620,25	\$ 7.95	3 185,072,2
idewalk, Cono, 8 Inch	315	SF	\$ 8,05	3 2,535,75	2 6,30	\$ 1,084,50	S 6,75	\$ 2,756,25	\$ 0.50	\$ 2,047.50	z 8.50	\$ 2,677.5
and Patching	390	Ten	\$ 200.00	\$ 76,000,00	5 150,00	\$ \$8,500,00	5 230.00	\$ 89,700,00	3 125,00	\$ 48,750.00	5 500,00	\$ 185,000.0
oot/Stump Romovat	900	EA	\$ 75,00	\$ 67,500.00	s 20,00	5 18,000,00	\$ 120.00	\$ 108,000,00	S 200.00	\$ 180,000,00	\$ 100.00	\$ \$0,000.0
							TOTAL BIP AMOUNT	\$ 916,952.25				
1	EM DESCRIPTION dewaik, Rom dewaik, Cone, 4 inch dewaik, Cone, 6 inch dewaik, Cone, 6 inch and Patching	EM DESCRIPTION QUANTITY devels, Rom 13,559 devels, Cone, 4 inch 87725 devels, Cone, 6 inch 23,355 devels, Cone, 6 inch 315 and Patching 360	EM DESCRIPTION QUANTITY LINIT dewals, Rom 13,550 EY dewals, Cono, 4 Inch 87725 SF dewals, Cono, 6 Inch 23,355 EF dewals, Cono, 6 Inch 315 SF and Patching 390 Ton	EM DESCRIPTION         QUANTITY         UNIT         UNIT         UNIT         UNIT         PRACE           dowalt, Cono, 4 (not)         67725         SF         S         4,05           dowalt, Cono, 4 (not)         67725         SF         S         4,05           dowalt, Cono, 6 (not)         23,255         SF         S         6,05           dewalt, Cono, 6 (not)         315         SF         S         6,05           dewalt, Cono, 6 (not)         315         SF         S         6,05           and Patching         360         Ton         S         200,00           soft/Shump Romovat         800         EA         \$         75,00	MERLO         LOW BIDDER           EM DESCRIPTION         QUANTITY         LINIT         UNIT PRICE         AMOUNT           dewalk, Rem         13,559         6Y         5         0.00         5         121,950,00           dewalk, Rem         13,559         6Y         5         0.00         5         121,950,00           dewalk, Rem         33,955         SF         5         4,06         5         355,268,25           dewalk, Cono, 6 Inch         23,255         SF         5         6,05         2         741,207,75           dewalk, Cono, 8 Inch         315         SF         \$         8,05         \$         2,55,75           and Patching         360         Ton         \$         200,00         \$         78,090,00           oxt/Shump Removat         0.00         EA         \$         75,00         \$         67,500,00	MERLO         LOW BIDDER         KOALA-T           EM DESCRIPTION         QUANTITY         LINIT         BUILT PRICE         AMOUNT         UNIT PRICE           dewalk, Rom         13,559         EY         5         0.00         5         121,930,00         2         9,00           dewalk, Rom         13,559         EY         5         0.00         5         121,930,00         2         9,00           dewalk, Conc, 4 inon.         87725         SF         5         4,05         5         355,260,25         5         6,05           dewalk, Conc, 6 inch         23,955         SF         5         6,05         5         141,207,75         5         6,15           dewalk, Conc, 8 inch         315         SF         \$         8,05         5         2,515,75         5         6,30           and Patohing         396         Ton         \$         200,00         \$         78,000,00         \$         150,00           bat/Shump Romoval         000         EA         \$         750,00         \$         075,500,00         \$         1071,4160           AMOUNT         \$         706,498,75         \$         7074,1610         \$         300,00         \$	MERLO         LOW BIDDER         KOALA-T         SECOND LOW BIDDER           EM DESCRIPTION         QUANTITY         UNIT         UNIT PRACE         AMOUNT         UNIT PRACE         AMOUNT         UNIT PRACE         AMOUNT           dewalx, Rom         13,550         EY         5         0.00         \$         121,850,00         \$         9.00         \$         121,950,00         \$         9.00         \$         121,950,00         \$         9.00         \$         121,950,00         \$         9.00         \$         121,950,00         \$         9.00         \$         121,950,00         \$         9.00         \$         121,950,00         \$         9.00         \$         121,950,00         \$         9.00         \$         121,950,00         \$         9.00         \$         121,950,00         \$         9.00         \$         121,950,00         \$         9.00         \$         121,950,00         \$         9.00         \$         143,030,25         \$         \$         143,030,25         \$         143,030,25         \$         143,030,25         \$         143,030,25         \$         143,030,25         \$         1,984,50         \$         1,984,50         \$         1,984,50         \$         1,984,50	MERLO         LOW BIDDER         KOALA-T         SECOND LOW BIDDER         GREAT LAKES           EM DESCRIPTION         QUANTITY         LINIT         BUNIT PRICE         AMOUNT         UNIT PRICE         AMOUNT         AMOUNT         UNIT PRICE         AMOUNT         AMOUNT <td>MERLO         LOW BIDDER         KOALA-T         SECOND LOW BIDDER         CREAT LACCS         THIRD LOW BIDDER           EM DESCRIPTION         QUANTITY         LINIT         BINIT PRICE         AMOUNT         UNIT PRICE         AMOU</td> <td>MERLO         LOW BIDDER         KOALA-T         SECOND LOW BIDDER         CREAT LAKES         THIRO LOW BIDDER         LACARIA           EM DESCRIPTION         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Preliminar	y Sid Tabulation	8id Opening: 4-	<u>23-18 @ 2=</u>	00 pm	Opened by: CITY CLERK Anne	tte Wesley		Witnessed by: Michelle McKonzia	Witnessed by: J Balint	
	2013	8 SIDEWALK IMP	ROVEME	NT PROGRAM		2018 SIDEWALK IMPROVEMENT PROGRAM				· · · · · · · · · · · · · · · · · · ·
				JB CONTR	SIXTH LOW BIDDER	GIBRALTER	SEVENTH LOW BID			1
CODE	Item description	QUANTITY	บงส	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNY			
1	Sidewalk, Rom	13,550	SY	3 17.00	\$ 230,350,00	\$ 32.57	\$ 445,388,50			
2	Sidewalk, Conc, 4 Inch	87725	SF	S 0.00	S 701,800,00	\$ 8,37	\$ 734,258,25			· -
Ĵ	Sidewalk, Cons, 6 Inch	23,355	SF	<b>s</b> 8.15	\$ 190,343,25	I 9.40	3 219,537.00			
4	Sidowatk, Conc., & Inch	315	SF	\$ 9,20	\$ 2,808.00	\$ 11,10	\$ 3,496,50			
5	Hand Patching	390	Ten	<b>S</b> 340.00	\$ 132,600,00	\$ 225.00	\$ 87,750,00			
¢	Root/Stump Removal	900	EA	3 100.00	\$ 90,000,00	\$ 150,00	1 135,000.00			
		****		TOTAL PID AMOUNT	3 1,347,901.25		3 1,625,430,25	TOTAL BOD AMOUNT -	TOTAL BID AMOUNT -	TOTAL PIO

SEVEN RESPONSIVE BIDDERS FOR PROJECT

\*\*\*Corrected by City of Pontiac

Created By Jack Cady

For City Engineer J. Bulint

24-Apr-18

Sheet 1 of 1

# **REFERRAL/RECOMMENDATION FORM**

DATE: <u>May 2, 2018</u>

TO: <u>Nevrus Nazarko, Finance Director</u>

TO: \_\_\_\_\_ Jane Bais-DiSessa, Deputy Mayor

FROM: Michelle L. McKenzie, Purchasing Agent

THE ATTACHED DOCUMENTS ARE BEING REFERRED FOR THE FOLLOWING REASONS:

\_\_\_\_ City Council X\_ Bid Approval \_\_\_\_Budget Approval \_\_\_\_Cancelled \_\_\_\_\_ Other

Bid Analysis and Recommendation for

# The following bidils attached:

2018(CDBC SidewalkIImprovement/Program

This copy does not indude the equipment specifications or Oakland County forms

You Recommendations of a bidder are to be located in the space provided in the "Remarks" section on the next page of this form. Do not submit your recommendation on any other.

RFP: 2018 CDBG Sidewalk Improvement Program

**REMARKS:** After a competitive process and a public bid opening, it is recommended

that Merlo Construction Company, be awarded the Sidewalk Improvement bid.

Your recommendation is to be based on the bid specification and content of bid. If the lowest bidder or bidders do not meet the specifications then list the major deviations for each.

Rejections must be based on actual exceptions to specifications, or on other details included in the bid documents.

Legal questions or concerns should be included in the analysis. If necessary, the Purchasing Division may request a legal opinion.

Recommendations for bids over \$10,000.00 must be approved by the Finance Director, the Purchasing Agent or an approved person as noted on the "City of Pontiac Authorized Signature Record."

Vendor has met the requirements of the Request For Proposal Bid Documents.

The above named firm has also provided references of the companies where they have performed similar work.

They have the experience and equipment necessary to perform the duties of the RFP.

I have included the listing of vendors notified on MITN.

I have included a bid tabulation showing all the bidders and their prices.

Signature of Purchasing Agent:

McKenne) fichelle. Date: 🔨

Approved by:

Signature of Finance Director:

avar

Date: 5-2-18

Signature of Deputy Mayor:

Date: 5.3.18

LARA CORPS SAM Income Tax Property Info City A/P \_\_\_\_\_SBA \_\_\_\_\_MITN Profile \_\_\_\_\_\_Website \_\_\_\_\_Bid Tab \_\_\_\_\_Vendor List \_\_\_\_\_RFP V. Adderstum

Departm Michigan.gov Home	ent of Licensing and Regulatory Affairs
	essional Licensing / Corporations, Securities & Commercial Licensing Bureau
	SE/REGISTRATION
Licensee Information	
Name:	MERLO CONSTRUCTION COMPANY INC
QO/Owner:	MERLO, PERRY ANTHONY
Address:	Milford Mi 48381
County:	Oakland
License Information	
License Type:	, Builder - Company
License Number:	2102102302
Specialities:	
Status:	Active
Limitations:	
Issue Date:	12/17/1991
Expiration Date:	05/31/2021
Employed/Managod By	,
Employer/Manager:	MERLO, PERRY ANTHONY
License Number:	2101061875
Address:	Northville MI 48168
County:	Wayne
	(HERE ) (HERESDOTENT)

Attention Mobile Device Users: Not all mobile devices are compatible with all functions of this website.

Additional information pertaining to the occupations regulated by the <u>Bureau of Professional Licensing</u> can be found on the <u>Licensing Division</u> site.

#### DISCLAIMER

The Issue Date is the date the license/registration was first issued. Please note this information is not always available in the database. The Expiration Date given above is the date the license/registration expired or will expire. The license/registration may not have been active from the Issue Date to the Expiration Date. There may have been periods of non-licensure or non-registration. Please view the status history for more information.

Licensing and registration records are made available at this site by LARA to provide immediate access to information for the convenience of interested persons. While LARA has taken steps to update this information daily, we make no guarantee as to the accuracy, completeness, timeliness or current status of the information. LARA assumes no responsibility for any errors or omissions, or for the use of information obtained from this site.

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 Link Policy
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5/1/2018, 11:20 AM

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The name of the DOMESTIC PROFIT CORPORATION. MERLO CONSTRUCTION COMPANY, INC.

Entity type: DOMESTIC PROFIT CORPOR Identification Number: 800522353 Old	
Date of Incorporation in Hichigan: 04/	10/1991
Purpose: All Purcose Clause	
Term: Perpetual	
Most Recent Annual Reports 2017	Host Recent Annual Report with Officers & Directors: 2012

The name and address o	f the Resident Agenti			
Resident Agent Name:	PERRY A MERLO			
Street Address:	4964 TECHNICAL DRIVE			
Apt/Suite/Other:				
City:	MILFORD	State: NI	Zip Code: 46	3381
Registered Office Mailing	g address:			
P.O. Box or Street Address:	•			•
Apl/Suite/Other:				
City:		State:	Zip Code:	

Act Formed Unders 284-1972 Business Corporation Act

Total Authorized Shares: 100,000

Written Consent

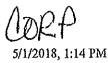
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View filings for this business entity:		
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Comments or notes associated with this business entity	/1	 ~

LARA FOIA Process Office of Regulatory Reinvention Stata Web Sites Transparency

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> > Copyright 2018 State of Unitions

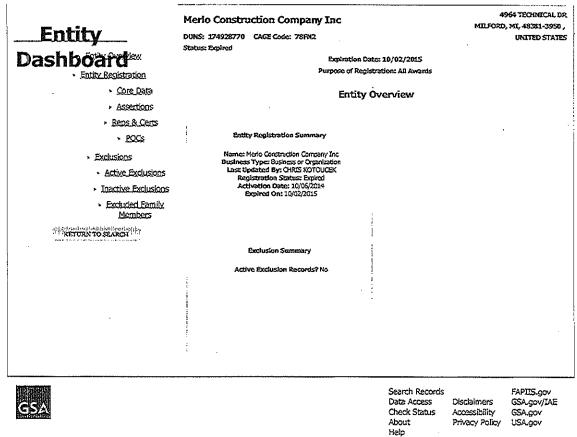


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SAW SAW



ALEXT: You must submit a notatized letter appointing the authorized Entity Administrator before your registration will be activated. This requirement now applies to both new and existing entities. Read our EAQs to learn more about this process change.



IBM v1.P.13.20180427-1347

5/1/2018, 12:52 PM

# Michelle McKenzie

From:	Larry A. Kosofsky
Sent:	Tuesday, May 1, 2018 3:09 PM
То:	Michelle McKenzie
Cc:	Nevrus Nazarko
Subject:	RE: Please investigate for Sidewalk Project

Hello Michelle,

I have no record for this company, so I presume they must not have worked either in or for the City of Pontiac.

Larry

From: Michelle McKenzie Sent: Tuesday, May 1, 2018 3:00 PM To: Larry A. Kosofsky </kosofsky@pontiac.mi.us> Subject: Please investigate for Sidewalk Project

Larry,

Please investigate this contractor:

Merlo Construction Company, Inc. 4964 Technical Drive Milford, MI 48381

Federal Tax ID #: 38-2987899

Thank you,

Michelle L. McKenzle Purchasing Agent/Fiscal Analyst City of Pontiac <u>MMcKenzle@pontlac.mi.us</u> Direct Dial (248) 758-3120 Fax (248) 758-3197

# 4964 TECHNICAL DR MILFORD MI 48381-3950



#### 16-35-351-017

# **Commercial and Industrial Property Profile**

Note: Please be advised the data included in Property Gateway originates from multiple local municipalities. Data, in regard to properties, may be classified and updated differently by municipalities. If you have any questions, please contact the local community where the data originated.

Owner(s) : NPM TECHNICAL, LLC	
Mailing Address : 8505 TERRA BELLA DR NORTHVILLE MI 48168	
Location Information	
Site Address : 4964 TECHNICAL DR MILFORD MI 48381-3950	
PIN : 16-35-351-017 Neighborhood Code : IND	
Municipality : Charter Township of Milford	
School District : 240 SOUTH LYON SCHOOLS	
Use : 201 BUS IMP (Commercial Business imp.)	
Water Indicator N Sewer Indicator N	
Well Indicator : N Septic Indicator : N	
Property Description	
T2N, R7E, SEC 35 MILFORD INDUSTRIAL PARK LOT 3 7-22-86 FR 011	
Split/Combination Information	
Added Status SAdded Parcel	
Added Date : 10/21/1986 Added To : FROM 011	
Most Recent Sale Since 1994	
Date : 05/18/2011 Amount : \$0 Liber : 43080:212	
Grantor : DWIGHT ENTERPRISES Grantee : NPM TECH Tax Information	MICAL
	niji kulu di polini kulu di polini kulu di polini.
Taxable Value       : \$162,120       State Equalized Value       : \$179,220         Current Assessed Value       : \$179,220       Capped Value       : \$162,120	
Effective Date For Taxes : 12/01/2017 Principal Residence : 0%	
Enective Date For Taxes . 12/01/2017 Exemption	un a una a monte en la Seña deservate de la
2016 Taxes	
Summer : \$6,696.56 Summer : \$6,653.82	
Winter : \$1,737.07 Winter : \$1,725.65	
Village : Village :	
Lot Information	

OC

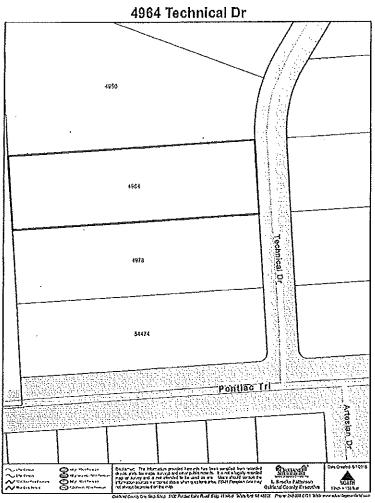
# 4964 TECHNICAL DR MILFORD MI 48381-3950

#### 16-35-351-017

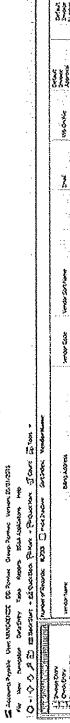
# Commercial and Industrial Property Profile

Note: Please be advised the data included in Property Gateway originates from multiple local municipalities. Data, in regard to properties, may be classified and updated differently by municipalities. If you have any questions, please contact the local community where the data originated.

	Buildin	g/Section 1	
Building	:1	Used As	: Warehouses -
			Distribution
Year Bull	: 1989	Effective Year	; 1989
Class	: C	Quality	: Average
No of Storles	:1	Height Per Story (feet)	:21
Avg Square Feet	: 6,752	Elevalors	: N
Sprinklers	::N	Identical Units	-: <b>1</b>
Total Building Square	: 6,752		
Foolage			
No lum	o sum improvements D	ata Available for B <u>uildi</u>	ng/Section1
	<b>5</b> 54114 (0 - 4		
		1 Yard Adjustments	
Description	: Paving (Asphalt)		
Square Feet	: 16,509	Units	n <mark>(L</mark> assing)
Description	: Paving (Concrete)		
Square Feet	( 481	Units	: L



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Skin Havin Lins > Accessibility Options > r sasia. SBA Profile Privacy Statement (Back to Profile List, or use Back button) Identification, Location & Contacts This profile was last updated: 10/06/2014 Expired Status: User ID: P1898499 Name of Firm: Merio Construction Company Inc Trade Name ("Doing Business As ..."): DUNS Number: 174928770 174928770 Parent DUNS Number: Address, line 1: 4964 TECHNICAL DR Address, line 2: City: MILFORD State: ы 48381-3950 Zip: Phone Number: 248-714-5486 Fax Number: E-mail Address: CHRIS@MERLOMI.COM WWW Page: E-Commerce Website: CHRISTINE KOTOUCEK **Contact Person:** County Code (3 digit): Congressional District: 125 11 Metropolitan Statistical Area: 2160 CAGE Code: 78FN2 Year Established: 1991 [ ] Yes (X) No Accepts Government Credit Card?:

(Note: Size information is now under "NAICS Codes with Size Determinations by NAICS", below.)

Organization, Ownership & Certifications

Legal Structure: Ownership and Self-Certifications:

GSA Advantage Contract(s):

#### **Current Principals**

(none given)

#### "Business Development Servicing Office" (for certifications)

MICHIGAN DISTRICT OFFICE (SBA office code 0515)

#### 8(a) Certification:

SBA 8(a) Case Number: SBA 8(a) Entrance Date: SBA 8(a) Exit Date:

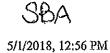
#### Small Disadvantaged Business Certification:

SDB Entrance Date: SDB Exit Date:

HUBZone Certification:

HUBZone Certified?: HUBZone Certification Date: [ ] Yes (X] No

8(a) Joint Venture Certification:



8(a) JV Entrance Date: 8(a) JV Exit Date:

Non-Federal-Government Certifications:

(none given)

Products & Services

Capabilities Narrative:

(none given)

Special Equipment/Materials:

(none given)

Business Type Percentagest

(none given)

**Bonding Levels** 

Construction Bonding Level (per contract)	(none given)
Construction Bonding Level (aggregate)	(none given)
Service Bonding Level (per contract)	(none given)
Service Bonding Level (aggregate)	(none given)

NAICS Codes with Size Determinations by NAICS:

#	Primary?	Code	NAICS Code's Description	"Buy Green"? (1)	Small? (2)
	Yes	236220	Commercial and Institutional Building Construction		Yes
2		238120	Structural Steel and Precast Concrete Contractors		Yes
	ly entering Yes for "	Buy Green", U Sives/Autober	e form asserts that it obeys EPA guidelines for environmental filendiress for this NAICS code. I of employees do not exceed the NAICS code's small business size standard.	iote, EFA guileiras do not exist fo	r every NAICS code.

Keywords:

(none given)

Miscellaneous:

Quality Assurance Standards:	(none given)
ilectronic Data Interchange capable?:	[ ] Yes [ ] H

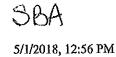
i 1 Yes [ 1 ko Export Profile (Trade Mission Online)

Exporter?: Export Business Activities: Exporting to: Desired Export Business Relationships: Description of Export Objective(s): (firm hasn't answered this question yet) (none given) (none given) (none given) (none given)



(none given)

The structure of this page was last updated 02/01/2013, as gan of SBSS 8.1.1.



Merlo Construction Co. Inc.

4964 Techical drive Milford, Michigan, 48381 United States

Organization Number

561166

County/Region

Oakland County

Website www.merloconstructionmi.com Registration date

06/10/2017

Phone

248-486-3989

Fax

248-486-8478

Email

ray@merlomi.com

- Org
   Working Categories
- Contacts
- <u>Bids</u>

- History Downloads
- <u>Notifications</u>

# **Registration Information**

Business Structure

Not Specified

Business Type

Not Specified

**Owner** Ethnicity

Not Specified

Number of Employees

11 to 50

Established Since

1991

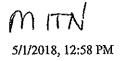
W-9 MITN 1

**MITN Purchasing Group** 

Member Since

06/10/2017

Status



Completed

Last Update Date

06/10/2017 12:27 PM EDT

Last Update By

Tony Stramaglia

Membership Lovel

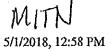
Statewide Notification

VIEW ANSWERS

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

No

Back to previous page Tenns & Conditions | Privacy Policy





# EXCAWATING

# Welcome To Merlo Construction

# Commercial Concrete, Excavating, Foundations and Underground Utilities

Whether it's underfoot or underground, the true measure of quality for concrete, excavating and underground utilities is conformity to job specifications, performance of its intended function and endurance over time. As a site work contractor, we're confident that our clients in southeast Michigan, throughout the state and the surrounding region, would agree that our work exceeds these expectations.

# **Quality Work**

At Merio Construction we pride ourselves on unparalleled quality workmanship and attention to detail. From our field specialists to our support personnel to our administrative staff, our experienced team of professionals brings their broad knowledge and innovative ideas to every project. In addition, we implement our proprietary workflow systems and efficient production methods to ensure projects stay on schedule and on budget.

# **Quality Service**

Simply pub we show up when we say we will and do what we say we can do. That's our definition of integrity – and our guiding principle.

# State of the Art Equipment

We own a complete line of late model excavating and heavy construction equipment, as well as laser concrete screeds and laser/GPS-guided buildozers that ensure a smooth, level finish.

# Services

# Concrete Flatwork

- Slab on Grade
- Superflat Floors (Ff/Fi)
- Slab on Deck
- Elevated Slabs
- Topping Stats

# Excavating

- Demolition
- Clearing and Grubbing
- Erosion Control
- Mass Grading and Hauling
- Fine Grading

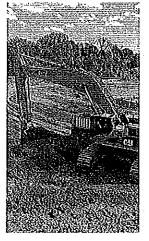
#### **Underground Utilities**

- Storm Sewer
- Stormwater Retention
- Systems
- Sanitary Sewer
- Water Main

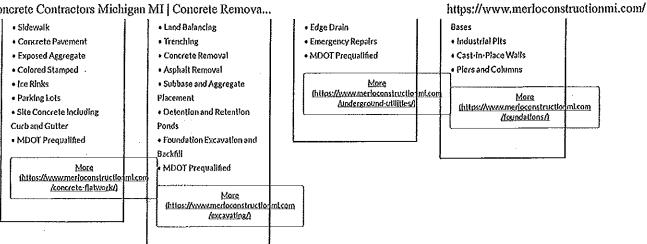
### Foundations

- Structural Concrete
  - Grade Formed or Trench
  - Footings • Formed Foundations
  - Machine and Equipment

website



### Commercial Concrete Contractors Michigan MI | Concrete Remova...



# **Our Awards**



'Award of Excellence' 2015 Michigan Concrete Association Project: Cherry Hill Presbyterian Church, Dearborn, MI

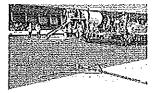
MCA conducts an annual "Excellence in Concrete" awards program which honors outstanding concrete projects that were constructed in the previous year. The award plaques are presented at the annual workshop and conference, which is typically held In February.

'Project of the Year' 2013

Ohio Concrete Association Project: FedEx Distribution Center, Ohio



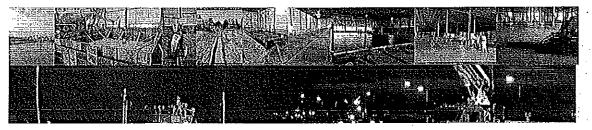
Details: Merlo Construction, with the help of Ohio Concrete, persuaded the owners to switch from an asphalt design to a 6.5" 20year concrete design for their new distribution center. Merio Construction utilized a Somero Laser Screed to place and finish over 1,000,000 SF of Exterior Concrete Paving, while All Ohio Ready Mix set up a batch plant on-site to meet the production rates required.



2

What they sald: "Standout Contractor: Despite the high level of competition amongst the many applicants for this award, Merlo Construction prevailed as the winning contractor due to their ability to combine technical knowledge in Concrete as well as Site Excavation in order to value engineer this project into viability."

# **Our Projects**



View More



website

5/1/2018, 12:59 PM

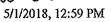


Earthwork Video #2 tran Urala Construction

63:59

# **Contact us**

Corporate Office in Southeast Michigan	Name*
4964 Technical Drive	
Milford, MI 48381	First
Call Us: <u>(248) 714-5486</u>	Last
Northern Michigan Branch Office:	Email *
3147 S MI 29,	
Sault Ste. Marie, MI 49783	Phone *
Call Us: <u>(248) 714-5486</u>	
	Your Message *
	· ····································
	Submit
Loca	tion
View Inpermop	Aissi Teconecia Dino Persist Tod Google Usp Deposits mage or
(https://www.facebo	<u>pok.com/Merlomi/)</u>
(https://www.linkedin.co	



#### CITY PONTIAC

BID OPENING FOR

2018 SIDEWALK IMPROVEMENT PROGRAM

2:00 PM., TUESDAY, APRIL 23, 2018

relimina	y Bid Tabulation	81d Opening: 4-			Opened by; CITY CLERK And	ette Wesley		Witnessed by: Mich	ele MeKenzie		Witnessed by: J Bolint		
	2018 SIDEWALK IMPROVEMENT PROGRAM					2018 SIDEWALK IMP	ROVEMENT PROG	RAM		2018 SIDEWALK IMPROVEMENT PROGRAM			
		2		MERLO	LOW BIDDER	KOALA-T	SECOND LOW BRODER	GREAT LAKES	THIRD LOW BIDDER	LACARIA	FOURTH LOW BIODER	AUDIA	FIFTH LOW BIDDER
ПЕМ СООС	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Hower, Rom	13,550	\$Y	2 9,0	\$ 121,850,0	5 9,00	\$ 121,950,00	\$ 15,00	\$ 203,250,00	\$ 24.00	\$ 325,200,00	3 4.50	5 50,975.0
2	Sidewalk, Conc, 4 inch	\$7725	5F	3 4,0	5 \$ 355,290,2	5 3 5,65	\$ 405,640,25	\$ 4.20	\$ 388,445,00	5 5,20	\$ 484,085,25	5 7,30	\$ 548,287.7
3	Sidewalk, Conc. 6 Inch	23,355	SF	\$ 6.0	5 \$ 141,297,7	5 5 6,15	\$ 140,600.25	\$ 8,20	\$ 144,801.00	\$ 5,55	5 129,520,25	5 7,95	\$ 185,672.2
4	Sidewalk, Conc. 8 Inch	315	ŝf	\$ 8,0	5 \$ 2,535,7	5 \$ 5,30	\$ 1,984,50	\$ 8,75	\$ 2,758,25	\$ 5,50	\$ 2,047,50	3 8,50	\$ 2,677.5
5	Hend Patching	360	Ton	\$ 200.0	5 75,000,0	5 150.00	\$ \$8,500.00	\$ 230.00	\$ 89,700.00	\$ 125.00	\$ 45,750.00	5 500,00	\$ 195,000,0
6	Root/Stump Romovat	900	EA	\$ 75.0	\$ 87,500,0	¢ \$ 20,00	\$ 18,000,00	\$ 120,00	\$ 108,000,00	\$ 200,00	\$ 180,000,00	\$ 100,00	5 00,000,0
				AMOUNT		AMOUNT	\$ 839,714.00	AMOUNT		TOTAL 910 AMOUNT	2 \$ 1,749,003.00	TOTAL BID AMOUNT	\$ 1,182,012.5

Prelimina	ry Bid Tabulation	Bid Opening:	423-12 @	2:00 pm		Opened by: CITY CLERK Anne	tte Wesley		Witne	ssed by: Miche	lle McKenzie		Witnessed by: J Balline		
		2018 SIDEWALK IM	PROVEM	ENT PROC	3ram			2018 SIDEWAL	(IMPROVEN	ENT PROG	RAM	:			
				JIS CONT	'n	SIXTH LOW BLODER	GIBRALTER	SEVENTH LOW BID							
ITEM CODE	ITEM DESCRIPTION	QUANTIT	י מאמ	UNI	PRICE	AMOUNT	UNIT PRICE	AMOUNT							
Ť	Sidewalk, Rom	13,550	ŞY	3	17.00	z 230,350.00	\$ 32,87	\$ 446	339.50				······································		·····
2	Sidewatk, Conc, 4 Inch	87725	्र	3	9,00	\$ 701,800,00	5 8,37	s 734	258.25						
э	Sidewalk, Cone, 6 Inch	23,355	স্থ	3	8.15	\$ 190,343,25	S 0,40	\$ 216	537.00					1	
4	Sisiewsik, Cono, 8 Inch	315	SP	\$	9.20	\$ 2,898,00	5 11,10	\$	408,50						
5	Hand Patching	390	Ton	\$	240.00	5 132,600.00	\$ 225.00	\$ 87	750.00				·····		
6	Root/Stump Removal	900	EA.	12	100.00	\$ 90,000.00	5 150.00	5 135	000.00						``````````````````````````````````````
					TOTAL MID	\$ 1,347,981.25		\$ 1,625	430,25	AMOUNT -		TOTAL NO AMOUNT -	•	TOTAL HID AMOUNT -	· .

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SEVEN RESPONSIVE BIDDERS FOR PROJECT

\*\*\*\*Corrected by City of Pontlac

Created By Jack Cady

٠

For City Engineer J. Balint

24-Apr-18

Sheetlof1

|--|

# Matching Supplier List

Created by: Created on: Solicitation: Showing: Michelle McKenzie 03/26/2018 03:51 PM EDT Sidewalk Program - CDBG - 2018 Sidewalk Improvement Program All

#### Contact Orcanization 32 North Construction PO Box 636 Aaron Miller 32northconst@gmail.com 586-818-0118 Org. Number: 567091 Richmond, Michigan, 48062 United States Aaron Miller 32northconst@gmail.com 586-818-0118 A LAND CONSTRUCTION INC 21733 HICKORYWOOD DR DEARBORN HEIGHTS, Michigan, 48127 ALL GHOUL alandconstruction1@yahoo.com 313-359-5510 Org. Number: 560087 影响和新知识影响 United States ALI GHOUL alandconstruction1@yahoo.com 313-359-5510 A1 Utility Contractor, Inc. 2295 Lone Pine Rd. Troy Lyons troylyons1@netscape.net 989-324-8581 Org. Number: 562322 Gaylord, Michigan, 49735 United States Troy Lyons troylyons1@netscape.net 989-324-8581 Action Traffic Maintenance INC 5182 South Saginaw Tom Peake tom@actiontraffic.net 810-695-7516 Org: Number: 557747 Flint, Michigan, 48507 United States Tom Peake t.peak@comcast.net 810-695-7516 Adj Excavating, Inc Org. Number: 556476 47301 Feathered Court Arnold Recchia ron@adjexcavating.com 810-560-7018 Shelby Township, Michigan, 48315 United States Arnold Recchia recchia@comcast.net 810-560-7018 Advanced Building Group, LLC 20260 Sherwood St Scott Richardson srichardson@advancedbg.com 313-974-6153 Org. Number: 561746 Detroit, Michigan, 48234 United States Scott Richardson srichardson@precision-cg.com 313-974-6153 Advanced Concrete USA, Inc. Org. Number: 566577 1190 Decker Road Suite A Mark Asmar estimating@advancedconcreteusa.com 248-960-3738 Walled Lake, Michigan, 48390 United States Advanced Geomatics (Survey DBE) 48800 W, 10 Mile Rd. Lawrence Feindt Infeindt@advancedgeomatics.com 248-344-2077 ext 211 Org. Number: 560162; Novi, Michigan, 48374 United States Amy C. Feindt acfeindt@advancedgeomatics.com 248-344-2077 Lawrence R. Feindt Infeindt@advancedgeomatics.com 248-344-2077 Affordable Contracting Org. Number: 561979 88 Old Kawkawlin Road Darrin Rabidoux affordable69@hotmail.com 989-667-4310 Bay City, Michigan, 48706 United States Darrin Rabidoux affordable69@hotmail.com 989-667-4310 AGC CONCRETE INC 321 N Gratiot Andrew Gagnon andrew@agcconcrete.com 586-771-9799 Org: Number: 564887 Mount Clemens, Michigan, 48043 United States! Daniel Feys dfeys@agcconcrete.com 248-515-6266 Aging In My Place mobility services lic 3819 Clintonville Rd. Lise Wallace Iwallace@aginginmyplace.com 248-674-7488

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Organization	Address	Contact	Emal	Phone
Org. Number: 564439	Waterford, Michigan, 48329	Lise Wallace	lwallace@aginginmyplace.com	248-674-7488
Ahem Contracting Inc. Org: Number: 558896	25875 New Forest Court Chesterfield, Michigan, 48051 United States	James Ahem James Ahem	ahemcontracting@yahoo.com jamesahem47@sbcglobal.net.	810-343-0403 810-343-0403
Ahem Contracting, Inc. Org. Number: 601625	25875 New Forest Court Chesterfield, Michigan, 48051 United States	James P Ahem	unknown@no-reply.com	8103430403
Alelli Construction Company, Inc. Org. Number: 556211	47850 Van Dyke Avenue Shelby Township, Michigan, 48317 United States	Paolo lacobacci Paolo lacobacci Sergio lacobacci	info@siellicc.com paolo@aiellicc.com info@aiellicc.com	586-792-1890 586-792-1890 586-792-1890
Ajax Materials Corporation Org. Number: 556843	P.O. Box 7058 Troy, Michigan, 48007 United States	Brian Borich	bborich@ajaxpaving.com	248-244-3355 ext. 3337
	United States	Brian Borich	bborich@ajaxpaving.com	248-244-3355
		Mark Boden	mboden@ajaxpaving.com	248-244-3355
Ajaz:Paving Industries Org. Number: 556501	1957 Crocks Road Troy, Michigan, 48084 United States	David Cowper	ccowper@ajaxpaving.com unknown@no-reply.com	248-244-3300 ext. 3308 248-244-3300
Al's Asphalt Paving Co., Inc.	25500 Brest Road Taylor, Michigan, 48180	Edward Swanson	ed@alsasphalt.com	734-946-1880 ext. 34
Org. Number: 556727	Taylor, Michigan, 48180 United States	Dave Coppola	dave@aisasphalt.com	734-946-1880
Alastra Construction Org: Number: 553260	1149 Lincoln Wyandotte, Michigan, 48192 United States	Vita Alastra Joe Alastra	alacon2v@att.net joealastra@wyan.org	734-284-2422
Alexander Transport, Inc.	2610 Sylvia	Alexander McMillian	alextransport@att.net	313-565-6352
Org. Number: 558592	Inkster, Michigan, 48141 United States	Alexander McMillian	alextransp@aol.com	313-565-6352
All Phaze Construction LLC Org: Number: 560781	11111 Telegraph Carleton, Michigan, 48117 United States	Eric Blaz	eric@apc-mi.com blazcompanies@yahoo.com	734-654-2600
All Prop LLC	6327 W Coldwater Rd	Matt Goss	matt@goallprop.com	810-867-4935 ext. 107
Org, Number: 561376	Flushing, Michigan, 48433 United States	Matt Goss	matt@goallprop.com	810-867-4935
All Season Builders, Inc. Org.: Number: 564681	1265 W, Chapman Road Mt: Pleasant, Michigan, 48858 United States	Philip Schafer Philip Schafer	eliseasonbuildersinc@juno.com aliseasonbuildersinc@juno.com	989-866-2458 989-866-2458
all seasons underground construction inc. Org. Number: 900431	5687 pawson rd. tipton, Michigan, 49287 United States	ken r colley	aliseasonsunderground2009@yahoo.com	5176731561

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Organization	Address	contact.	Emai	Phone
All Tech Solutions of Michigan Org. Number: 565929	3851 Model Court SE Suite 400 Grand Rapids, Michigan, 49512	justin onell	justin@atsolutions:tech	516-448-4660 ext. 516
	United States	justin oneil	unknovm@no-reply.com	516-448-4660 ext. 616
All Tech Solutions of Michigan Org. Number: 603994	3851 Model Court SE Suite 400 Grand Rapids, Michigan, 49512 United States	Justin Oneil	justin@atsolutions.tech	6169710385
Allied Building Service Company of Detroit, Org. Number: 556652	Inc. 1801 Howard St. Detroit, Michigan, 48216 United States	PM Director	pmdirector@teamallied.com	313-230-0799
Alpine Engineering, Inc. Org. Number: 561131	46892 West Road, Suite 109 Novi, Michigan, 48377	Ginger Michalski-Wallace	ginger@alpine-inc.net	248-926-3701
	United States	Ginger Michalski-Wallace	ginger@alpine-inc.net	248-926-3701
Amalio Corporation Org. Number: 560241	6655 Cotter Avenue Sterling Heights, Michigan, 48314	Patrick McRoberts	amalioestimating@comcast.net	586-731-6804
	United States	Anthony Amalio	aamallo@amaliccorp.com	586-731-6804
		John Amalio	jaamalio@amaliocorp.com	586-731-6804
American Excavating Org. Number: 562732	3389 Hack Rd. Saginaw, Michigan, 48601	Zachary Bimbaum	zac@americanexc.com	989-752-4780
	United States	Zachary Bimbaum	zac@americanexc.com	989-752-4780
American Pavement Sawing Org. Number: 685880	32840 Manor park Garden City, Michigan, 48135 United States	john segasser	sawconcrete@aol.com	7342661770
American Pavement Sawing, LLC Org. Number: 559096	32840 manor park drive Garden City, Michigan, 48135	John Segasser	sawconcrete@aol.com	734-320-5626
	United States	John Segasser	sawconcrete@aol.com	734-320-5626
Angelo lafrate Construction Company Org. Number: 557122	26300 Sherwood Warren, Michigan, 48091 United States	Hal Howlett Hal Howlett	hhowlett@iafrate.com unknown@no-reply.com	586-756-1070 ext 113
Anglin Civil Org. Number: 559183	13000 Newburgh Road	Josh Malik	josh@anglincivil.com	248-595-4055
Olg. Number: 559 (83	Livonia, Michigan, 45150 United States	Ben Brueck	ben.brueck@anglincivil.com	303-319-2219
		Doug Anglin II	doug2@anglincivil.com	248-866-7789
······································		Steve Smith	steve.smith@anglincivil.com	248-397-4200
Ahlaan Corporation Org. Number, 560351	PO Box 599 Grand Haven, Michigan, 49417	Nate Wagenmaker	natewagenmaker@anlaan.com	616-846-8442 ext. 111
	United States	Nick Baker	nick@anlazn.com	616-846-8442
		Ryan O'Donnell	ryanodonnell@anlaan.com	616-845-8442
Arisco Contracting Group, Inc. Org, Number: 562140	31485 Groesbeck, Suite B Fraser, Michigan, 48026	Kathleen Lauwers	sales@arisco.C0	313-432-2220
	United States	Kathleen Lauwers	unknown@no-reply.com	313-432-2220

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Page 3 of 44

O:ganzation	Address	Contact	Emai	Phone
Ansteo Construction Company Org. Number: 558336	12811: Farmington Road Livonia; Michigan, 48150 United States	Darryl Schneider	dschneider@ansteo.com	734-427-9111 ext. 1508
		Joe Jendrusik	jjendruslk@aristeo.com	734-367-1555
		Kirk Peilet	kpeilet@aristec.com	734-427-9111
Arrow Concrete Cutting, Inc. Org. Number: 560575	P.O. Box 1095 Monroe, Michigan, 48162	Denise Miller	unknown@no-reply.com	734-241-8050
	United States	Scott Gedelian	Arrowconcrete1090@att.net	734-241-8050
Asphalt Specialists, Inc. Org. Number: 556546	1780 East Highwood Pontiac, Michigan, 48340 United States	Paul Myers	pmyers@asipaving.com	248-6487502
ATC Group Services LLC	46555 Humboldt Drive	Karen Wren	karen.wren@atcassociates.com	248-669-5140 ext. 132
Org. Number: 557332	Novi, Michigan, 48377 United States	Dave Paholak	david.paholak@atcassociates.con	248-669-5140
Audia Concrete Construction, Inc. Org. Number: 557441	P.O. Box 72 Milford, Michigan, 48381	Ronetta Audia	raudia@audiaconstructioninc.com	248-676-9570
	United States	Ronetta Audia	raudia@audiaconstructioninc.com	248-676-9570
Austin Morgan Companies, LLC Org. Number, 556184	PO Box 1159 Flint, Michigan, 48501 United States	Christie Rasins	Info@austinmorgan.com	810-407-7495
		Christie Rasins	unknown@no-reply.com	810-407-7495
······································		Randy Rasins	Randy@austinmorgan.com	810-407-7495
Axiom Construction Services Group, LLC Org. Number: 560815	E M-36 Whitmore Lake, Michigan, 48189 United States	Deib Mougrabi Deib Mougrabi	dmougrabi@axiomcsglic.com dmougrabi@axiomcsglic.com	248-446-1104 248-446-1104
Axiom Construction Services Group, LLC Org. Number: 780245	7789 East M-36 Whitmore Lake, Michigan, 48189 United States	Deib Mougrabl	estimating@axiomcsgllc.com	248-446-1104
B & J Parking Lot Maintenance, Inc. Org. Number, 556165	12207 Inkster Rd.	Susan Romas	bandjsweep@gmail.com	734-941-7570
og. winder boorde	Taylor, Michigan, 48180 United States	Susan Romas	unknown@no-reply.com	734-941-7570
Bailey Excavating, Inc. Org. Number, 561408	1073 Toro Drive Jackson, Michigan, 49201	Jacob Bailey	. jacobbailey@bailey-excavating.com	517-750-3030
	United States	Jacob Bailey	jacobbailey@bailey-excavating.com	517-812-7515
·		Rhonda Blair	rhondablair@bailey-excavating.com	517-206-0790
BARNSCO, INC. Org. Number: 559453	975 Ladd Rd. Walled Lake: Michigan, 48390	Tim McManaman	tricmanaman@barnsco.com	248-658-2849
	United States	David Crandali	dcrandali@barnscc.com	248-668-1010 ext. 3225
BARRIENTOS CONTRACTING	1413 philomene	Erik Barrientos	BARRIENTOSCONTRACTING@GMAIL.COM	734-512-6761
Org. Number: 567915	lincoln park, Michigan, 48146 United States	erik barrientos	BARRIENTOSCONTRACTING@GMAIL.COM	734-512-6761

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an na ba' ang		ANARAN DIRAWANG KANAN MANANAN MANANAN MANANAN MANANAN MANANAN MANANAN MANANANAN		
Organization	Adoress .	Contact	Email	Prone
BBEK Environmental Org. Number: 563228	24808 Thomas Warren, Michigan, 48091	Kevin Woods	environmental@bbekconstruction.com	313-492-1854
	United States	Kevin Woods	environmental@bbekconstruction.com	313-492-1854
Bees Prep and Asphalt Inc, Org, Number: 568503	1035 Beech St Lansing, Michigan, 48912	John Botello	beesasphalt@yahoo.com	517-719-6127
-	United States	John Botelio	beesasphalt@yahoo.com	517-719-6127
Benchmark Construction Co Org. Number: 604820	2260 Southwind Blvd Bartlett, Illinois, 60103 United States	Dominick Fiordirosa	dominickf@bmk8.com	630-497-1700 ext. 255
BENKARI LLC Org. Number: 610006	18427 W MCNICHOLS DETROIT, Michigan, 48219	A.K. Bennett	akbennett@benkari.net	3135920618
	United States	Pat DeBolt	estimating@benkari.com	3135920618
Berkshire Development Org. Number: 559202	525 Golf Crest Dearborn, Michigan, 48124	Sam D Sala	Berkshireconst@yahoo.com	313-715-4727
	United States	Sam D Sala	Berkshireconst@yahoo.com	313-715-4727
Bernco, Inc. Org. Number: 556192	20816 Eleven Mile RoadSuite 202 St. Clair Shores, Michigan, 48081 United States	Bernard Cattivera	berncoinc@msn.com	585-445-3700
Best Asphalt, Inc. Org.: Number: 559302	6334 N. Beverty Plaza	Barb Page	, barbpage@bestasphaltinc.com	734-729-9440
Old Number 333302	Romulus, Michigan, 48174 United States	Barbara Page	ro-reply@unkown.reply	734-729-9440
		Charles Stefanko	no-raply@unkown.reply	734-729-9440
Best Practices Consulting Services Org. Number: 560427	2727 2nd Avenue	Laura Sigmon	laura.chapman@yourpracticescoach.com	313-265-3062
org. Number: 560427	Detroit, Michigan, 48201 United States	Laura Sigmon	laura.chapman@yourpracticescoach.com	810-280-4310
BETTER PROPERTY MAINTENANCE Org. Number: 838188	233231 INDUSTRIAL PARK DR STE A FARMINGTON HILLS, Michigan, 48335	JONATHAN L MORAY	ACKER2306@MSN.COM	248-521-6111
Old Northber 630138	United States			
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Olg. Nullidel. 555626	United States	Daniel DiLegge	vshenoy@cvmutilities.com	586-979-0402
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Dan's Excavating, Inc. Org. Number: 557613	12955 23 Mile Road Sheby Township, Michigan, 48315	James Doescher	jdoescher@dansexc.com	586-254-2040
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Davenport Brothers Construction Co Org. Number: 560003	301 Industrial Park Dr. Belleville, Michigan, 48111 United States	Mark Davenport	mark@davenportbrothers.com Joe@davenportbrothers.com	734-697-2994 734-697-2994
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DeBuck Construction Inc. Org. Number: 872454	6226 Aubum Road Suite 1 Shelby Township, Michigan, 48317 United States	Ray DeBuck	ray@debuckconstruction.com	586-615-2254
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Organization				
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Vards Excavating, LLC	PO Box 240	Edward Ward	wardsexcavating@ispmgt.com	989-681-2736
Drg. Number: 566009	St. Louis, Michigan, 48880 United States	Edward Ward	unknown@no-reply.com	989-681-2736
Varren Contractors & Development Inc. Drg. Number: 558879	14979 Technology Dr. Shelby Twp., Michigan, 48315 United States	Nick Cerulio Uames Cerulio	nick@warrencondev.com warrencontractors@gmail.com	586-323-3350 586-323-3350
Warren Systems Drg. Number: 698918	P.O. Box 189 Lapeer, Michigan, 48446 United States	rick panduren	rick@warrensystemsinc.com	8105169650
Vashtenaw Contractors Association Drg. Number: 564067	3135 S State St #350-H Ann Arbor; Michigan, 48108 United States	Taylor Itsell Gretchen Waters	tsellt@wcaonline.org	734-662-2570
VCI Contractors, Inc.	20210 Conner	Thomas Maliszewski	wcicontractors@msn.com	313-368-2100
Drg, Number: 556585	Detroit, Michigan, 48234 United States	Thomas Maliszewski	unknown@no-reply.com	313-368-2100
Ve Preserve Michigan LLC	22750 Shevington Drive	Jason Reaves	jason@wepreservemichigan.com	248-436-2654
Drg, Number: 564538	Southfield, Michigan, 48034 United States	Jason Reaves	jason@wepreservemichlgan.com	248-436-2654
Veatherseal Home Improvements co, inc.	51682 oro dr	Albert Schadewald II	albertatweatherseal@yahoo.com	586-323-1188

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Organization	Address	Contact	Êmail	Phone
Org. Number: 560128	Shelby Twp,, Michigan, 48315 United States	Albert Schadewald II	albertatweatherseal@yahoo.com	586-615-2453
		Allen Herston	weatherseai1@comcast.net	585-323-1188
		Mike s Blair	mikeblair@wshic.com	8104599590
Weiss Construction Co LLC	400 Renaissance; Suite 2170 Detroit, Michigan; 48243	Chris Fitch	Cpfitch@weiss-construction.com	313-567-4500 ext. 226
	United States	Alan Kreyger	ajkajk1@sbcglobal.net	313-567-4500
		Sam Davis	sciavis@weiss-construction.com	313-567-4500 ext. 231
West Construction Services Org. Number: 558787	79 Oakland Avenue Pontiac, Michigan, 48342	Michael Chateau	unknown@no-reply.com	248-758-9925 ext. 104
	United States	Kyle Westberg	unknown@no-reply.com	248-758-9925 ext. 111
West Michigan Dirtworks Org. Number: 563239	P.O. Box 272 Fruitport, Michigan, 49415	Rob Lyttle	rob@westmichigandirtworks.com	231-788-0600
	United States	Rob Lyttle	unknown@no-reply.com	231-865-3333
Westshore Consulting Org. Number: 561321	2534 Black Creek Road Muskegon, Michigan, 49444	Penny Swain	pswain@westshoreconsulting.com	231-777-3447 ext. 53
	United States	Alan Hinks	pswain@westshoreconsulting.com	231-777-3447 ext. 49
		Wade VandenBosch	pswain@westshoreconsulting.com	231-777-3447 ext. 34
White Pine Building and Development LLC Org. Number, 559379	49047 Driftwood Drive Shelby Township, Michigan, 48317	Bradley Freestone	whitepinebuilding@gmail.com	586-489-3771
	United States	Bradley Freestone	unknown@no-reply.com	586-489-3771
Wilhelm & Associates Org. Number: 564575	6485 Dixle Hwy Clarkston, Michigan, 48345 United States	Lois Durocher	wilheimpro@hotmail.com	248-625-9500
		Lois Durocher	unknown@no-reply.com	248-625-9500
Wing Construction, Inc. Org. Number: 558873	8149 Millis Road Utica, Michigan, 48317	steve heike	steve@wingconstruction.com	586-739-5995
	United States	steve heike	wing@wingconstruction.com	586-739-5995
Wisneski Contracting Org, Number: 560090	35110 Mound Rd. Sterling Heights, Michigan, 48310 United States	Steven Wisneski	wisneskiinc@sbcglobal.net	810-499-2766
		Steven Wisneski	wisneskiinc@sbcglobal.net	810-499-2766
Wozniak Underground Org. Number: 560407	4220 22 Mile Road Shelby Twp., Michigan, 48317 United States	Mark Wozniak	wozniakund@comcast.net	586-697-6174
		Mark Wozniak	mwozniak@wowway.com	586-697-6174
Wozniak Underground Org. Number: 879525	4220 22 Mile Road Shelby twp, Michigan, 48317 United States	Mark Wozniak	wozniakund@comcast.net	2484313221
Young's Environmental Cleanup Org. Number: 556871	G-5305 North Dort Highway Flint, Michigan, 48505	Kris Thiel	bid@yeci.us	810-789-7155
org. (Milloci, ocoor)	United States	Joe Fisher	jfisher@yeci.us	810-397-4522
Z Contractors, Inc.	50500 Design Lane	Blake Zapczynski	bzap@Z-contractors.com	586-255-2421
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Proarization	Address	Contact	Email	Phone
Org. Number: 561512	Shelby Township, Michigan, 48315 United States	Dana Youmans	dyoumans@z-contractors.com	586-625-8899
		Michael Phelps	mpheips@Z-contractors.com	248-330-2041
Zito Construction Co. Org: Number: 559703	8033 Fenton Road Grand Blanc, Michigan, 48439 United States	Eric Bessolo Dan Zito	ebessolo@zitoconstruction.com mailbox@zitoconstruction.com	810-695-9025 810-695-9025
Zuniga Cement Construction Inc. Org. Number, 557436	22500 Ryan Rd Warren, Michigan, 48091	Tomas Zuniga	zunigacement@aol.com	586-754-5900
	United States	Tomas Zuniga	unknown@no-reply.com	586-772-5400

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## DATED 04/13/2018

## ADDENDUM NO. 1 TO THE REQUEST FOR BIDS FOR

## 2018 CDBG Sidewalk Improvement Program

The following modifications are to be incorporated into the request for bids and contract documents for the above referenced project: <u>Changes to the solicitation:</u> ADDITIONAL LANGUAGE ADDED

## On page 12 of the bid document

## **Bid Pricing Form**

NO,	DESCRIPTION	QUANTITY / UNIT	 UNIT PRICE	AMOUNT
6	Root / Stump Removal	900 EACH	\$ 	\$

## On page 30 of the bid document

# SPECIAL PROVISION FOR TREE ROOT / STUMP REMOVAL DESCRIPTION

The contractor shall remove all tree roots which conflict with the proposed <del>construction of new or replacement sidewalk at the grade and depth called for in the plans or</del> line and grade of replacement sidewalk, and stumps / trunks, as directed by the engineer.

## **CONSTRUCTION METHODS**

After existing sidewalk is removed to provide for the construction of said new sidewalk the contractor shall identify all tree roots and stumps / trunks which conflict with the proposed sidewalk construction.

Upon-consultation with the Engineer, direction will be given relative to the method to be used in removing the tree roots. In cases where the tree is to be saved / protected the roots are to be removed by an approved method to limits directed by the Engineer.

The existing tree roots and stumps / trunks, which interfere with the correct line and grade of replacement sidewalk, shall be removed with sharp tools designed for tree root and stump / trunk removal. The contractor shall cleanly and accurately remove tree roots and stumps / trunks to the conflict limits identified by the engineer based on individual site conditions. The contractor shall remove roots and stumps / trunks by machine saw cutting or grinding which are not exceedingly destructive to the tree or its root system. Root removal, which can be achieved by the use of hand shovel or pruning shears, will not be considered for payment. The contractor shall be responsible for the disposal of all material generated from this work.

#### MEASUREMENT AND PAYMENT

The work of removing tree roots shall not be paid for separately, but shall be considered incidental to the appropriate construction item as shown in the plans or as directed by the Engineer. be paid for at the contract unit price for the following contract pay item: Root / Stump Removal Each \$\_\_\_\_\_\$

The page revisions are attached to this addendum, for your convenience.

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

Michelle McKenzie, Purchasing Agent, City of Pontiac, MMcKenzie@pontiac.mi.us Direct: (248)758-3120



PC NS

## **Financial Services – Purchasing Division**

## NOTICE

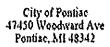
Thank you for your inquiry regarding the City of Pontiac project listed below:

## 2018 CDBG SIDEWALK IMPROVEMENT PROGRAM

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

Firm Name:	
Project Name:	
Firm's Contact Person:	
Telephone Number:	
Fax Number:	
E-Mall Address:	
Postal Address:	

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





# REQUEST TO SUBMIT BIDS FOR 2018 CDBG SIDEWALK IMPROVEMENT PROGRAM FOR THE CITY OF PONTIAC

The City of Pontiac, Michigan (The City) is requesting bids for providing 2018 CDBG Sidewalk Improvement Program for the City of Pontiac.

Sealed bids will be received at the City of Pontiac Clerk's Office at 47450 Woodward Avenue, 1<sup>st</sup> Floor, Pontiac, MI 48342 plainly marked with "2018 CDBG Sidewalk Improvement Program" until 2:00 p.m. EDT; Monday, April 23, 2018, at which time they will be publicly opened. It is the offeror's sole responsibility to ensure that their bid is physically deposited to the Clerk's Office prior to the time and date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the offeror. (NOTE: Electronic or faxed submissions will not be accepted)

A Mandatory Pre-Bid Conference will be conducted at 10:00 arm., local time, on Wednesday, April 2018 in the City of Pontiac Lion's Den located on the main floor of the Pontiac City Hall, 47450 Woodward Avenue, 1<sup>st</sup> Floor, Pontiac, MI 48342.

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

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

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

Any interpretation, correction, or change of this document will be made only by written addendum hereto. Any interpretation, correction, or change made in any other manner will not be binding on the City and proposers shall not rely thereon. All inquiries are to be made in writing to <u>Michelle</u> <u>McKenzie</u> and be received <u>no later than</u> five working days prior to the scheduled opening (these may be hand-delivered, mailed, or faxed to (248) 758-3197 or emailed to

<u>MMcKenzie@pontiac.mi.us</u>). A written response, if provided, will be in the form of an addendum to the Bid and will be sent to all document holders on file with the Purchasing Office. Any addendums issued will be located on the Pontiac's website

<u>http://www.pontiac.mi.us/departments/finance/purchasing.php.</u> Its receipt must be duly acknowledged with any submission. Please refer to the website for any addenda that may be issued. Bidders who submit bids before the deadline are advised to continue to monitor the

2018 CDBG Sidewalk Improvement Program

website for any addenda that may be issued. Bid packages will also be available upon request through the Purchasing Office located at 47450 Woodward Avenue, 2<sup>nd</sup> Floor, Pontlac, MI 48342.

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

With regard to construction, of the 2018 CDBG Sidewalk Improvement Program, the successful proposer shall agree to indemnify and hold the City harmless from any and all claims whatsoever arising out of, or occurring during, the performance of the services and occasioned directly or indirectly by its error or omission, negligence, or fault.

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

All work performed by the contractor and subcontractors shall comply with the pertinent OSHA (as stated above), local, state, and federal government regulations.

The winning bidder cannot be debarred by the federal government. (www.epls.gov)

The project is a Community Development Block Grant (CDBG) funded project and subject to Prevailing Wage Regulations as dictated by the Davis-Bacon Act and Section 3 requirement. Construction work that is financed with Federal funds must adhere to certain Federal labor standards requirements. The project requires that workers receive no less than the prevailing wages being paid for similar work in the same area. The contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin, in accordance with Executive Order 11246 (Egual Employment Opportunity and Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity), and that the contractor will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended. Minority, female, and Section 3 contractors are specifically invited to bid on this contract. The city also request general contractors to use minority, female, and Section 3 residents and subcontractors whenever possible. Contractor must comply with the Davis Bacon Act. July 2, 1964, Title 40§ 276A, the Equal Employment Opportunity Act, September 28, 1965, No 11246, all United States Department of Labor Regulations and Standards, Title 29, 1, 3, and 5, and Title 18 U.S.C., Section 874, known as the "Anti-Kickback Act", and the Federal Occupational Safety and Health Act of 1970.

This is a Federally Funded project. The contractor and subcontractors on this project must comply with HUD contract provisions 24CFR part 85.36(i), Nondiscrimination, Equal Employment Opportunity, Affirmative Action, Section 3 requirements, Anti-Kickback Act, Federal Occupational Safety and Health Act and Department of Labor Standards and Regulations as set forth in the Contract Documents. This municipality is an Equal Opportunity Employer. Businesses owned by women or minorities are strongly encouraged to bid.

BIDS DUE: Monday, April 23, 2018 at 2:00 PM EDT NUMBER OF COPIES TO SUBMIT: TWO (2), one original and one copy

## I. PURPOSE

The purpose is to procure and hire a vendor through a request for proposal process to provide sidewalk improvements at various locations throughout the City. Contractor is to provide for the completion of the work in every detail as described therein. The Contractor shall furnish all labor, materials (except as otherwise specified), equipment, tools, transportation, and necessary supplies, as may reasonably be required to complete the work in accordance with the specifications.

The intention of the City is to award the contract for this job to <u>the lowest responsible</u> <u>bldder</u> whose skill set, past work history, and cost are equal to the task of completing the work in a satisfactory manner in the time period specified by the City. The successful respondent will demonstrate <u>five (5) years of experience</u> in this particular class of work.

The qualified contractor and subcontractors shall have proper credentials, certifications and licenses required by the City, County, State, and Federal Government to perform this particular class of work.

## 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 sidewalk improvements at various locations in the City of Pontiac.

## III. DESCRIPTION OF SERVICES

## **GENERAL**

The following scope of work and technical specifications shall apply to the sidewalk improvements. Reference to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the company in interpreting the requirement of the City of Pontiac and should not be construed as excluding bids on other types or materials, equipment and supplies unless otherwise stated. However, the company, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bld/proposal. The City of Pontiac reserves the right to determine if equipment/product or service being bid is equal to the specified equipment/product or service requested.

## SCOPE OF WORK

This work shall consist of removing and replacing concrete sidewalks of various dimensions and thicknesses. Sidewalk sections will be identified for replacement with marking paint. The contractor shall remove and dispose of 13,550 sq. yd. of concrete sidewalk; and install 87,725 sq. ft. of 4 in. concrete sidewalk, 23,355 sq. ft. of 6 in. concrete sidewalk, 315 sq. ft. of 8 in. concrete sidewalk, and 390 tons of hand patching.

Adjacent site restoration shall be incidental to this work, and shall include concrete and debris removal, restoration of disturbed areas per specifications contained in this document.

Contractors are responsible for all permits and subject to final inspection by City Engineering Division.

Contractor may subcontract parts of work needed, but all subs must be certified and accepted by the City prior to beginning of work.

## SPECIFICATIONS

All work shall be done in accordance with the requirements of Section 803 of the 2012 Standard Specifications for Construction, except as herein modified.

## IV. REQUEST

In addition to the required form "2018 CDBG Sidewalk Improvement Program" provided here as Appendix A, all firms or individuals responding to this Bid <u>must submit complete responses</u> 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 81/2 "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.

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

m) Provide bid bond, performance bond, payment bond and maintenance & guarantee bond as outlined in section "IX. BONDING REQUIREMENTS"

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

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

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

## V. PROPOSED FEE

Provide a fee for the services requested in the Scope of Services of work in the attached "2018 CDBG Sidewalk Improvement Program" in Appendix A.

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

## VI. AGREEMENT

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 the Ethnic Ownership report, Contractor Certification, and Prime Contractor Agreement) with Oakland County;
- All CDBG Davis-Bacon documents;
- Proof of proper disposal of materials;
- Waiver of Liens for all subcontractors.

# All payments will be made by electronic deposits from Oakland County to the contractor bank account

## VII. ADDITIONAL INFORMATION:

The funding used for this program comes from the CDBG program, pursuant to the Housing and Community Development Act of 1974, as amended (the "Act"). This federal program has stringent requirements that the City and its Contractor's must adhere to in order to receive monetary reimbursement. Please review the requirements listed below and state in your bid your ability to fulfill these requirements. If you have any questions regarding federal requirements please contact Michelle L. McKenzie at (248) 758-3120. If contractor is not in possession of a Pontiac Business license then contractor shall procure said license once awarded.

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

#### VIII. SUBMISSIONS

All submissions (and original and one copy) must be hand delivered or mailed in a sealed envelope (NOTE: Electronic or faxed submissions will not be accepted) with "2018 CDBG Sidewalk Improvement Program" clearly marked on the front to by Monday, April 23, 2018 at 2:00 PM EDT to the following:

City of Pontiac Clerk's Office, 47450 Woodward Avenue, 1<sup>st</sup> 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 walve any formalities and to accept the Bid.

# IX. BONDING REQUIREMENTS

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

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

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 on 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.

d) A maintenance and guarantee bond shall be delivered to the Agency when the contract is executed on the part of the contractor for 100% of the contract price. The Contractor, as Principal, shall furnish a surety bond in a form acceptable to the City of Pontiac guaranteeing that faulty materials will be replaced and / or workmanship will be corrected to the satisfaction of the City of Pontiac. Said bond shall be for a minimum of one (1) year from the date of final acceptance by the City. Said bond shall be with a Surety Company licensed and admitted to do business in the State of Michigan and acceptable to the City of Pontiac.

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 flle City of Pontiac income tax returns reporting and paying income tax on any net profits earned in the City.

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

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

# XI. REQUIREMENTS

A MANDATORY PRE-BID CONFERENCE will be conducted at 10100 a.m., local time, on Wednesday, April 11, 2018 in the City of Pontiac Lion's Den located on the main floor of the Pontiac City Hall, 47450 Woodward Avenue, 1<sup>st</sup> Floor, Pontiac, MI 48342.

# MATERIALS AND WORKMANSHIP:

All materials shall meet the requirements of the applicable specifications and shall be installed or used in accordance with the Michigan Department of Transportation 2012 Standard Specifications for Construction, except as herein modified. Skilled workers shall do all work in a good, substantial, competent manner.

# PERMITS:

The City of Pontiac shall secure and pay for any permits, related inspections and obtain the final approvals as required by the City of Pontiac Engineering Division for the proper execution and completion of the project.

Additionally any fees or fines assessed by the City of Pontiac Engineering Division, unrelated to the initial permit application fees, as penalties for deficiencies or noncompliance with construction standards, shall be the responsibility of the Contractor.

# POSTED ON THE JOB SITE

To comply with the requirements of the CDBG Federal program requirements, the Contractor must have posted the following posters in clear site at all times during the entire time that the work under this contract is being performed:

- Employee Rights under the Davis-Bacon Act Poster (CDBG 1 required form)
- Federal (Davis-Bacon) Wage Decision (CDBG 9 required form)
- Federal Labor Standards Provisions "IT"S THE LAW" Poster

# TITLE VI COMPLIANCE

The Contractor shall comply with this Act as described hereafter.

# TITLE VI CONTRACT LANGUAGE

The City of Pontiac in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 24 USC 2000d-d4 and Title 24, Code of Federal Regulations, Department of Housing and Urban Development, Community Development Block Grant Program, Part 570, and all requirements issued pursuant to such Act, herby notifies all bidders that minority business enterprises will be afforded full opportunity to submit a bld in response to the invitation and will not be discriminated against on the grounds of gender, disability, race, color, sex or national origin in consideration for an award.

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

# 1. Compliance with Regulations

The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Housing and Urban Development, CDBG program, Part 570 (hereinafter referred to as the Regulations) as they may be

amended from time to time, herein incorporated by reference and made a part of this Contract.

# 2. Nondiscrimination

The Contractor shall comply with regard to the work performed during the Contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by these Regulations.

# 3. <u>Solicitations for Subcontracts, including Procurement of Materials and</u> Equipment

In all solicitations wither by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of material leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the Contract and the Regulations relative to nondiscrimination on the ground of race, color, sex or national origin.

# 4. Information and Reports

The Contractor shall provide all information and reports required by the Regulation or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information and its facilities as may be determined by the City of Pontiac, HUD or appropriate Federal Agency to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a Contractor is in exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to HUD or the appropriate Federal Agency as needed, and shall set forth what efforts it has made to obtain the information.

# 5. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of the Contract, the City of Pontiac shall impose such Contract sanctions as HUD or the appropriate Federal Agency may determine to the appropriate, including, but not limited to:

- a. Withholding of payment to the Contractor under Contract until the Contractor complies and/or
- b. Cancelation, termination, or suspension of the Contract in whole or in part.

# 6. Incorporations and Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontractor or procurement as the City of Pontiac, HUD, CDBG Program, or appropriate Federal Agency may direct as means to enforcing such provisions, including sanctions for noncompliance.

# **APPENDIX A**

City of Pontiac CDBG Program

> 2018 CDBG Sidewa	lk Improvement Program -	(
Bidding Contractor:	-	
Company Name:		
Representative:		
Address:	_ City:	Zip:
Office #:	_ Fax #:	<u> </u>
Cell#:	_Email:	
License#:	_Date:	

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

THIS QUALIFICATION PROPOSAL MUST BE SUBMITTED BACK TO THE CITY OF PONTIAC IN ITS ENTIRETY AS PART OF THE "CONTRACTORS" PROPOSAL SUBMISSION. MAKE SURE THAT ALL PAGES ARE COMPLETELY FILLED OUT AND THAT ALL INFORMATION REQUESTED IS COMPLETE. FAILURE TO DO SO MAY BE CAUSE TO REJECT YOUR QUALIFICATION PROPOSAL. IF A PROPOSAL IS NOT BEING SUBMITTED FOR A PARTICULAR AREA OF WORK, PLEASE MAKE A NOTATION IN THE PROPOSAL.

# **Bid Pricing Form**

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NO.	DESCRIPTION	QUANTITY / UNIT	UNIT PRICE	AMOUNT
1	Sidewalk, Rem	13,550 SY	\$	\$\$
2	Sidewalk, Conc, 4 Inch	87,725 SF	\$	\$
3	Sidewalk, Conc, 6 Inch	23,355 SF	\$	\$
4	Sidewalk, Conc, 8 Inch	315 SF	\$	\$
5	Hand Patching	390 TON	\$	\$
			Total Amount of Bld:	\$
	Contractor Acknowledges r following Addendum(s)	ecelpt of the		

Addendum No.:	Date:
Addendum No.:	Date:

# Related Project Experience:

Provide descriptions of current and completed projects your firm has performed that are similar to this project in size, scope and complexity. Information for these projects, limited to the last five (5) years:

1) Project Title:	
Project Location:	

Client's name:

Contact name, title, and telephone number:

2) Project Title:	·	 	
Project Locatio	n:		
Client's name:			

Contact name, title, and telephone number:

3) Project Title:	
-------------------	--

Project Location:	 

Client's name: \_\_\_\_\_

Contact name, title, and telephone number: \_\_\_\_\_\_

If you require more room, please submit information on another sheet.

# **CITY OF PONTIAC - QUALIFICATIONS PROPOSAL**

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

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

I attest that the proposal includes all information necessary for the City of Pontiac to accept a gualified proposal.

Company Name:	
Address:	
Representative Signature:	
Print Name:	
Title:	
Office #	Cell <u>#</u>
FAX#	
Federal Tax Identification Number:	

# APPENDIX B

Section 3 clause 135,38

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

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

# APPENDIX C CONFLICT OF INTEREST STATEMENT

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

(3) Grantees and sub-grantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or sub-grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or sub grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements. Grantee and sub grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and sub grantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Date:

Signature:		
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Printed name:

#### APPENDIX D

### INSURANCE

#### 1. INSURANCE

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

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

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Pontiac. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

- <u>Workers' Compensation Insurance</u> The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee
- 2) <u>Commercial General Liability Insurance</u> The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent: (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.
- 3) <u>Motor Vehicle Liability</u> The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 4) <u>Additional Insured</u>: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additionally Insured: <u>The City of Pontlac</u>, all elected and appointed officials, all employees and volunteers, all-boards, commissions, and/or authorities and board members, including employees and volunteers, and all consultants. It is understood and agreed by naming The City of Pontlac as additional insured, coverage afforded is considered to be primary and any other Insurance The City of Pontlac may have in effect shall be considered secondary and/or excess.
- 5) <u>Cancellation Notice</u>: All policies, as described above, shall include an endorsement stating that is it understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: <u>Michelle L. McKenzle</u>, <u>City of Pontiac</u>, <u>47450 Woodward Ave</u>, <u>Pontiac</u>, <u>MI, 48342</u>.
- 6) <u>Proof of Insurance Coverage</u>: The Contractor shall provide The City of Pontiac at the time that the contracts are returned by him/her for execution, two (2) copies of Certificates of Insurance as well as the required endorsements.

2018 CDBG Sidewalk Improvement Program

7) <u>Expiration of Policies</u>: If any of the above coverage expires during term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Pontiac at least ten (10) days prior to the expiration date.

# 3. INDEMNIFICATION CLAUSE

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

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

# 4. EXTRAS

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

### 5. EMERGENCY PHONE NUMBERS

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

#### 6. INCLUDED WORK

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

### 7. SUB-CONTRACTS

The Contractor shall not execute an Agreement with any Sub-Contractor or sub-subcontractor or permit any Sub-Contractor or sub-subcontractor to perform any work included in this Contract without the prior written consent of Owner.

Certified By:

lts: \_\_\_\_\_\_

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

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

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

1 As used in these specifications:

a, "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. ``Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. ``Minority" Includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Aslan and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian

Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted. 3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith

performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of trainees and trainees to be counted in meeting the goals, such trainees and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the trainees and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and traineeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report,

etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for traineeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

I. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or singleuser tollet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the

Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

a. The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective. [43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980] Pages added to RFP:

Special Provision for General Requirements

Special Provision for Job Site Safety

Special Provision for Use of City Water

**Special Provision for Restoration** 

Special Provision for Tree Root Removal

Special Provision for Replacement Criteria

Special Provision for Disposal of Excavated or Surplus Material

- Exhibit 1: 4" Concrete Sidewalk Removal and Replacement Detail
- 6" or 8" Concrete Sidewalk Removal and Replacement Detail Exhibit 2:
- Hand Patching Butt Joint Detail Exhibit 3:
- Region #1 Area Map Exhibit 4:
- Region #2 Area Map Exhibit 5:
- Exhibit 6: Region #3 Area Map
- Exhibit 7: Additional Removal and Replacement Locations List

Twenty (20) CDBG REQUIRED DOCUMENTS IN BID SPECIFICATIONS

- 1) **CDBG Bid Specifications - Notice Sign**
- 2) CDBG Bid Specifications - Agreement of the Prime Contractor
- 3) **CDBG Bid Specifications - Contractor Certification**
- 4) CDBG Bid Specifications - Sub Contractor Certification
- CDBG Bid Specifications WH347 Certified Payroll 5)
- CDBG Bid Specifications WH348 Stat of Com 6)
- 7) CDBG Bid Specifications - Payroll Reporting
- CDBG Bid Specifications Employee Interview form 8)
- CDBG Bid Specifications Davis Bacon Prevailing Wage Decision 9)
- CDBG Bid Specifications HUD 4010 Labor Relations letter 10)
- 11) CBDG Bid Specifications - EEO 11246
- 12) CDBG Bid Specifications - Section 3 Requirements
- 13)CDBG Bid Specifications - Ethnic Ownership Report
- 14) **CDBG Bid Specifications - HUD Contract Provisions**
- 15) **CDBG Bid Specifications - Bonding Requirements**
- 16) **CDBG Bid Specifications - Sworn Statement**
- CDBG Bid Specifications Waiver 17)
- 18) CDBD Bid Specifications - Labor Standards Compliance Requirements for Self-Employed Laborers & Mechanics
- 19) CDBG Bid Specifications - Section 3 Vicinity Hiring and
- 20) Section 3 Income Certification Form

Appendix E pages 20-24 Appendix B page 15

in RFP page 8

## SPECIAL PROVISON FOR GENERAL REQUIREMENTS 1 of 1

## NFE: JCK

03/07/2018

# SPECIFICATIONS AND CONTRACT PAY ITEMS

All work shall be done in accordance with the Michigan Department of Transportation 2012 Standard Specifications for Construction and the latest revisions to the standard details as published by MDOT, except as specifically modified in the contract documents.

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SPECIAL PROVISON FOR JOB SITE SAFETY 1 of 1

NFE: JCK

03/07/2018

#### GENERAL

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

## SPECIAL PROVISON FOR USE OF CITY WATER 1 of 1

NFE: JCK

03/07/2018

### DESCRIPTION

Water from the City of Pontlac water system is available for use by the Contractor. The Contractor <u>MUST</u> apply for and have a permit for water use in the possession of the individual taking the water from the City system. Unauthorized use will not be permitted. The City Police Department has been instructed to halt unauthorized use of City water.

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

#### MEASUREMENT AND PAYMENT

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

### SPECIAL PROVISON FOR RESTORATION 1 of 1

#### NFE: JCK

02/14/2018

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

#### DESCRIPTION

Restoration shall consist of, but not be limited to, providing all labor, materials, and equipment necessary for the preparation of the foundation for seeding, fertilizing and mulching all areas to be restored and the placement of seed, fertilizer, mulch and watering as required.

#### CONSTRUCTION METHODS

Place screened topsoil (2" depth), seed, fertilizer, and mulch at designated rates. Thoroughly water entire area upon initial placement. A minimum of two additional waterings as directed by the Engineer shall be required.

In general, restoration will be required in all areas disturbed by the Contractor's operations.

#### RATES OF APPLICATION

In those areas where restoration is required, the following rates of application will apply.

Topsoll	Screened	.2 In
Seed	. Class A Seed Mixture	220 #/Ac
	Chemical Fertilizer Nutrient, Class A	
	Mulch	

#### MEASUREMENT AND PAYMENT

The work of restoring disturbed areas shall not be paid for separately, but shall be considered incidental to the appropriate construction item as shown in the plans or as directed by the Engineer.

## SPECIAL PROVISON FOR TREE ROOT REMOVAL 1 of 1

### NFE: JCK

02/14/2018

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

#### DESCRIPTION

The contractor shall remove all tree roots which conflict with the proposed construction of new or replacement sidewalk at the grade and depth called for in the plans or as directed by the engineer.

#### CONSTRUCTION METHODS

After existing sidewalk is removed to provide for the construction of said new sidewalk the contractor shall identify all tree roots which conflict with the proposed construction.

Upon consultation with the Engineer, direction will be given relative to the method to be used in removing the tree roots. In cases where the tree is to be saved / protected the roots are to be removed by an approved method to limits directed by the Engineer.

#### MEASUREMENT AND PAYMENT

The work of removing tree roots shall not be paid for separately, but shall be considered incidental to the appropriate construction item as shown in the plans or as directed by the Engineer.

# SPECIAL PROVISON FOR REPLACEMENT CRITERIA 1 of 1

### NFE: JCK

03/07/2018

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

#### DESCRIPTION

Sidewalks identified as hazardous generally fall into one of the following categories:

- A. Vertical displacement to an adjacent flag of sidewalk is greater than 1/2 inch.
- B. The surface is spalled more than 50% and retains water.
- C. Any other condition that allows water to stand on the sidewalk or creates a danger to pedestrians.

Sidewalk may be marked for removal and replacement by individual flags (5'x5'), or an area may contain several lineal feet, depending upon condition, and leaving the adjacent sidewalk in place.

Asphalt or concrete driveways encountered in an area of sidewalk replacement shall be saw cut and removed to a typical distance of two (2) feet and replaced with in-kind materials as called for in the typical details. If, in the opinion of the engineer, more than two (2) feet is required to insure a smooth transition to the new sidewalk grade the contractor shall remove as directed. The contractor shall be paid at the appropriate unit price for the item constructed.

Drive approaches that will not match the grade of the new sidewalk shall be removed and replaced with concrete at the thickness called for on the plans and paid for at the appropriate item constructed.

The contractor shall use due care when removing sidewalk to minimize damage to the adjoining walks, driveways, trees, and other existing features. The contractor shall be responsible for damages caused by neglect or careless workmanship.

### SPECIAL PROVISON FOR DISPOSAL OF EXCAVATED OR SURPLUS MATERIAL 1 of 1

#### NFE: JCK

03/07/2018

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

### DESCRIPTION

Surplus materials such as trees, brush, stumps, culverts, and all excavated materials shall become property of the contractor. The contractor shall make their own arrangements for the disposal of all material.

Concrete and asphalt materials generated from the removal of sidewalks, drive approaches, curb and gutter, and pavement shall become the property of the contractor. The contractor shall make their own arrangements for the disposal of this material.

All materials shall be disposed of according to all applicable local, state, and federal rules and regulations.

SIDEWALK, REM-SIDEWALK, CONC. 4 INCH (AS DIRECTED BY ENGINEER) ΞX. WALK والمتحدث والمتحدث

RESTORE DISTURBED AREAS

#### SIDEWALK REMOVALS

SIDEWALKS WILL BE IDENTIFIED AND MARKED FOR REMOVAL BY THE ENGINEER. REMOVALS MAY CONSIST OF A SINGLE FLAG OR SEVERAL FLAGS AT EACH LOCATION.

#### TREE ROOT REMOVAL

THE CONTRACTOR SHALL REMOVE ALL TREE ROOTS WHICH CONFLICT WITH THE PROPOSED CONSTRUCTION OF REPLACEMENT SIDEWALKS. TREE ROOTS REMOVED SHALL BE DISPOSED OF BY THE CONTRACTOR IN ACCORDANCE WITH THE CONTRACT REQUIREMENTS. REMOVAL OF TREE ROOTS SHALL BE CONSIDERED INCIDENTAL TO THE CONSTRUCTION ITEM.

#### RESTORATION

RESTORATION OF DISTURBED AREAS SHALL CONSIST OF, BUT NOT BE LIMITED TO, PROVIDING ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY FOR THE PREPARATION OF ALL AREAS TO BE RESTORED WITH 2" TOPSOIL, CLASS A SEED, AND MULCH. RESTORATION OF DISTURBED AREAS SHALL BE CONSIDERED INCIDENTAL TO THE CONSTRUCTION ITEM.

#### SAWCUTTING

THE WORK OF PROVIDING FULL DEPTH SAWCUTTING OF PAVEMENTS SHALL NOT BE PAID FOR SEPARATELY, BUT SHALL BE CONSIDERED INCIDENTAL TO THE APPROPRIATE CONSTRUCTION ITEM AS DIRECTED BY THE ENGINEER.

#### 4" CONCRETE SIDEWALK REMOVAL AND REPLACEMENT DETAIL

N.T.S.

#### SIDEWALK REMOVALS

SIDEWALKS WILL BE IDENTIFIED AND MARKED FOR REMOVAL BY THE ENGINEER. REMOVALS MAY CONSIST OF A SINGLE FLAG OR SEVERAL FLAGS AT EACH LOCATION.

#### TREE ROOT REMOVAL

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Exhibit

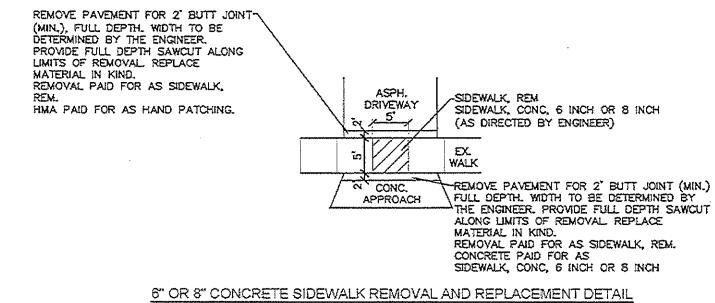
THE CONTRACTOR SHALL REMOVE ALL TREE ROOTS WHICH CONFLICT WITH THE PROPOSED CONSTRUCTION OF REPLACEMENT SIDEWALKS. TREE ROOTS REMOVED SHALL BE DISPOSED OF BY THE CONTRACTOR IN ACCORDANCE WITH THE CONTRACT REQUIREMENTS. REMOVAL OF TREE ROOTS SHALL BE CONSIDERED INCIDENTAL TO THE CONSTRUCTION ITEM.

#### RESTORATION

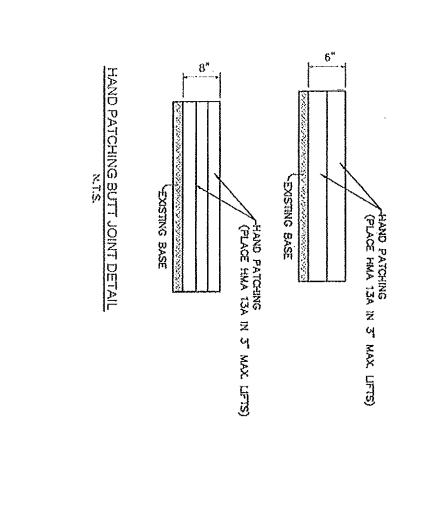
RESTORATION OF DISTURBED AREAS SHALL CONSIST OF, BUT NOT BE LIMITED TO, PROVIDING ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY FOR THE PREPARATION OF ALL AREAS TO BE RESTORED WITH 2" TOPSOIL, CLASS A SEED, AND MULCH. RESTORATION OF DISTURBED AREAS SHALL BE CONSIDERED INCIDENTAL TO THE CONSTRUCTION ITEM.

#### SAWCUTTING

THE WORK OF PROVIDING FULL DEPTH SAWCUTTING OF PAVEMENTS SHALL NOT BE PAID FOR SEPARATELY, BUT SHALL BE CONSIDERED INCIDENTAL TO THE APPROPRIATE CONSTRUCTION ITEM AS DIRECTED BY THE ENGINEER.



N.T.S.



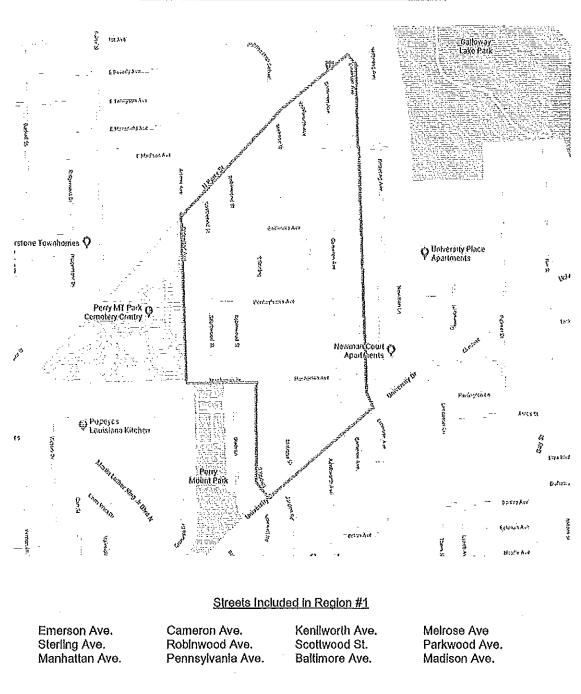


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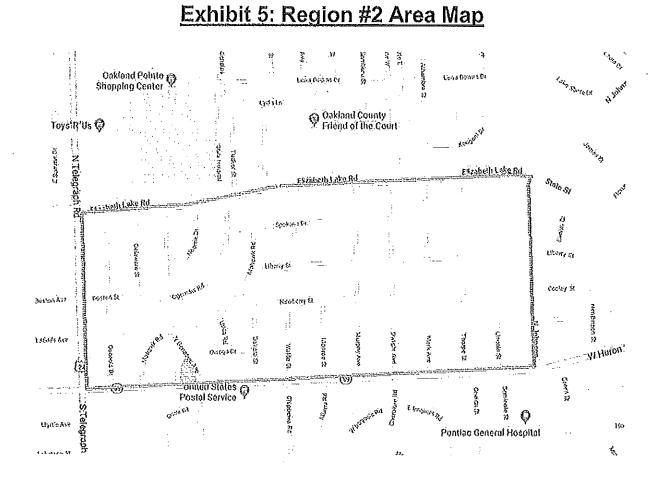
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Page 35 of 39



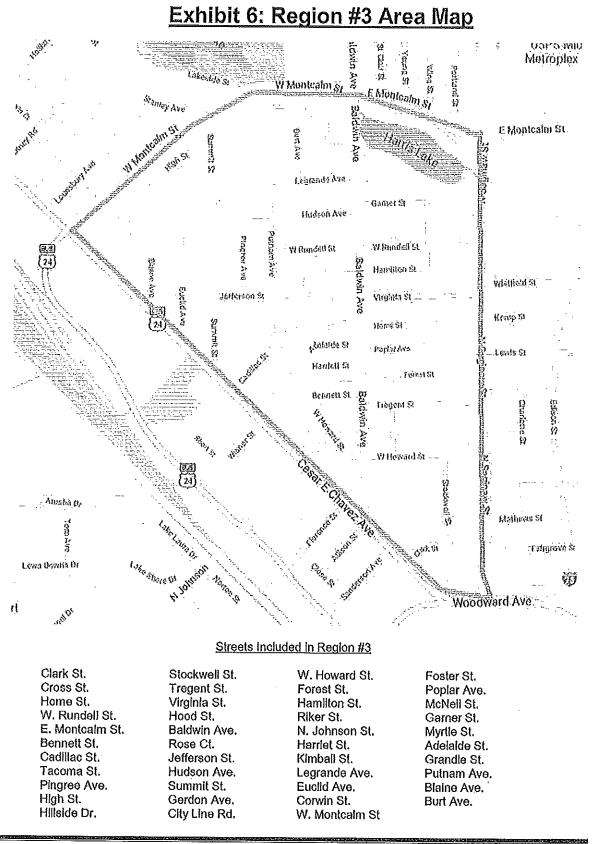
# Exhibit 4: Region #1 Area Map



## Streets Included in Region #2

Johnson Ave.	Liberty Ave.	Lincoln St.	Thorpe St.
Mark Ave.	Dwight Ave.	Murphy Ave.	Monroe Ave.
Waldo St.	Dakota St.	Newberry St.	Spokane St.
Mohawk Rd.	Utica Rd.	Owego Rd.	N. Genesee St.
Ogemaw Rd.	Delaware St.	Osceola Dr.	Boston St.
S. Elizabeth Lake F	Rd.		

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2018 CDBG Sidewalk Improvement Program

Page 38 of 39

# Exhibit 7: Additional Removal and Replacement Locations List

 525 Callfornia – 150 SF
 584 Markle

 240 W. Chicago - 75 SF
 146 S. Merri

 176 Court – 50 SF
 71 Oneida –

 355 Fourth – 225 SF
 204 O'Riley

 603 Lebaron – 75 SF
 115 W. Prine

 373 Linda Vista – 135 SF
 279 W. Prine

 487 Linda Vista – 75 SF
 284 W. Prine

 556 Linda Vista – 75 SF
 290 W. Prine

 571 Lowell – 75 SF
 330 E. Princ

 56 N. Marshali – 200 SF
 61 E. Rutgel

 East Side of S. Shirley @ Willard – 1,000 SF
 1000 SF

584 Markle - 75 SF 146 S. Merrimac - 50 SF 71 Oneida - 75 SF 204 O'Riley Ct. - 75 SF 115 W. Princeton - 75 SF 279 W. Princeton - 50 SF 284 W. Princeton - 50 SF 330 E. Princeton - 225 SF 61 E. Rutgers - 50 SF 896 Stanley – 50 SF 1613 Stanley – 175 SF 1624 N. Telegraph – 225 SF 101 Vernon – 100 SF 86 W. Yale – 75 SF 87 Wall – 50 SF 611 Wyoming – 50 SF

Note: All listed removal and replacement quantities in Exhibit 7 are for information only. Sidewalk sections will be identified for replacement with marking paint.



# CITY OF PONTIAC OFFICIAL MEMORANDUM

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Executive Branch

TO: Honorable Mayor, Council President and City Council Members

FROM: Jane Bais-DiSessa, Deputy Mayor, at the request of John V. Balint, City Engineer

DATE: May 3, 2018

RE: RCOC Opdyke Road Bridge Cost Participation Agreement

The Road Commission for Oakland County has prepared and delivered the attack of Oakland Participation agreement for the Opdyke Road Bridge Reconstruction project. This project is partially funded through Federal Aid in cooperation with the Michigan Department of Transportation. As part of the construction, a decorative railing will be installed in both sides of the road, in both Pontiac and Auburn Hills.

In order to provide a more aesthetically pleasing project, the Road Commission offered to install either standard chain link fencing or a decorative railing. In communication between the three jurisdictions, it we decided to install a decorative railing that is up to the specifications of the Road Commission for Oakland County.

The City's share for this additional work is \$6,750.00.

It is the recommendation of the Department of Public Works, Engineering Division that the City sign the attached RCOC Bridge Cost Participation Agreement for the Opdyke Road Resurfacing project.

Please see the attached resolution that is part of the Cost Participation Agreement.

JVB

attachments

# COST PARTICIPATION AGREEMENT ADDITIONAL CONSTRUCTION Opdyke Road over the Clinton River City of Pontiac Board Project No. 53683

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Board of County Road Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Pontiac, hereinafter referred to as the COMMUNITY, provides as follows:

WHEREAS, the BOARD has programmed the removal and replacement of the Opdyke Road bridge over the Clinton River, which improvements involve a border road under the jurisdiction of the BOARD and within the COMMUNITY, said improvements are hereinafter referred to as the PROJECT; and

WHEREAS, the PROJECT shall also include the construction of decorative railing on the bridge, all together with necessary work, located on the Opdyke Road bridge over the Clinton River, which improvements are beyond the PROJECT limits, and are hereafter referred to as ADDITIONAL CONSTRUCTION items; and

WHEREAS, the estimated total cost associated with said ADDITIONAL CONSTRUCTION items is \$6,750; and

WHEREAS, the BOARD and the COMMUNITY have reached a mutual understanding regarding the funding of the ADDITIONAL CONSTRUCTION items and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, it is hereby agreed between the COMMUNITY and the BOARD that:

 The BOARD shall forthwith undertake and complete the PROJECT, including the ADDITIONAL CONSTRUCTION items, as above described, and shall perform the engineering, inspection, and the administration in reference thereto.

- The actual total cost of the ADDITIONAL CONSTRUCTION items, as determined by the BOARD, shall include only payments to the contractor. Any costs incurred by RCOC prior to this agreement date shall be allowable.
- The actual cost of the ADDITIONAL CONSTRUCTION items as determined by the BOARD along with any overages shall be funded solely by the COMMUNITY, estimated in the amount of \$6,750.
- 4 Upon execution of this Agreement, the BOARD shall submit an invoice to the COMMUNITY for \$6,750 (being 100% of the cost of the ADDITIONAL CONSTRUCTION items).
- 5. Upon receipt of said invoices, the COMMUNITY shall pay to the BOARD the full amount thereof, within thirty (30) days of such receipt.
- The BOARD shall execute a separate Cost Participation Agreement with the City of Auburn Hills, for their share of the estimated ADDITIONAL CONSTRUCTION cost.
- The COMMUNITY shall be responsible for maintaining their portion of said decorative railing.

2

Opdyke Road over Clinton River (additional construction) City of Pontiac Project No. 53683 4/20/2018 IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

BOARD OF ROAD COMMISSIONERS OF THE COUNTY OF OAKLAND A Public Body Corporate		
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CITY OF	PONTIAC	
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lts		

Opdyke Road over Clinton River (additional construction) City of Pontiac Project No, 53683 4/20/2018



## CITY OF PONTIAC OFFICIAL MEMORANDUM

Executive Branch

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TO:	Honorable Mayor, Council President and City Council Members	ALL		뀑
FROM:	Jane Bais-DiSessa, Deputy Mayor, at the request of John V. Balint, City Engineer	COTY	1 	NED.
DATE:	May 3, 2018	CCLE		B
RE:	RCOC Opdyke Road Tri-Party Cost Participation Agreement	RX	Q	• •

The Road Commission for Oakland County has prepared and delivered the attached Cost Participation agreement for the Opdyke Road Resurfacing project. This project is partially funded through Federal Aid in cooperation with the Michigan Department of Transportation. The total estimated project cost is \$7,399,200.00, with the City's portion of the project being \$50,000.00. This project is budgeted in fiscal year 2017/18.

The project work includes milling and resurfacing Opdyke Road from Auburn Road to Perry Street.

It is the recommendation of the Department of Public Works, Engineering Division that the City sign the attached RCOC Cost Participation Agreement for the Opdyke Road Resurfacing project.

Please see the attached agreement with resolution on page 2 of the agreement.

JVB

attachments

## COST PARTICIPATION AGREEMENT CONSTRUCTION Opdyke Road Auburn Road to Perry Street City of Pontiac Board Project No. 51471

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Board of County Road Commissioners of the County of Oakland, Michigan, hereinafter referred to as the BOARD, and the City of Pontiac, hereinafter referred to as PONTIAC, provides as follows:

WHEREAS, the BOARD, PONTIAC, and the City of Auburn Hills, hereinafter referred to as AUBURN HILLS, in cooperation with the Michigan Department of Transportation, hereinafter referred to as MDOT, have programmed the resurfacing of Opdyke Road from Auburn Road to Perry Street, as described in Exhibit "A", attached hereto, and made a part hereof, which improvements involve a border road under the jurisdiction of the BOARD and within PONTIAC and AUBURN HILLS, which improvements are hereinafter referred to as the PROJECT; and

WHEREAS, the estimated total cost of the PROJECT is \$7,399,200; and

WHEREAS, the BOARD will enter into a contract with MDOT for partial funding of the PROJECT with federal program dollars under the Surface Transportation Program in the amount of \$3,148,900; and

WHEREAS, the BOARD, as the requesting party therein, will be the party financially responsible to MDOT to bear all costs of the PROJECT in excess of federal funds, hereinafter referred to as the LOCAL SHARE; and

WHEREAS, PONTIAC'S share of said LOCAL SHARE involves certain designated and approved Tri-Party Program funding in the amount of \$50,000, which shall be paid through equal contributions by the BOARD, PONTIAC, and the Oakland County Board of Commissioners, hereinafter referred to as the COUNTY; and WHEREAS, all the parties hereto have reached a mutual understanding regarding the cost sharing for the LOCAL SHARE and wish to commit that understanding to writing in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and in conformity with applicable law, it is hereby agreed between PONTIAC and the BOARD that:

- 1. PONTIAC and AUBURN HILLS approve of the PROJECT, declare its public necessity, and authorizes the BOARD and MDOT to perform or cause to be performed, and complete the PROJECT along with all administration in reference thereto.
- 2. The PROJECT shall include construction engineering and total payments to the contractor. Any costs incurred by RCOC prior to this agreement date shall be allowable.
- The estimated LOCAL SHARE of the participating construction cost is \$698,300 and shall be funded simultaneously:
  - a. PONTIAC has agreed to contribute \$50,000 toward their share of the estimated cost of the participating construction and will fund their share from the Tri-Party Program. Any participating construction PROJECT costs above PONTIAC'S Tri-Party Program funding of \$50,000 will be funded first with any available Tri-Party Program funds. If no Tri-Party Program funds are available, PONTIAC'S share of any participating construction PROJECT costs above \$50,000 will be shared equally by the BOARD and PONTIAC.
  - AUBURN HILLS has agreed to contribute \$290,000 toward their share of the estimated cost of the participating construction and will fund their share from the Tri-Party Program. Any participating construction PROJECT costs above AUBURN HILLS' Tri-Party Program funding of \$290,000 will be funded first with any available Tri-Party Program funds. If no Tri-Party Program funds are available, AUBURN HILLS' share of any participating construction PROJECT costs above \$290,000 will be shared equally by the BOARD and AUBURN HILLS.

Opdyke Road City of Pontiac Project No. 51471 4/20/2018 -2-

- c. The BOARD has agreed to contribute \$358,300 toward the estimated cost of the participating construction.
- 4. AUBURN HILLS will contribute the cost of all Part B non-participating items which include waterline bursting construction, pedestrian pathway, culvert cleaning, and irrigation system work, estimated in the amount of \$3,552,000. Any Part B non-participating item overages will be funded 100% by AUBURN HILLS.
- 5. Upon execution of this agreement, the BOARD shall submit an invoice to PONTIAC in the amount of \$16,667 (being 100% of PONTIAC'S Tri-Party contribution).
- 6. Upon execution of this agreement and approval by the COUNTY, the BOARD shall submit an invoice to the COUNTY in the amount of \$16,667 (being 100% of the COUNTY'S Tri-Party contribution).
  - a. The invoice shall be sent to:

Lynn Sonkiss, Manager of Fiscal Services Executive Office Building 2100 Pontiac Lake Road, Building 41 West Waterford, MI 48328

- 7. The total actual LOCAL SHARE will be determined from the records of the BOARD upon completion of State financial audits of the PROJECT and a final determination of the total federal funds used on the PROJECT. Final adjustments in the financial obligations of the parties hereto will be made upon completion of the required audits.
- 8. Upon receipt of said invoice(s), PONTIAC and the COUNTY shall pay to the BOARD the full amount thereof, within thirty (30) days of such receipt.
- 9. The BOARD shall execute a separate Cost Participation Agreement with the City of Auburn Hills, for their share of the estimated PROJECT cost.

Opdyke Road City of Pontiac Project No. 51471 4/20/2018 IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and date first written above.

lts\_\_\_\_

BOARD OF ROAD COMMISSIONERS OF THE COUNTY OF OAKLAND A Public Body Corporate
Ву
lts
CITY OF PONTIAC
Ву

Opdyke Road City of Pontiac Project No. 51471 4/20/2018

- 4 -

### EXHIBIT A

TRI-PARTY PROGRAM Opdyke Road Auburn Road to Perry Street City of Pontiac Board Project No. 51471

Resurfacing of Opdyke Road from Aubum Road to Perry Street.

ESTIMATED PROJECT COST	
Contractor Payments - Participating Items	\$3,345,400
Contractor Payments - Non-Participating Items	\$3,552,000
Construction Engineering - Participating Items	\$501,800
Less Federal Funds	(\$3,148,900)
Total Estimated Local Share	\$4,250,300

COST PARTICIPATION BREAKDOWN

1		AUBURN	COUNTY	BOARD	TOTAL
······································		HILLS	COURT		
FY2007 Tri-Party Program	\$13,570	\$0	\$13,570	\$13,569	\$40,709
FY2008 Tri-Party Program	\$3,097	\$0	\$3,097	\$3,097	\$9,291
FY2016 Tri-Party Program	\$0	\$28,335	\$28,334	\$28,335	\$85,004
FY2017 Tri-Party Program		\$52,257	\$52,257	\$52,257	\$156,771
FY2018 Tri-Party Program	\$0	\$16,075	\$16,075	\$16,075	\$48,225
Contribution - Participating	\$0	\$0	\$0	\$358,300	\$358,300
Contribution - Non-Participating	\$0	\$3,552,000	\$0	\$0	\$3,552,000
TOTAL SHARES	\$16,667	\$3,648,667	\$113,333	\$471,633	\$4,250,300

Opdyke Road City of Pontiac Project No. 51471 4/20/2018

3



# CITY OF PONTIAC OFFICIAL MEMORANDUM

Executive Branch	Executive	e Branch	
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TO:	Pontiac City Council	ONTIAC	2018 MAY	
FROM:	Jane Bais-DiSessa, Deputy Mayor, at the request of John V. Balint, City Engineer	C ĭ≺	Ha Ha	CEIVE
DATE:	May 8, 2018	CLERK		6
RE:	West Nile Virus Program	and a	•	

Through a partnership with Oakland County, the City of Pontiac has undertaken a West Nile Virus mosquito control program in the spring/summer of 2016 as a public health measure that should greatly reduce the population of infected mosquitoes. Oakland County has established the West Nile Virus Fund and the City of Pontiac is eligible for a maximum reimbursement of \$8,467 in 2018 to cover the costs of this program.

This program consists of two different distribution channels for mosquito control: 1) the city will be treat storm sewer catch basins with larvicide to eradicate mosquitobreeding sites; 2) the City will distribute approximately (180) 2.0 ounce pump spray bottles of personal insect repellant to residents.

Distribution of products will be handled by both our catch basin cleaning contractor as well as our senior center staff and youth recreation staff. The contractor will place larvicide pucks in catch basins after they are cleaned, and senior center and youth recreation staff will hand out personal insect repellent to visitors at the senior centers and at youth recreation events throughout the month of June and the remainder of the summer.

It is the recommendation of the Department of Public Works that the City Council approve the attached resolution to authorize the Department of Public Works to request these reimbursement finds for eligible mosquito control activity under the Oakland County West Nile Virus Program.

Whereas, upon the recommendation of the Oakland County Executive, the Oakland County Board of Commissioners has established a West Nile Virus Fund Program to assist Oakland County cities, villages, and townships in addressing mosquito control activities; and

Whereas, Oakland County's West Nile Virus Fund Program authorizes Oakland County cities, villages, and townships to apply for reimbursement of eligible expenses incurred in connection with personal mosquito protection measures/activity, mosquito habitat eradication, mosquito larviciding, or focused adult mosquito insecticide spraying in designated community green areas; and

Whereas, the City of Pontiac, Oakland County, Michigan, has or will incur expenses in connection with mosquito control activities believed to be eligible for reimbursement under Oakland County's West Nile Virus Fund Program;

*Now, Therefore, Be It Resolved* that the City Council of Pontiac authorizes and directs its Department of Public Works, as agent for the City of Pontiac, to request reimbursement of eligible mosquito control activity under Oakland County's West Nile Virus Fund Program.

JVΒ

Attachments

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Describe plan fo	r use of previous year product inventory:
N/A Current Year Pl (Include product	r use of previous year product inventory: an: **Must attach product quotes** name, type, and purpose) d XR. Product has been quoted at \$734.80 per case of 220 briquetes. We are
N/A Current Year Pl (Include product Purchase Altosic looking to purch	an: **Must attach product quotes** name, type, and purpose) I XR. Product has been quoted at \$734.80 per case of 220 briquetes. We are ase 10 cases totalling 2,200 briquetes for a total cost of \$7,342.00. With the
N/A Current Year Pl (Include product Purchase Altosic looking to purch remaining 816.5 Current Year Dis	an: **Must attach product quotes** name, type, and purpose) 1 XR. Product has been quoted at \$734.80 per case of 220 briquetes. We are ase 10 cases totalling 2,200 briquetes for a total cost of \$7,342.00. With the 4, we plan to purchase 15 cases of BugX30 repellant totalling \$1,125.00.

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E 47450 V				City of Pontiac DPW Jacquelyn Tennille 47450 Woodward Av Pontiac, MI 48342-50 248.758.3742 248.758.3750	e
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Crarke will charge applicable sales taxes unless a valid exemption certificate is Emailed to: accountsreceivable@ciarke.com or faxed to: 630-672-7439

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Page:

## Jacquelyn Tennille

From;	David Driver <david.driver@univar.com></david.driver@univar.com>
Sent:	Friday, April 20, 2018 9:59 AM
To:	Jacquelyn Tennille
Subject:	mosquito items
Attachments:	Altosid XR-Briquets SDS pdf.pdf; Altosid XR-Briquets Specimen Label.pdf; bugx30_FactSheet.pdf; BugX30Spray SDS.pdf; W 2016.pdf
	your time this morning.
· · · · · · · · · · · · · · · · · · ·	uotes to you on these items:
Altosid XR Ingot Briques \$ 734-80 per case and 2	
	ne 5-10 cases you are looking for so 5 cases would be \$ 3674.00 and 10 cases would be \$ 7348.00 for 10 cases.
	t we are pleased to quote you on BugX 30 repellant. It is a 2 oz bottle and comes packed 12 per case.
•	\$ 75.00 so 24 cases would run \$ 1.800.00.
, Terms are net 30 days.	
All freight is paid by Un	ivar as I will personally drop these items off at the location of your choosing.
Also attached is our WS	) form.
	e let me know if you have any questions or concerns.
Regards, David	
	·
Duilt Dubing	
David E. Driver Technical Sales Speciali	st - Environmental Sciences
Univar	
800-888-4897	
248-219-4093 mobil	
david.driver@unlvarus	a.com
www.univar.com	
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# CITY OF PONTIAC OFFICIAL MEMORANDUM

PONTIAC CITY CLE

2018

Executive Branch

TO: Pontiac City Council

**FROM:** Jane Bais-DiSessa, Deputy Mayor, at the request of John V. Balint, City Engineer

**DATE:** April 20, 2018

### RE: Precision Concrete Cutting Contract

The City of Pontiac has many locations where the sidewalks are in poor shape due to lack of maintenance, tree roots or simply age. We have been working over the last 6 months to address this problem which costs the City a lot of money in trip and fall lawsuits. In recent months, we have found that our neighboring communities have utilized a new technology to combat this problem.

Precision Concrete Cutting is a company out of Holland, Michigan who have a patented process for horizontally cutting concrete sidewalk. This process removes trip hazards that would otherwise require removal and replacement of the concrete, or grinding of the concrete, which leaves the surface rough and unsightly. Their methods guarantee an ADA certifiable sidewalk surface. Attached is information on the company as well as their patent information.

The Department of Public Works is requesting the City Council allow the Mayor to enter into a one year contract, with allowable extensions for years two and three, with Precision Concrete Cutting. This will allow the City to remove trip hazards before they become lawsuits. Our goal this season is to utilize Precision Concrete Cutting to go ahead of our sidewalk replacement contractor (upcoming CDBG Sidewalk Program) to remove trip hazards that do not require slab replacement. This will allow the CDBG dollars to repair more problems with the dollars allotted.

The funding for the Precision Concrete Cutting can be found in the Major Street budget 203-443-816.000. We propose utilizing the FY 2017 allotment and potentially utilizing some of the 2018 allotment if it is approved in the budget.

It is the recommendation of the Department of Public Works that the City Council approve the attached resolution to authorize the Department of Public Works to enter into a contract with Precision Concrete Cutting.

WHEREAS,	The City of Pontiac has met with Precision Concrete Cutting and received referenced from surrounding communities, and;
WHEREAS,	We have also received specifications and received information confirming that they have a patented process, and;
WHEREAS,	the City believes this process will assist in eliminating future liability and assisting in making our CDBG dollars for sidewalk repair go much further, and;
NOW, THEREFORE, BE IT RESOLVED,	The Pontiac City Council authorized the Mayor to enter into a contract with Precision Concrete Cutting for an amount not to exceed \$75,000.

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JVB

Attachments

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Project: Citywide Sidewalk Trip Hazard Mitigation Customer: City of Pontiac

Dates: Current thru December 31, 2018

Customer contact (primary) N)

The Precision Concrete Cutting (PCC) process involves the measurement of every sidewalk trip hazard identified. PCC inspects the sidewalk taking specific measurements to identify and log each trip hazard size/location. These measurements are used to determine the size of repair that is required, and to guarantee the repair is made to the customer's documented dimensional specifications. The unit of measure for cutting is



TRIP HAZARD BEFORE REPAIR

TRIP HAZARD AFTER SAW CUT REPAIR

Inch/Foot (defined as the average inch height of the trip hazard times the linear feet of the hazard).

The PCC finished repair is aesthetically pleasing, smooth, and of superior quality compared to alternatives. It does not leave grooves in the surface, it is not uneven, and is left with an acceptable coefficient of friction to resist slipping. The patented tools and processes used make PCC unique.

The following provides the Criteria for Cutting to resolve vertical joint displacements (or trip hazards) on the sidewalks within the scope of this project. PCC will adhere to the following specifications in determining where to cut (unless the Customer marks areas in advance);

- 1) Cut if differential in the walkway is over 0.25" high and less than or equal to 2.0" high.
  - a. No cutting if removing 50% or more of panel thickness
  - b. Cut up to 2.5" if panel is beyond 5" thick (certain drives and large walkways)
- 2) Cut if no more than two (2) cracks exists in the panel
  - a. No cutting a panel that is broken into more than three (3) pieces
  - b. No more than two (2) cuts to be performed on a single panel
- Cut if no severe cross-slope (no trip hazard cutting if cross-slope exceeds 5%) a. No cutting if cross slope exceeds 2.0% when seeking ADA compliance
- 4) Cut if no ponding will result from the correction
  - a. Cut if area accumulates water, but note the defect location and replacement sq ft
  - b. No cutting a curb ramp if it results in an area below the curb gutter pan
  - No curb cutting that will redirect the curb gutter pan
- 5) Cut if no severe scaling/spalling exists
  - a. No cutting if spalled areas are larger than 6" square or 0.5" deep
  - b. No cutting if surface is scaling (late season pour or salted when green)
- Daily Job Reports on work completed, reviewed and approved by City Inspector weekly. Log details on EACH correction to provide detailed reporting of corrections by address
- 7) Report of locations that are "out of scope" for cutting in the area based on the above criteria. Note defect address and recommended replacement so ft based on control joints.

Precision Concrete, Inc.

#### Specifications for Concrete Sidewalk Vertical Joint Displacement Saw Cutting (rev 12/2017)

TECHNICAL SPECIFICATIONS: Concrete sidewalk vertical joint displacement saw cutting shall be performed based on the scope of work and specifications below;

- Contractor shall saw cut concrete sidewalk vertical joint displacements over 0.25" high up to and including 2.0" high in the designated project limits provided by Owner. No grinding shall be permitted.
- 2) Joint displacement saw cuts (also known as joint cuts), shall be made horizontally to provide a maximum slope of 1:12 (vertical:horizontal 8.33%) as to comply with current ADA specifications. The cutting equipment must be able to cut flush to ground and capable of working at any angle to perform joint displacement mitigation in hard-to-reach areas, around obstacles (signs, posts, benches, etc.), on narrow walkways (36" wide), next to fences, and along retaining walls or buildings.
- Grinding or pulverization of the concrete shall not be permitted as that method causes microcracks and weakens the concrete panel.
- 4) Concrete panel lifting or "Slab Jacking" shall not be permitted as that method separates adjoining panels at control joints with a vertical cutting process that results in seasonal vertical separations.
- 5) Joint displacement saw cuts shall not leave ridges or grooves in the sidewalk that could inhibit or prevent drainage. Joint deflections shall be removed completely, from one end of the raised sidewalk to the other, leaving zero vertical deflection between adjacent slabs, in either direction. Any panels inspected and deemed not to be at a zero point of differential shall be repaired immediately at no additional charge.
- 6) Joint displacement saw cuts shall have a uniform appearance and texture. The finished surface shall have a coefficient of friction of at least 0.6. Contractor shall guarantee via previous testing that the technique used yields the specified coefficient of friction.
- Contractor shall repair each sidewalk joint displacement without damage or visible markings to adjacent slab(s) or curb(s).
- Contractor shall not use any type of "fill" material that deteriorates or breaks apart over time.
- 9) Contractor shall not cause any damage to vegetation, landscaping, retaining walls, curbs, sprinklers, utility covers, or other objects adjacent to the sidewalk. In the event damage occurs, Contractor notify Owner immediately and Contractor shall repair said damage in a timely manner to the satisfaction of the Owner at the Contractor's sole expense.
- 10) Contractor shall immediately and completely clean up all debris after each vertical joint displacement repair and dispose in a proper manner as approved by Owner. All cutting shall be done in a manner that minimizes dust by utilizing a dry HEPA rated dust abatement system approved by the Owner. Power washing and/or water-cooling shall not be allowed as it creates slurry that could contaminate storm drains and soils.
- 11) Contractor shall provide proof, upon request, that all concrete and debris is recycled in a proper and environmentally safe manner.
- 12) Contractor shall not store any equipment onsite overnight in the City right-of-way and, additionally, shall not obstruct pedestrians when operations have ceased. Contractor shall never work outside the City right-of-way for any reason without first obtaining a signed right-ofentry agreement from the owner of the land on which work is to be performed.

13) Contractor's vehicles and/or trailers shall be permanently labeled with the approved company logo and contact information. A single point of contact is required when working in residential areas.

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- 14) Contractor shall begin work within seven (7) calendar days following the Notice to Proceed from Owner.
- 15) The work shall be performed between April 1 and December 31 but may be extended into January, February, or March by the Owner. Emergency work shall be performed upon request of the Owner at any time of the year.
- 16) Contractor shall schedule its operations as to cause the least amount of disruption, interference, or disturbance to the operations of the adjacent properties. Access by pedestrians, emergency vehicles, and delivery/service vehicles shall be maintained at all times.
- 17) Contractor shall submit a monthly a detailed invoice of the services performed in accordance with the Owner's requirements. The invoice shall record the joint cut quantity by day per work location and also provide a listing of depth, size, width, address, detailed descriptions, and saw cutting calculations expressed in inch-feet.
- 18) Contractor shall utilize a data collection solution that includes recording the details of the work performed in the field with the ability to transmit the data electronically at any time from the field. The recording device shall be able to record sizes of vertical joint displacements, before and after pictures of work, provide GPS coordinates, vertical joint displacement locations plotted to a map, address, and be able to provide this data in an electronic format for the City to integrate into its GIS system.
- 19) Contractor shall log all work items completed on a daily basis including the names of field technicians and managers and their work locations. This information shall be shared upon request of the Owner but not less than weekly to the Owner's project manager and/or designated representative as directed by the Owner.

#### ADDITIONAL REQUIREMENTS;

- 20) Contractor shall provide a list of field supervisory personnel and technicians along with their experience and emergency contact information at least ten (10) days prior to commencing work. A minimum of one (1) field supervisor shall be present at all times while operations are being performed.
- 21) Contractor shall have at least one OSHA-30 construction certified supervisor onsite during the correction process and all technicians performing the correction operations shall be OSHA-10 certified.
- 22) Contractor shall provide a list of all pertinent employees and equipment to Owner at the time of execution of contract. Sub-contractors will not be permitted, all resources shall be employees of the prime contractor. The equipment list shall contain the make, model, vehicle fleet number, VIN, and license plate(s) of all vehicles and equipment to be utilized to provide the services of the contract. This list shall be kept current and amended as necessary.
- 23) Owner reserves the right, at its sole discretion, to inspect and approve all equipment, personnel, and safety practices of Contractor prior to the commencement of, or at any time during, any work. Contractor agrees to promptly maintain, repair, and/or service any equipment and supplies necessary to ensure proper safe working conditions including compliance with applicable federal, state, and local regulations and standards including compliance with Owner standards.

24) Contractor shall be available to respond to emergency repairs at any time during the contract period, including extensions, within seven (7) calendar days of notification in writing from the Owner.

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- 25) Contractor shall be available to respond to any Owner request for vertical joint displacement saw cutting within thirty (30) calendar days of notification in writing from Owner.
- 26) Contractor shall provide a written Safety Plan and provide an employee safety manual that is specific to this type of work that adheres to current OSHA standards.
- 27) Contractor must warranty the corrections of sidewalk vertical joint displacements remain within the 0.25" high vertical separation limit for a period of two (2) years from the date of substantial completion of this agreement. If the vertical joint displacement correction is found to be out of specification within the warranty period, the Contractor shall, at its sole expense, resolve prior correction to the satisfaction of the Owner. This warranty does not apply to prior repairs where individual slabs have been replaced, ground, or lifted via slab jacking.

#### AGREEMENT

THIS AGREEMENT, made as of the \_\_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of **Pontiac, Michigan**, hereinafter called the OWNER, and **Precision Concrete**, Inc. hereinafter called the CONTRACTOR.

WITNESSETH, That whereas the OWNER intends to construct 2018 SIDEWALK IMPROVEMENT PROJECT - TRIP HAZARD ELIMINATION hereinafter called the Project, in accordance with the Request for Proposal and other Contract Documents prepared by the OWNER. The ENGINEER shall be the Director of Public Works as designated by the OWNER.

NOW, THEREFORE, The OWNER and CONTRACTOR for the considerations hereinafter set forth, agree as follows:

I. THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools, and services necessary to perform and complete, in a workmanlike manner, all work required for the construction of the Project, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract.

A. Contract Time: Work under this Agreement shall be commenced upon receipt of the executed agreement, and the entire work shall be completed by December 31, 2018.

If the CONTRACTOR refuses or fails to prosecute the work, or any separate part thereof, with such diligence as will insure its completion, ready for use by the date specified herein, or any extension thereof, or fails to complete said work within such time, the OWNER may, by written notice to the CONTRACTOR, terminate his/her right to proceed with the Project or such part of the Project as to which there has been delay. In such event the OWNER may take over the Project and prosecute the same to completion, by contract or otherwise, and the CONTRACTOR and his Sureties shall be liable to the OWNER for any excess cost occasioned the OWNER thereby. If the CONTRACTOR's right to proceed is so terminated, the OWNER may take possession of and utilize in completing the Project such materials, appliances, and plant as may be on the site of the Project and necessary therefore.

B. Subcontractors: The CONTRACTOR understands and agrees that no subcontractors will allowed for the duration of this project.

II. THE OWNER AGREES to pay, and the CONTRACTOR AGREES to accept, in full payment for the performance of this Contract, an amount to be determined by the actual constructed quantities and the Unit Prices set forth in the attached Proposal. This amount is estimated to be: <u>Seventy Five Thousand</u> Dollars (<u>\$75,000</u>) in accordance with the provisions of the Contract Documents. Progress Payments will be monthly as approved by Public Works.

III. CONTRACT DOCUMENTS: The Contract comprises the Contract Documents listed below. In the event that any provision of one Contract Document conflicts with the provision of another contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

A. Agreement (this instrument)

B. Purchase Order from Owner (if applicable)

C. Contractors Response to RFP (proposal dated March 22, 2018)

IV. AUTHORITY AND RESPONSIBILITY OF THE ENGINEER: All work shall be done under the observation of the ENGINEER. The ENGINEER shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Plans and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of the CONTRACTOR.

V. SUCCESSORS AND ASSIGNS: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and the CONTRACTOR respectively and his partners, successors, assigns and legal representatives. Neither the OWNER nor the CONTRACTOR shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

VI. INDEMNIFICATION AND INSURANCE: To the extent permitted by law, CONTRACTOR shall indemnify OWNER and save it harmless from and against any and all claims, actions, damages, liability, cost and expense, including reasonable attorneys' fees, in connection with all losses, including loss of life, personal injury and/or damage to property, arising from or out of (a) any occurrence related to the operations of the CONTRACTOR pursuant to this AGREEMENT; (b) CONTRACTOR'S failure to comply with the terms of this AGREEMENT; and/or (c) any negligent act(s) or omission(s) of CONTRACTOR, its agents, contractors, suppliers, or employees.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

ATTEST

Precision Concrete, Inc.\_\_\_\_\_ Contractor

By (Mark B	onkowski)
President	
Title	

BUSINESS ADDRESS	
Precision Concrete, Inc.	
1896 Goldeneye Dr	
Holland MI 49424	

Phone: 616-403-1140

STATE OF MICHIGAN )

COUNTY OF )

Before me, a Notary Public in and for said State and County, personally appeared the within named CONTRACTOR by Name and Title, who being first duly sworn upon his/her oath states that he/she is a duly anthorized officer of the CONTRACTOR to execute the above instrument (foregoing agreement) this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2018.

Notary Public

My Commission Expires

Page 2 of 3

### Printed Name of Notary

CITY OF PONTIAC, Michigan Owner

Mayor

City Clerk

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