



**PONTIAC CITY COUNCIL
FORMAL MEETING**

August 21, 2018

6:00 P.M.

43rd Session of the 10th Council

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

Call to order

Invocation

Pledge of Allegiance

Roll Call

Authorization to Excuse Councilmembers

Amendments to and Approval of the Agenda

Approval of the Minutes

1. Journal of August 14, 2018 Special Meeting.
2. Journal of August 14, 2018 Regular Meeting.

Subcommittee Reports (As needed)

Agenda Items for City Council Consideration

3. Discussion on the flow of Information shared between Departments. (defer from last week)
4. Resolution to Consider Re-Appointments of the Planning Commission Members. (defer from last week)
5. Authorize Mayor to enter into a contract with Cadillac Asphalt for \$2,188,941.86 for the Local Street Resurfacing Project.
6. Authorize Mayor to extend the contract with Curbco Companies for three years allowing for incremental rate increase based on consumer pricing index.
7. Authorize Mayor to purchase five vehicles (Chevrolet Cruze) to administer the Code Enforcement Division, from Berger Chevrolet. (defer from last week)
8. Authorize Mayor to purchase two vehicles for the Youth Recreation Program. (defer from last week)
9. Resolution to authorize the Mayor to sign JAG Agreement between the Oakland County and the City of Pontiac.
10. Resolution to authorize the Mayor to sign Executive Search Proposal from TJA Staffing Services at a cost not to exceed \$67,967.00.
11. Resolution to approve sub recipient agreement for the Sheriff's Office Narcotics Enforcement Team High Intensity Trafficking Area (HIDTA) and authorize Mayor to sign agreement.

Public Comment

Mayor, Clerk, City Attorney and City Council Closing Comments

Adjournment

August 14, 2018

**Official Proceedings
Pontiac City Council
41st Session of the Tenth Council**

A Special Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday August 14, 2018 at 1:00 P.M. by President Kermit Williams.

Call to Order at 12:58 p.m.

Roll Call

Members Present: Carter, Pietila, Taylor-Burks, Waterman, Williams and Woodward.

Members Absent: Miller.

Mayor Waterman was absent.

Clerk announced a quorum.

18-307 **Excuse Councilperson Gloria Miller for personal reasons.** Moved by Councilperson Pietila and second by Councilperson Woodward.

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

No: None

Motion Carried.

18-308 **Approval of the Agenda.** Moved by Councilperson Waterman and second by Councilperson Woodward.

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

No: None

Motion Carried.

Mayor Waterman arrived at 1:01 p.m.

One (1) individual addressed the body during public comment.

Councilwoman Gloria Miller arrived at 1:06 p.m.

Council discussed a referendum proposal for Oakland County Service Millage. No action took place.

President Kermit Williams adjourned the meeting at 1:11 p.m.

SHEILA R. GRANDISON
ACTING CITY CLERK

August 14, 2018

**Official Proceedings
Pontiac City Council
42nd Session of the Tenth Council**

A Study Session of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday August 14, 2018 at 6:00 P.M. by President Kermit Williams.

Call to Order at 6:00 p.m.

Roll Call

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

Members Absent: Pietila.

Mayor Waterman was absent.

Clerk announced a quorum.

18-309 **Excuse Councilperson Mary Pietila for personal reasons.** Moved by Councilperson Woodward and second by Councilperson Miller.

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

No: None

Motion Carried.

18-310 **Approval of the Agenda with a motion to remove items #2, (flow of information between departments) #5, (authorize Mayor to purchase five vehicles for code enforcement) and #6 (authorize Mayor to purchase two vehicle for youth recreation) from the agenda.** Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

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

No: None

Motion Carried.

18-311 **Journal of August 9, 2018.** Moved by Councilperson Woodward and second by Councilperson Waterman.

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

No: None

Abstain: Williams

Motion Carried.

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

Six (6) individuals addressed the body during public comment.

Mayor Waterman arrived at 6:17 p.m.

President Kermit Williams adjourned the meeting at 6:35 p.m.

August 14, 2018

SHEILA R. GRANDISON
ACTING CITY CLERK

DRAFT

FINANCE SUBCOMMITTEE NOTES

August 14, 2018

In attendance:

Council members: Chair Patrice Waterman, President Kermit Williams and Gloria Miller

Mayor: Deirdre Waterman

Deputy Mayor: Jane Bais-DiSessa

Attorney: Grant W. Williams

Plante Moran: Danielle Kelley

Start time: 4:07 pm

AGENDA

Old Business

A. TJS Staffing

-A revised proposal was submitted listing six (6) vacant positions and the cost:

1. Finance Director	\$121,500.00
2. Human Resource Director	\$63,336.00
3. City Treasurer	\$80,000
4. Deputy Director of DPW	\$75,000.00
5. Junior Planner	\$0.00 (no charge)
6. Contract Compliance	\$0.00 (no charge)
	\$339,836.00 @ 20%= \$67,967.00

- The proposal would only require the City to pay for four (4) searches and not six (6), at a cost of \$67,967.00 which is reduced from \$70,883.00.

-The total number of vacant positions that are provided for in the budget which were unfilled for the month of July, allows for a savings in the general fund; thereby allowing the savings to cover the cost of TJA Staffing Services.

New Business

A. Miller Canfield- Peninsula Plastics Project Growth Presentation

-Financial Projections presented to show if the City would be better or worse off with the abatements. Three (3) possible scenarios include, if no abatement is granted, if an IFT is granted and if an IFT and Brownfield are granted, all for 12 years and 24 years.

1. No abatement, NPV Net Impact to the City:
Over 12 yrs. \$342,686 and over 24 yrs. \$594,865
2. IFT, NPV Net Impact to the City
Over 12 yrs. \$125,459 and over 24 yrs. \$450,717
3. IFT and Brownfield, NPV Net Impact to the City
Over 12 yrs. \$127,124 and over 24 yrs. \$271,934

-Employee income tax reflects 10 base positions currently in Pontiac and a 2.9 multiplier was reduced to 2 and used as a conservative multiplier for indirect jobs with average taxable wages of \$18,000.

B. The Michigan Indigent Defense Council Grant (MIDC)

-The grant was timely approved on June 8, 2018 for the 2018-2019 budget. However, the grant requires that a separate grant fund be established., so a budget amendment is needed along with a resolution amendment.

C. 2018 Edward Byrne Memorial Justice Grant (JAG) application

-Oakland County Fiscal Services sent an email to the Deputy Mayor on July 24, 2018 indicating that Pontiac is considered a disparate jurisdiction to the County and will need to be included with the County's application. The allocation for the 2018 grant is \$97,789. Attached was a narrative from 2017 reflecting that the funding was used for deputy overtime. The email requested that an updated narrative for the 2018 allocation be provided in order to show how the funding would be used and as soon as possible.

-The application is due August 22 and it was stated that there is an extremely tight turnaround.

D. Review of financial activities:

- The total investment in all funds for the City as of 5-31-2018 was \$ 47,903,797.53. The general fund portion is \$17,116,317.32. The net increase in the balance compared to the previous month is a result of the collection of annual PILOT payments of, \$284,617.37
- Based on the latest report on the general fund balance as of 6-30-2017, the accumulated amount is \$17.073 million dollars. The current balance sheet as of 6/30/2018 is reporting a decrease of fund balance \$2.16 million resulting in a fund balance of \$14.9 million. Of this fund balance, \$3.2 million is committed, leaving a reported unassigned fund balance of \$11.7 million. This balance does not include outstanding receipts expected before August 31, 2018 in the amount of, \$1,832,482.00.
- The Income Tax Collections current fiscal year vs prior will continue to change due to year end accounting entries for income tax related to June 2018 that is received from July 1, 2018 to August 31, 2018 which was approximately \$21, 000 in the prior year.
- Property tax collections for the month of May was not presented as the delinquent roll was sent to Oakland County in March 2018. The delinquent settlement receipt was collected on June 5, 2018. Tax bills for 2019 have been mailed.
- Expenditures for the first 11 months are tracking within the budget, and there are no expected budget overruns on any major funds for the fiscal year.

E. Vehicles for Code Enforcement and the Youth Recreation Program

- There was discussion regarding the purchase of five (5) Chevy Cruzes for Code Enforcement and a 2018 Dodge Caravan and a 2018 Chevrolet Express for the Youth Recreation Program.
- The funds for the vehicles for the Youth Recreation Program would be taken from the \$400,000 budget that was previously allocated and approved.
- It was further discussed, whether there should be a couple of smaller trucks purchased for Code Enforcement instead of five (5) cars, so that if a need for a truck arises in a different department, there could be possibility be a truck available. It was explained, that since the City is attempting to obtain a fleet of vehicles to meet the needs of the various departments, this could assist other departments in performing their requisite tasks.
- The Executive will look into pricing information for a couple of trucks and provide the numbers to the subcommittee.

Adjourned: 5:00 p.m.



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

RECEIVED
2018 AUG 17 PM 1:03
PONTIAC CITY CLERK

TO: Honorable Council President and City Council Members

FROM: Dr. Deirdre Waterman, Mayor

DATE: August 16, 2018

Cc: Jane Bais DiSessa, Deputy Mayor; Anthony Chubb, City Attorney; and Sheila Grandison, City Clerk

RE: Resolution to Consider Re-Appointment of Planning Commission Members.

As you are aware, the Planning Commission has several members with expired terms, in order to address this matter, for your consideration, the following resolution is recommended:

Whereas, Article V. Section 2-372 of the Municipal Code, the Planning Commission is comprised of six non-elected officials and the Mayor or his/her designee; and

Whereas, there are currently several appointments with expired terms on the Planning Commission; and

Whereas, according to State Law and City Ordinance, the Mayor shall appoint the commissioners subject to the approval by a majority of the City Council.

Now therefore, be it resolved that based upon the recommendation of the Mayor, that the City Council reappoint the following individuals to the terms noted below:

- Ashley Fegley – July 1, 2016 to June 30, 2019
- Lucy Payne: July 1, 2017 to June 30, 2020
- Christopher Northcross: July 1, 2018 to June 30, 2021
- Dayne Thomas: July 1, 2016 to June 30, 2019

Attachments

jbd

July 13, 2018

Honorable Pontiac City Council
47450 Woodward Avenue
Pontiac, MI 48342

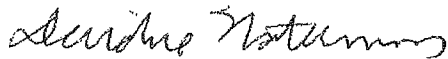
Re: **Re-appointment to Planning Commission**
Ashley Fegley

Dear Honorable Council Members:

Please be advised that I am hereby re-appointing Ashley Fegley to serve on the Planning Commission for a three-year term, which began on July 1, 2016 and expires June 30, 2019. As stipulated in section 4.109, this appointment is subject to approval by the City Council.

Thank you for your consideration and support

Sincerely,

A handwritten signature in cursive script, appearing to read "Deirdre Waterman".

Dr. Deirdre Waterman
Mayor

E. Ashley Fegley
173 Cherokee
Pontiac, MI 48341
313.600.1373
eafelgey@hotmail.com

August 3, 2018

Building, Safety and Planning Division
City Hall
47450 Woodward Avenue
Pontiac, MI 48342
248.758.2816

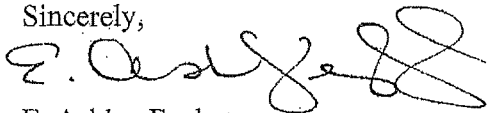
RE: City of Pontiac Planning Commissioner Appointment

Dear Mayor Waterman,

For the past fifteen years, I have called Pontiac home. I love the area, my neighbors and the community. I am invested in the City of Pontiac and would like to continue to serve the City as a member of the Pontiac Planning Commission.

I have been working in the building industry as a Project Manager at Alexander V. Bogaerts + Associates for over 13 years. The firm has a vast experience with a wide variety of building typologies for over 39 years. It has specializes in residential housing such as custom single family, production single family, condominiums, apartments, and senior housing but also takes on projects that are commercial, office and renovations. Being a small firm, I have been able to work on many of these types of projects. Currently, I have begun taking the ARE 5.0 NCARB tests to earn my Architectural License and hope to have it next year. I thoroughly enjoy my occupation and believe my experience is an asset to the commission and the City of Pontiac.

Sincerely,



E. Ashley Fegley

PONTIAC RESIDENT FOR: +/- 15 years

OCCUPATION Project Manager at an Architectural Firm

INTERESTS/REASONS/QUALIFICATIONS

I have enjoyed applying my professional experience to serving on the Pontiac Planning Commission and would like to continue doing so.

BOARDS/COMMISSIONS/COMMITTEES ON WHICH YOU HAVE SERVED (LIST MUNICIPALITIES AND DATES)

Pontiac Planning Commission 2011 - current

ELECTIVE OFFICES THAT YOU HAVE HELD

None

OTHER ORGANIZATIONS PERTINENT EDUCATION HOBBIES/INTERESTS

2012-2016 - Pontiac Youth Assistance website design and implementation

2014-2017 - Destination Imagination team coach at Martell Elementary in Troy, MI

ADDITIONAL INFORMATION

Please return completed form to: City of Pontiac, Clerk's Office, 47450 Woodward Avenue, Pontiac, MI 48342 or fax to 248.758.4744 or click the e-mail tab on the first page to send form by e-mail.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

In order to avoid any potential conflict of interest, I, the undersigned, agree not to be involved in any recommendations or decision making regarding any agency(ies) or entity(ies) for which I serve in the following capacity(ies) which may contract or subcontract with the City of Pontiac.

Agency: Alexander V. Bogaerts + Associates, P.C.

Capacity in Which I Serve: Project Manager

Signature: 

Date: 8-3-2018

PONTIAC RESIDENT FOR: +/- 15 years

OCCUPATION Project Manager at an Architectural Firm

INTERESTS/REASONS/QUALIFICATIONS

I have enjoyed applying my professional experience to serving on the Pontiac Planning Commission and would like to continue doing so.

BOARDS/COMMISSIONS/COMMITTEES ON WHICH YOU HAVE SERVED (LIST MUNICIPALITIES AND DATES)

Pontiac Planning Commission 2011 - current

ELECTIVE OFFICES THAT YOU HAVE HELD

None

OTHER ORGANIZATIONS PERTINENT EDUCATION HOBBIES/INTERESTS

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In order to avoid any potential conflict of interest, I, the undersigned, agree not to be involved in any recommendations or decision making regarding any agency(ies) or entity(ies) for which I serve in the following capacity(ies) which may contract or subcontract with the City of Pontiac.

Agency: Alexander V. Bogaerts + Associates, P.C.

Capacity in Which I Serve: Project Manager

Signature: _____

Date: _____



CITY OF PONTIAC

CANDIDATE QUESTIONNAIRE
BOARDS & COMMISSIONS

PRINT

E-MAIL

COUNCIL DISTRICT _____

DATE August 3, 2018

NAME E. Ashley Fegley

ADDRESS 173 Cherokee ZIP 48341

PHONE (home) 313.600.1373 PHONE (business or cell) 248.334.5000

EMAIL eafegley@hotmail.com

The City of Pontiac wishes to thank you for your interest in serving as a Citizen Representative on a Board or Commission. Your Candidate Questionnaire will be kept on file and entered for consideration for posted openings on any Board or Commission that you expressed an interest in for a period of two years. Please feel free to submit an updated Candidate Questionnaire at any time.

Please be advised that the information contained in this Questionnaire is not confidential, and will be reviewed by the Mayor, City Council and other appropriate personnel as vacancies or openings occur on the various Boards or Commissions. Page 2 of this Candidate Questionnaire may also be included in any City Council Meeting Agenda Packet which is published and made available for public inspection in print and on the Internet. Your address, phone numbers and e-mail, contained here on Page 1 will not be published in an Agenda Packet.

Information relative to the below boards or commissions can be found on the City's webpage at www.pontiac.mi.us.

BOARDS/COMMISSIONS ON WHICH YOU WANT TO SERVE:

Appointed by City Council

- ☐ Board of Appeals
- ☐ Income Tax Board of Review
- ☐ Zoning Board of Appeals
- ☐ Board of Review
- ☐ General Employee Retirement System

Appointed by Mayor,
Confirmed by City Council

- ☐ Tax Increment Financing Authority/Brownfield
Redevelopment Authority
- ☐ Historic District Commission, No Council Confirmation
- ☐ Local Officers Compensation Commission
- ☐ Arts Commission
- ☐ Construction Code Board of Appeals, No Council Confirmation
- ☒ Planning Commission
- ☐ Housing Commission, No Council Confirmation

E. Ashley Fegley

173 Cherokee | Pontiac, Michigan 48341
313.600.1373 | eafegley@hotmail.com

Objective Contribute to my community by volunteering for the Pontiac Planning Commission

Education

- | | | |
|-----------|---|--------------------|
| 2009-2012 | Lawrence Technological University | Southfield, MI |
| | Master of Architecture Professional Degree Program | |
| | • Concentration in Sustainability Studies | |
| | • GPA: 3.5 | |
| 2007 | New Horizons Computer Learning Center | Troy, MI |
| | Certificate of Completion for Macromedia Classes | |
| | • Web design with Dreamweaver and Flash | |
| 2001-2005 | Lawrence Technological University | Southfield, MI |
| | Bachelor of Science in Architecture | |
| | • GPA: 3.5 | |
| | • Computer programs: Autocad 2005, 3dmax, Adobe Illustrator and Photoshop | |
| | • Building Systems: commercial and residential | |
| | • Structural Engineering | |
| | • Landscape Design | |
| 1997-2001 | Oakland Community College | Oakland County, MI |
| | Associate in Applied Science: Computer Information Systems | |
| | • GPA: 3.7 | |
| | • Networking | |
| | • Web design | |

Work Experience

- | | | |
|--------------|--|----------------------|
| 2005-current | Alexander Bogaerts + Associates, P.C. | Bloomfield Hills, MI |
| | • Construction documentation | |
| | • SPA, PDD, PUD documentation | |
| | • Website design and implementation, www.bogaerts.us & www.newtonrifles.com | |
| | • Head of the ITT department | |
| | • Code Research | |
| | • Presentation work: rendering elevations and site plans | |
| | • Specifications and materials research | |
| 2001-2006 | Oakland Hills Equestrian Center | Oakland Township, MI |
| 1999-2001 | Riding Instructor (Self-employed) | Macomb Township, MI |
| 1997-1999 | Springbrook Stables | Sterling Heights, MI |
| | • Taught all aspects of equine care | |
| | • Evaluated and trained horses for sale or purchase | |
| | • Job required extensive knowledge and communication skills | |
| | • Taught classes containing 1-4 students ranging in ages from 6-60 years. | |
| | • Competed and trained students in Hunter/Jumper shows within Midwest | |
| 2000-2001 | Health Improvement Network | Southfield, MI |
| | • Performed office and clerical tasks: typed dictations and filed paperwork | |
| 1999-2000 | Goldner-Walsh Nursery | Pontiac, MI |
| | • Provided friendly customer service | |
| | • Helped propagate new plants and cared for existing | |
| 1996-1997 | Racetrack Veterinary Services | Livonia, MI |
| | • Performed office and clerical tasks: helped with billing and handled collections | |
| | • Assisted veterinarians | |
| | • Developed x-rays and sterilized equipment | |

July 13, 2018

Honorable Pontiac City Council
47450 Woodward Avenue
Pontiac, MI 48342

Re: **Re-appointment to Planning Commission**
Lucy Payne

Dear Honorable Council Members:

Please be advised that I am hereby re-appointing Lucy Payne to serve on the Planning Commission for a three-year term, which began on July 1, 2017 and expires June 30, 2020. As stipulated in section 4.109, this appointment is subject to approval by the City Council.

Thank you for your consideration and support .

Sincerely,

A handwritten signature in cursive script, appearing to read "Deirdre Waterman".

Dr. Deirdre Waterman
Mayor

Lucy Payne

February 5, 2014

City of Pontiac Community Planning Commissioners
47450 Woodward Ave.
Pontiac, MI 48342

RE: City of Pontiac Planning Commissioners

To: The City of Pontiac Mayor and Planning Commissioners.

The attached resume will provide details of my previous and present qualifications and experience.

For the past 26 years, I have served as a Patient Relations Representative and Customer Service Trainer at Saint Joseph Mercy Oakland (SJMO). During that time, I have worked diligently to foster mutually beneficial relationships with not only the associates, administrative team, medical staff, nursing and ancillary personnel and the City of Pontiac community. In my past role, I engaged the hospital personnel, physicians in resolving/mediating challenging issues that often involved risk cases with multiple departments and services in meeting customers expectations and satisfaction. The scope of my work provided me with a unique perspective on the wants and needs of patients, their families, and the community needs as well.

I am proud to have been involved in a number of SJMO committees that were charged with orchestrating some of SJMO most successful quality improvement activities such as Customer Service Training, Emergency Department process improvement Task Force, Emergency Wait Time and Dress-Code initiatives. I was also very instrumental in collaborating with SJMO Buildings and Ground Department, SMART Transportation Services and the City of Pontiac Building Department in implementing and the building of a bus shelter for the comfort of patients and the community that use the public transportation system.

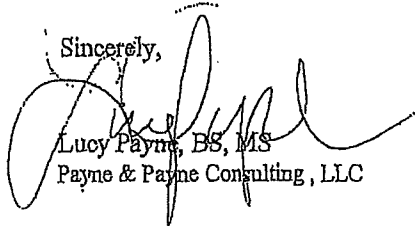
My area of experience include organizational management, problem solving, investigation, mediation, behavioral management, grief consulting, interaction with diverse groups and addressing concerns of the community. I have also gained experience through my work as a consultant of a broad spectrum of business exposures to case studies and best practices in a variety of industries as an independent business owner Payne & Payne Consulting, LLC.

My educational credentials include a Associate Degree in Liberal Arts from Oakland Community College, Bachelor of Science degree in Human Resource Development from Oakland University, Master of Arts degree in Organizational Management and a Certificate of Mediator Training from Oakland Medication Center.

It has been my experience that committees and boards are most effective with individuals that are diverse in areas of knowledge, skills and expertise. As a visionary, I am very interested in utilizing my skills in the revitalization of the City of Pontiac's future plans that promotes a healthy and safe environment for our city residents, while generating revenue for the city.

It has been my absolute pleasure and an honor to serve with the City of Pontiac Mayor and Planning Commissioners. I look forward to utilizing my experience in building and bridging gaps in communication, strategic planning, creative thinking, collaboration, negotiation, and customer service. I look forward to my continual servicing the community and collaborating with you in designing the future City of Pontiac.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lucy Payne', with a large, stylized flourish extending from the end of the signature.

Lucy Payne, BS, MS
Payne & Payne Consulting, LLC

LUCY PAYNE

CAREER SUMMARY

An accomplished senior-level patient relations representative with 27+ years of experience managing customer grievances at St. Joseph Mercy-Oakland in Pontiac, Michigan, a 457-bed health system serving a diverse patient population in an urban setting. Collaborated with the CEO and C-level leadership team, physicians, risk management, nursing and others in resolving issues. Expertise in investigating and analyzing grievance data to proactively formulate strategies for preventing grievances and improving systems and processes. Grievance mitigation supported by achievement of a Master of Arts in Organizational Management, a Bachelor of Science in Human Resource Development, a certificate in Civil Mediator Training, and completion of a pre-licensing course in Life and Health Insurance.

PROFESSIONAL EXPERIENCE

P & P Consulting, LLC, Bingham Farms, Michigan 2003 – present
Consultant - Organizational Management / 2003 – present.
Problem Resolution / Mediation

- Consulted on management and customer relations for a wide variety of businesses as a principal with P & P Consulting, LLC
 - Analyzed business process flow for medical group practices, automobile dealerships, and financial services firms; recommended process improvements
 - Trained staffs in customer service improvement techniques

Saint Joseph Mercy-Oakland, Pontiac, Michigan 1984 – 8/2012
Patient Relations Representative 1984 – 8/2012

Patient Relations Management

- Managed customer complaints within St. Joseph Mercy-Oakland health system; complaints involve a wide-range of issues/disciplines (e.g., staff, billing, food service, housekeeping, safety, parking, pharmacy services, physical plant, etc.)
 - Interviewed customers to determine nature of complaint; employed customer relationship management and mediation techniques to negotiate win-win resolutions to issues identified
 - Collaborated with physicians and nursing and ancillary department heads and staff to improve customer service as well as investigate and resolve customer service issues
 - Identified incidents with the potential for legal / risk management involvement; advised risk management department heads of complaint; collaborated with risk management on incident investigation; served as liaison between patient/family and risk management department
 - Documented all customer complaints on computer database; tracked resolution of issues
 - Analyzed billing issues and made determination regarding billing adjustments / reimbursement
 - Reviewed patient medical charts to determine validity of patient care issues / complaints; met with department heads, medical staff, nursing and ancillary staff to discuss issue resolution and future process improvement strategies
- Served as a liaison between customers/families and the Gift of Life and Michigan

- Eye Bank organizations, encouraging organ donation, providing grief counseling services, and educating patients and families on organ, tissue and eye transplants
- Responded to code calls and served as liaison between family members and physicians; provided grief/crisis counseling to patients and families
- Testified in court proceedings and assisted attorneys in lawsuit preparations
- Interviewed new hires for Patient Services Department; facilitated one-on-one and group interviews as well as candidate hiring discussions

Teaching

- Trained medical residents and all new employees in customer/patient service
- Managed Oakland University Internship Program for Patient Representatives

Process Improvement

- Analyzed all customer complaints to determine trends; met with department heads on an individual basis when trends were evident; followed-up to ensure problem resolution
- Reengineered the patient death process and fetal demise protocols
- Championed the installation of a bus shelter near the hospital grounds; managed project coordination between the hospital's Administration and Buildings and Grounds Dept., the City of Pontiac and SMART Transit
- Compiled and analyzed patient satisfaction data on Emergency Services; drafted report / presented findings to Process Improvement Team; worked with physicians and staff to improve response time and customer relations
- Resolved employee identification by customers challenge by instituting a color-coded uniform (by staff classification) policy
- Collaborated with security and risk management personnel to reengineer process for securing patient belongings; instituted policy debiting departmental budgets for patient reimbursement for lost items

<u>Waterford School District, Waterford, Michigan</u>	<u>1974-82 / 1988-97</u>
Substitute Teacher (Grades K-12)	1988 - 1997
Instructional Technician (Grades K-12), Montgomery Developmental Training Center	1974 - 1982

<u>Detroit College of Business, Ferndale, Michigan</u>	<u>1975 - 1980</u>
Dean of Students / Proctor (part-time position)	1975 - 1980
Pontiac Schools/Seniors Fitness Program (part-time)	1982-1982

EDUCATION

Master of Arts in Organizational Management February 2004
University of Phoenix, Troy, Michigan Campus

Bachelor of Science in Human Resource Development June 1985
Oakland University, Rochester, Michigan

Civil Mediator Training, 40-Hour Course November 2012
Oakland Mediation Center, Bloomfield Hills, MI

Additional Professional Development:

- Certificate, Pre-Licensing Course in Life & Health Insurance, Financial Services Institute, Novi, MI, November 2013

APPOINTMENTS

- Planning Commissioner, City of Pontiac, MI, 11/2012 - present
- Board Member, Baldwin Center, Pontiac, MI, 2005 - 2013
- Committee Appointments at Saint Joseph Mercy-Oakland, Pontiac, MI
 - Member, Chief Executive Officer Advisory Committee, 2002
 - Member, Speaker's Bureau, 1991 - 8/2012
 - Founder and Chair, Hospital Grievance Committee, 2003 - 8/2012

HONORS/AWARDS

- Honored as one of the top donor facilitators, Michigan Eye Bank, 2000

July 13, 2018

Honorable Pontiac City Council
47450 Woodward Avenue
Pontiac, MI 48342

Re: **Re-appointment to Planning Commission**
Christopher Northcross

Dear Honorable Council Members:

Please be advised that I am hereby re-appointing Christopher Northcross to serve on the Planning Commission for a three-year term, which began on July 1, 2018 and expires June 30, 2021. As stipulated in section 4.109, this appointment is subject to approval by the City Council.

Thank you for your consideration and support

Sincerely,

A handwritten signature in cursive script, appearing to read "Deirdre Waterman".

Dr. Deirdre Waterman
Mayor

Pent A

Application for Membership
City of Pontiac Planning Commission
City of Pontiac, Michigan

Return by June 30, 2011 to:
Building, Safety and Planning Divisions
Attn: James Sabo, Planner
City Hall
47450 Woodward Ave
Pontiac, MI 48342
Phone: 248-758-2816

Part A: Applicant Information

Name: Christopher Van Northcross Sr.

Home Address: [REDACTED]

ZIP: [REDACTED]

Pontiac Resident: YES ☒ NO ☐

Number of Years Resident: 60

Phone (H): [REDACTED] (W) [REDACTED]

(cell) [REDACTED] (best) (Fax) [REDACTED]

Email Address: [REDACTED]

Occupation: Design Engineer

Employer Name & Address: Retired from Ford Motor Co.

ZIP: [REDACTED]

Part B: Resume

Attach a copy of your résumé, including your job experience and education.

Part C: Statement of Interest and Qualifications

Attach a one-page summary of your reasons for seeking appointment that includes your specific areas of interest, expertise and goals.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

In order to avoid any potential conflict of interest, I, the undersigned, agree not to be involved in any recommendations or decision making regarding any agency(ies) or entity(ies) for which I serve in the following capacity(ies) which may contract or subcontract with the City of Pontiac.

Agency: To the best of my knowledge I have no conflicts of interests

Capacity in Which I Serve: _____

Signature: _____

Date: 7/13/2014

Part B

CHRISTOPHER VAN NORTHCROSS

Major Accomplishments

- Design and Release of 6.4L 5R110W converter clutch and damper system for MY2008. This design increased clutch system torque capacity by 15% while reducing system NVH, yet fit within the original clutch system pressure and space boundaries.
- The design and release of AODE/4R70W overdrive band and servo system robustness improvements that reduced manufacturing costs (more than a \$3 per system savings), decreased warranty, and improved customer satisfaction (better shift-feel).
- First within Ford Transmission Engineering to use VSA (variation simulation analysis) to predict component location and fit within complex assemblies.
- Completion of the Ford Six Sigma Black Belt certification program
- Creation of optimized computer fuel economy and performance powertrain models through use of Design of Experiments methodology, in-house corporate software, and commercial software (Splint).
- Design and release a cost reduced output shaft forging that resulted in \$400,000 savings per year in material, labor, and warranty costs. This was also the first product application in the Transmission Manufacturing Division to fulfill a near net part shape corporate design/manufacturing directive.
- Development of a tin nickel coated seal ring that eliminated AOD transmission case bore wear and resulted in \$1.2million in warranty savings per year.

Career

8/78 - 2/07 Ford Motor, Transmission Engineering, Livonia, Michigan

While with Ford I handled a number of assignments, all related to the design and release of automatic transmissions systems for cars and light trucks. Last assignment was to provide reliability consultation to Ford design teams as an Embedded Six Sigma Black Belt.

4/75 - 8/78, Automotive Control Systems Group, Bendix, South Bend, Indiana.

I was responsible for the Purchasing and Engineering interface with Ford, General Motors, American Motors, Volkswagen of America, and Chrysler as required for the sale of original equipment manufacturer (OEM) foundation brakes.

7/73 - 4/75 American Can Company

During my tenure of with American Can Company I supervised plant improvement and renovation projects, and performed the duties of the foreman of maintenance in his absence. Also I completed a ten month college graduate orientation program.

5/69 - 7/73 City of Pontiac, Pontiac, Michigan

On a part time basis, during the school year, and full time in the summer I worked as an Executive Aide in the Program Development Division of the City Manager's Office, Administrative Aide in the Department of Public Works and Services, and an Engineering Aide in the Engineering Division of the Department of Public Works and Services.

Education

4/73, B.S. in Engineering, Oakland University, Rochester, Michigan

5/93, Graduate Certificate in Applied Mathematics and Statistics, Oakland University, Rochester, Michigan

8/03, Six Sigma Black Belt Certification, Ford Motor Company

On going Ford Technical Education Program

Currently working to complete a private pilot's license

Specific Skills Set Include

Relationship and Team Building

Project Design and Release Management

- Advance Product Quality Process (APQP)
- Statistical Process Control procedures and management
- Ford Product Development System (FPDS) management
- Ford Global Product Development System (GPDS) management
- Six Sigma DMAIC process and tools

Tribology of friction materials in transmission fluids

- Wet friction material selection and development

Knowledge of stamping and forming processes

Rotating and reciprocating seal selection and development

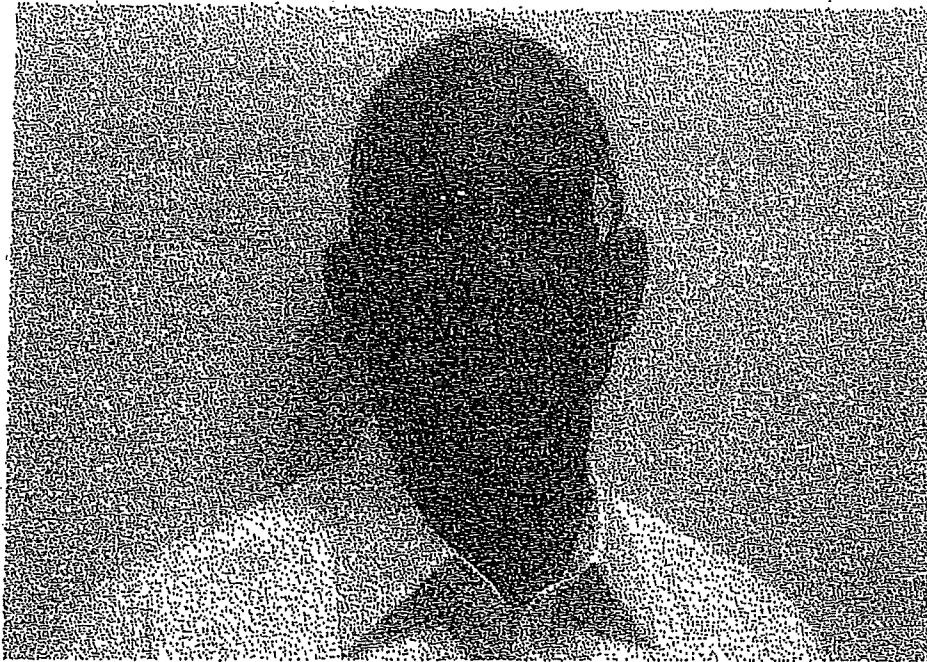
Proficient with following software packages:

- Microsoft Office Suite of Products (Word, Excel, PowerPoint, Publisher)
- Statistical packages Minitab and Splus
- Microsoft Project
- Solidworks
- Catia

Knowledge of following software:

- Fortran
- C
- Visual Basic
- SAS
- Unix system
- Variation Simulation Analysis (VSA)
- CFD modeling
- Finite Element Analysis

Page B



Christopher Northcross is a second generation native of Pontiac, son of [REDACTED] and brother of [REDACTED]. He is a graduate of Pontiac Central and Oakland University. In 2007 he retired from the Ford Motor Company where he worked in the design and development of automatic transmissions systems.

Chris and his wife, [REDACTED] have been married for 42 years, current reside in the home they own in Pontiac, have three adult children, and one granddaughter. His Church home is [REDACTED] African Methodist Episcopal Church, where he serves as a Church Trustee. He is also a member of the [REDACTED] and the [REDACTED] Ministry.

Chris feels blessed to have born in Pontiac and believes the measure of a community is how well it develops its young people. To that end, he is active in the following organizations and activities:

The [REDACTED] Summer Youth Program	Currently a member and a past-president of the Pontiac Optimist Club (whose motto is "Friend of Youth")
Member of the executive board and volunteer in Communities United For Children	Board member of the Strong United Neighbors (SUN) Pontiac Time Bank
Member of the NAACP of Northern Oakland County	Served 12 years as a Trustee on the School Board of the School District of The City of Pontiac
A volunteer and mentor for 4H	A volunteer at the WHRC Elementary school
A member of the Mayor's Transition Team	A member of the Master Plan Steering Committee

Chris has also served as:

- A Steward for [REDACTED] Church
- A member and the Treasurer of The Jay Shop Board of Directors
- Charter Member and past Treasurer of the Pontiac Citizen Coalition
- A founding member and past President of, and actor in the Northstar Theater troupe.

His hobbies are bicycling, traveling, architecture, and fellowshiping with others. He is also studying to complete his private pilot's license.

Part C

Statement of Interest and Qualifications For
City of Pontiac Planning Commission

July 14, 2014

To Whom It May Concern, I am seeking appointment to the Planning Commission because I believe I can be of service to the City of Pontiac in facilitating fair and positive development. I am so seeking appointment to the Commission because I believe our (my wife and myself) interests are best served by continuing to live in Pontiac. I am also mindful that Pontiac is, as is all of Michigan and the entire United States, undergoing a massive change, and unless there is meaningful input from the residents of Pontiac, the resulting change may not be positive for the residents of Pontiac.

My belief in my ability to contribute stems from my recent experience with the Master Plan Steering Committee; the recent renovation of our home in Pontiac; over 35 years of experience in the field of engineering; over 40 years of volunteer service in the community, including 12 years as an elected member of the Pontiac School Board; and over sixty years of experience living in this community.

I am interested in incorporating, as a metric in the measurement of the efficacy of government programs and actions, the development of young people. While I feel land use/planning is just one of a number of factors which must be managed to achieve fair and positive community development, it is a factor which can significantly retard the positive development of families and young people in Pontiac. At the same time I am aware that economic growth must occur in Pontiac, if Pontiac is to grow. The positioning of businesses and people relative to each other, the clarity with which the City's vision for positive development is articulated, along with City government sensitivity to the needs within our community are key to achieving fair and positive community development. The inclusion of the development of young people into the calculus of City Planning is needed (I believe) in order for this City to reach its full potential.

Aside from a passion for prompting the development of the City's young people, which includes my mentoring and tutoring activities at local schools, I enjoy meeting and interacting with people. I am very engaged in my Church, Newman AME of Pontiac, where I serve as a Trustee and the Assistant Superintendent of the Church school. I enjoy bicycling and learning. In regards to learning, I strive to take two classes a year at Oakland Community College on a variety of subjects. To date I have completed classes in architecture, computer design, Spanish language, and nanotechnology at OCC. Also I am halfway through work to obtain a private pilot's license. In addition, I enjoy travel both domestic and international.

Your comments and suggestions are welcome.

Yours Truly



Christopher Northcross

7/14/2014

July 13, 2018

Honorable Pontiac City Council
47450 Woodward Avenue
Pontiac, MI 48342

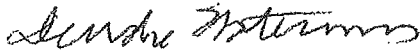
Re: **Re-appointment to Planning Commission**
Dayne Thomas

Dear Honorable Council Members:

Please be advised that I am hereby re-appointing Dayne Thomas to serve on the Planning Commission for a three-year term, which began on July 1, 2016 and expires June 30, 2019. As stipulated in section 4.109, this appointment is subject to approval by the City Council.

Thank you for your consideration and support

Sincerely,

A handwritten signature in cursive script, appearing to read "Deirdre Waterman".

Dr. Deirdre Waterman
Mayor

July 31, 2018

Dear Honorable Mayor Waterman,

Thank you for the opportunity to serve the Pontiac Planning Commission.

As you know, I have served on the Planning Commission since 2011, and during my tenure as Chairman, I have presided over more than 400 planning proposals and in turn, the Planning Commission have approved some of the biggest developments in Pontiac history, including but not limited to:

- M-1 Concourse
- Ultimate Soccer
- Wessen Lawn Tennis Club
- Challenger Stamping
- Williams Aerospace
- GM Global Propulsion Systems (multiple expansions)
- Washington Junior High School repurposed as Senior Living

Indeed, during my tenure as Chair, the Pontiac Planning Commission have recommended for approval a glut of vacant industrial sites that were repurposed into viable, tax revenue producing enterprises for which the City of Pontiac can be proud.

Moreover, during my tenure the Planning Commission have approved hundreds of smaller commercial enterprises as well which are the lifeblood of any community, and altogether, large and small, it has resulted in hundreds of thousands of dollars of new tax revenue for the City of Pontiac.

I am especially proud of the fact that a multitude of business owners, large and small, have thanked me for the respect and dignity for which they were treated by our commissioners during their presentations to Planning Commission: I am proud of that, because as Chair I seek proper decorum and for the most part, my wishes have been fulfilled.

In closing, my professional background earned over 40 years in Marketing, Product Planning and Product Development with some of the largest corporations in the world has uniquely prepared me to Chair the Pontiac Planning Commission, so I think I am well suited to bring professional guidance and expertise to the Planning Commission for another term.

Thank you for the opportunity to serve you and the City of Pontiac.

Respectfully,
Dayne Thomas
Chair, Pontiac Planning Commission
Chair, GM Modern Housing Board of Directors

Personal Bio
Dayne Thomas
Chairman, Pontiac Planning Commission
129 Oliver Street
Pontiac, MI 48342
dayne@daynethomas.net
(248) 909-0302

Dayne Thomas was born and raised in Pontiac, Michigan but a business odyssey took him across the US and Asia Pacific...and then back!

He worked for companies as diverse as GM, BMW, AIG, Aon and Gulf States Financial Services and lived and worked in cities as diverse as Pontiac, Denver, Houston, LA, NY, Hong Kong, Tokyo and Melbourne (Australia).

Dayne Thomas was born and raised on Pontiac's near north side in the modest, Historic neighborhood known as GM Modern Housing...a planned housing development conceived by Pierre DuPont, GM Chairman and largest shareholder of GM (at the time), as well as patriarch of DuPont Companies. It was Pierre DuPont who visualized and developed the 61 acre site circa 1919 to 1926.

Dayne Thomas family moved to Pontiac in the mid 1930's...his father worked at Baldwin Rubber Company (a major automotive supplier of the day), where he was responsible for Chemical Department and Salvage...while his mother worked at Pontiac Motor in Salary Payroll.

The family moved into their home on Oliver Street, (GM Modern Housing) in September 1945 and Dayne Thomas was born in November 1945.

The tragic death of Dayne's father in 1956 meant the family would not move from Oliver Street, so the modest house on Oliver Street, in GM Modern Housing is the only family home Dayne Thomas has known.

Dayne Thomas matriculated Pontiac Schools: McCarroll Elementary, Lincoln Jr. High School and Pontiac Northern High School where he played Football, Basketball and Tennis (as Captain) and graduated in 1963. Prior to his senior year, he was nominated by VFW to attend prestigious, Wolverine Boy State.

Dayne Thomas went on to study Communication Arts at Michigan State University where he graduated with a BA Degree in Advertising in 1972 after proudly serving 2nd Infantry Division in the Republic of Korea during the Viet Nam era. He earned the rank of Sergeant/SP5 and was awarded an Army Commendation Medal as well as an Expedition Medal awarded by Republic of Korea.

Next page...

Dayne Thomas commenced his professional career with GMC Truck & Coach in Pontiac, Michigan as a Sales Engineer in 1972.

In 1980, as the domestic auto industry was suffering thru major economic turmoil, Dayne Thomas accepted a post with BMW of North America as a District Sales Manager living in Denver and overseeing the Rocky Mountain Region.

Then in 1984, Dayne Thomas moved to Southern California (Orange County) and accepted a post with General Group of Companies as Sales Manager in the Automotive Financial Services sector, overseeing the contiguous US.

In 1996, Dayne Thomas accepted a post with AIG as Regional Director in Southeast Asia, based in Hong Kong, overseeing consumer financial service operations in Singapore, Malaysia, Indonesia, Thailand, Philippine's and Guam.

In 1998, after overseeing the successful launch of consumer financial service programs with AIG in Southeast Asia, Dayne Thomas accepted a post with Aon Corp as Regional VP based in Tokyo, successfully overseeing a consumer financial service program developed specifically for Best Denki, Japan's largest electronic retailer.

In 1999, Dayne Thomas took a post with Aon in Melbourne (Australia) as Regional VP overseeing consumer financial service program developed exclusively for Fisher-Paykel, New Zealand's premier Consumer Appliance Manufacturer.

In 2002, Dayne Thomas repatriated to the US and accepted a post with Gulf States Financial Services (an affiliate of Toyota Financial Services) as Sr. Manager, Product Development based in Houston, TX.

In the fall of 2009, Dayne Thomas came full circle and moved back into the modest boyhood home where he was raised in Pontiac. The neighborhood is listed upon the National Register of Historic Places, and he has set about to restore the home true to its historical character.

Dayne Thomas says: "So many people have helped me, so I came back...to give back. While others moved out...I moved back...to give back to the city that gave me a start".

Dayne Thomas is single (divorced, no children) and proudly serves as Chairman, Pontiac Planning Commission; serves as Chair, GM Modern Housing Board of Directors (an association he founded), and served upon Master Plan Advisory Committee

Dayne is also owner/proprietor of "Oliver Street Farms and Vineyards", a personal revitalization project founded to clean up Urban blight and repurpose abandon parcels and convert dust and blight into Community Gardens...Orchards...Vineyards...and Open Air Farmers Market!

Dayne Thomas is a proud son of Pontiac...and a proud Alumnus of Michigan State University!

Personal Resume
Dayne Thomas
129 Oliver Street
Pontiac, Michigan 48342
dayne@daynethomas.net
(248) 909-0302

Professional Overview:

More than 40 years of experience in Marketing, Product Planning and Product Development domestically and internationally.

Professional Skills:

Planning, development and execution

Professional Experience:

GMC Truck & Coach (HQ, Pontiac, Michigan):

- Sales Engineer
- Market Research Analyst
- Government Sales
- Municipal Fleet Sales
- Government Sales
- District Mgr

BMW North America (HQ, Montvale, NJ):

- Sales Manager serving Rocky Mountain Region

General Group International (HQ, Harbor City, California-Automotive Financial Services):

- Sales Manager serving contiguous 48 states

American International Group (HQ, New York-Insurance & Financial Services):

- Regional VP (Southeast Asia Regional Office-Hong Kong, serving Singapore, Malaysia, Indonesia, Philippines' and Guam)

Aon Corp (HQ, Chicago, Illinois-Insurance & Financial Services):

- Regional Director (Tokyo, serving Japan and Korea)
- Regional Director (Melbourne, Australia, serving Australia and New Zealand)

Gulf States Financial Services (HQ, Houston, Texas-Automotive Financial Services):

- Senior Manager/Product Planning, serving US Gulf States)

Civic Engagement:

- Chair, Pontiac Planning Commission (2011 to 2018)
- Chair (and founder), GM Modern Housing Board of Directors (2016 to 2018)
- Owner/Proprietor: Oliver Street Orchard/Vineyards/Community Gardens

Military (Viet Nam era):

- US Army: Sgt, 2nd Infantry Division, Republic of Korea

Military Awards:

- Army Commendation Medal awarded by Department of the Army
- Expedition Medal awarded by Republic of Korea

Education:

- Pontiac Schools (McCarroll Elementary, Lincoln Junior High School, Pontiac Northern High School)
- Michigan State University (BA: Marketing, Advertising, Communication Arts)

Summary:

Born and raised in Pontiac, Michigan.

Matriculated Pontiac Schools and commenced my professional career with GMC Truck & Coach, based in Pontiac.

After a 40 year corporate odyssey took me across the US and Asia Pacific, I came back to Pontiac to restore my boyhood home and give back to the City of Pontiac!

I came back to give back!



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

RECEIVED
2018 AUG 10 PM 3:07
PONTIAC CITY CLERK

TO: Pontiac City Council

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

DATE: August 14, 2018

RE: 2018 Street Improvement Program Contract – Cadillac Asphalt

The City of Pontiac received and publicly opened bids for the referenced improvement project on Monday, July 30th, 2018, at 2:00 PM. Proposed work is at multiple locations throughout the City;

- Mill Street between Huron and University
- University between Mill and Perry
- Perry between Huron and University
- Jessie from South Paddock to Auburn
- Kettering from Emerson to Perry

A total of five (5) bids were received for the project in the amounts as follows:

1. Cadillac Asphalt	\$2,188,941.86
2. Pro-Line Asphalt	\$2,225,463.80
3. Ajax Paving	\$2,370,852.70
4. Great Lakes Contracting	\$2,511,700.25
5. PAMAR Enterprises	\$2,512,979.70

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

Construction is scheduled to start just after Labor Day (September 3) with anticipated completion of Mill Street, University Drive and Perry Street before November 30, 2018 and South Jessie and Kettering completed by July 30, 2019.

Funding for the project is identified in the FY '18 Major and Local Street Fund.

Based upon the above and attached information, it is the recommendation of the Department of Public Works that the 2018 Street Improvement Program contract be awarded to Cadillac Asphalt, LLC, in the amount of \$2,188,941.86.

WHEREAS, The City of Pontiac has advertised and received responses to a request for proposal for the 2018 Street Improvement Program on July 30, 2018, and publically opened bids, and;

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

WHEREAS, the City identified the low bidder as Cadillac Asphalt, LLC.

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorized the Mayor to enter into a contract with Cadillac Asphalt, LLC for \$2,188,941.86 for the 2018 Street Improvement Project.

JVB

Attachments

REFERRAL/RECOMMENDATION FORM

DATE: August 10, 2018

TO: Jane Bais-DiSessa, Deputy Mayor

FROM: Michelle L. McKenzie, Purchasing Agent

THE ATTACHED DOCUMENTS ARE BEING REFERRED FOR THE FOLLOWING REASONS:

☐ City Council ☒ Bid Approval ☐ Budget Approval ☐ Cancelled ☐ Other

Bid Analysis and Recommendation for _____

The following bid is attached:

2018 Street Improvement Program

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: 2018 Street Improvement Program

REMARKS: After a competitive process and a public bid opening, it is recommended
that Cadillac Asphalt, LLC be awarded the 2018 Street Improvement Program 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."

Contractor 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 my listing of vendors notified on MITN.
I have included a bid tabulation showing all the bidders and their prices.

Signature of Purchasing Agent:

Michelle A McKenzie
 Date: 8/10/18

Approved by:

Signature of Deputy Mayor:

James Bani Pifun
 Date: 8.10.18

☒ LARA
 ☒ CORPS
 ☒ SAM
 ☒ Income Tax
 ☒ Property Info
 ☒ City A/P
 ☒ SBA
☒ MITN Profile
☒ Website
☒ Bid Tab
☒ Vendor List
☒ RFP
☒ Addendum #1 & #2

[Michigan.gov Home](#)[License Verification Home](#)[BPL Home](#)[Contact BPL](#)[CS&CL Home](#)[Contact CS&CL](#)[LARA Home](#)

Bureau of Professional Licensing / Corporations, Securities & Commercial Licensing Bureau

VERIFY A LICENSE/REGISTRATION

Name	DBA Name	License Type	License Nbr	Address	Status	Enforcement Action
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There were no records found matching the search criteria

[Back](#)[New Search](#)

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

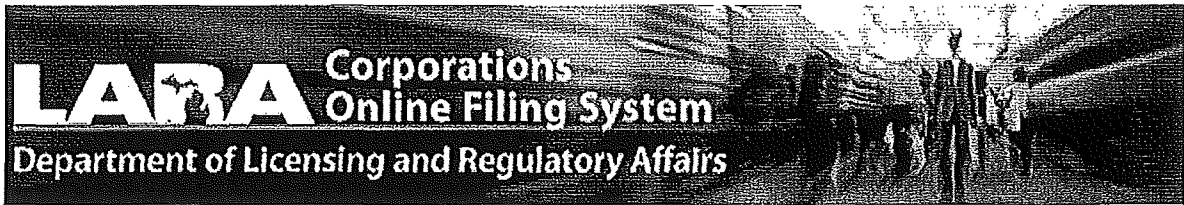
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Lara 1/2

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Business Entity results

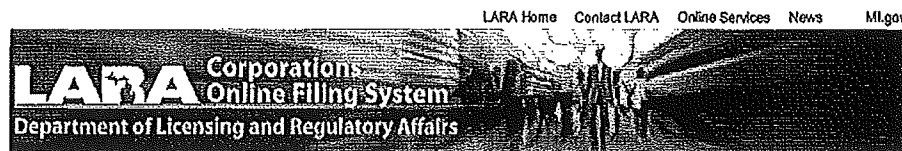
Number of records: 4

Entity Name	ID Number	Old ID Number	Address
CADILLAC ASPHALT, L.L.C.	801241134	B4672J	601 ABBOT ROAD EAST USA
CADILLAC ASPHALT PAVING COMPANY	800173555	168895	9300 DIX AVE DEARBOR
CADILLAC ASPHALT PAVING COMPANY	800045701	045954	27575 WIXOM RD. NOV.
CADILLAC ASPHALT PRODUCTS COMPANY	800173555	168895	9300 DIX AVE DEARBOR

[New Search](#)[LARA FOIA Process](#) [Transparency](#) [Office of Regulatory Reinvention](#) [State Web Sites](#)[Michigan.gov Home](#) [ADA](#) [Michigan News](#) [Policies](#)

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Lara 2/2



ID Number: 801241134

[Request certificate](#)[New search](#)

Summary for: CADILLAC ASPHALT, L.L.C.

The name of the DOMESTIC LIMITED LIABILITY COMPANY: CADILLAC ASPHALT, L.L.C.

Entity type: DOMESTIC LIMITED LIABILITY COMPANY

Identification Number: 801241134 Old ID Number: B46723

Date of Organization in Michigan: 06/30/2003

Purpose: All Purpose Clause

Term: Perpetual

The name and address of the Resident Agent:

Resident Agent Name: CSC-LAWYERS INCORPORATING SERVICE (COMPANY)

Street Address: 601 ABBOT ROAD

Apt/Suite/Other:

City: EAST LANSING

State: MI

Zip Code: 48823

Registered Office Mailing address:

P.O. Box or Street Address: 601 ABBOT ROAD

Apt/Suite/Other:

City: EAST LANSING

State: MI

Zip Code: 48823

Act Formed Under: 023-1993 Michigan Limited Liability Company Act

Managed By:

Managers

View filings for this business entity:

ALL FILINGS

ANNUAL REPORT/ANNUAL STATEMENTS

CERTIFICATE OF CORRECTION

CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR RESIDENT AGENT

RESIGNATION OF RESIDENT AGENT

[View filings](#)

Comments or notes associated with this business entity:

[LARA FOIA Process](#) [Transparency](#) [Office of Regulatory Reinvention](#) [State Web Sites](#)[Michigan.gov Home](#) [ADA](#) [Michigan News](#) [Policies](#)

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CORPS

A NEW WAY TO SIGN IN - If you already have
a SAM account, use your SAM email for login.gov.

Log In
Login.gov FAQs

ALERT - June 11, 2018: Entities registering in SAM must submit a postulated letter appointing their authorized Entity Administrator. Read our updated FAQs to learn more about changes to the postulated letter review process and other system improvements.

Search Results

Current Search Terms: cadillac* asphalt*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.



ISN v1.P. 16.20180727-0955

WWW

Search Records	Disclaimers	FAPIS.gov
Data Access	Check Status	GSA.gov/IAE
Check Status	Accessibility	GSA.gov
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Help		

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 disciplinary action including criminal prosecution.

SAM

Michelle McKenzie

From: Larry A. Kosofsky
Sent: Wednesday, August 8, 2018 4:42 PM
To: Michelle McKenzie
Subject: RE: Please investigate Cadillac Asphalt, LLC

Hello Michelle,

I have tax records for multiple entities apparently related to this business. I have addresses in Georgia, and Dearborn, East Lansing, and you provided me with Clarkston and Canton.

They may be part of a larger company that files complex information.

It appears as though they may be in compliance, but I think I need more specificity as to the income tax structure of the business.

Larry

From: Michelle McKenzie
Sent: Wednesday, August 8, 2018 3:47 PM
To: Larry A. Kosofsky <lkosofsky@pontiac.mi.us>
Subject: Please investigate Cadillac Asphalt, LLC
Importance: High

Larry,

The City would like to use the services of Cadillac Asphalt for the 2018 Street Improvement Program. Please investigate them for compliance.

Cadillac Asphalt, LLC
4751 White Lake Road
Clarkston, MI 48346

Tax ID# 65-1194742

According to accounts payable the did work for the City in:
2003, 2004, 2005, 2006,----, 2008, 2009 and I do not see anything after that.

Thank you for your help,

Michelle L. McKenzie
Purchasing Agent/Fiscal Analyst
City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342
MMcKenzie@pontiac.mi.us
Direct Dial (248) 758-3120
Fax (248) 758-3197

4751 WHITE LAKE RD CLARKSTON MI 48346-2554



08-31-302-002

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 Information

Owner(s) : T-M CONSTRUCTION LLC & CADILLAC ASPHALT LLC

Mailing Address : 2575 S HAGGERTY RD STE 100 CANTON MI 48188-2674

Location Information

Site Address : 4751 WHITE LAKE RD CLARKSTON MI 48346-2554

PIN : 08-31-302-002 Neighborhood Code : I-IMP

Municipality : Charter Township of Independence

School District : 070 CLARKSTON COMM SCHLS

Use : 301 IND IMP (Industrial Imp.)

Water Indicator : Y Sewer Indicator : Y

Well Indicator : N Septic Indicator : N

Property Description

T4N, R9E, SEC 31 PART OF SW 1/4 BEG AT PT DIST N 02-17-25 E 1600.80 FT & S 70-03-05 E 158.80 FT FROM SW SEC COR, TH N 00-46-15 E 784.72 FT, TH S 69-44-05 E 271.27 FT, TH S 71-41-35 E 762.48 FT, TH S 00-04-00 W 312.70 FT, TH S 04-24-45 W 488.23 FT, TH N 70-03-05 W 1011.75 FT TO BEG 17.87 A J340B

Tax Information

Taxable Value : \$260,632 State Equalized Value : \$427,500

Current Assessed Value : \$427,500 Capped Value : \$260,632

Effective Date For Taxes : 07/01/2018 Principal Residence : 0.0000%
Exemption

Taxes

Taxes

Summer : Summer :

Winter : Winter :

Village : Village :

Lot Information

Description : Acres : 17

Prop Info
1/4

4751 WHITE LAKE RD CLARKSTON MI 48346-2554



08-31-302-002

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	Used As	: Shed, Utility, 3 Wall
Year Built	: 1989	Effective Year	: 2005
Class	: S	Quality	: Average
No of Stories	: 1	Height Per Story (feet)	: 16
Avg Square Feet	: 3,240	Elevators	: N
Sprinklers	: N	Identical Units	: 1
Total Building Square Footage	: 3,240		

Building/Section 1 Lump Sum Adjustments

Description	: Block Bldg		
Square Feet	: 120	Units	: 0
Description	: 2 Sty Container		
Square Feet	: 316	Units	: 0
Description	: Manu Office, 1482 SqFt		
Square Feet	: 1	Units	: 0
Description	: Blk/Fr Office,M&Ssec15p17		
Square Feet	: 341	Units	: 0
Description	: Garage		
Square Feet	: 243	Units	: 0
Description	: Port.Lab, 770 SqFt, p123		
Square Feet	: 1	Units	: 0
Description	: WPP		
Square Feet	: 276	Units	: 0
Description	: Mobile Off, 8'x20'		
Square Feet	: 160	Units	: 0

Building/Section 1 Yard Adjustments

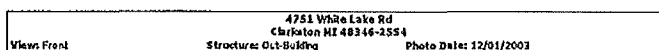
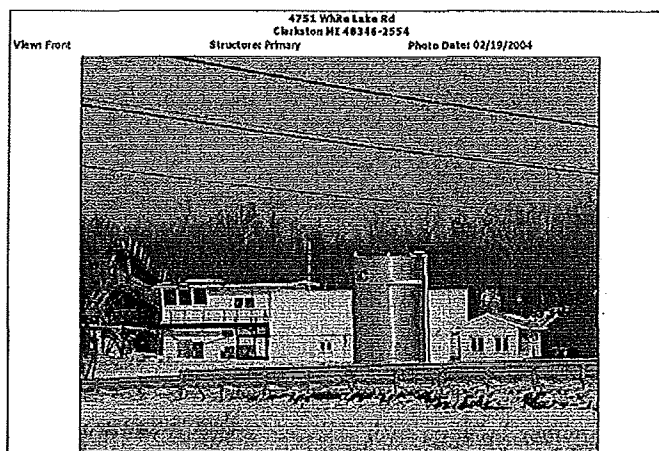
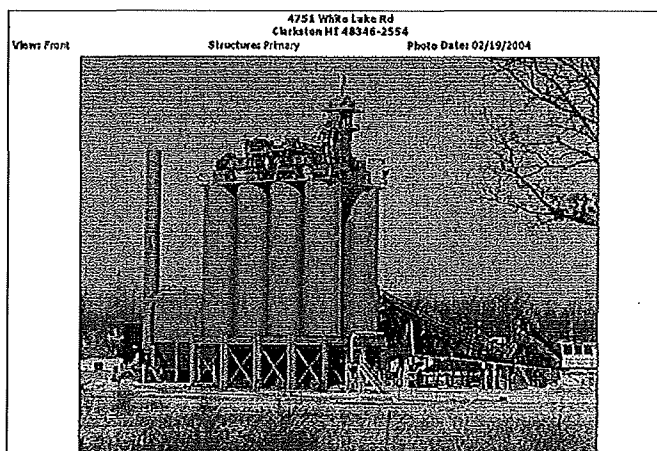
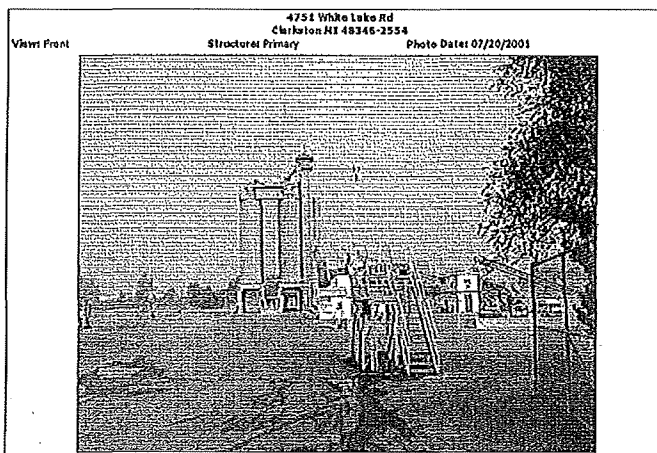
Description	: Paving (Asphalt)		
Square Feet	: 108,666	Units	: J

PropInfo
2/4



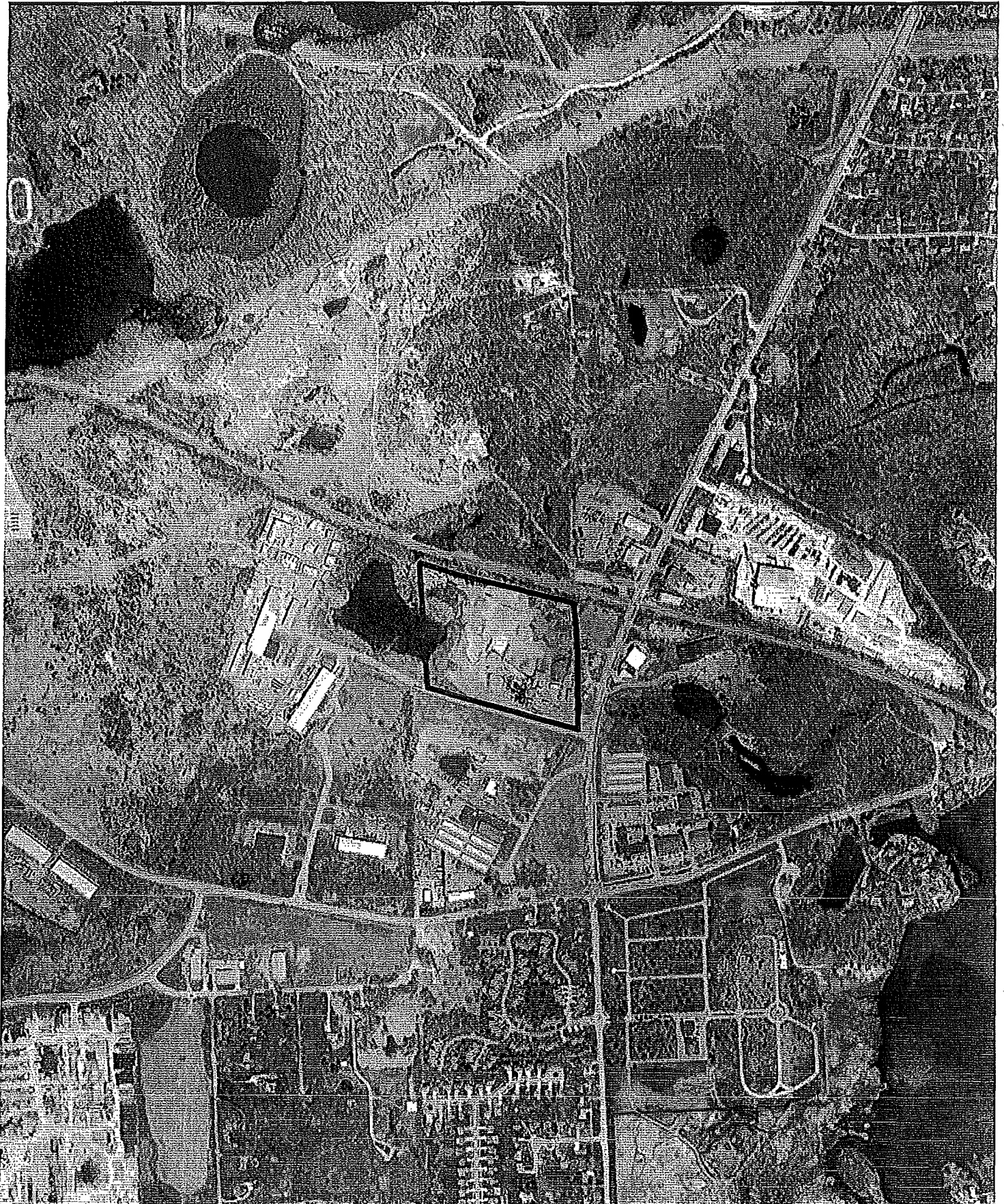
Charter Township of Independence (J) 08-31-302-002 Active

Print Date: Date



Prop Info
3/4

4751 White Lake Road Cadillac Asphalt



- ~ 2 Foot Contours
- ~ 5 Foot Contours
- ~ FEMA Base Flood Elevations
- ~ FEMA Cross Sections
- 100 yr - FEMA Floodplain
- 100 yr (detached) - FEMA Floodplain
- 500 yr - FEMA Floodplain
- FLOODWAY - FEMA Floodplain

Disclaimer: The information provided herewith has been compiled from recorded deeds, plats, tax maps, surveys and other public records. It is not a legally recorded map or survey and is not intended to be used as one. Users should consult the information sources mentioned above when questions arise. FEMA Floodplain data may not always be present on the map.



L. Brooks Patterson
Oakland County Executive

Date Created: 8/8/2018

Prop Info
NORTH
1 inch = 800 feet
4/4



Accessibility Options > SBA Search Results

the profile's status is Active;
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the business is not necessarily registered in SAM (no CAGE code issued yet);
and randomized by original start time of search: 2018-08-08 04:06:54 PM.

Data validation took 0.02 seconds. The count and search queries took 10.30 seconds and 11.21 seconds, respectively.

Displaying profiles 1 - 25 (of 30 profiles matching criteria):

View	Name and Trade Name of Firm	Contact	Address and City, State Zip	Capabilities Narrative
1	CADILLAC BUILDING, INC.	BARRY WIDDUCK	1178 MAIN ST CINCINNATI, OH 45202-7276	
2	CADILLAC CABLES, LLC	BONNIE STELL	337 PEASE RD BURLINGTON, WA 98233-3110	Provide custom manufactured Electronic Wire Harnesses as well as Box and Panel assemblies. We Utilize a UV Laser Wire Marker Machine (Spectrum) and Associated Research Tester to employ state-of-the-art technology in process control.
3	CADILLAC BUSINESS GROUP	EVELYN PARKER	1606 MISSISSIPPI AVE FORT WORTH, TX 76104-7554	
4	CADILLAC SURGICAL CARE, P.C.	KIM ANDERSON	927 S CARMEL ST CADILLAC, MI 49601-2547	
5	CADILLAC PRODUCTS PACKAGING COMPANY DALLAS PLANT	Casey Turner	271 CADILLAC PKWY DALLAS, GA 30157-8278	
6	CADILLAC REALTY GROUP LLC	CAROL B. LEWIS	39150 NOTTINGHAM DR ROMULUS, MI 48174-6316	
7	CADILLAC WALLS	Irvin R Oslin III	1184 PLAINFIELD RD CLEVELAND, OH 44121-2556	
8	CADILLAC GARAGE DOOR, INC.	CADILLAC GARAGE DOOR, INC.	8888 E 34 RD CADILLAC, MI 49601-9580	
9	B.Y. DEVELOPMENT, INC.	CARRIE WERLINGER	360 MAIN ST DEADWOOD, SD 57732-1236	
10	CADILLAC JACK'S GAMING RESORT	NEIL LEFTON	8461 GRAND RIVER AVE DETROIT, MI 48204-2233	THIS IS A FULL SERVICE BODY SHOP THAT HAS BEEN IN BUSINESS SINCE 1949. ALL REPAIRS ARE DONE IN HOUSE WITH THE EXCEPTION OF WHEEL ALIGNMENTS.
11	CADILLAC MACHINERY COMPANY, INC.	RICHARD GOLDSTEIN	1401 LUNT AVE ELK GROVE VILLAGE, IL 60007-5621	
12	Cadillac Clean Room Service, Inc.	Rodolfo Rodriguez	221 Ave Laurel Bayamon, PR 00959-1908	
13	CADILLAC FABRICATION, INC.	Rusty McKellar	1340 MARTY PAUL ST CADILLAC, MI 49601-1337	WELDED, FABRICATED AND MACHINED PARTS. ALUMINUM, STAINLESS STEEL, CARBON STEEL. ALL SIZES UP TO 50' LONG. CUSTOM FABRICATION TO YOUR PRINTS!! WE ARE ISO 9002 CERTIFIED.
14	CADILLAC CASTING, INC.	BRIAN NYLAND	1500 FOURTH AVE CADILLAC, MI 49601-9062	
15	CADILLAC MECHANICAL		124 N MITCHELL ST STE 110 CADILLAC, MI 49601-1856	
16	CADILLAC TISSUE, LLC	BELINDA JEFFERSON	7610 W CHICAGO DETROIT, MI 48204-2862	Manufacture of sanitary paper products, hand towels, toilet tissue, disposable wipers, napkins, kitchen roll towels, facial, centerpull, printed napkins, paper plates, plastic food containers, 100% recycled paper, c-folds, multifold, singlefold.
17	CADILLAC SIGN & DECAL	GERRY Canter	4646 POPLAR LEVEL RD LOUISVILLE, KY 40213-2319	
18	CADILLAC INDUSTRIAL SUPPLY CO.	TRACY L HEWETT	1104 W 13TH ST CADILLAC, MI 49601-9692	
19	CADILLAC CLUB, INC.	MICHAEL SHEETS	1115 S WASHINGTON AVE LANSING, MI 48910-1648	
20	GVS INDUSTRIES, INC. CADILLAC PAPERS	DONALD GILLESPIE	1030 BEISSINGER RD HAMILTON, OH 45013-9322	
21	CADILLAC ASSOCIATES, LLC	KATY GERRISH	93 COTTAGE ST, SUITE A BAR HARBOR, ME 04609-1400	
22	CADILLAC BUILDERS	MICHAEL TOWNSEND	214 S MITCHELL ST CADILLAC, MI 49601-2140	
23	CADILLAC PRODUCTS PACKAGING COMPANY	Casey Turner	5800 CROOKS RD TROY, MI 48068-2830	
24	CADILLAC UNIFORM & LINEN SUPPLY, INC.	Jose Vitella	221 AVE LAUREL BAYAMON, PR 00959-1908	
25	TRANSCEND HOSPITALITY MANAGEMENT L.L.C. CADILLAC CANTINA	FEDERICO VIZCARRA	3844 JOHNSON DR CARROLLTON, TX 75010-6333	

Next 5 Matches: Refine Search:

(or jump to any page, below)

1 2 Next Last

SBA 1/2

SBA Search Results	Accessibility Options	SBA Search Results
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 and randomized by original start time of search: 2018-08-08 04:06:54 PM.

Data validation took 0.00 seconds. The count and search queries took 10.31 seconds and 11.17 seconds, respectively.

Displaying profiles 26 - 30 (of 30 profiles matching criteria):

View	Name and Trade Name of Firm	Contact	Address and City, State Zip	Capabilities Narrative
26	Cadillac Family Physicians Pc (Aff: Munson Healthcare)		8950 Professional Dr Cadillac, MI 49601-8599	
27	CADILLAC IN KENOSHA	RON QUANDT	7110 74TH PL KENOSHA, WI 53142-3510	
28	CADILLAC JACK INC	WILLIAM H DAVIS	98700 OVERSEA HWY KEY LARGO, FL 33037-2373	
29	CADILLAC LDHA LP HARBOR VIEW APARTMENTS	JOANNE J GOLDEN	329 SOUTH STREET CADILLAC, MI 49601-2456	
30	CADILLAC ENGINEERED PLASTICS, INC. FIAMM TECHNOLOGIES	ELLEN WRIGHT	1550 LEESON AVE CADILLAC, MI 49601-8975	

No more matches
 -Refine Search-

(or jump to any page, below)

First Prev 1 2

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 delimited by:
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 , comma and space
 \n new line
 \t tab

Please notify SAM if you discover any inaccurate contact information (address, e-mail address, fax or phone number) in the way most convenient for you:

For SAM Customer Service, contact:
 Federal Service Desk (8am - 8pm Eastern Time)
 866-606-8220
 334-206-7828
 DSN: 866-606-8220

The structure of this page was last updated 02/01/2019, as part of 5855 5.1.1.

SBA 2/2

Vendor List

Created By Michelle McKenna
 Created On 08/08/2018 04:13 PM EDT
 Keyword CadTao Asphalt
 Vendor Status All
 Purchasing Group MITN Purchasing Group

Organization Name	Address	Main Contact	Email	Phone
asphalt solutions of michigan LLC	10422 cadTao Highway, Thompsonville, Mich., 48383	Lisa Reynolds	asphalt.solutions1@yahoo.com	231-432-5853
CadTao Asphalt	2575 Haggerty Rd., Canton, Mich., 48108	Jason Tapscott	jason.tapscott@mpinc.com	248-220-9281
CADTAO ASPHALT LLC	51777 w. 12 mile rd., Warren, Mich., 48093	DENNY WEST	DWEST@MPINC.COM	248-380-3544
CadTao Asphalt, L.L.C.	2575 Haggerty Road, Suite 100, Canton, Mich., 48108	Aaron Price	BidneEmails@mpinc.com	734-387-2050
CadTao Asphalt, L.L.C.	21421 Hilltop Street, Suite 20, Southfield, Mich., 48033	Michelle M. Miller	michelle.miller@mpinc.com	248-215-0416

MITN



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website 1/2

CANTON - MAIN OFFICE
2575 Haggerty Rd, Suite
100, Canton, MI 48188 —
Map

BELLEVILLE
1785 Rawsonville Road,
Belleville, MI 48111 —
Map

**FARMINGTON HILLS -
BUSINESS OFFICE**
39255 Country Club Drive,
Suite B20, Farmington
Hills, MI 48331 — Map

ROMULUS
13501 Huron River Drive,
Romulus, MI 48174 —
Map

ANN ARBOR
857 S Wagner, Ann Arbor,
MI 48103 — Map

SHELBY
12345 23 Mile Road,
Shelby Twp, MI 48315 —
Map

CLARKSTON
4751 White Lake Road,
Clarkston, MI 48346 —
Map

TROY
2040 Barrett Drive, Troy,
MI 48064 — Map

DIX - DETROIT
670 South Dix Avenue,
Detroit, MI 48217 — Map

WXOM
51777 W. 12 Mile Road,
Wixom, MI 48393 — Map

MT. CLEMENS
67 Mary Street, Mt.
Clemens, MI 48043 —
Map

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Asphalt | Royal Oak Asphalt | Saint Clair Shores Asphalt | Shelby Township Asphalt | Southfield Asphalt | Taylor Asphalt | Waterford
Asphalt | West Bloomfield Asphalt | Auburn Hills Asphalt | Birmingham Asphalt | Bloomfield Hills Asphalt | Dearborn Asphalt | Northville
Asphalt | Belleville Asphalt | Rochester Asphalt | Plymouth Asphalt | Adrian Asphalt | Ann Arbor Asphalt | Brighton Asphalt | Flint Asphalt
| Howell Asphalt | Lapeer Asphalt | Monroe Asphalt | Port Huron Asphalt | Mount Pleasant Asphalt | Midland Asphalt | Bay City Asphalt |
Bad Axe Asphalt | Saginaw Asphalt | Wixom Asphalt | Ypsilanti Asphalt and all other Michigan cities.

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Website 2/2

TABULATION OF BIDS
Project: 2019 Street Improvement Program
Client: City of Pontiac, Michigan

City of Pontiac
 4740 Woodward Ave.
 Pontiac, MI 48225

Project Name: 2019 Street Improvement Program

Date Received: July 31, 2019

Engineer's Estimate:
 Novak & Fress Engineers
 16777 Woodward Ave.
 Pontiac, MI 48225
 Ph: 248-232-9231
 Fax: 248-232-8257

Low Bidder:
 Cadillac Asphalt, LLC
 4701 White Lake Rd.
 Pontiac, MI 48226
 Ph: 248-232-7002
 Fax: 248-232-6367

Pro-Line Asphalt Paving Corp.
 11787 29 Mile Rd.
 Westland, MI 48095
 Ph: 313-921-7725
 Fax: 313-921-6743

Ajax Paving
 1803 Creeks Rd.
 Troy, MI 48064
 Ph: 248-244-0200
 Fax: 248-244-0200

Great Lakes Contracting Solutions, LLC
 2300 Edinburg
 Westland, MI 48095
 Ph: 313-925-3423
 Fax: 313-925-3454

Pemar Enterprises, Inc.
 50021 Oakfield Ave.
 New Haven, MI 48046
 Ph: 586-765-3033
 Fax: 586-765-8239

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	AMOUNT	UNIT	PRICE	AMOUNT	UNIT	PRICE	AMOUNT	UNIT	PRICE	AMOUNT	UNIT	PRICE	AMOUNT
1	Mobilization, Max. 5%	1	Lump	\$120,000.00	\$120,000.00												
2	Station Grading, Special, Juvette	40.3	STA	\$4,000.00	\$163,200.00	35	100.00	\$142,500.00	32	800.00	\$120,380.00	33	100.00	\$143,530.00	\$121,000.00	\$121,000.00	\$127,500.00
3	Station Grading, Special, Kettering	40.7	STA	\$4,000.00	\$162,800.00	35	100.00	\$126,170.00	32	800.00	\$113,980.00	33	100.00	\$126,170.00	\$120,000.00	\$120,000.00	\$127,570.00
4	Station Grading, Special, MI	2.8	STA	\$4,000.00	\$11,200.00										\$10,700.00	\$10,700.00	\$25,280.00
5	Station Grading, Special, University	2	STA	\$4,000.00	\$8,000.00	56	000.00	\$16,000.00	56	000.00	\$12,000.00	28	000.00	\$16,000.00	\$20,000.00	\$11,600.00	\$23,000.00
6	HMA Surface, Rem	3,280	SY	\$4.00	\$13,120.00	\$4.00	\$13,040.00	\$4.50	\$14,670.00	\$4.00	\$13,040.00	\$4.00	\$13,040.00	\$7.50	\$24,450.00	\$10.00	\$32,800.00
7	Curb and Gutter, Rem	3,880	LF	\$10.00	\$38,800.00	\$9.50	\$36,860.00	\$11.00	\$42,680.00	\$6.50	\$25,325.00	\$10.00	\$38,800.00	\$10.00	\$38,800.00	\$11.00	\$42,680.00
8	Slidewalk, Rem	2,103	SY	\$10.00	\$21,030.00	\$10.50	\$22,081.50	\$6.00	\$12,618.00	\$10.50	\$22,081.50	\$10.00	\$21,030.00	\$10.00	\$21,030.00	\$10.00	\$21,030.00
9	Pav. Rem	1,897	SY	\$20.00	\$37,940.00	\$19.00	\$36,042.00	\$20.00	\$37,940.00	\$19.00	\$36,042.00	\$20.00	\$37,940.00	\$19.00	\$36,042.00	\$20.00	\$37,940.00
10	Pav. Joint and Crack Repr, Det 7	965	LF	\$15.00	\$14,475.00	\$13.75	\$13,267.50	\$5.00	\$4,825.00	\$18.00	\$17,370.00	\$14.00	\$13,510.00	\$10.00	\$9,650.00	\$10.00	\$9,650.00
11	Pav. Joint and Crack Repr, Det 8	329	LF	\$60.00	\$19,740.00	\$22.52	\$11,710.40	\$5.00	\$2,500.00	\$18.00	\$5,940.00	\$23.00	\$11,980.00	\$18.00	\$7,600.00	\$18.00	\$7,600.00
12	Subgrade Underluffing, Type X, (CSP) 21AA Limestone	1,736	CYD	\$40.00	\$70,240.00	\$45.00	\$78,120.00	\$5.00	\$2,500.00	\$45.00	\$78,120.00	\$50.00	\$87,800.00	\$40.00	\$70,240.00	\$40.00	\$70,240.00
13	Aggregate Base, 6 inch, 21AA Limestone	22,963	SY	\$12.50	\$287,037.50	\$12.50	\$287,037.50	\$12.50	\$287,037.50	\$12.50	\$287,037.50	\$12.50	\$287,037.50	\$12.50	\$287,037.50	\$12.50	\$287,037.50
14	Aggregate Base, 12 inch, 21AA Limestone	1,453	SY	\$15.00	\$21,795.00	\$16.50	\$23,974.50	\$16.00	\$23,280.00	\$18.00	\$26,154.00	\$12.50	\$19,662.50	\$17.00	\$24,703.50	\$17.00	\$24,703.50
15	HMA, SED	476	TON	\$300.00	\$142,800.00	\$107.15	\$51,000.40	\$107.00	\$50,902.00	\$110.00	\$52,370.00	\$102.00	\$48,564.00	\$106.00	\$50,436.00	\$106.00	\$50,436.00
16	HMA, SE1	2,298	TON	\$350.00	\$804,300.00	\$309.64	\$709,433.82	\$107.00	\$244,818.00	\$110.00	\$253,180.00	\$102.00	\$233,376.00	\$106.00	\$246,552.00	\$106.00	\$246,552.00
17	HMA, 2C	4,508	TON	\$350.00	\$1,582,800.00	\$307.84	\$1,388,209.92	\$107.00	\$483,818.00	\$110.00	\$497,400.00	\$102.00	\$460,032.00	\$106.00	\$485,808.00	\$106.00	\$485,808.00
18	HMA, 2D	306	TON	\$350.00	\$107,100.00	\$111.02	\$33,972.12	\$107.00	\$32,740.00	\$115.00	\$35,175.00	\$113.00	\$34,578.00	\$113.00	\$34,578.00	\$113.00	\$34,578.00
19	Curb and Gutter, Cons, Det R4	3,775	LF	\$80.00	\$302,000.00	\$271.520.00	\$103,000.00	\$25.00	\$9,375.00	\$24.00	\$9,060.00	\$25.00	\$9,375.00	\$25.00	\$9,375.00	\$25.00	\$9,375.00
20	Curb and Gutter, Cons, Det M1	35	LF	\$40.00	\$1,400.00	\$27.00	\$1,015.00	\$27.00	\$1,015.00	\$27.00	\$1,015.00	\$27.00	\$1,015.00	\$27.00	\$1,015.00	\$27.00	\$1,015.00
21	Slidewalk Rmpg, Cons, 6 inch	4,079	SF	\$6.00	\$24,474.00	\$7.50	\$30,592.50	\$7.50	\$30,592.50	\$7.50	\$30,592.50	\$7.50	\$30,592.50	\$7.50	\$30,592.50	\$7.50	\$30,592.50
22	Slidewalk, Cons, 4 inch	10,059	SF	\$6.00	\$60,354.00	\$6.50	\$65,383.50	\$6.50	\$65,383.50	\$6.50	\$65,383.50	\$6.50	\$65,383.50	\$6.50	\$65,383.50	\$6.50	\$65,383.50
23	Slidewalk, Cons, 6 inch	248	SF	\$8.00	\$1,984.00	\$8.75	\$2,164.00	\$8.75	\$2,164.00	\$8.75	\$2,164.00	\$8.75	\$2,164.00	\$8.75	\$2,164.00	\$8.75	\$2,164.00
24	Slidewalk, Cons, 8 inch	356	SF	\$10.00	\$3,560.00	\$7.75	\$2,757.00	\$7.75	\$2,757.00	\$7.75	\$2,757.00	\$7.75	\$2,757.00	\$7.75	\$2,757.00	\$7.75	\$2,757.00
25	Driveway, Nonweld Cons, 6 inch	350	FT	\$25.00	\$8,750.00	\$25.00	\$8,750.00	\$25.00	\$8,750.00	\$25.00	\$8,750.00	\$25.00	\$8,750.00	\$25.00	\$8,750.00	\$25.00	\$8,750.00
26	Driveway, Nonweld Cons, 8 inch	169	SYD	\$25.00	\$4,225.00	\$25.00	\$4,225.00	\$25.00	\$4,225.00	\$25.00	\$4,225.00	\$25.00	\$4,225.00	\$25.00	\$4,225.00	\$25.00	\$4,225.00
27	Driveway, Nonweld Cons, 10 inch	40	SYD	\$40.00	\$1,600.00	\$1,712.00	\$68,480.00	\$36.00	\$1,440.00	\$36.00	\$1,440.00	\$36.00	\$1,440.00	\$36.00	\$1,440.00	\$36.00	\$1,440.00
28	Sewer, Rem, Lane 24 inch	700	LF	\$12.00	\$8,400.00	\$18.00	\$12,600.00	\$18.00	\$12,600.00	\$18.00	\$12,600.00	\$18.00	\$12,600.00	\$18.00	\$12,600.00	\$18.00	\$12,600.00
29	Sewer, CI C, 12 inch, Tr Det B	502	LF	\$70.00	\$35,140.00	\$60.00	\$30,120.00	\$60.00	\$30,120.00	\$60.00	\$30,120.00	\$60.00	\$30,120.00	\$60.00	\$30,120.00	\$60.00	\$30,120.00
30	Sewer, CI C, 15 inch, Tr Det B	96	LF	\$75.00	\$7,200.00	\$130.00	\$12,480.00	\$130.00	\$12,480.00	\$130.00	\$12,480.00	\$130.00	\$12,480.00	\$130.00	\$12,480.00	\$130.00	\$12,480.00
31	Sewer, CI C, 18 inch, Tr Det B	52	LF	\$80.00	\$4,160.00	\$105.00	\$5,460.00	\$105.00	\$5,460.00	\$105.00	\$5,460.00	\$105.00	\$5,460.00	\$105.00	\$5,460.00	\$105.00	\$5,460.00
32	Sewer, CI C, 21 inch, Tr Det B	48	LF	\$85.00	\$4,080.00	\$185.00	\$8,820.00	\$185.00	\$8,820.00	\$185.00	\$8,820.00	\$185.00	\$8,820.00	\$185.00	\$8,820.00	\$185.00	\$8,820.00
33	Sewer, CI C, 24 inch, Tr Det B	32	LF	\$90.00	\$2,880.00	\$220.00	\$7,040.00	\$220.00	\$7,040.00	\$220.00	\$7,040.00	\$220.00	\$7,040.00	\$220.00	\$7,040.00	\$220.00	\$7,040.00
34	Dr Structure Cover, Reconstruct	183	LF	\$100.00	\$18,300.00	\$200.00	\$36,600.00	\$200.00	\$36,600.00	\$200.00	\$36,600.00	\$200.00	\$36,600.00	\$200.00	\$36,600.00	\$200.00	\$36,600.00
35	Dr Structure Cover, Adj, Case 1	183	EA	\$500.00	\$91,500.00	\$350.00	\$64,050.00	\$350.00	\$64,050.00	\$350.00	\$64,050.00	\$350.00	\$64,050.00	\$350.00	\$64,050.00	\$350.00	\$64,050.00
36	Dr Structure Cover, Type K	66	EA	\$400.00	\$26,400.00	\$970.00	\$64,020.00	\$970.00	\$64,020.00	\$970.00	\$64,020.00	\$970.00	\$64,020.00	\$970.00	\$64,020.00	\$970.00	\$64,020.00
37	Dr Structure Cover, OCWRC, Banbury	36	EA	\$400.00	\$14,400.00	\$480.00	\$17,280.00	\$480.00	\$17,280.00	\$480.00	\$17,280.00	\$480.00	\$17,280.00	\$480.00	\$17,280.00	\$480.00	\$17,280.00
38	Dr Structure Cover, OCWRC, Water	6	EA	\$400.00	\$2,400.00	\$445.00	\$2,670.00	\$445.00	\$2,670.00	\$445.00	\$2,670.00	\$445.00	\$2,670.00	\$445.00	\$2,670.00	\$445.00	\$2,670.00
39	Dr Structure Cover, Pontiac, Storm	51	EA	\$400.00	\$20,400.00	\$445.00	\$22,695.00	\$445.00	\$22,695.00	\$445.00	\$22,695.00	\$445.00	\$22,695.00	\$445.00	\$22,695.00	\$445.00	\$22,695.00
40	Cole Box, Adj, Case 1	28	EA	\$250.00	\$7,000.00	\$250.00	\$7,000.00	\$250.00	\$7,000.00	\$250.00	\$7,000.00	\$250.00	\$7,000.00	\$250.00	\$7,000.00	\$250.00	\$7,000.00
41	Hand Patching	168	TON	\$102.00	\$17,136.00	\$174.85	\$29,374.80	\$174.85	\$29,374.80	\$174.85	\$29,374.80	\$174.85	\$29,374.80	\$174.85	\$29,374.80	\$174.85	\$29,374.80
42	Pav. Mrg, Polyurea, Lt Turn Arrow Sym	1	EA	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
43	Pav. Mrg, Polyurea, Thru and Rt Turn Arrow Sym	1	EA	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00
44	Pav. Mrg, Polyurea, Accessible, Sym	2	EA	\$150.00	\$300.00	\$150.00	\$300.00	\$150.00	\$300.00	\$150.00	\$300.00	\$150.00	\$300.00	\$150.00	\$300.00	\$150.00	\$300.00
45	Pav. Mrg, Polyurea, 24 inch, Stop Da-	135	LF	\$2.00	\$2,700.00	\$2.00	\$2,700.00	\$2.00	\$2,700.00	\$2.00	\$2,700.00	\$2.00	\$2,700.00	\$2.00	\$2,700.00	\$2.00	\$2,700.00
46	Pav. Mrg, Polyurea, 4 inch, White	792	LF	\$1.00	\$792.00	\$1.00	\$792.00	\$1.00	\$792.00	\$1.00	\$792.00	\$1.00	\$792.00	\$1.00	\$792.00	\$1.00	\$792.00
47	Pav. Mrg, Polyurea, 4 inch, Yellow	1,858	LF	\$1.00	\$1,858.00	\$1.00	\$1,858.00	\$1.00	\$1,858.00	\$1.00	\$1,858.00	\$1.00	\$1,858.00	\$1.00	\$1,858.00	\$1.00	\$1,858.00
48	Pav. Mrg, Polyurea, 6 inch, Crosswalk	619	LF	\$1.00	\$619.00	\$1.00	\$619.00	\$1.00	\$619.00	\$1.00	\$619.00	\$1.00	\$619.00	\$1.00	\$619.00	\$1.00	\$619.00
49	Pav. Mrg, Polyurea, 4 inch, Crosswalk	543	LF	\$1.00	\$543.00	\$1.00	\$543.00	\$1.00	\$543.00	\$1.00	\$543.00	\$1.00	\$543.00	\$1.00	\$543.00	\$1.00	\$543.00
50	Erosion Control, Inlet Protection, Inlet Filter	39	EA	\$100.00	\$3,900.00	\$100.00	\$3,900.00	\$100.00	\$3,900.00	\$100.00	\$3,900.00	\$100.00	\$3,900.00	\$100.00	\$3,900.00	\$100.00	\$3,900.00
51	Cleaning	1	Lump	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
52	Cleaning Sidewalk	1	Lump	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
53	Maintaining Traffic and Construction 3 pring	1	Lump	\$50,000.00	\$50,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
54	Revelation	1	Lump	\$25,000.00	\$25,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00	\$32,000.00
Base Bid Amount:					\$2,402,204.00		\$2,300,040.00		\$2,274,339.60		\$2,462,660.70		\$2,550,375.20		\$2,500,310.70		\$



Matching Supplier List

Created by:

Michelle McKenzie

Created on:

07/12/2018 11:40 AM EDT

Solicitation:

2018 Street Improvement - 2018 Street Improvement Program

Organization	Address	Contact	Email	Phone
M & K Trucking Org. Number: 563841	2106 Virginia Dr. Troy, Michigan, 48083 United States	Mark Whisnant	mandktrucking@att.net	586-805-9123
		Mark Whisnant	mandktrucking@att.net	586-805-9123
A LAND CONSTRUCTION INC Org. Number: 560087	21733 HICKORYWOOD DR DEARBORN HEIGHTS, Michigan, 48127 United States	ALI GHOU	alandconstruction1@yahoo.com	313-359-5510
		ALI GHOU	unknown@no-reply.com	313-359-5510
A&J Utilities Rehab Org. Number: 621741	51483 Quadrate Dr Macomb, Michigan, 48042 United States	Michael Irish	mirish.ajus@yahoo.com	281-883-6637
A.W.E. Inc. Org. Number: 558870	PO Box 228 Hadley, Michigan, 48440 United States	Willard Wcisel	awexcavating@yahoo.com	248-922-3882
		Willard Wcisel	awexcavating@yahoo.com	248-922-3882
A1 Utility Contractor, Inc. Org. Number: 562322	2295 Lone Pine Rd. Gaylord, Michigan, 49735 United States	Troy Lyons	troylyons1@netscape.net	989-324-8581
		Troy Lyons	troylyons1@netscape.net	989-324-8581
Ace-Saginaw Paving Co. Org. Number: 557493	2981 Carrollton Rd. Saginaw, Michigan, 48604 United States	Nathan Gotts	ngotts@edwclevy.net	989-755-8147 ext. 12105
		Jason Reinhardt	jreinhardt@edwclevy.net	989-755-8147
		Nathan Gotts	ngotts@edwclevy.net	989-755-8147 ext. 12105
Action Traffic Maintenance INC Org. Number: 557747	5182 South Saginaw Flint, Michigan, 48507 United States	Tom Peake	tom@actiontraffic.net	810-695-7516
		Tom Peake	t.peak@comcast.net	810-695-7516
Adamo Demolition Co. Org. Number: 556845	320 East Seven Mile Rd. Detroit, Michigan, 48203 United States	Tony Daguanno	tdaguanno@adamogroup.org	313-892-7330 ext. 123
		Richard Adamo	radamo@adamogroup.org	313-892-7330 ext. 120
Adj Excavating, Inc Org. Number: 556476	47301 Feathered Court Shelby Township, Michigan, 48315 United States	Arnold Recchia	ron@adjexcavating.com	810-560-7018
		Arnold Recchia	recchia@comcast.net	810-560-7018
Advanced Building Group, LLC Org. Number: 561746	20260 Sherwood St. Detroit, Michigan, 48234 United States	Scott Richardson	srichardson@advancedbg.com	313-974-6153
		Scott Richardson	srichardson@precision-cg.com	313-974-6153

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Organization	Address	Contact	Email	Phone
Advanced Concrete USA, Inc. Org. Number: 566577	1190 Decker Road Suite A Walled Lake, Michigan, 48390 United States	Mark Asmar	estimating@advancedconcreteusa.com	248-960-3738
Advanced Geomatics (Survey DBE) Org. Number: 560162	48800 W. 10 Mile Rd. Novi, Michigan, 48374 United States	Lawrence Feindt	lfeindt@advancedgeomatics.com	248-344-2077 ext. 211
		Amy C. Feindt	acfeindt@advancedgeomatics.com	248-344-2077
		Lawrence R. Feindt	lfeindt@advancedgeomatics.com	248-344-2077
Advanced Underground Inspection, LLC Org. Number: 557588	38657 Webb Drive Westland, Michigan, 48185 United States	Jeana Garcia - Moir	kathy@advui.com	734-721-0081
		Jeana Garica - Moir	unknown@no-reply.com	734-721-0081
		Kathy Dickey	kathy@advui.com	734-721-0081
		Steve Johnson	stevejohnson3324@yahoo.com	734-721-0081
Advantage Mechanical-Refrigeration Inc Org. Number: 561563	4870-F West River Dr NE Comstock Park, Michigan, 49321 United States	Jodi Vanden Berg	jodi@advmechref.com	616-365-0000
		Jodi Vanden Berg	jodi@advmechref.com	616-365-0000
		Melissa Carter	melissa@advmechref.com	616-365-0000
Affordable Contracting Org. Number: 561979	88 Old Kawkawlin Road Bay City, Michigan, 48706 United States	Darrin Rabidoux	affordable69@hotmail.com	989-667-4310
		Darrin Rabidoux	affordable69@hotmail.com	989-667-4310
AGC CONCRETE INC Org. Number: 564887	321 N Gratiot Mount Clemens, Michigan, 48043 United States	Andrew Gagnon	andrew@agcconcrete.com	586-771-9799
		Daniel Feys	dfeys@agcconcrete.com	248-515-6266
Aging In My Place mobility services llc Org. Number: 564439	3819 Clintonville Rd. Waterford, Michigan, 48329 United States	Lise Wallace	lwallace@aginginmyplace.com	248-674-7488
		Lise Wallace	lwallace@aginginmyplace.com	248-674-7488
Ahern Contracting Inc. Org. Number: 558896	25875 New Forest Court Chesterfield, Michigan, 48051 United States	James Ahern	aherncontracting@yahoo.com	810-343-0403
		James Ahern	jamesahern47@sboglobal.net	810-343-0403
Ahern Contracting, Inc. Org. Number: 601625	25875 New Forest Court Chesterfield, Michigan, 48051 United States	James P Ahern	unknown@no-reply.com	8103430403
Aielli Construction Company, Inc. Org. Number: 556211	47850 Van Dyke Avenue Shelby Township, Michigan, 48317 United States	Paolo Iacobacci	info@aiellicc.com	586-792-1890
		Paolo Iacobacci	paolo@aiellicc.com	586-792-1890
		Sergio Iacobacci	info@aiellicc.com	586-792-1890
AIS Construction Equipment Org. Number: 560270	3600 N. Grand River Ave. Lansing, Michigan, 48906 United States	Chris Robinson	crobinson@aisequip.com	248-437-8121 ext. 5328
		Chris Robinson	crobinson@aisequip.com	248-866-3168

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Organization	Address	Contact	Email	Phone
		Jeff Ely	jely@aisequip.com	517-204-2127
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
		Brian Borich	bborich@ajaxpaving.com	248-244-3355
		Mark Boden	mboden@ajaxpaving.com	248-244-3355
Ajax Paving Industries Org. Number: 556501	1957 Crooks Road Troy, Michigan, 48084 United States	David Cowper	dcowper@ajaxpaving.com	248-244-3300 ext. 3308
		David Cowper	unknown@no-reply.com	248-244-3300
Al's Asphalt Paving Co., Inc. Org. Number: 556727	25500 Brest Road Taylor, Michigan, 48180 United States	Edward Swanson	ed@alsasphalt.com	734-946-1880 ext. 34
		Dave Coppola	dave@alsasphalt.com	734-946-1880
Alastra Construction Org. Number: 563260	1149 Lincoln Wyandotte, Michigan, 48192 United States	Vita Alastra	alacon2v@att.net	734-284-2422
		Joe Alastra	joealastra@wyan.org	734-284-2422
Alexander Transport, Inc. Org. Number: 556592	2610 Sylvia Inkster, Michigan, 48141 United States	Alexander McMillian	alextransport@att.net	313-565-6352
		Alexander McMillian	alextransp@aol.com	313-565-6352
all seasons underground construction inc. Org. Number: 900431	5687 pawson rd. tipton, Michigan, 49287 United States	ken r colley	allseasonsunderground2009@yahoo.com	5176731561
All Seasons Underground Incorporated Org. Number: 561433	5687 Pawson Rd. Tipton, Michigan, 49287 United States	Kenneth Colley	allseasonsunderground2009@yahoo.com	517-673-1561
		Kenneth Colley	allseasonsunderground2009@yahoo.com	517-673-1561
All Tech Solutions of Michigan Org. Number: 565929	3851 Model Court SE Suite 400 Grand Rapids, Michigan, 49512 United States	justin oneil	justin@atsolutions.tech	516-448-4660 ext. 616
		justin oneil	unknown@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
Alpine Engineering, Inc. Org. Number: 561131	46892 West Road, Suite 109 Novi, Michigan, 48377 United States	Ginger Michalski-Wallace	ginger@alpine-inc.net	248-926-3701
		Ginger Michalski-Wallace	ginger@alpine-inc.net	248-926-3701
American Excavating Org. Number: 562732	3389 Hack Rd. Saginaw, Michigan, 48601 United States	Zachary Birnbaum	zac@americanexc.com	989-752-4780
		Zachary Birnbaum	zac@americanexc.com	989-752-4780
American Pavement Sawing Org. Number: 685680	32840 Manor park Garden City, Michigan, 48135 United States	john segasser	sawconcrete@aol.com	7342661770
American Pavement Sawing, LLC	32840 manor park drive	John Segasser	sawconcrete@aol.com	734-320-5626

Matching Supplier List: 2018 Street Improvement - 2018 Street Improvement Program

Organization	Address	Contact	Email	Phone
Org. Number: 559096	Garden City, Michigan, 48135	John Segasser	sawconcrete@aol.com	734-320-5626
Angelo Iafrate Construction Company Org. Number: 557122	26300 Sherwood Warren, Michigan, 48091 United States	Hal Howlett	hhowlett@iafrate.com	586-756-1070 ext. 113
		Hal Howlett	unknown@no-reply.com	586-756-1070
Anglin Civil Org. Number: 559183	13000 Newburgh Road Livonia, Michigan, 45150 United States	Nick Wineka	nick@anglincivil.com	8106236482
		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
Applied Science, Inc. Org. Number: 557348	300 River Place Dr, Suite 5400 Detroit, Michigan, 48207 United States	Karen Ridgway	karen.ridgway@asi-detroit.com	313-567-3990
		Karen Ridgway	karen.ridgway@asi-detroit.com	313-567-3990
Arrow Concrete Cutting, Inc. Org. Number: 560575	P.O. Box 1095 Monroe, Michigan, 48162 United States	Denise Miller	unknown@no-reply.com	734-241-8050
		Scott Gedelian	Arrowconcrete1090@att.net	734-241-8050
Asphalt Solutions of Michigan and Great Lakes Org. Number: 566206	835 Bellows Ave Frankfort, Michigan, 49635 United States	John Popp	asphaltsolutionsmi@yahoo.com	231-651-0018
		John Popp	asphaltsolutionsmi@yahoo.com	231-651-0018
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 Org. Number: 557332	46555 Humboldt Drive Novi, Michigan, 48377 United States	Karen Wren	karen.wren@atcassociates.com	248-669-5140 ext. 132
		Dave Paholak	david.paholak@atcassociates.com	248-669-5140
Audia Concrete Construction, Inc. Org. Number: 557441	P.O. Box 72 Milford, Michigan, 48381 United States	Ronetta Audia	raudia@audiaconstructioninc.com	248-676-9570
		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
B & J Parking Lot Maintenance, Inc. Org. Number: 556165	12207 Inkster Rd. Taylor, Michigan, 48180 United States	Susan Romas	bandjsweep@gmail.com	734-941-7570
		Susan Romas	unknown@no-reply.com	734-941-7570
Bailey Excavating, Inc. Org. Number: 561408	1073 Toro Drive Jackson, Michigan, 49201 United States	Jacob Bailey	jacobbailey@bailey-excavating.com	517-750-3030
		Jacob Bailey	jacobbailey@bailey-excavating.com	517-812-7515
		Rhonda Blair	rhondablair@bailey-excavating.com	517-206-0790
Ballard Marine Construction	727 S 27th St	John Schue Jr	john.schue@ballardmc.com	866-782-6750

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Organization	Address	Contact	Email	Phone
Org. Number: 562730	Washougal, Washington, 98685 United States	Eric Muller	unknown@no-reply.com	360-991-5226
		Shilo Hutton	shilo.hutton@ballardmc.com	360-695-5163
BANKSTON CONSTRUCTION, INC. Org. Number: 558459	8901 SCHAEFER HWY. DETROIT, Michigan, 48228 United States	Vincent Bankston	bankston1981@aol.com	313-931-8640
		Vincent Bankston	unknown@no-reply.com	313-931-8640
BARNSCO, INC. Org. Number: 559453	975 Ladd Rd. Walled Lake, Michigan, 48390 United States	Tim McManaman	timcmanaman@barnsco.com	248-668-2849
		David Crandall	unknown@no-reply.com	248-668-1010 ext. 3225
BARRIENTOS CONTRACTING Org. Number: 567915	1413 philomene lincoln park, Michigan, 48146 United States	Erik Barrientos	BARRIENTOSCONTRACTING@GMAIL.COM	734-512-6761
		erik barrientos	BARRIENTOSCONTRACTING@GMAIL.COM	734-512-6761
BBEK Environmental Org. Number: 563228	24808 Thomas Warren, Michigan, 48091 United States	Kevin Woods	environmental@bbekconstruction.com	313-492-1854
		Kevin Woods	environmental@bbekconstruction.com	313-492-1854
Bees Prep and Asphalt Inc. Org. Number: 568503	1035 Beech St Lansing, Michigan, 48912 United States	John Botello	beesasphalt@yahoo.com	517-719-6127
		John Botello	beesasphalt@yahoo.com	517-719-6127
Benchmark Construction Co Org. Number: 604820	2260 Southwind Blvd Bartlett, Illinois, 60103 United States	Dominick Fiordiroso	dominickf@bmk8.com	630-497-1700 ext. 255
Berkshire Development Org. Number: 559202	525 Golf Crest Dearborn, Michigan, 48124 United States	Sam D Sala	Berkshireconst@yahoo.com	313-715-4727
		Sam D Sala	Berkshireconst@yahoo.com	313-715-4727
Bemco, Inc. Org. Number: 556192	20816 Eleven Mile Road Suite 202 St. Clair Shores, Michigan, 48081 United States	Bernard Cattivera	bemcoinc@msn.com	586-445-3700
Best Asphalt, Inc. Org. Number: 559302	6334 N. Beverly Plaza Romulus, Michigan, 48174 United States	Barb Page	barbpage@bestasphaltinc.com	734-729-9440
		Barbara Page	no-reply@unkown.reply	734-729-9440
		Charles Stefanko	no-reply@unkown.reply	734-729-9440
Best Practices Consulting Services Org. Number: 560427	2727 2nd Avenue Detroit, Michigan, 48201 United States	Laura Sigmon	laura.chapman@yourpracticescoach.com	313-265-3062
		Laura Sigmon	laura.chapman@yourpracticescoach.com	810-280-4310
Bidigare Contractors, Inc. Org. Number: 557909	P.O. Box 700464 Plymouth, Michigan, 48170 United States	John Bidigare	jordon@bidigarecontractors.com	248-735-1113
		John Bidigare	excav1@hotmail.com	248-735-1113
Big Sky Service Company Org. Number: 567065	7011 Big Sky Drive Holly, Michigan, 48442 United States	Frank Reneaud	freneaud@bigskyservice.com	248-250-8844
		Frank Reneaud	freneaud@bigskyservice.com	248-250-8844

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Organization	Address	Contact	Email	Phone
Birkenstock Construction LLC. Org. Number: 970803	2528 Harte DR. Brighton, Michigan, 48114 United States	James M Harte	birkenstockconstructionllc@gmail.com	8104997144
Birmingham Sealcoat Org. Number: 563624	2651 Metamora Rd Oxford, Michigan, 48371 United States	Ryan Austin	ryan@birminghamsealcoat.com	248-647-8373
		ryan Matthew Austin	raustinasphalt@gmail.com	2487708891
		Ryan Austin	unknown@no-reply.com	248-647-8373
Black Jack Asphalt, Bibi Inc. Org. Number: 559975	12613 nichols Road Burt, Michigan, 48417 United States	steve Haddad	unknown@no-reply.com	989-737-3445
		Chad Gross	BlackJackAsphalt@gmail.com	989-293-6008
		Stephen Haddad	BlackJackAsphalt@gmail.com	989-737-3445
Blaze Contracting Inc. Org. Number: 558390	5640 St. Jean Detroit, Michigan, 48213 United States	Gayl Turk	gturk@blazecontracting.net	313-361-1000
		Chris Kuzak	ckuzak@blazecontracting.net	313-361-1000
		Kerlin Blaise	kerlin@blazecontracting.net	313-361-1000
Blue Spader Contractors Org. Number: 567813	53254 Kentland Macomb, Michigan, 48042 United States	Kevin Sibilla	estimating@bluespader.net	734-394-0923
		Ken Perko	kperko@bluespader.net	313-801-8550
		Kevin Sibilla	ksibilla@bluespader.net	313-244-1539
Blue Water Environmental, Inc Org. Number: 560211	29041 Wick Rd Romulus, Michigan, 48174 United States	Donna Roberts	jisrael@bluewaterenvironmental.com	734-947-5820 ext. 103
		Andy Szombati	aszombati@bluewaterenvironmental.com	734-947-5820
		Gerard Fadell	jfadell@bluewaterenvironmental.com	734-947-5820
		Jacob Israel	jisrael@bluewaterenvironmental.com	734-947-5820
BMJ Engineers and Surveyors, Inc. Org. Number: 559079	519 Huron Avenue Port Huron, Michigan, 48060 United States	Chris Fagan	cfagan@bmjinc.com	810-984-5596
		Amanda Pentico	apentico@bmjinc.com	810-984-5596
		Carolyn R. Hunter, P.S.	chunter@bmjinc.com	810-984-5596
Boddy Construction Co., Inc Org. Number: 559481	3741 Dove Road Port Huron, Michigan, 48060 United States	Ronald G. Boddy	ron@boddyconstruction.com	810-364-9560
		Ronald G. Boddy	ron@boddyconstruction.com	810-364-9560
Bolle Contracting Org. Number: 563658	408 east fourth clare, Michigan, 48617 United States	mark bolle	mbolle@cmsinter.net	989-386-7311
		mark bolle	mbolle@cmsinter.net	989-386-7311
Bossman Construction CO LLC Org. Number: 561376	6327 W Coldwater Rd Flushing, Michigan, 48433 United States	Matt Goss	unknown@no-reply.com	810-867-4935 ext. 107
		Matt Goss	unknown@no-reply.com	810-867-4935
Bowen Paving, Inc.	1001 Cesar E. Chavez	Mike Bowen	Mike@bowenpaving.com	248-332-4956

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Organization	Address	Contact	Email	Phone
Org. Number: 556558	Pontiac, Michigan, 48340 United States	Lisa Bowen	Lisa@bowenpaving.com	248-332-4956
		Mike Bowen	mike@bowenpaving.com	248-332-4956
Brad's Drain Cleaning, Inc. Org. Number: 564652	1601 N Mission St Mt. Pleasant, Michigan, 48858 United States	Amanda Sims	invoicing@mrroterplumbingmi.com	989-506-6790
		Amanda Sims	invoicing@mrroterplumbingmi.com	989-506-6790
Brand Energy Services, LLC Org. Number: 1008907	12701 Beech Daly Taylor, Michigan, 48180 United States	Joseph R Schoenherr	jschoenherr@brandsafway.com	734-341-3823
Braun Construction Group Org. Number: 559775	39395 W. 12 Mile Road Suite 100 Farmington Hills, Michigan, 48331 United States	Brenda Pams	bpams@brauncg.com	248-848-0567 ext. 225
Brenca Contractors, Inc. Org. Number: 557766	26079 Schoenherr Rd. Warren, Michigan, 48089 United States	Chuck Brickel	brenca@comcast.net	586-758-6000 ext. 12
		Chuck Brickel	brenca@comcast.net	586-758-6000
		Karen Lassiter	brenca@flash.net	586-758-6000 ext. 17
Bricco Excavating Co., L.L.C. Org. Number: 558201	21201 Meyers Road Oak Park, Michigan, 48237 United States	Marco Banchemo	bids@briccoexcavating.com	248-547-6963
		Dino Cervi	dinoc@briccoexcavating.com	248-547-6963
		Marco Banchemo	marcobanchemo@comcast.net	248-547-6963
Bridgestock Company, LLC Org. Number: 566110	24476 Schoolcraft Road Redford, Michigan, 48239 United States	Vincent Anwunah	bridgestockcompany@gmail.com	313-613-9203
		Vincent Anwunah	bridgestockcompany@gmail.com	313-613-9203
Broadco Property Restoration Org. Number: 795536	44700 N Groesbeck Hwy Clinton Twp., Michigan, 48036 United States	Summer T	ap@broadco.com	5864666250
Brock & Associates Inc. Org. Number: 558619	48320 West 9 Mile Road Novi, Michigan, 48374 United States	Ken Brock	ken_brock@brockassociatesinc.com	248-760-7117
		Ken Brock	ken_brock@brockassociatesinc.com	248-760-7117
Brooks Striping, Inc. Org. Number: 560140	P.O. Box 4270 Center Line, Michigan, 48015 United States	Scott Brooks	st-brooks@comcast.net	248-763-3100
		Scott Brooks	st-brooks@comcast.net	248-763-3100
BSI Professional Services America Org. Number: 897634	12950 Worldgate Drive, Suite 800 Herndon, Virginia, 22124 United States	Shereen N Abuzobaa	sabuzobaa@gmail.com	571-830-0777
Bush Brothers Asphalt Paving Org. Number: 557349	20788 Osmus Farmington Hills, Michigan, 48336 United States	Daniel Bushart	BROSBUSH@AOL.com	248-476-8254 ext. 103
		Daniel Bushart	brosbush@aol.com	248-476-8254
C & D Hughes, Inc. Org. Number: 556769	3097 Lansing Road Charlotte, Michigan, 48813 United States	Cheryl Hughes	laurie3097@yahoo.com	517-645-0111
		Cheryl Hughes	laurie3097@yahoo.com	517-645-0111

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Organization	Address	Contact	Email	Phone
C & P Construction Org. Number: 556841	13249 West Star Drive Shelby Twp, Michigan, 48315 United States	Fernando Casasanta	cp@cpconst.net	586-739-4593
		Fernando Casasanta	cp@cpconst.net	586-739-4593
C & S Companies Org. Number: 556788	38777 6 Mile Road, Ste. 202 Livonia, Michigan, 48152 United States	Robert Koller	lcarpenter@cscos.com	734-953-2571 ext. 3314
		Robert Koller	rkoller@cscos.com	248-449-2659
C and J General Contractors, Inc. Org. Number: 561359	22610 Rosewood Oak Park, Michigan, 48237 United States	Kenneth Jordan	cjcontractors1@outlook.com	248-543-6492
		Kenneth Jordan	cjcontractors1@outlook.com	248-543-6492
C.A. Hull Co., Inc. Org. Number: 557660	8177 Goldie Rd Walled Lake, Michigan, 48390 United States	Dave Turner	dturner@cahull.com	248-694-8032
		Dave Turner	dturner@cahull.com	248-694-8032
C.M.V. Landscape Services Org. Number: 560680	30550 Beaconsfield Roseville, Michigan, 48066 United States	Mark Lucia	cementaman@att.net	810-523-6047
		Mark Lucia	cementaman@att.net	810-523-6047
CADILLAC ASPHALT LLC Org. Number: 559131	51777 w. 12 mile rd. Wixom, Michigan, 48393 United States	DENNY WEST	DWEST@MIPMC.COM	248-380-3644
		DENNY WEST	DWEST@MIPMC.COM	248-380-3644
		Duane Gaedcke	Duane.Gaedcke@mipmc.com	586-405-3250
Cadillac Asphalt, L.L.C. Org. Number: 556265	2575 Haggerty Road, Suite 100 Canton, Michigan, 48188 United States	Aaron Price	BidnetEmails@mipmc.com	734-397-2050
		Aaron Price	BidnetEmails@mipmc.com	616-890-9836
Calo & Sons Construction Inc. Org. Number: 561400	P.O. Box 530563 Livonia, Michigan, 48153 United States	Tim O'Donnell	tocalotrucking@gmail.com	248-755-3342
		Tim O'Donnell	tocalotrucking@gmail.com	248-755-3342
		Tony Calo	calotrucking@yahoo.com	313-363-1946
CARLETTE CONSTRUCTION Org. Number: 839733	11000 W McNichols, Suite 225 Detroit, Michigan, 48221 United States	Ernest Williams	carletteconstruction@gmail.com	313-347-8699
Carlo Construction, Inc. Org. Number: 556623	2221 Avon Industrial Drive Rochester Hills, Michigan, 48309 United States	Michael Catenacci	mjc@carloconstruction.com	248-299-0500
		Michael Catenacci	mjc@carloconstruction.com	248-299-0500
Carr's Outdoor Services Inc Org. Number: 558518	48910 Ford Rd Canton, Michigan, 48187 United States	Tim Carr	Timcarr1@juno.com	734-459-8880
		Carr's Outdoor Services Inc.	carrsoutdoor@gmail.com	734-459-8880
Carrs Outdoor Services Org. Number: 608415	48910 ford road canton, Michigan, 48187 United States	Ken Yesta	carrsoutdoor@gmail.com	734-756-8421

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Organization	Address	Contact	Email	Phone
Cataldo Inc Org. Number: 734239	8493 Reed Rd New Lothrop, Michigan, 48460 United States	Mike J Cataldo	cataldoinc@lentel.com	8106382020
Catskill Remedial Contracting Services, Inc. Org. Number: 562376	911 Dix St Suite C Otsego, Michigan, 49078 United States	Jeff Gostlin	j.gostlin@catskillremedial.com	269-692-2504
		Jim MILLER	ctskill@aol.com	269-692-2504
Causie Contracting Inc. Org. Number: 558521	201 Plains Rd Mason, Michigan, 48854 United States	Sheryl Amett	Causie1@aol.com	517-676-3700
		Sheryl Amett	causie1@aol.com	517-676-3700
		Steven Causie	causie1@aol.com	517-676-3700
Century Cement Co. Inc. Org. Number: 604767	12600 Sibley Road Riverview, Michigan, 48193 United States	AJ Pighin	centurycementco@sbcglobal.net	734-284-8770
CHAMPAGNE AND MARX EXCAVATING Org. Number: 560986	1445 Liberty Rd Saginaw, Michigan, 48604 United States	Anne Coursey	jrlley@champagnemarx.com	989-755-8971
		Anne Coursey	acoursey@champagnemarx.com	989-755-8971
		David Marx	dmarx@champagnemarx.com	989-755-8971
Champine Services Inc Org. Number: 848481	33750 lipke clinton twp, Michigan, 48035 United States	Jared champine	jaredchampine@yahoo.com	5867645331
Chillicothe Steel Co. Org. Number: 794056	106 south mcarthur street chillicothe, Ohio, 45601 United States	Jordan Crace	jordan@chillicothesteel.us	740-772-2481
Chippewa Asphalt Paving Co Org. Number: 563731	PO Box 515 Clio, Michigan, 48420 United States	Joshua Ayotte	josh@chippewaasphalt.com	810-238-2660
		Joshua Ayotte	josh@chippewaasphalt.com	810-238-2660
CI Contracting Inc. Org. Number: 558535	7135 Dan McGuire, Suite B Brighton, Michigan, 48116 United States	Kevin Irrer	kevini@ci-contracting.com	248-446-9601
		Kevin Irrer	kevini@ci-contracting.com	810-225-9601
Cipparrone Contracting Inc. Org. Number: 557944	29200 Southfield Rd, Suite 100 Southfield, Michigan, 48076 United States	Robert Hallerman	roberth@cipparrone.com	248-424-3888
		Gabriel Cipparrone	gabriel@cipparrone.com	248-424-3888
		Robert Hallerman	roberth@cipparrone.com	248-424-3888
Colasanti Construction Services, Inc. Org. Number: 557650	24500 Wood Court Macomb Twp, Michigan, 48042 United States	Scott Kowalkowski	skolo@colasantigroup.com	586-598-9700
		Patrick Wysocki	pwysoki@colasantigroup.com	586-598-9700
COMMERCE CONSTRUCTION & LANDSCAPING, INC. Org. Number: 557813	P. O. BOX 930098 WIXOM, Michigan, 48393 United States	DONNA YAROCH	donnayaroch@comcast.net	248-685-9476
		DONNA R. YAROCH	donnayaroch@comcast.net	248-685-9476
Commercial Contracting Corporation Org. Number: 556360	4260 North Atlantic Blvd Auburn Hills, Michigan, 48326	Matt Stone	matt.stone@cccnetwork.com	248-209-0500 ext. 4710

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Organization	Address	Contact	Email	Phone
	United States	brad Kimmel	brad.kimmel@cccnetwork.com	248-209-0500 ext. 540
		Laura Ottman	laura.ottman@cccnetwork.com	(248) 209-0500
Compeau Bros Inc Org. Number: 559554	12480 Telegraph Carleton, Michigan, 48117 United States	Edward Compeau	unknown@no-reply.com	734-783-0151
		Edward Compeau	unknown@no-reply.com	734-783-0151
		Mark E Rodgers	mark@compeaubrothers.com	734.783.0151
CONCORDIA CONTRACTING, LLC Org. Number: 564979	6336 millett ave. sterling heights, Michigan, 48312 United States	Robert rotondo	rrotondo@concordiacontracting.com	586-698-2070
		Robert rotondo	unknown@no-reply.com	586-698-2070
Concrete Construction Inc. Org. Number: 561605	PO Box 256 Howell, Michigan, 48844 United States	Gerald Stuhberg	conconinjcerry@live.com	517-223-7594
Concrete Cutting & Breaking Co Org. Number: 556957	3411 W. Fort St Detroit, Michigan, 48216 United States	Rick Olson	rolson@concut.com	313-285-5025
		Rick Olson	rolson@concut.com	313-285-5025
Corby Energy Services, Inc Org. Number: 557005	6001 Schooner Drive Post Office Box 970 Belleville, Michigan, 48112 United States	Jeffrey Corby	jcorby@corbyenergy.com	734-547-9237 ext. 113
		David Carpenter	dcarpenter@corbyenergy.com	734-547-9237
		Scott Wilfong	swilfong@corbyenergy.com	734-547-9237
Core and Main Org. Number: 556171	6575 23 Mile Road Shelby Township, Michigan, 48316 United States	Dan Napier	danny.napier@coreandmain.com	586-405-3038
		Dan Napier	unknown@no-reply.com	586-405-3038
		Michael A Martin	michael.martin@hdsupply.com	7347877155
		Peter J Laine	Peter.Laine@HDSupply.com	734-398-5950
Core Land Surveying Org. Number: 560369	29425 Northwestern Hwy., Suite 320 Southfield, Michigan, 48034 United States	Mark Layman	mlayman@corelandconsulting.com	248-932-7120
		Mark Layman	mlayman@corelandconsulting.com	248-932-7120
Cornerstone Industrial, Inc. Org. Number: 566881	1150 Bloomer Rd. Rochester Hills, Michigan, 48307 United States	John Pugno	johnpugno@gmail.com	248-520-1788
		John Pugno	unknown@no-reply.com	248-520-1788
Cortis Brothers Trucking and Excavating, Inc Org. Number: 560444	6052 Starville Road Marine City, Michigan, 48039 United States	Robert Johnson	rob@cortisbros.com	810-765-1426 ext. 26
		Daniel Cortis	unknown@no-reply.com	810-765-1426
Cougar Sales & Rental, Inc. Org. Number: 556388	PO Box 508 Novi, Michigan, 48376 United States	Jesse Radke	jradke@cougarsalesrental.com	248-348-8864
		Jesse Radke	jradke@cougarsalesrental.com	248-348-8864
		Marty Schmitt	unknown@no-reply.com	248-348-8864
COUNTRY OAKS LANDSCAPE SUPPLY	5904 DIXIE HWY	Mark Cherry	mcherry5150@yahoo.com	248-623-6460

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Organization	Address	Contact	Email	Phone
Org. Number: 557902	CLARKSTON, Michigan, 48346	Mark Cherry	mcherry5150@yahoo.com	248-521-0720
Crawford Contracting, Inc. Org. Number: 559160	P.O. Box 1909 Mt Pleasant, Michigan, 48804 United States	Jeffery Loomis	jeffery.loomis@gmail.com	989-775-6622
		Andrea Wetherbee	unknown@no-reply.com	9897756622
CRM CONSTRUCTION INC. Org. Number: 706245	71 South Main Street casnovia, Michigan, 49318 United States	Neil W Gillett	ngillett.crmc@gmail.com	6164038203
CROM COATINGS AND RESTORATIONS Org. Number: 1005926	30931 Munger drive Livonia, Michigan, 48154 United States	Nasser I El-Haj	nelhaj@CromCorp.com	3138881001
Cross Renovation Org. Number: 561364	34133 Schoolcraft Rd. Livonia, Michigan, 48178 United States	mike butcher	mike@crossrenovation.com	734-286-2244
		mike butcher	Mike@stark-enterprisesllc.com	734-286-2244
CSI Geoturf Org. Number: 602580	1500 Alloy Parkway Highland, Michigan, 48357 United States	Donn Ellis	unknown@no-reply.com	2486406003
		Dave Ringl	unknown@no-reply.com	231-218-4436
		Jeff Skinner	unknown@no-reply.com	248-640-6005
		Larry Hornsby	Info@csigeoturf.com	616-366-1518
		Larry R Libbrecht	unknown@no-reply.com	248-640-6004
		Nathan Ellis	unknown@no-reply.com	248-640-5998
CSM Mechanical, LLC Org. Number: 559644	7400 Hickory Valley Drive Fenton, Michigan, 48430 United States	Tom Robinson	unknown@no-reply.com	248-887-6767
		Craig S. Mortz	craig.mortz@csmmmechanical.com	248-521-0981
CTI Org. Number: 556269	28001 Cabot Drive Novi, Michigan, 48377 United States	Craig S. Mortz	craig.mortz@csmmmechanical.com	248-521-0981
		Kyle Ebenstein	kebenstein@cticompanies.com	248-486-5100
Curboo, Inc. Org. Number: 556555	PO Box 70 Swartz Creek, Michigan, 48473 United States	Kirk Cowley	k.cowley@curboo2121.com	810-232-2121 ext. 206
		David Wurtz	d.wurtz@curboo2121.com	810-232-2121
		Kirk Cowley	k.cowley@curboo2121.com	810-232-2121
D & D Water & Sewer, Inc. Org. Number: 558600	5700 S Sheldon Rd. Canton, Michigan, 48188 United States	Mark DiMichele	markd@ddwatersewer.com	734-397-3386
		Mark DiMichele	Dottore_D_Aqua@msn.com	734-397-3386
D and J Contracting Inc. Org. Number: 556543	22750 Macomb Industrial Drive Clinton Township, Michigan, 48036 United States	David Koback	bradsanford@sbcglobal.net	586-954-0008
		Bradley Sanford	bradsanford@sbcglobal.net	586-954-0008
		David Koback	Davidk7@ameritech.net	586-954-0008

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Organization	Address	Contact	Email	Phone
D & R EARTHMOVING, LLC Org. Number: 560057	5840 STERLING DRIVE, SUITE 420 HOWELL, Michigan, 48843 United States	RYAN LOOK	rlook@drearthmoving.com	517-586-4033
		BRIAN DODDS	bdodds@drearthmoving.com	517-586-4033
		Ryan Look	rlook@drearthmoving.com	517-586-4033
d&t home improvement Org. Number: 560914	21670 ambassador Macomb Township, Michigan, 48044 United States	Don Joseph	ddj52260@comcast.net	586-994-1642
		Don Joseph	ddj52260@comcast.net	586-994-1642
D'Angelo Brothers Inc. Org. Number: 560978	PO Box 531330 Livonia, Michigan, 48167 United States	Vincent D'Angelo	vince@dangelo-brothers.com	248-515-1942
		Vincent D'Angelo	vince@dangelo-brothers.com	248-515-1942
D. Macro Contractors, Inc. Org. Number: 945342	5005 E. 14 Mile Rd. Sterling Heights, Michigan, 48310 United States	Michele Bruley	Dmacro@dmacrocontractors.com	5862071732
D.V.M. Utilities, Inc. Org. Number: 559826	6045 Sims Rd., Suite 2, Sterling Heights, Michigan, 48313 United States	Vinay Shenoy	vshenoy@dvmutilities.com	586-979-0402
		Daniel DILegge	vshenoy@dvmutilities.com	586-979-0402
Dan K's Inc. Org. Number: 884319	20720 Sibley Rd. Brownstown, Michigan, 48193 United States	Justin F Keenan	JustinKeenan@DanKsInc.com	734 552-8280
Dan's Excavating, Inc. Org. Number: 557613	12955 23 Mile Road Shelby Township, Michigan, 48315 United States	James Doescher	jdoescher@dansexc.com	586-254-2040
		James Doescher	jdoescher@dansexc.com	586-254-2040
Dave's Contracting, Inc. Org. Number: 558541	1101 N. Denwood Dearborn, Michigan, 48128 United States	David Dalfonsi	davescont@aol.com	313-363-5129
		David Dalfonsi	unknown@no-reply.com	313-363-5129
DCC Construction, Inc. Org. Number: 560460	9100 Lapeer Rd. Suite A Davison, Michigan, 48423 United States	Jason Orchard	jasono@dccconstruction.com	810-658-4322
		Denise Lombardo	denisel@dccconstruction.com	810-658-4322
		DesRae Joubran	desraej@dccconstruction.com	8106584322
		Eric Josef	ericj@dccconstruction.com	8106584322
		Jason Orchard	jasono@dccconstruction.com	8106584322
		Josh Morris	JoshM@dccconstruction.com	8106584322
Dean Marine & Excavating Inc. Org. Number: 561136	75 Avery Street Mount Clemens, Michigan, 48043 United States	Dean Williams	etbuchman@gmail.com	586-855-6751
		Dean Williams	deanmarine@msn.com	586-855-6751
DeBuck Construction Inc. Org. Number: 872454	6226 Auburn Road Suite 1 Shelby Township, Michigan, 48317 United States	Ray DeBuck	ray@debuckconstruction.com	586-615-2254
deepali co llc	19125 beech daly road	dharmendra patel	dharmenpatel92@gmail.com	313-704-2314

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Organization	Address	Contact	Email	Phone
Org. Number: 562878	redford, Michigan, 48240	dharmendra patel	unknown@no-reply.com	313-531-1775
DeMaria Building Company Org. Number: 558105	3031 West Grand Blvd Suite 624 Detroit, Michigan, 48202 United States	Darren Murray	aaront@demariabuild.com	313-870-2800 ext. 304
		Darren Murray	darren@demariabuild.com	313-870-2800
Detroit Ready Mix Concrete Org. Number: 559368	9189 Central Ave. Detroit, Michigan, 48204 United States	Jack Pounds	jpounds@detroitreadymix.com	313-931-7043
		Jack Pounds	jpounds@detroitreadymix.com	313-931-7043
DiCosmo Const. Org. Number: 559448	55333 Timbers Edge Shelby Township, Michigan, 48316 United States	Frank DiCosmo	dicosmof@yahoo.com	586-786-9158
		Frank DiCosmo	dicosmof@yahoo.com	586-786-9158
DiHydro Services, Inc. Org. Number: 563952	40833 Brentwood Drive Sterling Heights, Michigan, 48310 United States	Kimberly Pendell	kim@dihydro.com	586-978-0425
		Kevin Dillon	kevin@dihydro.com	586-978-0425
		Kimberly Pendell	kim@dihydro.com	586-978-0425
DiLisio contracting INC Org. Number: 609560	23525 lakepointe dr Clinton twp, Michigan, 48036 United States	Joe DiLisio	JOE@DILISIOCONTRACTING.COM	586-783-4044
DiLisioContracting Inc. Org. Number: 556337	23525 lakepointe dr. Clinton Twp., Michigan, 48036 United States	Joe Lia	DCI1994@SBCGLOBAL.NET	586-783-4044
		Joe Lia	DCI1994@SBCGLOBAL.NET	586-783-4044
DiPonio Contracting, Inc. Org. Number: 559207	51173 Simone Industrial Drive Shelby Township, Michigan, 48316 United States	John Meaney	jmeaney@diponiocontracting.com	586-997-4150 ext. 29
		Chns Maltese	cmaltese@diponiocontracting.com	5869974150
		Frank T. DiPonio	fdiponio@diponiocontracting.com	586-997-4150
		Marie Chesney	mchesney@diponiocontracting.com	586-997-4150 ext. 27
Distinguished Development Inc Org. Number: 561212	7750 23 mile rd Shelby Twp, Michigan, 48316 United States	Brad Korte	bkorte26@comcast.net	586-580-3457
		Brad Korte	bkorte26@comcast.net	586-580-3457
Diversified Excavating & Site Utilities llc Org. Number: 560603	7810 Whittaker rd Ypsilanti, Michigan, 48197 United States	Ryan Moon	ryanm1028@yahoo.com	734-216-0875
		Ryan Moon	ryanm1028@yahoo.com	734-216-0875
Diversified Infrastructure Services Inc. Org. Number: 608729	46 S. Rolling Meadows Dr. Fond Du Lac, Wisconsin, 54937 United States	Andrew Undicelli	aundicel@disinc.us	2166304862
DMC Consultants, Inc. Org. Number: 558520	13500 Foley Street Detroit, Michigan, 48227 United States	Mike Chaudhary, MBA, PMP	mike@dmcgroupusa.com	313-491-1815 ext. 22
		Mike Chaudhary	mike@dmcgroupusa.com	313-491-1815
Doan Construction Org. Number: 558884	3670 Carpenter Road Ypsilanti, Michigan, 48197 United States	John Senkowski	Jsenkowski@doancompanies.com	734-971-4678
		Jim McInnis	jmcinnis@doancompanies.com	734-323-3642

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Organization	Address	Contact	Email	Phone
Doetsch Industrial Services Org. Number: 557456	21221 Mullin St. Warren, Michigan, 48069 United States	Sean Schotthoefter	sean@doetschenv.com	586-755-2090
		Sean Schotthoefter	sean@doetschenv.com	586-755-2090
Dominic Gaglio Construction, Inc. Org. Number: 558214	15347 Drysdale Southgate, Michigan, 48195 United States	Dominic Gaglio	dgaglio@sbcglobal.net	734-281-7453
		Dominic Gaglio	unknown@no-reply.com	734-281-7453
Don Martell Concrete LLC Default Solutions Org. Number: 918517	115 E Elm Ave Monroe, Michigan, 48162 United States	DON MARTELL	don@martellconcrete.com	7346392031 ext. 101
DP Schwehofer Excavating, Inc Org. Number: 565010	1409 Fred Moore Hwy St Clair, Michigan, 48079 United States	David Schwehofer	ed@dpschwehofer.com	810-637-8979
		David Schwehofer	dpschwehofer@aol.com	586-855-9565
		Edward Neiman	ed@dpschwehofer.com	586-855-9565
Dunigan Bros., Inc. Org. Number: 557724	911 E. South st. Jackson, MI 49203 Jackson, Michigan, 49203 United States	Patrick Dunigan	pdunigan@duniganbros.com	517-787-4720 ext. 213
		Patrick Dunigan	unknown@no-reply.com	517-787-4720 ext. 213
Dusenbery & Sons, LLC Org. Number: 774353	7180 Stanley Road Flushing, Michigan, 48433 United States	Colin J Dusenbery	colin.dusenbery@yahoo.com	810 875 3678
E&L Construction Group, Inc Org. Number: 560244	3040 Airpark Drive, South Flint, Michigan, 48507 United States	Gregory Krueger	estimating@eandlgroup.com	810-744-4300
		Gregory Krueger	gregk@eandlgroup.com	810-744-4300
		John Eliuk	JohnE@eandlgroup.com	8107444300
E. R. Zeiler Excavating, Inc. Org. Number: 560722	125 Substation Road Temperance, Michigan, 48182 United States	Lisa Zeiler	lmzeiler@erzeiler.com	734-847-5745
		Joseph M. Szajna	jmszajna@erzeiler.com	734-847-5745
		Lisa Zeiler	lmzeiler@erzeiler.com	734-847-5745
E.C. Korneffel Company Org. Number: 558477	2691 Veterans Parkway Trenton, Michigan, 48183 United States	Bruce Kresslein	bjkresslein@korneffel.com	734-676-2131
		Bruce Kresslein	bjkresslein@korneffel.com	734-676-2131
E.S. Wagner Co. Org. Number: 558830	840 Patchen Rd Oregon, Ohio, 43616 United States	Mike Pfeiffer	mpfeiffer@eswagner.com	419-691-8651 ext. 137
		Michael Pfeiffer	unknown@no-reply.com	419-691-8651 ext. 137
E.T. MacKenzie Company Org. Number: 557711	4248 West Saginaw Highway Grand Ledge, Michigan, 48837 United States	Michael Marks	mmarks@mackenzieco.com	517-627-8408
		Micheal Marks	mmarks@mackenzieco.com	517-627-8408
Eagle Excavation, Inc. Org. Number: 558100	4295 Holiday Drive Flint, Michigan, 48507 United States	Michael Hayduk	mhayduk@eagleexcavation.com	810-767-7878
		Michael Hayduk	mhayduk@eagleexcavation.com	810-767-7878
Earthmovers of Midland, LLC	4319 North Eastman Rd	Maria Sandow	info@earthmoversofmidland.com	989-615-0812

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Organization	Address	Contact	Email	Phone
Org. Number: 561468	Midland, Michigan, 48642 United States	Alfred Sandow	asandow@earthmoversofmidland.com	989-205-0107
		Maria Sandow	msandow@earthmoversofmidland.com	989-615-0812
Eastern Asphalt Org. Number: 560116	G 5172 N Dort Hwy Flint, Michigan, 48505 United States	Brad Hanson	bhanson@easternasphalt.com	810-787-5500
		Brad Hanson	bhanson@easternasphalt.com	810-787-5500
		JEFF LEET	JLEET@EASTERNASPHALT.COM	810-787-5500
Edw. C. Levy Co. Org. Number: 556659	8800 Dix Avenue Detroit, Michigan, 48209 United States	Jeff Lockwood	JLOCKWOOD@edwclevy.net	313-429-5389 ext. 2262
		Ann Dadabbo	adadabbo@edwclevy.net	313-429-2264
		Lori Speare	lspeare@edwclevy.net	313-429-2265
		Michael D Pelletier	mpelletier@edwclevy.net	313-429-2937
		Terria Ellis	tellis@edwclevy.net	313-409-5205
Edward R. White Contractor, Inc. Org. Number: 556217	4500 PONTIAC LAKE RD WATERFORD, Michigan, 48428 United States	Robert White	RWHITE7471@COMCAST.NET	248-393-9965
		Josua A White	Josua.white20@gmail.com	248-245-2670
Ekklesia Building Corporation Org. Number: 562549	23456 Southfield Road Southfield, Michigan, 48075 United States	Aubin Williams	awms@ekkleasiacorp.com	248-423-6400
		Aubin Williams	awms@ekkleasiacorp.com	248-423-6400
Ellsworth Industries Org. Number: 556415	P.O. Box 5366 Plymouth, Michigan, 48170 United States	Chad Monteith	cmonteith519@comcast.net	313-218-4790
		Chad Monteith	cmonteith519@comcast.net	313-218-4790
Elmer's Crane and Dozer, Inc. Org. Number: 558722	3600 Rennie School Road Traverse City, Michigan, 49685 United States	Brian Peace	bpeace@teamelmers.com	231-943-3443
		Brian Peace	bpeace@teamelmers.com	231-943-3443
		Todd Broad	todd@teamelmers.com	231-943-3443
Eng., Inc Org. Number: 556149	4063 Grand Oak Dr., Suite A 109 Lansing, Michigan, 48911 United States	Gregory L Minshall	minshallg@engdot.com	517-887-1100
		Gregory L. Minshall, P.E.	minshallg@fitzhenne.com	517-887-1100
		Michael J. Dyer, P.E.	dyerm@fitzhenne.com	517-887-1100
English D Construction LLC Org. Number: 833801	15872 Humphrey Street Southgate, Michigan, 48195 United States	LeeAnn Flynn	EnglishDEstimates@gmail.com	734-558-5620
Environmental Excavating & Contracting, Inc. Org. Number: 559515	3555 M-32 West Alpena, Michigan, 49707 United States	Julie Hansen	jhansen5@charter.net	989-356-1161
		Julie Hansen	jhansen5@charter.net	989-356-1161
		Timothy S. Cramer	jhansen5@charter.net	989-370-4422

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Organization	Address	Contact	Email	Phone
Eric Construction, Inc. Org. Number: 562374	PO Box 185 Saint Charles, Michigan, 48655 United States	Rob Saunders	ericconstructionrs@yahoo.com	989-865-9904
		Rob Saunders	ericconstructionrs@yahoo.com	989-865-9904
Erie Construction, LLC Org. Number: 560730	22051 Commerce Drive Woodhaven, Michigan, 48183 United States	Jody Petit	jpetit@erieconstructionllc.com	734-676-8689
		Jody Petit	jpetit@erieconstructionllc.com	734-676-8689
Erth-Con Excavating, Inc. Org. Number: 560488	P.O. Box 267 Romeo, Michigan, 48065 United States	Jennifer Klebba	info@erthcon.com	810-789-0151
		Jennifer Klebba	info@erthcon.com	810-789-0151
ETNA SUPPLY CO. Org. Number: 560372	529 32ND STREET SE GRAND RAPIDS, Michigan, 49548 United States	John Nickels	jnickels@etnasupply.com	616-514-5155
		John Nickels	jnickels@etnasupply.com	616-514-5155
Etna Supply Company Org. Number: 557470	29949 Beck Wixom, Michigan, 48393 United States	Brian Busch	bbusch@etnasupply.com	248-624-5000
		Brian Busch	unknown@no-reply.com	248-624-5000
Evergreen Civil Org. Number: 557392	143 Cadycentre, #303 Northville, Michigan, 48167 United States	John bushta	john@egreenllc.net	248-374-1911
		Mike Bates	mike@egreenllc.net	248-344-0047
Evergreen Outdoor, Inc. Org. Number: 561331	386 Lucy Rd Howell, Michigan, 48843 United States	Dan Brockway	bids@myoutdoorpro.com	810-923-7070
		Dan Brockway	estimating@sitesolutionsllc.net	810-599-9052
Evergreen Tree & Restoration Inc Org. Number: 839265	21719 Springhill St Romulus, Michigan, 48174 United States	Ashley Ebling	ashley.ebling@evergreentreerestoration.com	7343487287
F and M Concrete Construction Org. Number: 566890	7967 Creyts Rd. Dimondale, Michigan, 48821 United States	Fred OKeefe	okeeefred@gmail.com	517-868-4078
		Fred OKeefe	okeeefred@gmail.com	517-868-4078
F+V Construction Org. Number: 564709	2960 Lucerne Drive SE Grand Rapids, Michigan, 49546 United States	Robert Holmen	info@fv-construction.com	616-977-4400
		Larry Fleis	lfleis@fveng.com	616-977-4400
		Paul Galdes	unknown@no-reply.com	616-977-4400
F. Allied Construction Inc. Org. Number: 559366	PO BOX 12909633 Northwest Court Clarkston, Michigan, 48347 United States	Andrew Foster	admin@alliedasphaltpaving.com	248-625-9581
		Ken Frenger	ken@alliedasphaltpaving.com	2486259581
		Kevin Shell	kevin@alliedasphaltpaving.com	248-625-9581
		Michael Cole	mike@alliedasphaltpaving.com	2486259581
		Paul Ducat	paul@alliedasphaltpaving.com	2486259581
F.D.M. Contracting, Inc. Org. Number: 560171	49156 Van Dyke Shelby Township, Michigan, 48317 United States	Fred Meram	fred@fdmcontracting.net	586-739-8400
		Don Meram	don@fdmcontracting.net	5867398400

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Organization	Address	Contact	Email	Phone
		Don Meram	don@fdmcontracting.net	586-739-8400
		Fred Meram	unknown@no-reply.com	586-739-8400
F.J. LaFontaine Org. Number: 557401	Post Office Box 1126 Farmington, Michigan, 48332 United States	Robert LaFontaine	Landscape45@sbcglobal.net	248-477-9695
		Robert LaFontaine	unknown@no-reply.com	248-477-9695
Farrow Group, Inc. Org. Number: 556835	601 Beaufait Avenue Detroit, Michigan, 48207 United States	Michael Farrow	adminfarrow@comcast.net	313-259-7910
		Michael Farrow	unknown@no-reply.com	313-259-7910
Ferguson Water Works (Previously Michigan Pipe and Valve Flint / Lansing) Org. Number: 608137	4040 Eagles Nest Flushing, Michigan, 48433 United States	Michael Deneen	Michael.Deneen@ferguson.com	8106910535
		David D Desjardin	David.Desjardins@ferguson.com	810-230-2737
		David M Hobson	david.hobson@ferguson.com	8106912823
Fessler & Bowman, Inc. Org. Number: 559672	4099 Eagle's Nest Ct. Flushing, Michigan, 48433 United States	Brian Misaras	estimating@fesslerbowman.com	810-733-1313
		James W. Malenich II	jmalenich@fesslerbowman.com	810-733-1313
Finishing Touch Photo & Video Org. Number: 559679	25095 25 Mile Road Chesterfield, Michigan, 48051 United States	Cynthia Hurley	HurleyPhotography@comcast.net	586-749-3340
Fisher Contracting Company Org. Number: 558736	3401 Contractor Drive Midland, Michigan, 48642 United States	Alan Simanskey	alansimanskey@fishercompanies.net	989-835-7771
		Mike McLaren	mikemclaren@fishercompanies.com	989-615-6370
		Steven O'Mara	unknown@no-reply.com	989-835-7771
FK Engineering, PLLC Org. Number: 561870	30425 Stephenson Hwy. Madison Heights, Michigan, 48071 United States	Fritz Klingler	fklingler@fkengineering.com	313-218-9961
		Fritz Klingler	fklingler@fkengineering.com	313-218-9961
		Joe Alberts	jalberts@fkengineering.com	218-817-2947
FK Engineering, PLLC Org. Number: 858414	30425 Stephenson Hwy. Madison Heights, Michigan, 48071 United States	Zachary Carr	zcarr@fkengineering.com	313-304-6737
Florence Cement Company Org. Number: 556420	12585 23 Mile Road Shelby Township, Michigan, 48315 United States	Steve Pantaleo	stevepantaleo@florencecement.com	586-997-2666 ext. 236
		Steve Lampton	stevelampton@florencecement.com	586-997-2666
		Steve Pantaleo	unknown@no-reply.com	586-997-2666
Foco Enterprises DBA Dependable Sewer Cleaners Org. Number: 560979	515 S Henry Street Bay City, Michigan, 48706 United States	Susan Foco	dependablesewer@focoinc.com	989-892-3011
		Joe Pilara	joepilara@dependablesewer.com	9898923011
		Ronald Foco	dependablesewer@charter.net	989-892-3011
		Susan Foco	dependablesewer@charter.net	989-892-3011

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Organization	Address	Contact	Email	Phone
Fonson Company, Inc. Org. Number: 557586	7644 Whitmore Lake Road Brighton, Michigan, 48116 United States	John Heavey	estimating@fonsoninc.com	810-231-5188
		Eamonn Dwyer	eamonn@fonsoninc.com	810-231-5188
		John Heavey	unknown@no-reply.com	810-231-5188
FONTANA CONSTRUCTION, INC. Org. Number: 561624	6340 Sims Dr Sterling Height, Michigan, 48313 United States	FRANK GIANNETTI	fontanacon@gmail.com	810-560-9377
		FRANK GIANNETTI	unknown@no-reply.com	810-560-9377
fontenot landscape services llc Org. Number: 560042	21161 ridgedale oakpark, Michigan, 48237 United States	corey fontenot	guyr@fontenotlandscape.com	313-220-8464
		corey fontenot	fontenotlandscaping@yahoo.com	313-220-8464
Fort Wayne Contracting, Inc. Org. Number: 560067	300 E. Seven Mile Rd. Detroit, Michigan, 48203 United States	Patty Hopkins	patty@fortwaynecontracting.com	313-368-3400
		Christopher Honore	chris@fortwaynecontracting.com	313-368-3400
		Patty Hopkins	patty@fortwaynecontracting.com	313-368-3400
Freedom Contracting Org. Number: 617568	33750 Ford Rd Westland, Michigan, 48185 United States	Michael C Montecinos	Info@FreedomContractingMi.com	850-420-8959
FullBore Org. Number: 709739	6105 Birch Flint, Michigan, 48507 United States	David m Mills	dmills@fullboreinc.com	2487665066
Future Fence Company Org. Number: 556179	23450 Regency Park Drive Warren, Michigan, 48089 United States	Jason Gautz	fencer@futurefencecompany.com	586-755-0900
		Jason Gautz	unknown@no-reply.com	586-755-0900
G&G Concrete & Construction, Inc. Org. Number: 559306	19505 26 Mile Ray, Michigan, 48096 United States	Greg Mondello	gregjr@gandgconcrete.com	586-992-0964
		Greg Mondello	gregjr@gandgconcrete.com	586-992-0964
G.V. Cement Org. Number: 557455	20000 Dix-Toledo Brownstown, Michigan, 48183 United States	Vince Vitale	gvcement@sbcglobal.net	734-479-2180
		Vince Vitale	unknown@no-reply.com	734-479-2180
Galui Construction, Incorporated Org. Number: 559185	33805 Harper Avenue Clinton Township, Michigan, 48035 United States	Anthony Galui	galuiconstruction@att.net	586-294-2081
		Anthony Galui	galuiconstruction@att.net	586-294-2081
GB UTILITIES Org. Number: 561273	11000 W McNicols Suite 206 Detroit, Michigan, 48224 United States	LaCresha Ware	lw@gbutility.com	313-676-2133
		LaCresha Ware	lw@gbutility.com	313-676-2133
		Taneshia Gibbs-El	tgibbs@gbutility.com	313-207-5003
Gee Asphalt Systems Org. Number: 97253	4715 6th St Sw Cedar Rapids, IA, Iowa, 52404 United States	Mitch Vargason	mvargason@geeasphalt.com	319-366-8567
		Shaun Kukuzke	skukuzke@geeasphalt.com	319.366.8567
GEIERSBACH CONSTRUCTION, INC.	6230 HACKETT RD	Seymour Geiersbach	geiersbachconstruction@hotmail.com	989-695-2692

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Organization	Address	Contact	Email	Phone
Org. Number: 562229	FREELAND, Michigan, 48623	Seymour Geiersbach	geiersbachconstruction@hotmail.com	989-695-2692
George W. Auch Company Org. Number: 557946	65 University Drive Pontiac, Michigan, 48342 United States	Shawn Debo	sdebo@auchconstruction.com	248-334-2000
		Gerald McClelland	gmcclelland@auchconstruction.com	248-334-2000
		Jim Munchiando	jmunchiando@auchconstruction.com	248-334-2000
		Nate St. Dennis	nstdennis@auchconstruction.com	248-334-2000
GeoTran Consultants LLC Org. Number: 562136	10315 E. Grand River Avenue, Suite 201 Brighton, Michigan, 48116 United States	Tanweer Shah	Tanweer.Shah@geotranconsultants.com	810-229-6805
		Tanweer Shah	info@geotranconsultants.com	810-229-6805
Gerace Construction Org. Number: 557430	4055 S Saginaw Road Midland, Michigan, 48640 United States	Reann Kostus	rkostus@geraceconstruction.com	989-496-2440 ext. 172
		Blake Hine	blake@geraceconstruction.com	989-496-2440
		Tom Valent	tom@geraceconstruction.com	989-496-2440
Gerber Construction Company, Inc. Org. Number: 567840	415 S Morse St. Reed City, Michigan, 49677 United States	Kitt Jarzabkowski	kitt@gerberconstructionco.com	231-832-2792 ext. 12
		Kitt Jarzabkowski	unknown@no-reply.com	231-832-2792 ext. 12
Giannetti Building Development LLC Org. Number: 606976	1850 Oak Trail Oxford, Michigan, 48370 United States	Ricky Giannetti	rickgiannetti@giannettibuilding.com	248 628-2594
Gillett Excavating, LLC Org. Number: 567133	2450 Range Rd Port Huron, Michigan, 48060 United States	Matthew Gillett	mattg@gillettexcavating.com	810-941-8926
		Matthew Gillett	unknown@no-reply.com	810-941-8926
Giorgi Concrete LLC Org. Number: 556992	20450 Sherwood Detroit, Michigan, 48234 United States	Michelle Solomon	admin@giorgiconcrete.com	313-366-2921
		Michelle Solomon	crystal@giorgiconcrete.com	313-366-2921
Gladiator Construction & Demolition LLC Org. Number: 561296	5080 Evaline Hamtramck, Michigan, 48212 United States	Randall Williams	gladiator.construction@yahoo.com	313-492-6121
		Randall Williams	gladiator.construction@yahoo.com	313-492-6121
GM & SONS, INC. Org. Number: 557671	6784 Whitmore Lake Rd. Whitmore Lake, Michigan, 48189 United States	Karl Schweitzer	bids@gmandsons.com	734-929-1259
Goretski's Construction Company Org. Number: 558756	4850 South Hill Milford, Michigan, 48381 United States	Kyle Goretski	kg@goretskiconstruction.com	248-685-1404
		Kyle Goretski	goretskicurb@aol.com	248-685-1404
Grand River Construction, Inc. Org. Number: 559936	5025 40th Ave P.O Box 323 Hudsonville, Michigan, 49426 United States	William Kersaan	bkersaan@grandriverconstruction.com	616-669-5611 ext. 13
		William Kersaan	bkersaan@grandriverconstruction.com	616-669-5611
GREAT LAKES CONTRACTING SOLUTIONS LLC Org. Number: 560905	2300 Edinburgh WATERFORD, Michigan, 48328 United States	Tom Wall	tom@greatlakescont.com	313-962-0400
		Mary A Peterson	mary@greatlakescont.com	3139620400

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Organization	Address	Contact	Email	Phone
		Philip A. Sakalian	phil@greatlakescont.com	313-962-0400
		Sandra F. Mulvihill	sandy@greatlakescont.com	313-962-0400
Great Lakes Landscaping & Construction Inc. Org. Number: 556362	25212 Ryan Rd. Warren, Michigan, 48091 United States	Daniel Gomey	melissahahn@greatlakeslandscaping.com	586-756-5347
		Melissa Hahn	unknown@no-reply.com	586-756-5347
Greeley and Hansen Org. Number: 560416	100 S. Wacker Drive Suite 1400 Chicago, Illinois, 60606 United States	Rafael Salamanca	rsalamanca@greeley-hansen.com	312-578-2495
		Andrew Martin	amartin@greeley-hansen.com	312-578-2364
Greenscape Org. Number: 561248	P.O. Box 133 Lake, Michigan, 48632 United States	Brian Cataldo	bwcataldo@yahoo.com	989-544-2489
		Brian Cataldo	unknown@no-reply.com	989-544-2489
Ground Penetrating Radar Systems Org. Number: 935130	7540 New West Road Toledo, Ohio, 43617 United States	Jared Malone	Jared.Malone@gprsinc.com	419-280-1727
Guardian Plumbing & Heating, Inc. Org. Number: 558895	34400 Glendale St Livonia, Michigan, 48150 United States	Larry D'Ascenzo	jeanr@guardianplumbing.com	734-513-9550
		Jean Rasmussen	unknown@no-reply.com	734-513-9550 ext. 235
		Larry D'Ascenzo	LarryD@guardianplumbing.com	734-513-9550
GZA GeoEnvironmental, Inc. Org. Number: 557704	19500 Victor Parkway, Suite 300 Livonia, Michigan, 48152 United States	Walter Kosinski	walter.kosinski@gza.com	734-462-0207
		Walter Kosinski	walter.kosinski@gza.com	734-462-0207
H. G. Sartor Asphalt and Paving Org. Number: 562162	P.O. Box 543 Walled Lake, Michigan, 48390 United States	Harold Sartor	HGSartor@comcast.net	248-736-9510
		Harold Sartor	HGSartor@comcast.net	248-736-9510
Hammond Farms, Inc. Org. Number: 559260	5834 Michigan Rd. Dimondale, Michigan, 48821 United States	Cliff Walkington	info@hammondfarms.com	517-646-8698
		Jim Gavril	kgavril@msn.com	517-927-8274
Hanes Geo Components Org. Number: 559349	38160 Amrehin Rd, Kensington Center, Bui lding 3E Livonia, Michigan, 48150 United States	Jim Brickler	jim.brickler@hanescompanies.com	734-779-4990
		Alan Adams	scott.stanley@hanescompanies.com	616-443-1418
		Erik Klaphake	erik.klaphake@hanescompanies.com	734-779-4990
HARD ROCK CONCRETE, INC. Org. Number: 556914	38146 ABRUZZI DR. WESTLAND, Michigan, 48185 United States	TONY GRIMALDI	office@hardrockconcreteml.com	734-641-3333
		ROCCO GRIMALDI	hroguys@att.net	734-641-3333
Harmon & Sons Org. Number: 567470	217 monroe st. caro, Michigan, 48723 United States	Jeffery Harmon	harmonbuilder@gmail.com	989-327-4205
		Jeffery Harmon	harmonbuilder@gmail.com	989-327-4205
Hartwell Cement Company Org. Number: 556333	21650 Fern Avenue Oak Park, Michigan, 48237 United States	Ronald O'Malley	hartwellcement@sbcglobal.net	248-548-5858 ext. 0
		Daniel G. O'Malley	hartwellcement@sbcglobal.net	248-548-5858

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Organization	Address	Contact	Email	Phone
		Ronald O'Malley	hartwellcement@sbcglobal.net	248-548-5858
Havener Tech Org. Number: 562964	433 Elmwood troy, Michigan, 48083 United States	michael Guerin	mguerin@havenertech.com	248-890-1812
		michael Guerin	mguerin@havenertech.com	248-890-1812
		Roscoe Serrels	rserrels@havenertech.com	248-878-5262
HD Sealcoating and Paving Solutions LLC Org. Number: 625376	6612 Northview Drive Clarkston, Michigan, 48346 United States	Alyssa J Retsel	HDSealcoatingPaving@gmail.com	3139103727
Heritage Lawn Care, Inc. Org. Number: 568627	408 North Ann Arbor Street Saline, Michigan, 48176 United States	Brian Swiney	brian@heritagelawn care.com	734-663-2042
		Brian Swiney	brian@heritagelawn care.com	734-663-2042
Heystek Contracting, Inc. Org. Number: 557942	P.O. Box 56 225 Grover Street Montrose, Michigan, 48457 United States	Bill Heystek	heystekcontracting@centurytel.net	810-639-6533
		Chris Heystek	unknown@no-reply.com	810-639-6533
Highway Maintenance & Construction Co. Org. Number: 556495	12101 Wahrman P.O. Box 74411 Romulus, Michigan, 48174 United States	Jeffrey Demek	jeffdemek@comcast.net	734-941-8885
		Jeffrey Demek	JEFFDEMEK@COMCAST.NET	734-941-8885
Hoffman Brothers, Inc. Org. Number: 558845	8574 Verona Road Battle Creek, Michigan, 49014 United States	Bill Rizor	brizor@hoffmanbrosinc.com	269-965-1207
		Bill Rizor	brizor@hoffmanbrosinc.com	269-965-1207
holsbeke construction Org. Number: 629894	325 north ave mt. clemens, Michigan, 48043 United States	ricky fox	ricky@holsbeke.com	5864682971
Holsbeke Construction Inc. Org. Number: 561241	325 North Ave. Mt. Clemens, Michigan, 48043 United States	Chris Holsbeke	tom@holsbeke.com	586-468-2971
		Chris Holsbeke	chris@holsbeke.com	586-468-2971
		Tom Ulrich	tom@holsbeke.com	586-468-2971
home service corp Org. Number: 566159	2810 Oakwood Melvindale, Michigan, 48122 United States	susan ritche	sritchie@homeservicecorp.com	313-928-3833
		susan ritche	sritchie@homeservicecorp.com	313-928-3833
Hunt Bros. Concrete Contractors, Inc. Org. Number: 561997	5828 M-55 Whittemore, Michigan, 48770 United States	Shawn Hunt	unknown@no-reply.com	989-362-2457
		Craig Hunt	unknown@no-reply.com	989-362-2457
		Shawn Hunt	unknown@no-reply.com	989-362-2457
Hutch Paving, Inc. Org. Number: 557269	3000 EAST TEN MILE Warren, Michigan, 48091 United States	Michael Campbell	sales@hutchpaving.com	586-427-7283
		John Kruso	john@hutchpaving.com	2485146295
		Michael Hulderman	hulderman@hutchpaving.com	248-514-6926
		Mike Chunko	Mchunko@hutchpaving.com	248-514-6922

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Organization	Address	Contact	Email	Phone
HYMMCO LLC Org. Number: 558572	51167 Pontiac Trail Wixom, Michigan, 48393 United States	Bob Brannan	bob@hymmco.com	248-669-4075 ext. 102
Ideal Contracting LLC Org. Number: 559806	2525 Clark Street Detroit, Michigan, 48209 United States	Jim Booth	jbooth@idealcontracting.com	313-843-8000
		Dan Budnik	unknown@no-reply.com	313-343-8000
ILE Excavating Inc. Org. Number: 564002	PO Box 871412 Canton, Michigan, 48187 United States	Chris Musa	chris@ileexcavatinginc.com	734-664-4183
		Chris Musa	unknown@no-reply.com	734-664-4183
Inland Lakes Landscaping Corp. Org. Number: 558894	560 S. Telegraph Road Pontiac, Michigan, 48341 United States	Tracy Cantelon	inlandlakes@comcast.net	248-338-8088 ext. 3
		Roger Cantelon	unknown@no-reply.com	248-338-8088
Inland Waters Pollution Control, Inc. Org. Number: 556284	4086 Michigan Ave Detroit, Michigan, 48210 United States	Mike Irish	mirish@teamipr.com	313-899-3014
		Jignesh Madhani	jmadhani@teamipr.com	313-899-3014
Inland Waters Pollution Control, Inc. Org. Number: 568122	4086 Michigan Ave. Detroit, Michigan, 48210 United States	Tim Bako	tbako@teamipr.com	301-741-0360
		Jignesh Madhani	jmadhani@teamipr.com	313-468-0686
Inland Waters Pollution Control, Inc. Org. Number: 602405	4086 Michigan Ave Detroit, Michigan, 48210 United States	Lloyd D. Lambrix	llambrix@teamipr.com	3130-899-3014
		Dwight Silva	dsilva@TEAMIPR.COM	313-819-3014
		Jignesh Madhani	jmadhani@teamipr.com	313-468-0686 ext. 226
		Julie A Lackey	jlackey@teamipr.com	313-910-6251 ext. 241
		Paul Jorgensen	pjorgensen@teamipr.com	313-899-3014
		Walter Rozycki	wrozycki@teamipr.com	313-218-5045 ext. 223
Inner City Contracting LLC Org. Number: 936706	18701 Grand River #999 Detroit, Michigan, 48223 United States	Curtis Johnson	curtis@innercitycontracting.com	3134029178
		Rick G Rockman III	rrockman3@icloud.com	8105773484
Insituform Technologies USA LLC Org. Number: 602368	1088 Victory Drive Howell, Michigan, 48843 United States	Ken Quillen	kquillen@aegion.com	989-277-6046
Integrity Building Group Org. Number: 562360	350 Madison Avenue, 4th Floor Detroit, Michigan, 48226 United States	John Biggar	jpb@ware-house.com	313-549-2790
		Bill Parker	bparker@ibgdetroit.com	313-300-0121
		Brian Mooney	bmooney@ibgdetroit.com	248-798-7127
		John Biggar	jpb@ware-house.com	313-549-2790
Interstate Highway Construction, Inc. Org. Number: 558557	PO Box 1690 Owosso, Michigan, 48867 United States	Jeffrey Ardelean	ardeleanj@ihcquality.com	989-729-7112 ext. 103
		Steve Crews	no-reply@unknown.com	303-790-9100

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Organization	Address	Contact	Email	Phone
Interstate Sealant & Concrete, Inc Org. Number: 557948	S40 W24211 Rockwood Way Waukesha, Wisconsin, 53189 United States	Sean Leppert	sleppert@interstatesealant.com	262-547-6316
		Cheryl Sment	csment@interstatesealant.com	262-547-6316
		Garret Burleson	gburleson@interstatesealant.com	517-719-6366
ITALIA CONSTRUCTION INC Org. Number: 557427	57151 DEER CREEK COURT WASHINGTON TWP., Michigan, 48094 United States	Cosimo DI CESARE	CDC.ITALIACONSTRUCTION@YAHOO.COM	586-677-1697
		COSIMO DI CESARE	cdc.italiaconstruction@yahoo.com	586-405-1347
		FRANCO DI CESARE	FDICESAR@BIGNET.NET	586-677-1697
J Keith Construction Org. Number: 565000	1010 Antietam Detroit, Michigan, 48207 United States	Keith Jones	kjones@jkeithconstruction.com	313-454-1707
		Keith Jones	kjones@jkeithconstruction.com	313-454-1707
j&m construction Org. Number: 561970	po box 175 new hudson, Michigan, 48375 United States	michael mccutcheon	mitchjmsilt@aol.com	248-685-0757
		michael mccutcheon	mitchjmsilt@aol.com	248-685-0757
J. Ranck Electric, Inc. Org. Number: 558119	1993 Gover Parkway Mt. Pleasant, Michigan, 48858 United States	Adam Ranck	ajranck@jranck.com	800-792-3822
		Adam Ranck	ajranck@jranck.com	800-792-3822
		Janice LaRose	jlarose@jranck.com	989-775-7393 ext. 2131
J.J. Mich, Inc. Org. Number: 560303	PO BOX 680 ROSEVILLE, Michigan, 48066 United States	JOSEPH DEFELICE	joe680@wowway.com	586-775-4444
		Greg Modelski	GModelski@JJMichInc.com	5862043956
		JOSEPH D DEFELICE	joe680@wowway.com	586-775-4444
J.R. Mathews, Inc Org. Number: 557205	22650 Maple Farmington, Michigan, 48336 United States	James Mathews	ccorrie@twmi.rr.com	248-474-3642
		Christine Corrie	ccorrie@twmi.rr.com	248-474-3642
		James Mathews	ccorrie@twmi.rr.com	248-474-3642
Jackson-Merkey Contractors, Inc Org. Number: 562008	3430 Lund Ave. Muskegon, Michigan, 49442 United States	Gary Merkey	estimating@jackson-merkey.com	231-728-9344
		Gary Merkey	gmerkey@jackson-merkey.com	231-728-9344
James P Contracting, Inc. Org. Number: 557818	67222 Van Dyke Romeo, Michigan, 48095 United States	Max Wiggins	max@kenmoorecontracting.com	586-752-5605
		Max Wiggins	max@kenmoorecontracting.com	586-752-5605
Jay's Excavating Org. Number: 564301	PO Box 2119 Howell, Michigan, 48844 United States	Jason Timreck	Jay@jaysexcavating.com	517-548-7199
		Jason Timreck	Jay@jaysexcavating.com	517-548-7199
JB Contractors Inc. Org. Number: 558782	3201 Livernois Ave. Detroit, Michigan, 48210 United States	Juan Lopez	jbontractors@outlook.com	313-995-8301
		Bruce Abbott	jbontractors@outlook.com	734-363-7227

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Organization	Address	Contact	Email	Phone
		Juan Lopez	jbcontractors@outlook.com	313-995-8301
Joe Raica Excavating Org. Number: 562266	3640 Nicholson Rd Fowlerville, Michigan, 48836 United States	Jennifer Raica	joeraicaexc@hotmail.com	517-521-4508
		Jennifer Raica	joeraicaexc@hotmail.com	517-521-4508
Johnhood construction Org. Number: 563572	27512 Little Mack St Clair shore, Michigan, 48081 United States	John Hood	Johnhood10@yahoo.com	810-278-8188
		John Hood	unknown@no-reply.com	810-278-8188
Josh Lawn And Landscape LLC Org. Number: 847691	396 Napoleon Rd Michigan Center, Michigan, 49254 United States	Josh Blakeman	joshlawncrew@yahoo.com	5174142249
Jp Roosevelt Construction Org. Number: 1006044	535 griswold suite 111-238 detroit, Michigan, 48226 United States	desmond parker	dparker@jprooseveltconstruction.com	313442-7443
JSS - Macomb, LLC Org. Number: 633629	14218 Claremont Drive Shelby Twp, Michigan, 48315 United States	Bids at JSS-Macomb	estimating@jss-macomb.com	5866238905
K & B Asphalt Sealcoating, Inc. Org. Number: 560606	1451 Benner Hwy Clayton, Michigan, 49235 United States	Rocky Wingfield	unknown@no-reply.com	517-264-2541
		Eli sleeper	rocky@kbasphaltsealcoating.com	517-264-2541
		Rocky Wingfield	unknown@no-reply.com	517-264-2541
Kalin Construction Company Org. Number: 562636	2663 Yore Ave Sodus, Michigan, 49126 United States	Gerald Kalin	jwkalin@kalininc.com	269-925-2746
		Gerald Kalin	jwkalin@kalininc.com	269-925-2746
Kandico Services LLC Org. Number: 565583	14470 Eastburn Detroit, Michigan, 48205 United States	Ken Daniels	krdaniels2009@gmail.com	313-213-4888 ext. 313
		Ken Daniels	krdaniels2009@gmail.com	313-213-4888 ext. 313
Kennedy Solutions Inc. Org. Number: 563773	2111 Sage Lake Road Prescott, Michigan, 48756 United States	Raymond Kennedy	sales@kennedysolutionsinc.com	810-444-4413
		Raymond Kennedy	sales@kennedysolutionsinc.com	810-444-4413
KENNY CONSTRUCTION COMPANY Org. Number: 563135	2215 SANDERS RD NORTHBROOK, Illinois, 60062 United States	Karl Bates	karl.bates@gcinc.com	847-919-8200
		RALPH BONANOTTE	ralph.bonanotte@gcinc.com	847-919-8200
Kevin McNamara, LLC Org. Number: 564209	45768 Prairiegrass Ct Belleville, Michigan, 48111 United States	Kevin McNamara	comishmcnamara@gmail.com	313-999-7495
		Kevin McNamara	comishmcnamara@gmail.com	313-999-7495
Keystone Group Contracting LLC Org. Number: 566690	P.O. Box 2331 Dearborn, Michigan, 48123 United States	Tia Miss	info@keystonegroupcontracting.com	313-917-8201
		Tia Miss	info@keystonegroupcontracting.com	313-917-8201
KJP Roofing Org. Number: 838932	46956 N. Gratiot Suite 174 Chesterfield, Michigan, 48064 United States	Jason D Prieskorn	jason@kjproofing.com	(586)256-1376

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Organization	Address	Contact	Email	Phone
KMI ROAD MAINTENANCE LLC Org. Number: 564946	4153 JIMBO DR BURTON, Michigan, 48529 United States	KELLY RUSSELL	KELLY@KMIROADMAINTENANCE.COM	810-358-5440
		Cliff Cameron	cliff@kminternational.com	8106881234
		KELLY RUSSELL	KELLY@KMIROADMAINTENANCE.COM	810-358-5440
Koala-T Construction, Inc. Org. Number: 557607	424 Ferry Avenue Pontiac, Michigan, 48341 United States	Brad Watson	kurt@kcmich.com	248-322-2751
		Brad Watson	brad@kcmich.com	248-322-2751
KPM Engineering Org. Number: 562901	1984 Walton Road Kingsley, Michigan, 49649 United States	Patrick Middleton	patrickm@kpmengineering.com	231-357-5098
		Patrick Middleton	unknown@no-reply.com	231-357-5098
L A Construction Org. Number: 816858	4067 Commerce Drive Flushing, Michigan, 48433 United States	Shari Bramlett	laconstructioncorporation@gmail.com	8106597565
L A Construction Corporation Org. Number: 980412	4067 Commerce Drive Flushing, Michigan, 48433 United States	Shari Bramlett	laconstructioncorporation@gmail.com	8106597565
L Anthony Construction Org. Number: 688111	11085 Lisa Lane Shelby Township, Michigan, 48316 United States	Larry Forgione	Lanthonconst@gmail.com	15869929588
L D'Agostini and Sons, Inc Org. Number: 561039	15801 23 Mile Road Macomb, Michigan, 48042 United States	Michael D'Agostini	miked@ldagostini.com	586-781-5800
		Anthony D'Agostini	adagostini@ldagostini.com	5867815800
		Craig Fenton	cfenton@ldagostini.com	586-781-5800 ext. 7815800
		Robert D'Agostini	unknown@no-reply.com	586-781-5800
L.J. Construction, Inc. Org. Number: 557542	5863 S. Kingston Rd. Clifford, Michigan, 48727 United States	Laurence Jocham	ljconstruction@yahoo.com	989-761-0131
		John Jocham	ljconstructionmi@gmail.com	989-761-0131
		Laurence Jocham	ljconstruction@yahoo.com	989-761-0131
L.J. Construction, Inc. Org. Number: 846419	5863 South Kingston Road Clifford, Michigan, 48727 United States	Brian Umphrey	ljconstructionmi@gmail.com	989-761-0131
La Construction Corporation Org. Number: 758763	4067 Commerce Drive Flushing, Michigan, 48433 United States	Dennis W Kendall	dennis.kendall.lame@gmail.com	810-659-7565
		Shari C Bramlett	laconstructioncorporation@gmail.com	8106597565
Lacaria Concrete Construction Inc. Org. Number: 557465	3720 Central Ave. Detroit, Michigan, 48210 United States	Sal Lacaria	sal@lacariaconcrete.com	313-843-3865
		Sal Lacaria	unknown@no-reply.com	313-843-3865
Lake County Sewer Co. Inc. Org. Number: 556474	32900 Lakeland Blvd. Willowick, Ohio, 44095 United States	Frank Klima Jr.	frankk@lakecountysewer.com	440-585-5757
		Frank Klima Jr.	frankk@lakecountysewer.com	440-585-5757

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Organization	Address	Contact	Email	Phone
Lake Michigan Excavating, LLC Org. Number: 559153	24075 Summer Lane Flat Rock, Michigan, 48134 United States	Rich Fanti	rfanti@lakemichiganexcavating.com	313-316-8753
		John Marcon	jmarcon@lakemichiganexcavating.com	734-755-9794
Landscape Architects & Planners, Inc. Org. Number: 556508	Oakland Center, 809 Center St. Suite 1 Lansing, Michigan, 48906 United States	Robert Ford	info@lapinc.net	517-485-5500
		Robert Ford	unknown@no-reply.com	517-485-5500
Lanzo Trenchless Technology North Org. Number: 558380	28135 Groesbeck Hwy. Roseville, Michigan, 48066 United States	James Tilli	estimating@lanzo.org	586-775-5819
		Fred Tingberg	Fredt@lanzo.org	954-973-9700
LaSalle Inc Org. Number: 557594	30375 Northwestern Hwy. Farmington Hills, Michigan, 48334 United States	Ken Perko	kperko@lasalleinc.com	734-394-0650
		Ken Perko	kperko@lasalleinc.com	734-394-0650
Lawrence M. Clarke, Inc. Org. Number: 558725	50850 Bemis Road Belleville, Michigan, 48111 United States	Lynn Harmala	lharmala@lmclarke.com	734-481-1565
		Lynn Harmala	lharmala@lmclarke.com	734-481-1565
Layne Inliner, LLC Org. Number: 557192	4143 Weaver Court Hilliard, Ohio, 43026 United States	Melissa Patch	melissa.patch@layne.com	614-529-6440
		Kathy Jarrell	melissa.patch@layne.com	614-529-6440
Lilo's Construction Org. Number: 555287	31078 day lily Brownstown, Michigan, 48183 United States	Nunzio Biundo	nbiundo@live.com	734-231-5939
		Nunzio Biundo	nbiundo@live.com	734-231-5939
Links Enterprises LLC Org. Number: 568616	1021 Old Milford Farms Milford, Michigan, 48391 United States	Harold Sakalian	hsakalian@comcast.net	248-563-4055 ext. 248
		Harold Sakalian	hsakalian@comcast.net	248-563-4055 ext. 248
Liquid Calcium Chloride Sales, Inc. Org. Number: 556756	2715 S. Huron Road Kawkawlin, Michigan, 48631 United States	Rodney Gerard	rodgerard@gerardgroup.info	989-684-5860
		rodney gerard	unknown@no-reply.com	989-684-5860
LiquiForce Services (USA) Inc. Org. Number: 557198	28529 Goddard Rd. Suite 106 Romulus, Michigan, 48174 United States	John Thompson	jthompson@liquiforce.com	734-955-2508
		Jason Everaert	jeveraert@liquiforce.com	519-965-0133
		John Thompson	unknown@no-reply.com	734-955-2508
luigi ferdinandi & son cement Org. Number: 564130	16481 common rd roseville, Michigan, 48066 United States	rosanna sniezek	info@luigicement.com	586-774-1000
		rosanna sniezek	unknown@no-reply.com	586-774-1000
M & K Jetting & Televising LLC Org. Number: 564677	2341 Enterprise Dr Jackson, Michigan, 49203 United States	Mark Konopacki	mark_konopacki@att.net	517-206-8289
		Mark Konopacki	mark_konopacki@att.net	517-783-1819
M and S Construction Inc. Org. Number: 567521	8620 Algoma Ave Rockford, Michigan, 49341 United States	Brandon Zahrt	brandon.msconstruction@gmail.com	616-866-3888
		Brandon Zahrt	brandon.msconstruction@gmail.com	616-866-3888
M-K Construction Company Inc.	18388 Dix Toledo rd	Mark Kobolak	mark@mkconstructioncorp.com	313-570-0433

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Organization	Address	Contact	Email	Phone
Org. Number: 561186	Brownstown, Michigan, 48173	Mark Kobolak	mark@mkconstructioncorp.com	313-570-0433
M.L. Chartier Excavating, Inc. Org. Number: 558449	9195 Marine City Highway Fair Haven, Michigan, 48023 United States	Scott Kicinski	skicinski@michartier.com	586-725-8373 ext. 27
		Scott Kicinski	unknown@no-reply.com	586-725-8373 ext. 27
		Todd Chartier	unknown@no-reply.com	586-725-8373
MacAllister Machinery Co., Inc. dba Michigan CAT & Org. Number: 556745	19500 Dix Toledo Brownstown, Michigan, 48183 United States	Linda Taylor	linda.taylor@michigancat.com	616-292-5356
		Linda Taylor	unknown@no-reply.com	616-292-5356
Mack Industries of Michigan, Inc. Org. Number: 560775	8265 White Lake Rd. White Lake, Michigan, 48386 United States	Howard Mack	hmack@mackconcrete.com	248-620-7400
		Dave Ploski	dploski@mackconcrete.com	248-620-7400
		Howard Mack	unknown@no-reply.com	248-620-7400
Macomb Pipeline & Utilities Company Org. Number: 556849	44444 Mound Road Suite 640 Sterling Heights, Michigan, 48314 United States	John Valenza	underground444@gmail.com	586-726-7552
		john valenza	underground444@gmail.com	586-726-7552
Main Street Excavating Org. Number: 565777	35915 Clinton ST Wayne, Michigan, 48184 United States	Stephen McIntos	unknown@no-reply.com	734-589-8636
		Stephen McIntos	unknown@no-reply.com	734-589-8636
Major Cement Co Org. Number: 557957	PO Box 23740 Detroit, Michigan, 48223 United States	Michael Scappaticci	michael@majorcementco.com	313-220-6560
		Michael Scappaticci	majorcement@comcast.net	313-220-6560
Malcolm Marine, Inc. Org. Number: 561040	P.O. Box 177 St. Clair, Michigan, 48079 United States	Diane Hasler	diane@malcolmmarine.com	810-329-9013
		David K. Malcolm	david@malcolmmarine.com	810-329-9013
		Donald K. Malcolm	don@malcolmmarine.com	810-329-9013
Malley Construction, Inc. Org. Number: 562021	1565 Park Place Mt. Pleasant, Michigan, 48858 United States	Jacob Malley	malleyjacob@hotmail.com	989-772-2765 ext. 0
		Dennis Smith	dsmith@malleycon.com	989-772-2765 ext. 0
Mandarino Construction LLC Org. Number: 834829	7746 23 Mile Rd Shelby Twp, Michigan, 48313 United States	Brad T White	mandarinoconstruction@gmail.com	586-484-3623
Mando Construction Inc. Org. Number: 558255	75 Lafayette Street Suite 100 Mount Clemens, Michigan, 48043 United States	Nick DelGreco	jeff@mandoinc.com	586-222-3990
		Nick DelGreco	heather@mandoinc.com	586-222-3990
Marc Dutton Irrigation, Inc. Org. Number: 557096	4720 Hatchery Rd. Waterford, Michigan, 48329 United States	Stephen Dutton	sdutton@marcduttonirr.com	248-674-4470
		Marc Dutton	marc@marcduttonirr.com	248-674-4470
MarineOne Ltd. Org. Number: 560773	49090 Jefferson Ave. Chesterfield, Michigan, 48047 United States	Larry Rekowski	marinecontractors@comcast.net	586-725-2467
		Larry Rekowski	unknown@no-reply.com	586-725-2467

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Organization	Address	Contact	Email	Phone
Mark 1 Restoration Services Org. Number: 558257	19035 w. davison detroit, Michigan, 48223 United States	Dave Tycocki	dave@mark1restoration.com	313-493-3785
		dave tycocki	dave@mark1restoration.com	313-493-3785
		Kelly Dallo	kelly@mark1restoration.com	313-493-3785
Mark Anthony Contracting Org. Number: 564507	4844 Old Plank Road Milford, Michigan, 48381 United States	James Degowske	jdegowske@markanthonycontracting.com	248-606-7727
		James Degowske	jdegowske@markanthonycontracting.com	586-698-8942
		James DeGowske	jim@macinc-mi.com	2486067727
Marshall Contracting Services, LLC Org. Number: 688835	7400 Charles Ct. Linden, Michigan, 48451 United States	Alvin D Marshall III	Alvin@MarshallContractingService.com	810-938-4745
marshall pools Org. Number: 561200	7125 birchwood dr genesee, Michigan, 48437 United States	alvin marshall jr	marshallpoolsexc@netzero.net	810-640-2320
		alvin Marshall jr	unknown@no-reply.com	810-640-2320
Martin J. Concrete Inc. Org. Number: 562375	241 W Randall Coopersville, Michigan, 49404 United States	Josh Juarez	josh@martinjconcrete.com	616-997-6388
		Josh Juarez	josh@martinjconcrete.com	616-997-6388
Master Craft Floors Org. Number: 556256	15001 Fogg St Plymouth, Michigan, 48170 United States	Jim Judd	jjudd@mcfloors.net	313-387-7000 ext. 116
		Dan Ulfing	dulfing@mcfloors.net	313-387-7000
		Jim Judd	jjudd@mcfloors.net	313-387-7000
Mattioli Cement Company Org. Number: 559413	6085 McGuire Fenton, Michigan, 48430 United States	John Mattioli	jtmattioli@charter.net	810-629-3851
		Alfred Mattioli	jtmattioli@charter.net	810-629-3851
		John Mattioli	jtmattioli@charter.net	810-629-3851
Mazza Construction Engineering, Inc. Org. Number: 565660	15876 Schaefer Hwy Canton, Michigan, 48188 United States	J. Galakpai Howard	mazaconstruction@yahoo.com	734-223-9269
		J. Galakpai Howard	mazaconstruction@yahoo.com	734-223-9269
MBA Distributing Inc. Org. Number: 818322	2305 E. High St. Jackson, Michigan, 49203 United States	Eric Bioty	ericb@mbadist.com	5177879016
McGuirk Sand-Gravel, Inc. Org. Number: 559149	P O Box 530 2420 E. Broomfield Road Mt. Pleasant, Michigan, 48804 United States	Alex Fuller	alex.fuller@mcguirksand.com	989-772-1309
		Alex Fuller	alex.fuller@mcguirksand.com	989-772-1309
Mckenzie Concrete Inc Org. Number: 820251	4080 Vincent Rd North street, Michigan, 48049 United States	Joe McKenzie	mckenzieconcrete.inc@gmail.com	8109899065
McNaughton - McKay Electric Co. Org. Number: 558443	1357 E. Lincoln Ave. Madison Hights, Michigan, 48071	Ray Smith	mackensr@mc-mc.com	248-399-7500 ext. 2383

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Organization	Address	Contact	Email	Phone
	United States	Raymond Smith	smithr@mc-mc.com	734-995-9515
		Skyler Loomis	loomiss@mc-mc.com	248-399-7500
Meridian Contracting Group Org. Number: 563381	6149 Trailside Dr. Washington, Michigan, 48094 United States	Pete DiVito	pete@meridiangroup1.com	586-292-6132
		Pete DiVito	pete@meridiangroup1.com	586-292-6132
Meridian Restoration Org. Number: 558463	304 W. Chisholm Street Alpena, Michigan, 49707 United States	Bill McConnell	paul@meridianrestore.com	517-625-5969
		Paul McConnell	paul@meridianrestore.com	517-625-5969
		William McConnell	Bill@meridianrestore.com	517-625-5969
Merlo Construction Co. Inc. Org. Number: 561166	4964 Techical drive Milford, Michigan, 48381 United States	Tony Stramaglia	ray@merlomi.com	248-486-3989
		Perry Merlo	Brian@merlomi.com	248-486-3989
Mersino Dewatering, Inc. Org. Number: 556226	10162 E. Coldwater Rd. Davison, Michigan, 48423 United States	Estimating Department	estimating.davison@mersino.com	810-658-3472
		Kathleen McCabe	unknown@no-reply.com	810-658-3472
Metals & Materials Engineers, LLC Org. Number: 568352	2171 W. Park Court, Suite I Stone Mountain, Georgia, 30087 United States	Barry Bennett	bbennett@mmelab.com	678-691-3747 ext. 678
		Jan Eidredge	jeldredge@mmelab.com	6786913747
		Sandra Pierre	spierre@mmelab.com	678-691-3747
Metro Environmental Services, Inc. Org. Number: 558654	PO Box 725 Walled Lake, Michigan, 48390 United States	John Schumacher	J.Schumacher@metrosewer.net	248-960-1111
		John Schumacher	unknown@no-reply.com	248-960-1111
Metro Trades LLC Org. Number: 563747	33716 Doreka Fraser, Michigan, 48026 United States	Ilir Dokaj	metrotradesllc@gmail.com	313-285-9852
		Minjana Gjokaj	unknown@no-reply.com	586-294-4101
Metro Wire & Cable Org. Number: 557058	6636 Metro Pkwy Sterling Heights, Michigan, 48312 United States	Devin Ezop	devinezop@metrowire.net	586-264-3050
		Devin Ezop	devinezop@metrowire.net	586-264-3050
michael andrews concrete llc Org. Number: 560029	9561 Carson Hwy. tecumseh, Michigan, 49286 United States	michael andrews	mikeandrewsconcrete@yahoo.com	517-431-2091
		michael andrews	unknown@no-reply.com	517-423-3483
Michels Corp Org. Number: 89625	1715 16th Street SE Salem, Oregon, 97302 United States	David Phelps	dphelps@michels.us	503-364-1199
		Pat Herzog	dphelps@michels.us	503-364-1199
Michigan Concrete Association Org. Number: 559732	2937 Atrium Drive Suite 200 Okemos, Michigan, 48864 United States	Kerry Sutton	ksutton@miconcrete.net	517-347-7720
		Kerry Sutton	ksutton@miconcrete.net	517-347-7720
Michigan Demolition and Excavation Org. Number: 559262	4788 Cornell Okemos, Michigan, 48864 United States	Brian VanOrder	michigandemolition@comcast.net	517-881-9293
		Brian VanOrder	michigandemolition@comcast.net	517-881-9293

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Organization	Address	Contact	Email	Phone
Michigan Joint Sealing, Inc. Org. Number: 556511	28830 W. 8 MILE ROAD SUITE 103 FARMINGTON HILLS, Michigan, 48336 United States	David Bacci	mjsinc@sbcglobal.net	248-476-4120
		Jerry Midgett	mjsinc@sbcglobal.net	248-476-4120
Michigan Paving & Materials Co. - Alma Terminal Org. Number: 561207	1950 Williams Street Alma, Michigan, 48801 United States	Russ Milan	russell.milan@mipmc.com	989-266-8061
		Alex Yancy	Alex.Yancy@mipmc.com	9894025932
		Jim Monroe	james.monroe@mipmc.com	989-402-5937
		Russ Milan	unknown@no-reply.com	989-266-8061
Michigan Pipe & Valve - Saginaw Org. Number: 562031	596 Kochville Road Saginaw, Michigan, 48604 United States	Chris Samson	chris.samson@michiganpipe.com	989-752-7911
		Justin Jaime	justin.jaime@michiganpipe.com	989-752-7911
		Mike Brown	mike.brown@michiganpipe.com	989-752-7911
Michigan Pipe and Valve Org. Number: 561935	113 W Michigan Ave Jackson, Michigan, 59204 United States	Kyle Richmond	krichmond@mpvj.com	517-812-0489
		J Richmond	jrichmond@mpvj.com	517-764-9151
Mid American Gunitite Org. Number: 563748	8475 Port Sunlight Newport, Michigan, 48166 United States	Frank Kuderik	fkuderik@midamericangroup.com	734-586-8868
		Frank Kuderik	fkuderik@midamericangroup.com	734-586-8868
Mid-State Earthworks, Inc. Org. Number: 566189	P.O. BOX 200 Freeland, Michigan, 48623 United States	Nick Gorney	nick@midstateearthworksmi.com	989-233-4831
		Nick Gorney	nick@midstateearthworksmi.com	989-233-4831
midwest excavation llc Org. Number: 568589	13017 S. Morrow Circle Dearborn, Michigan, 48126 United States	Adam Mahdawiyan	amahdawiyan@gmail.com	248-722-0722
		Adam Mahdawiyan	amahdawiyan@gmail.com	248-722-0722
MIDWEST PAVEMENT CONTRACTING, INC Org. Number: 557321	2530 E BUNO MILFORD, Michigan, 48381 United States	DAVID MCINTYRE	davidmcintyre@midwestpavement.com	248-684-9443
Midwest Trenchless Services Org. Number: 563547	3129 Benston Rd Whitehall, Michigan, 49461 United States	Joel Kruszynski	joel@notrench.net	616-291-3294
		Joel Jr	joel@notrench.net	616-291-3294
Mike & Son Asphalt Inc. Org. Number: 560363	6457 Howe Rd. Bath, Michigan, 48808 United States	Shelly Rowley	Shelly@mikeandsonasphalt.com	517-641-4520
		Michael Wood	no-reply@unknown.com	517-641-4520
		Shelly Rowley	shelly@mikeandsonasphalt.com	517-651-5520
Mike LaLone Inc. Org. Number: 748635	11000 Davisburg Rd. Davisburg, Michigan, 48350 United States	Mike H LaLone	mike@lalonewell.com	248-625-0550
Milbocker & Sons, Inc. Org. Number: 933703	1256 29th Street Allegan, Michigan, 49010 United States	Kyle Ellis	kellis@milbocker.com	269-823-7481

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Organization	Address	Contact	Email	Phone
Millennium Org. Number: 709641	10825 Bennett Dr Morrice, Michigan, 48857 United States	Troy Quantz	troyq@mtpllc.us	8103481603
Miller Concrete and Construction Org. Number: 564269	6870 W Kelly RD Lake City, Michigan, 49651 United States	Casey Miller	caseymiller33@yahoo.com	231-510-5093
		Casey Miller	caseymiller33@yahoo.com	231-510-5093
Mojo cement and construction co. Inc. Org. Number: 562150	15207 Jonas ave Allen park, Michigan, 48101 United States	Ruben Salinas	mojocementinc@gmail.com	313-585-1222
		Ruben Salinas	unknown@no-reply.com	313-585-1222
Moore Trosper Construction Co. Org. Number: 772677	4224 Keller Road Holt, Michigan, 48842 United States	Brian Moore	info@mooretrosper.com	5176946310
Mr. Asphalt Org. Number: 566553	2627 Montana Ave Saginaw, Michigan, 48601 United States	Tom Renner	mrasphalt@mrasphalt.net	989-233-2244
		Tom Renner	mrasphalt@mrasphalt.net	989-233-2244
MRM Construction Org. Number: 567883	2244 Euler Rd St. 102 Howell, Michigan, 48114 United States	John Moretti	mrconstruction2244@yahoo.com	810-220-0811
		John Moretti	mrconstruction2244@yahoo.com	810-220-0811
Mullins Asphalt LLC Org. Number: 562457	425 E. High St. Jackson, Michigan, 49269 United States	John Mullins	jemull58@yahoo.com	517-206-7962
		John Mullins	jemull58@yahoo.com	517-206-7962
MYERS EXCAVATING, INC. Org. Number: 559309	8116 HAMMEL ROAD BRIGHTON, Michigan, 48116 United States	KONRD JAGER	KONRD@MYERSEXC.COM	810-231-2044
		KONRD MIKE	KONRD@MYERSEXC.COM	810-231-2044
N. GRANESE & SONS, INC Org. Number: 565747	59 JEFFERSON AVE SALEM, Massachusetts, 01970 United States	STEVEN GRANESE	SGGRANESE@NGRANESE.COM	781-576-9060
		STEVEN GRANESE	SGGRANESE@NGRANESE.COM	781-576-9060
Nagle Paving Company Org. Number: 556487	39525 West 13 Mile Road Suite 300 Novi, Michigan, 48377 United States	Rob Nagle	magle@naglepaving.com	248-553-0600 ext. 220
		Rob Nagle	magle@naglepaving.com	248-553-0600
National Highway Maintenance System Ltd. Org. Number: 557628	P.O. Box 5315 Akron, Ohio, 44334 United States	J Cronin	nhmsltd@gmail.com	330-922-3649
		J Cronin	nhmsltd@gmail.com	330-922-3649
National Industrial Maintenance, Inc. Org. Number: 556763	4400 Stecker Dearborn, Michigan, 48126 United States	Greg Tackett	greg@nimmi.com	313-945-6464
		greg tackett	greg@nimmi.com	313-945-6464
		peter jagreca	greg@nimmi.com	313-945-6464
National Restoration, Inc. Org. Number: 559358	2165 Fyke Dr. Milford, Michigan, 48381 United States	Jacob Fletcher	jacobf@nationalrestoration.net	248-891-5968
		Jacob Fletcher	jacobf@nationalrestoration.net	248-891-5968
		John Fletcher	johnf@nationalrestoration.net	248-318-0609

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Organization	Address	Contact	Email	Phone
Nationwide Construction Group Org. Number: 556270	53861 Gratiot Ave. Chesterfield, Michigan, 48051 United States	scott keller	skeller@nationwidecos.com	586-749-6900 ext. 232
		scott keller	skeller@nationwidecos.com	586-749-6900
Natural Community Services Org. Number: 562282	30775 Longcrest Southfield, Michigan, 48076 United States	John DeLisle	info@naturalcommunityservices.com	248-672-7611
		John DeLisle	j_delisle@hotmail.com	248-672-7611
NETSOLUTIONS LLC Org. Number: 558587	17151 ROWE STREET Detroit, Michigan, 48205 United States	JULIAN BURROWS	JULIANBURROWS@YAHOO.COM	313-854-4027
		JULIAN BURROWS	JULIANBURROWS@YAHOO.COM	313-854-4027
Nevalo Contracting Org. Number: 998076	3649 14th Street Wyandotte, Michigan, 48192 United States	Joseph Nevalo	JNevalo6@gmail.com	7345129521
North American Excavating & Trucking Co. Inc. Org. Number: 795906	29765 Groesbeck Hwy. Roseville, Michigan, 48066 United States	Leslie E Perfilli	macklady@aol.com	(586) 775-6388
North Star Water Management Services Org. Number: 564537	32722 W. Eight Mile Rd Suite 101 Farmington, Michigan, 48336 United States	Doug Earles	dougearles@yahoo.com	248-563-2737
		Doug Earles	dougearles@yahoo.com	248-563-2737
Northshore Landscaping, Inc Org. Number: 560098	21330 34 Mile Rd Armada, Michigan, 48005 United States	James Murray	jmnorthshorescapes@att.net	586-749-7007
		James Murray	unknown@no-reply.com	586-749-7007
Northwest Consultants, Inc. Org. Number: 556801	44978 Ford Road, Suite A Canton, Michigan, 48187 United States	Jie Luo	jluo@nci-eng.com	734-454-7566
		Andrew Kilpatrick	akilpatrick@nci-eng.com	734-454-7566
		Eric Hansen	ehansen@nci-eng.com	734-454-7566
		Gary Schmitt	gschmitt@nci-eng.com	734-454-7566
		Igor Schrott	ischrott@nci-eng.com	734-454-7566
		Lisa Morrow	lmorrow@nci-eng.com	734-454-7566
Nowak & Fraus Engineers Org. Number: 557741	46777 Woodward Avenue Pontiac, Michigan, 48342 United States	Michael Peterson	nfe@nfe-engr.com	248-332-7931
		Michael Peterson	nfe@nfe-engr.com	248-332-7931
NTH Consultants, Ltd. Org. Number: 556642	41780 Six Mile Road Northville, Michigan, 48168-3459 United States	Lisa Dilg	ldilg@nthconsultants.com	248-662-2030
		Bill Reader	unknown@no-reply.com	248-662-2030
		Lisa Dilg	ldilg@nthconsultants.com	248-662-2031
One Stop Property Maintenance llc Org. Number: 558666	1220 Longfellow Detroit, Michigan, 48204 United States	Ken Lemon	ospmain@hotmail.com	313-957-0070
		Ken Lemon	ospmain@hotmail.com	313-957-0070

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Organization	Address	Contact	Email	Phone
ONE SUPPLY GROUP Org. Number: 559030	2551 AUBURN ROAD AUBURN HILLS, Michigan, 48326 United States	Ann Spencer	ann@onesupplygroup.com	248-766-2915
		ann spencer	ann@onesupplygroup.com	248-766-2915
Onyx Enterprise, Inc. Org. Number: 561669	7650 Second Ave, Suite 106 Detroit, Michigan, 48202 United States	Tarolyn Buckles	tbuckles08@sbcglobal.net	313-409-9870
		Tarolyn Buckles	tbuckles08@sbcglobal.net	313-409-9870
Our Home Renovations Org. Number: 567284	5908 Ryerson Road Twin Lake, Michigan, 49457 United States	Mandy Beattie	ourhomerenovations@gmail.com	231-220-8081
		Mandy Beattie	ourhomerenovations@gmail.com	231-220-8081
		Troy Beattie	ourhomerenovations@gmail.com	231-571-8173
outdoor accents inc Org. Number: 566919	2245 keith rd west bloomfield, Michigan, 48324 United States	mark garmo	mg@outdooraccentsinc.com	248-366-3052
		mark garmo	unknown@no-reply.com	248-366-3052
P.K.Contracting inc Org. Number: 556194	1965 Barrett Troy, Michigan, 48084 United States	David Moriarty	dave@pkcontracting.com	248-362-2130
		David Moriarty	dave@pkcontracting.com	248-362-2130
Pacitto & Forest Const Co Org. Number: 558947	52500 Pontiac Trail Wixom, Michigan, 48393 United States	Steve Pacitto	steve@pacittoforest.com	248-685-7050
		steve pacitto	unknown@no-reply.com	248-685-7050
Pamar Enterprises, Inc. Org. Number: 556391	58021 Gratiot Avenue New Haven, Michigan, 48048 United States	Susan Mazza	sue@pamarenterprises.com	586-749-8593
		Rinaldo G. Acciavatti	ron@pamarenterprises.com	586-749-8593
Paradigm 2000 Inc. Org. Number: 556583	407 E Fort St, Suit 501 Detroit, Michigan, 48226 United States	Lester Lewis	LLewis@p2000i.com	313-259-2020
		Lester Lewis	LLewis@p2000i.com	313-259-2020
		Marcus Lewis	MLewis@p2000i.com	313-259-2020
Pats gradall service Org. Number: 565854	PO box 1603 Midland, Michigan, 48640 United States	Gordon Wentworth	Patsgrgordon@gmail.com	989-835-1022
		Gordon Wentworth	Patsgrgordon@gmail.com	989-835-1022
Pavement Maintenance Systems, LLC Org. Number: 562027	384 Industrial Parkway Imlay City, Michigan, 48444 United States	Stewart Schwikert	stewart.schwikert@asphalt-materials.com	810-724-4767
		Stewart Schwikert	stewart.schwikert@asphalt-materials.com	810-724-4767
Pavement Recycling Inc. Org. Number: 558953	210 South Blacks Corners Road Imlay City, Michigan, 48444 United States	Gary VanHevel	office@pavementrecyclinginc.com	810-724-8200
		Gary VanHevel	office@pavementrecyclinginc.com	841-724-8200
PAVEX Corporation Org. Number: 561747	2654 Van Horn Rd Trenton, Michigan, 48183 United States	Brian Morrison	pavexco@gmail.com	734-676-6220
		Brian Morrison	brian@pavexco.com	734-676-6220
		Desiree Mate	pavexco@gmail.com	734-676-6220
Peake Asphalt, Inc.	48181 Ryan Road	Kendrick Peake	kp@peakeasphalt.com	586-254-4567

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Organization	Address	Contact	Email	Phone
Org. Number: 556172	Utica, Michigan, 48317	Kendrick Peake	kp@peakeasphalt.com	586-254-4567
Performance Roads, LLC Org. Number: 564837	169 North Gratiot Avenue Mount Clemens, Michigan, 48043 United States	Robert Whitford	robertdwhitford@aol.com	586-782-2296
		Robert Whitford	unknown@no-reply.com	586-468-3400
Perimeter LLC Org. Number: 631582	8385 Jackson Rd Ann Arbor,, Michigan, 48103 United States	Marlo Rojeck	perimeterllc@aol.com	7344249280
Pipeline Management Company, Inc. Org. Number: 604782	2673 E. Maple Road Milford, Michigan, 48331 United States	David Lusky	dlusky@pipeline.us.com	248-685-1500
		Jake Di Ponio	unknown@no-reply.com	248-685-1500
Pipetek Infrastructure Services Org. Number: 566523	861 William Plymouth, Michigan, 48170 United States	Kyle Dehne	kyledehne@pipetekservices.com	248-880-6965 ext. 248
		Kyle Dehne	kyledehne@gmail.com	248-880-6965 ext. 248
Plummers Environmental Org. Number: 824120	10075 Sedroc Byron Center, Michigan, 49315 United States	Jeff Root	jroot@plummersenv.com	6168130873
Pranam GlobalTech, Inc. Org. Number: 559250	28980 Joy Road Livonia, Michigan, 48150 United States	Vipul Patel	estimating@pranamglobaltech.com	734-855-4960 ext. 101
		Vipul Patel	vipul.patel@pranamglobaltech.com	734-855-4960
Precision Concrete, Inc. Org. Number: 560671	1896 Goldeneye Drive Holland, Michigan, 49424 United States	Mark Bonkowski	MBonkowski@PCCMich.com	616-403-1140
		Bonnie Bonkowski	PCCBonnie@outlook.com	616-403-6665
		Mark Bonkowski	unknown@no-reply.com	616-403-1140
Prein&Newhof Org. Number: 559557	3355 Evergreen Drive NE Grand Rapids, Michigan, 49525 United States	Kimberly Jongsma	kjongsma@preinnewhof.com	616-364-8491 ext. 1160
		Jason Washler	jwashler@preinnewhof.com	616-364-8491 ext. 1139
		Jim Hegarty	jhegarty@preinnewhof.com	616-364-8491 ext. 1112
Premier Group Associates Inc Org. Number: 560689	535 Griswold #1420 Detroit, Michigan, 48226 United States	Andrew Housey	subs@pgalc.com	313-963-1700
		Brad Byarski	brad@pgalc.com	313-963-1700
Pritula & Sons Org. Number: 565586	28333 Beverly Romulus, Michigan, 48174 United States	William Pritula	pritula.sons@yahoo.com	313-300-0734
		William Pritula	pritula.sons@yahoo.com	313-300-0734
Pro Excavation Inc Org. Number: 560210	4036 Biddle Ave Wyandotte, Michigan, 48192 United States	Jason Azagallan	proexcavation@yahoo.com	313-304-2449
		Jason Azagallan	proexcavation@yahoo.com	313-304-2449
Pro-Line Asphalt Paving Corp.	11797 29 Mile Road	Matthew Jones	matthew@prolineasphalt.com	586-752-7730 ext. 206

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Organization	Address	Contact	Email	Phone
Org. Number: 557273	Washington, Michigan, 48095	Matthew Jones	matthew@prolineasphalt.com	586-752-7730
Professional Concrete Services, LLC Org. Number: 564201	4460 W. Frances Rd. Clio, Michigan, 48420 United States	Nick Hatt	nick@professionalconcreteilc.com	810-691-7989
		Nick Hatt	nick@professionalconcreteilc.com	810-691-7989
Progressive Irrigation, Inc. Org. Number: 558579	4280 Matthew Lane White Lake, Michigan, 48383 United States	Jim Simpkins	progressiveirrigation@yahoo.com	248-889-9067
		Jim Simpkins	progressiveirrigation@yahoo.com	248-889-9067
ProTech Coatings Inc. Org. Number: 564324	1949 W. 2300 S. SLC, Utah, 84119 United States	Estimating Department	estimating@protechcoatings.net	801-563-9898
		Estimating Department	estimating@protechcoatings.net	801-563-9898
Pullman SST, Inc. Org. Number: 558331	280 West Jefferson Avenue Trenton, Michigan, 48183 United States	Robert Johnson	rjohnson@pullman-services.com	734-282-7760
		Pete Wallace	pwallace@structural.net	734-282-7760
		Rob Norris	norris@pullman-services.com	734-282-7760
Pyramid Paving and Contracting Co. Org. Number: 562398	600 N. Jefferson St. Bay City, Michigan, 48708 United States	Bruce Weiss	bruce@pyramidpaving.com	989-895-5861 ext. 13
		Bruce Weiss	unknown@no-reply.com	989-895-5861 ext. 13
Quicksilver Landscape Org. Number: 897495	34895 jefferson Ave. harrison twp, Michigan, 48045 United States	dustin bobek	dustinbobek@comcast.com	5862462519
R & R Asphalt, inc. Org. Number: 559192	2800 Childs Lake Road Milford, Michigan, 48381 United States	Roger Redman	roger@rrasphalt.com	248-529-6005
		Dylan Taulbee	dylan@rrasphalt.com	248-529-6005
R J & J Enterprise Inc. Org. Number: 561898	10229 N. Dixie Hwy. South Rockwood, Michigan, 48179 United States	Randy Taylor	rjenterprisesinc@outlook.com	313-218-5201
		Randy Taylor	rjenterprisesinc@outlook.com	313-218-5201
R. Roese Contracting Co., Inc. Org. Number: 558542	2674 South Huron Rd Kawkawlin, Michigan, 48631 United States	Edward Hare	hare@rroese.com	989-684-5121
		Richard Roese	roesed@rroese.com	989-684-5121 ext. 0
R.S Contracting Inc. Org. Number: 634132	9276 Marine City Hwy. Casco, Michigan, 48064 United States	Al C Leone	aleone@rscontracting.com	586-716-1503
RAM Construction Services Org. Number: 851246	13800 Eckles rd Ivonia, Michigan, 48150 United States	garett novak	gnovak@ramservices.com	7344643800
Rauhom Electric, Inc. Org. Number: 556707	17171 - 23 Mile Road Macomb, Michigan, 48042 United States	Scott Finkbeiner	sfinkbeiner@rauhomelec.com	5869920400
		Casey Murray	cmurray@rauhomelec.com	5869920400
		Mr. Delbert J. Rau Jr.	drau@rauhomelec.com	586-992-0400
		Mr. Todd J. Underhill	tunderhill@rauhomelec.com	586-992-0400

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Organization	Address	Contact	Email	Phone
		Todd Underhill	tunderhill@rauhomelec.com	586-992-0400
Raymond Excavating Company Org. Number: 559114	800 Gratiot Marysville, Michigan, 48040 United States	Ralph Livingston	ralph@raymondexcavating.com	810-364-6881
Redford Cement Co. Org. Number: 560401	27070 Plymouth Rd Redford, Michigan, 48239 United States	Mike Mancini	info@redfordcement.com	313-937-1750
		Claudio Mancini	info@redfordcement.com	313-937-1750
		Mike Mancini	info@redfordcement.com	313-937-1750
Redi-Wall, LLC Org. Number: 560888	550 N Old US 23 Brighton, Michigan, 48114 United States	Eric Taylor	eric@livingstonconcrete.net	810-632-3030 ext. 3
		Eric Taylor	eric@livingstonconcrete.net	810-632-3030
Regal Construction Inc. Org. Number: 568642	33079 Garfield # 110 Fraser, Michigan, 48026 United States	Kenneth Tomaszewski	regalconstruction61@gmail.com	586-292-2828
		Kenneth Tomaszewski	unknown@no-reply.com	586-292-2828
Ric-Man Construction, Inc. Org. Number: 558623	42600 R. Mancini Drive Sterling Heights, Michigan, 48314 United States	Gino D'Agostini	gdagostini@ric-man.com	586-739-5210
		Edward Mancini	bids@ric-man.com	586-739-5210
		Steven Mancini	bids@ric-man.com	586-739-5210
Rickman Enterprise Group, LLC Org. Number: 560069	15533 Woodrow Wilson DETROIT, Michigan, 48238 United States	Roderick Rickman	rr@rickmanenterprise.com	313-454-4000
		Roderick Rickman	adavis@rickmanenterprise.com	313-454-4000
Rieth-Riley Construction Co. Inc. Charlevoix Org. Number: 563333	06795 US 31 N Charlevoix, Michigan, 49720 United States	Lisa Volkening	lvolkening@rieth-riley.com	231-439-5757
		Jim Pemberton	unknown@no-reply.com	5555555555
		Todd Colberg	unknown@no-reply.com	231-439-5757
RIGHTWAY ENVIRONMENTAL Org. Number: 563014	2427 Edison Detroit, Michigan, 48206 United States	E'bony Pugh	rightwayenvironmental@gmail.com	313-363-6640
		E'bony Pugh	unknown@no-reply.com	313-363-6640
Rigid Pavement Construction Org. Number: 564813	179 golfview Brooklyn, Michigan, 49230 United States	William Barratt	rigidpc@yahoo.com	517-938-5156
		john brown	rigidpc@yahoo.com	517-938-5156
		William Barratt	bill@rigidconst.com	517-574-1362
Rising Sun Inc Org. Number: 694640	2500 Mann Road #406 Clarkston, Michigan, 48346 United States	Richard Scott	unknown@no-reply.com	5863825515
RJT Construction Co. Org. Number: 559919	3314 Vrooman Road Jackson, Michigan, 49201 United States	Tood Faling	tfaling@comcast.net	517-782-6618
Road Commission of Kalamazoo County	3801 E. Kilgore	Ann Simmons	asimmons@kalamazooountyroads.com	269-381-3171

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Organization	Address	Contact	Email	Phone
Org. Number: 566711	Kalamazoo, Michigan, 49001	Ann Simmons	asimmons@kalamazoo-countyroads.com	269-381-3171
Robbin Harsh Excavating, Inc. Org. Number: 561893	9395 South Clare Avenue Clare, Michigan, 48617 United States	Aaron Harsh	aaron@harsheexcavating.com	989-386-2752
		Aaron Harsh	harsheexcavating@att.net	989-386-2752
Rodney Woods Builder Org. Number: 565308	2300 S. Thomas Rd. Saginaw, Michigan, 48609 United States	Rodney Woods	rwoodsbuilder@yahoo.com	989-213-6766
		Rodney Woods	rwoodsbuilder@yahoo.com	989-213-6766
Rohde Bros. Excavating, Inc. Org. Number: 557516	P.O. Box 14979 1240 N. Outer Drive Saginaw, Michigan, 48601 United States	Richard Rohde	RohdeBrosListings@gmail.com	989-753-0294
		Richard Rohde	RohdeBrosListings@gmail.com	989-753-0294
Rolar Property Services Inc. Org. Number: 556553	33333 Dequindre Rd. Suite B Troy, Michigan, 48063 United States	Robert Ciepielowski	rec@rolarinc.com	248-589-1800 ext. 204
		David Lawrason	dlawrason@rolarinc.com	248-589-1800 ext. 211
		robert e ciepielowski	rec@rolarinc.com	248-589-1800
Ron Bretz Excavating Inc. Org. Number: 560830	36 Tumill rd Lapeer, Michigan, 48446 United States	Ron Bretz	ron@ronbretzexcavating.com	810-664-3111 ext. 204
		Ron Bretz	ron@ronbretzexcavating.com	810-664-3111
Roofers Local #149 Org. Number: 798978	1640 Porter Detroit, Michigan, 48216 United States	Mark Peterson	roofersunionlocal149@ameritech.net	313-961-6093
Rothenberger Co Inc Org. Number: 558794	P.O. Box 457 Concord, Michigan, 49237 United States	James Rothenberger	rci@rothenbergerco.com	517-524-8944 ext. 1
		Kerry Redman	rci@rothenbergerco.com	517-524-8944
Rotondo Construction Corp. Org. Number: 557284	20771 Randall Farmington Hills, Michigan, 48336 United States	Joe Rotondo	alice@rotondoco.com	248-474-0707
		Alice Rotondo	rotondocompanies@aol.com	248-474-0707
		Joseph Rotondo	rotondocompanies@aol.com	248-474-0707
RS&H Michigan, Inc. Org. Number: 556876	827 Willow Run Airport Ypsilanti, Michigan, 48198 United States	Patrick Frame	pat.frame@rsandh.com	734-484-0962 ext. 6742
RVP Construction Org. Number: 560288	P.O. Box 143 S. Rockwood, Michigan, 48179 United States	Mike Dickinson	rvpexcavating@yahoo.com	734-341-8150
		Mike Dickinson	rvpexcavating@yahoo.com	734-341-8150
Ryan Incorporated Central Org. Number: 560733	P.O. Box 206 Janesville, Wisconsin, 53547 United States	Ladd Worple	ladd.worple@ryancentral.com	847-741-1300
		Adam Ryan	adam.ryan@ryancentral.com	608-754-2291
		Amy Webster	amy.webster@ryancentral.com	608-754-2291
Safeway Transport, Inc. Org. Number: 558716	PO Box 1268 Lincoln Park, Michigan, 48146 United States	Ken Tarter	ken@safewayenvironmental.com	734-992-8564
		Frank Uhse	frank@safewayenvironmental.com	734-992-8564

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Organization	Address	Contact	Email	Phone
		Lida Chapple	lida@safewayenvironmental.com	734-992-8564
Saladino Construction Co., Inc. Org. Number: 558250	3303 North Territorial Rd W. Ann Arbor, Michigan, 48105 United States	Robert Saladino	saladinoconstruction@gmail.com	734-665-5913
		Robert Saladino	unknown@no-reply.com	734-665-5913
Salenbien Trucking & Excavating, Inc. Org. Number: 559695	9217 Ann Arbor Rd Dundee, Michigan, 48131 United States	Leon Salenbien, Jr.	salenbienexcavating@yahoo.com	734-529-3823
		Andrew J. Salenbien	unknown@no-reply.com	734-529-3823
		Leon Salenbien, Jr.	unknown@no-reply.com	734-529-3823
Salvatore Excavating Co., Inc. Org. Number: 556827	29850 Little Mack Roseville, Michigan, 48066 United States	Henry Salvatore	Salvatore@Ameritech.net	586-293-4590
		Henry Salvatore	unknown@no-reply.com	586-293-4590
		Mark Salvatore	unknown@no-reply.com	586-296-4590
Samcol Contracting LLC Org. Number: 568437	8730 Division Rd Columbus, Michigan, 48063 United States	Craig Fenton	craig.k.fenton@gmail.com	586-405-6819
		Craig Fenton	craig.k.fenton@gmail.com	586-405-6819
Sandborn Construction Org. Number: 990105	6880 Industrial Dr Portland, Michigan, 48875 United States	Brent Sandborn	sandbornconstruction@gmail.com	517-647-4018
SANDborn Construction, Inc Org. Number: 566872	6880 Industrial Dr Portland, Michigan, 48875 United States	Brent Sandborn	sandbornconstruction@gmail.com	517-647-4018
		Brent Sandborn	sandbornconstruction@gmail.com	517-647-4018
Santos Cement Org. Number: 561821	860 Southfield Lincoln Park, Michigan, 48146 United States	Rafael Santos	SantosCement@aol.com	313-551-3113
		Rafael Santos	santoscement2004@gmail.com	313-551-3113
Savone Cement, Inc Org. Number: 565793	15570 Promenade Ave Allen Park, Michigan, 48101 United States	Mario Savone	savonecement@gmail.com	313-928-9141
		Mario Savone	savonecement@gmail.com	313-928-9141
		Pete Giammanco	pierog1972@gmail.com	734-778-2873
Schaedler Enterprises, Inc. Org. Number: 557768	1831 E. Manhattan Blvd. Toledo, Ohio, 43608 United States	Jeff Leitner	jleitner@seicrane.com	419-727-9930
		Jeff Leitner	jleitner@seicrane.com	419-727-9930
		Tom Greenman	tgreenman@seicrane.com	419-727-9930
Scodeller Construction Org. Number: 568483	51722 Grand River Wixom, Michigan, 48393 United States	Thomas Stormant	tomstormant149@sbcglobal.net	248-787-1135
		Thomas Stormant	tomstormant149@sbcglobal.net	248-787-1135
Scodeller Construction, Inc. Org. Number: 556683	51722 Grand River Wixom, Michigan, 48393 United States	Adam Hartley	adam@scodellerconstruction.com	248-374-1102 ext. 111
		Eamonn Dwyer	eamonnnd@scodellerconstruction.com	248-374-1102

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Organization	Address	Contact	Email	Phone
		Gaspare Gaglio	gaspare@scodellerconstruction.com	248-374-1102 ext. 1102
Seaside Seawalls Org. Number: 941051	9864 E Grand River Ave Ste 110-225 Brighton, Michigan, 48116 United States	Brandy Alexander	brandy@seasideseawalls.com	8105345042
Seaside Seawalls, LLC Org. Number: 946428	9864 E. Grand River, Suite 110-225 Brighton, Michigan, 48114 United States			
Serenus Johnson Construction Org. Number: 560996	5178 Kasemeyer Road Bay City, Michigan, 48706 United States	Dan Seguin Bill Woolwine	dseguin@serenusjohnson.com bwoolwine@serenusjohnson.com	989-686-1900 ext. 26 989-686-1900
Shelby Underground Org. Number: 560191	12304 24 Mile Road Shelby Township, Michigan, 48315 United States	Justin Aalbersberg	shelbyun@yahoo.com	586-254-4784
SHERMAN NURSERY FARMS Org. Number: 556834	2200 MAYER ROAD COLUMBUS, Michigan, 48063 United States	SCOTT SHERMAN SCOTT SHERMAN	scotts@shermannnurseryfarms.com scotts@shermannnurseryfarms.com	810-329-9466 810-329-9466
Sidewalks Plus USA Org. Number: 565887	848 N Rainbow Blvd, Suite 1027 Las Vegas, Nevada, 89107 United States	Anthony Garib Anthony Garib	AnthonyG@sidewalksPlus.com AnthonyG@sidewalksPlus.com	467-549-7587 647-549-7587 ext. 1
Signature Services Org. Number: 561198	17500 Dix Rd Melvindale, Michigan, 48122 United States	Michael VanMarter Dana VanMarter Darrell Karl Michael VanMarter Jr	michaelvanmarterjr@gmail.com thevanmarters@yahoo.com darrellsworkemail@yahoo.com michaelvanmarterjr@gmail.com	313-999-6690 313-732-1789 3135518910 313-999-6690
Simply Construction and Excavating Org. Number: 562369	20905 Mapleridge Southfield, Michigan, 48075 United States	Lamar Grace Chris Grace Lamar Grace	simply.construction@yahoo.com unknown@no-reply.com unknown@no-reply.com	586-879-1234 313-410-8404 586-879-1234
Sinacola Construction Co. Org. Number: 561191	30380 South Hill Ct. New Hudson, Michigan, 48165 United States	Dennis Sinacola Dennis Sinacola	djsinacola@hotmail.com djsinacola@hotmail.com	248-437-9777 248-437-9777
Sinacola International, Ltd. Org. Number: 774359	511 Olde Towne - P.O. Box 80734 Rochester, Michigan, 48308 United States	David A Sinacola	dsinacola8@gmail.com	2483183855
Site Development Inc. Org. Number: 559842	30850 Stephenson Hwy. Madison Heights, Michigan, 48071 United States	Mark Crull Clay Schultz Leonard Theisen	mcrull@sdevelop.com cschultz@sdevelop.com ltheisen@sdevelop.com	248-583-1200 248-583-1200 248-583-1200
SJR Pavement Repair, Inc.	22120 Ryan Rd.	Robert Chapman	rac@wowway.com	586-755-4206

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Organization	Address	Contact	Email	Phone
Org. Number: 557053	Warren, Michigan, 48091	Robert Chapman	rac@wowway.com	586-755-4206
Smith Lawnsapes, LLC Org. Number: 562504	504 E. Steel St. St. Johns, Michigan, 48879 United States	Bonnie Hettler	mail@smithlawnsapes.com	989-224-9211
		Karla Gurski	mail@smithlawnsapes.com	989-224-9211
		Mark Smith	mark@smithlawnsapes.com	989-224-9211
Smith's Waterproofing Org. Number: 559483	P.O. Box 428 Almont, Michigan, 48003 United States	Brandon Smith	Brandonswdllc@gmail.com	810-798-2371
		Brandon Smith	Brandonswdllc@gmail.com	810-798-2371
Soil and Materials Engineers Inc Org. Number: 556985	43980 Plymouth Oaks Blvd Plymouth, Michigan, 48170 United States	Brad Ewart	Katie.Darling@sme-usa.com	517-887-9181
		Chuck Gemayel	Gemayel@sme-usa.com	734-454-9900
SOLE' CONSTRUCTION, INC. Org. Number: 560315	5940 COMMERCE WESTLAND, Michigan, 48185 United States	ABOUD ATIYEH	SOLECONS@YAHOO.COM	734-326-5455
		ABOUD ATIYEH	SOLECONS@YAHOO.COM	734-326-5455
		Joe Rossi	solebuildingcompany@comcast.net	734-347-5052
SOMMERSET PAVING COMPANIES, LLC Org. Number: 783175	6410 Whitmore Lake Road Whitmore Lake, Michigan, 48189 United States	Louise Pernicano	admin@getpaving.com	734-646-9189
Source One Environmental, LLC Org. Number: 561050	422 W. Rising Street Davison, Michigan, 48423 United States	Steve Kerby	skerby@s1eonline.com	810-412-4740 ext. 34
		Steve Kerby	skerby@S1Eonline.com	810-412-4740 ext. 34
Spalding DeDecker Associates, Inc. Org. Number: 558532	905 South Blvd. E. Rochester Hills, Michigan, 48307 United States	Catherine DeDecker	bstanek@sda-eng.com	248-844-5400
		Catherine DeDecker, PS	cdedecker@sda-eng.com	248-844-5400
Spartan Barricading & Traffic Control Inc. Org. Number: 558605	1560 Cedar Street Holt, Michigan, 48842 United States	Kevin McNeilly	spartanbarr@aol.com	517-244-1500
		Kenneth McNeilly	spartanbarr@aol.com	517-694-1500
		Kevin McNeilly	spartanbarr@aol.com	517-694-1500
Spartan Paving, Inc. Org. Number: 559450	PO Box 1645 Clarkston, Michigan, 48347 United States	Gerrad A Godley	gerrad.godley@spartanpaving.com	248-625-1575 ext. 113
		Kevin Westlake	kwestlake@spartansealcoating.com	248-625-1575
		Seth Schleben	Seth.Schleben@spartanpaving.com	248-625-1575
Specialized Land Services Org. Number: 881451	PO Box 1533 Bay City, Michigan, 48706 United States	Eric Heinz	eric@slslc.info	989-245-5435
Specialties Company, LLC Org. Number: 559347	9350 E 30th Street Indianapolis, Indiana, 46229 United States	Mike Janssen	mike.janssen@specialtiescompany.com	317-594-0291
Spence Brothers	417 McCoskry Street	Wayne Hofmann	bids@spencebrothers.com	989-752-0400

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Organization	Address	Contact	Email	Phone
Org. Number: 558406	Saginaw, Michigan, 48601 United States	Brian Keeler	brian@spencebrothers.com	989-752-0400
		Bruce Smith	brucesmith@spencebrothers.com	734-213-6030
Spiniello Companies Org. Number: 90767	354 Eisenhower Parkway Livingston, New Jersey, 07039 United States	Marlena Lawrence	mlawrence@spinielloco.com	973-808-8383 ext. 137
		E.J. Solimine	ejsolimine@spinielloco.com	973-808-8383
		William Camp	wcamp@spinielloco.com	4102350094
Spiniello Companies Org. Number: 568082	354 Eisenhower Parkway Livingston, New Jersey, 07039 United States	Marlena Lawrence	mlawrence@spinielloco.com	973-808-8383
		Marlena Lawrence	mlawrence@spinielloco.com	973-808-8383
Spray-Patch Road Repair, Inc. Org. Number: 560377	1333 E. Eleven Mile Road Madison Heights, Michigan, 48071 United States	Mark Meek	spraypatchmi@gmail.com	248-877-2480
		Jeanne Meek	spraypatchmi@gmail.com	248-877-2480
		Mark Meek	spraypatchmi@gmail.com	248-877-2480
Springline Excavating LLC Org. Number: 559594	32945 Folsom Road Farmington Hills, Michigan, 48336 United States	Steve Rooker	asmith@springlinex.com	313-933-8456 ext. 103
		Chad Myers	cmyers@cgmyers.net	313-933-8456
		Steve Rooker	asmith@springlinex.com	313-491-6688
Stante Excavating Company, Inc. Org. Number: 558902	46912 Liberty Drive Wixom, Michigan, 48393 United States	Frank Kramarz	fkramarz@stantebv.com	248-624-0030
		Antonello Stante	nello@stantebv.com	248-624-0030
		Frank Kramarz	unknown@no-reply.com	248-624-0030
Stantec Consulting Michigan, Inc. Org. Number: 557082	3754 Ranchero Ann Arbor, Michigan, 48108 United States	Mark Pascoe	mark.pascoe@stantec.com	734-761-1010
		Brian Simons	brian.simons@stantec.com	734-761-1010
State Barricades, Inc. Org. Number: 557012	24806 Industrial Hwy Warren, Michigan, 48089 United States	Tony Maggiano	tony@statebarr.com	586-756-8282
		Matt Mollicone	matt@statebarr.com	586-756-8282
State Line Construction and Maintenance Org. Number: 562139	440 Burroughs Ste 644 Detroit, Michigan, 48202 United States	Melanie Steele	melanie@statelineusa.com	313-909-7509
STE Construction Services, Inc. Org. Number: 556341	2 Crocker Blvd, Suite 303 Mt. Clemens, Michigan, 48043 United States	Frank Richter	frankrichter@sbcglobal.net	586-468-1135
		Anthony Delisi	anthony@stradapavingllc.com	586-803-3243
		Greg Wierszewski	gwierszewski@hotmail.com	313-363-1984
		Jason Richter	jrichter001@sbcglobal.net	586-468-1135
Sterling Excavation, Inc. Org. Number: 566160	3685 Lehman Road West Branch, Michigan, 48661 United States	Avery Sterling	asterling3@ejourney.com	989-343-0926
		Avery Sterling	unknown@no-reply.com	989-343-0926

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Organization	Address	Contact	Email	Phone
Stoneco of Michigan Org. Number: 559300	15203 S. Telegraph Rd Monroe, Michigan, 48161 United States	Jason Rivard	jrivard@stoneco.net	734-241-8966
		Paul Cuthbert	pcuthbert@stoneco.net	734-770-3846
Strawser Construction, Inc. Org. Number: 562470	1392 Dublin Rd. Columbus, Ohio, 43215 United States	Doug Perry	dperry@terryasphalt.com	614-276-5501
		Andrew Friend	andrew.friend@strawserconst.com	614-824-8782
		Doug Perry	dperry@terryasphalt.com	614-276-5501
Sugar Construction, Inc. Org. Number: 562224	2968 Venture Drive Midland, Michigan, 48640 United States	Jerry Brown	jerrybrown@sugarconstruction.com	989-631-4154 ext. 6
		Jerry Brown	jerrybrown@sugarconstruction.com	989-631-4154 ext. 6
Super Construction LLC Org. Number: 563537	201 Morton St Bay City, Michigan, 48706 United States	Luke Super	Luke@superconst.com	989-684-8276
		Luke Super	Luke@superconst.com	989-684-8276
Superior Contracting Group L.L.C., Org. Number: 556976	PO Box 388 Dryden, Michigan, 48428 United States	Richard Di Pirro	rickdipirro@yahoo.com	810-347-1537
		Giorgio Tencza	gtencza@hotmail.com	810-305-0137
		Richard Di Pirro	rickdipirro@yahoo.com	810-347-1537
Superior Excavating, Inc. Org. Number: 559301	PO Box 214290 Auburn Hills, Michigan, 48321 United States	Frank Baiardi	kns@SuperiorExcavating.com	248-853-7075
		Frank Baiardi	Frank@SuperiorExcavating.com	248-853-7075
SUPERIOR MATERIALS, LLC Org. Number: 558082	30701 W. 10 MILE ROAD, STE #500 FARMINGTON HILLS, Michigan, 48336 United States	JOHN WERNER	jmwerner@superiormaterials.net	313-215-1873
		JOHN WERNER	unknown@no-reply.com	313-215-1873
		MICHELLE FALK	mcfalk@superiormaterials.net	248-788-8071
SUPREME Heating and Cooling, LLC Org. Number: 557250	14641 E. Warren Ave Detroit, Michigan, 48215 United States	Suzanne Stritzinger	sstritzinger@supremeheating.com	313-885-2400
		Alfred Provenzano	sstritzinger@supremeheating.com	313-885-2400
Surveying Solutions, Inc. Org. Number: 558543	4471 M-61 Standish, Michigan, 48658 United States	Adam Ball	aball@ssi-mi.com	989-846-6601
		Brian Bartlett	bbartlett@ssi-mi.com	989-846-6601
		Jeffrey D. Bartlett, P.S.	jbartlett@ssi-mi.com	989-846-6601
SW Controls Org. Number: 557767	24450 Indoplex Circle Farmington Hills, Michigan, 48335 United States	Peter Howard	phoward@swcontrols.net	248-536-9700
		Peter Howard	unknown@no-reply.com	248-536-9700
Swank Construction Company LLC Org. Number: 826997	632 Hunt Valley Circle New Kensington, Pennsylvania, 15068 United States	Neil Hickman	neilh@swankco.com	7243356000
T & M ASPHALT PAVING, INC. Org. Number: 556212	4755 Old Plank Rd. Milford, Michigan, 48381 United States	Darryl Fegan	dfegan@tmasphalt.com	248-684-2300 ext. 136
		Darryl Fegan	unknown@no-reply.com	248-684-2300

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Organization	Address	Contact	Email	Phone
		Scott Ford	sford@masphalt.com	248-684-2300
T&D Concrete Construction LLC Org. Number: 568244	5835 Ellendale Dr Lansing, Michigan, 48911 United States	Ricky Torres	ricardotorres.tdc@gmail.com	517-455-5453
		Ricardo Torres	ricardotorres.tdc@gmail.com	517-455-5453
T-and-S Construction LLC Org. Number: 710153	3111 Christy Way Suite A Saginaw, Michigan, 48603 United States	Gavyn Matthews	gavynmatthews123@gmail.com	9893411213
T. R. Pieprzak Co., Inc. Org. Number: 559326	6267 St. Clair Hwy China Twp., Michigan, 48054 United States	Michael Babel	trpieprzak@comcast.net	810-329-4027
		James Pieprzak	TRPieprzak@comcast.net	810-329-4027
		Terry Pieprzak	TRPieprzak@comcast.net	810-329-4027
Talaski Excavating L.L.C. Org. Number: 559129	5778 Sand Beach rd. Harbor Beach, Michigan, 48441 United States	Jeff Talaski	jtalaski@live.com	810-650-6004
		Doug Talaski	dtalaski@stclaircounty.org	810-650-6003
		Jeff Talaski	jtalaski@live.com	810-650-6004
Technical Service Professionals, L.L.C. Org. Number: 558687	25000 Capitol Street Redford, Michigan, 48239 United States	Ronald Swan	unknown@no-reply.com	734-838-0426
		Ronald Swan	ronswan@aol.com	734-838-0426
Techseven Company Org. Number: 558138	P.O. Box 182247 Shelby Township, Michigan, 48318 United States	Michael Molnar	mmolnar@techseven.co	586-323-6799
		Michael Molnar	techseven.co@gmail.com	586-323-6799
Teltow Contracting, Inc Org. Number: 559095	4678 Meldrum Road Casco Twp., Michigan, 48064 United States	Bernard Teltow	teltowcontracting@yahoo.com	586-727-1585
		Bernard Teltow	teltowcontracting@yahoo.com	586-727-1585
THE DIAMOND FIRM Org. Number: 608295	19115 WEST EIGHT MILE RD DETROIT, Michigan, 48219 United States	CAROLYN ANDERSON	CTAYLOR@THEDIAMONDFIRM.NET	3132466500
The Diamond Firm Inc. Org. Number: 836297	19115 W EIGHT MILE RD DETROIT, Michigan, 48219 United States	Carrolyn Anderson	jtaylor@thediamondfirm.net	2489053442
The Isabella Corporation Org. Number: 566125	2201 Commerce Street Mount Pleasant, Michigan, 48858 United States	Jeremy Zalud	jnzalud@isabellacorporation.com	989-772-5890
		Jeremy Zalud	jnzalud@isabellacorporation.com	989-772-5890
The Mannik & Smith Group, Inc. Org. Number: 556507	2365 Haggerty Road South Canton, Michigan, 48188 United States	Melanie Bidwell	mbidwell@manniksmithgroup.com	734-397-3100
		Aric Bennett	abennett@manniksmithgroup.com	(734) 289-2200
		Brian P Geer	bgeer@manniksmithgroup.com	(313) 961-9500
		John S. Browning III	jbrowning@manniksmithgroup.com	734-397-3100
		Walter Bolt	wbolt@manniksmithgroup.com	734-397-3100

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Organization	Address	Contact	Email	Phone
TLS Construction LLC Org. Number: 564876	5833 Annabette Lane Howell, Michigan, 48855 United States	Matt Peevey	matt@tlsoutdoor.com	517-404-5590
		Matt Peevey	matt@tlsoutdoor.com	517-404-5590
TOEBE CONSTRUCTION CO. Org. Number: 557815	P.O. BOX 930129 WIXOM, Michigan, 48393 United States	Jeffrey T Stover	jstover@toebe-construction.com	248-349-7500
		Jeffrey T Stover	jstover@toebe-construction.com	248-349-7500
Tooles Contracting Group LLC Org. Number: 559818	535 Griswold, Suite 2550 Detroit, Michigan, 48226 United States	Tooles Contracting	estimating@toolsgroup.com	313-221-8500
		Damon Tooles	estimating@toolsgroup.com	313-221-8500
Top Hat Masonry Repair Org. Number: 561959	7244 Ida Ter Waterford, Michigan, 48329 United States	Christopher Blaine	tophatmason@yahoo.com	248-739-3065
		Christopher Blaine	tophatmason@yahoo.com	248-739-3065
Traffic Management, Inc. Org. Number: 560915	25900 W. 8 Mile Rd. Southfield, Michigan, 48033 United States	Dorian Hall	dorian.hall@trafficmanagement.com	313-825-2959
		Paul Kelly	paul.kelly@trafficmanagement.com	248-678-8297
Tri-City Groundbreakers, Inc Org. Number: 561392	4440 N Eastman Road Midland, Michigan, 48642 United States	John Schmidt	bid@tricitygroundbreakers.com	989-832-0600
Tri-Valley Construction, LLC. Org. Number: 562775	7767 Gratiot Road Saginaw, Michigan, 48609 United States	David Gilbert	trivalleyconstructionllc@gmail.com	989-781-2900
		David Gilbert	trivalleyconstructionllc@gmail.com	989-781-2900
Trio Contracting, Inc. Org. Number: 561250	1416 W. Oakley Park Rd. Commerce Township, Michigan, 48390 United States	Lester Adams	triocontracting@gmail.com	248-669-0950
		Lester Adams	triocontracting@gmail.com	248-669-0950
Trojan Development Company, Inc. Org. Number: 567100	P.O. Box 534 Oxford, Michigan, 48371 United States	Daniel Cinader	danc@trojandevelopment.com	248-627-4476
		Daniel Cinader	danc@trojandevelopment.com	248-627-4476
True North Facility Services Org. Number: 560072	1311 Longfellow Royal Oak, Michigan, 48067 United States	Nicholas Whitehurst	truenorthservices@gmail.com	248-545-8670
		Nicholas Whitehurst	truenorthservices@gmail.com	248-545-8670
TTL Associates Org. Number: 556591	44265 Plymouth Oaks Plymouth, Michigan, 48170 United States	Jeff Elliott, P.E.	jelliott@tlassoc.com	734-455-8600 ext. 1238
		Tim Pedro	tpedro@tlassoc.com	734-455-8600
Underground Pump & Shoring Org. Number: 563210	2210 Scott Lake Rd Waterford, Michigan, 48328 United States	Jeff Duncan	Jeff.Duncan@michigancat.com	248-674-0000 ext. 7444
United Rentals Trench Safety Org. Number: 567857	3524 S Canal Rd Lansing, Michigan, 48917 United States	Brian Jett	bjett@ur.com	517-318-0729 ext. 517
		Brian Jett	bjett@ur.com	517-318-0729 ext. 517
United Resource, LLC	15500 Penn Drive	David Guth	unitedresource@aol.com	734-462-6170

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Organization	Address	Contact	Email	Phone
Org. Number: 560831	Livonia, Michigan, 48154	David Guth	unitedresource@aol.com	734-462-6170
United Survey, Inc. Org. Number: 556754	25145 Broadway Ave. Cleveland, Ohio, 44146 United States	Gina Lehigh Joseph Tartabini, Jr.	usi@unitedsurveyinc.com usi@unitedsurveyinc.com	440-439-7250 440-439-7250
Universal Consolidated Enterprises Org. Number: 560257	17625 East Ten Mile Rd. Roseville, Michigan, 48066 United States	Bradley Wolfbauer Bradley Wolfbauer	universalconsolidated@comcast.net universalconsolidated@comcast.net	586-772-4854 586-772-4854
Upper Peninsula Rubber Co., dba: Tunnel Vision P.S. Org. Number: 564139	P.O. Box 541 Escanaba, Michigan, 49829 United States	Gabriel Kloet Gabriel Kloet	info@uprubber.com unknown@no-reply.com	906-786-0460 906-786-0460
Usztan, LLC Org. Number: 559725	261 Collier Road Auburn Hills, Michigan, 48326 United States	Boris Usztan Boris Usztan	pm@usztan.com busztan@usztan.com	248-332-7448 ext. 4 248-332-7448 ext. 107
V.I.L. Construction, Inc. Org. Number: 556263	6670 Sims Drive Sterling Heights, Michigan, 48313 United States	Anthony Vani Anthony Vani	a_vani@comcast.net unknown@no-reply.com	586-979-6020 586-979-6020
Van Horn Concrete Org. Number: 558091	3770 Airport Rd. Waterford, Michigan, 48329 United States	Bill Evatz Bill Evatz	bill@vanhornconcrete.com bill@vanhornconcrete.com	248-640-7640 248-640-7640
Vanguard Building Group, LLC Org. Number: 568110	101 South Main Street, Suite 200 Rochester, Michigan, 48307 United States	Michael A DiNello Frank Lalama Michael DiNello	mdinello@vanguardmichigan.com unknown@no-reply.com unknown@no-reply.com	586-405-3421 248-650-6206 248-650-6206
Vans Development Inc. Org. Number: 564404	4169 Fisher Hills Drive Romeo, Michigan, 48065 United States	Guy Vanlittersum Guy Vanlittersum	guyvan@vansdevelopment.com guyvan@vansdevelopment.com	586-336-4123 586-336-4123
Vazquez Commercial Contracting, LLC Org. Number: 567124	12 East Eighth Street #210 Holland, Michigan, 49423 United States	Vazquez Commercial LLC Doug Haarmann Vazquez Commercial LLC	courtneyl@vazquezcc.com dough@vazquezcc.com unknown@no-reply.com	616-263-6000 ext. 616 816-522-6975 616-263-6000 ext. 616
VENICE CONTRACTING LLC Org. Number: 560604	6381 pincroft dr west bloomfield, Michigan, 48322 United States	Edward Prekelzaj Edward Prekelzaj fabjola prekelezaj	venicecontracting@gmail.com venicecontracting@gmail.com fabjola@gmail.com	248-862-6055 248-388-7077 248-996-3517
Verdeterre Contracting, Inc. Org. Number: 558690	2618 Hannan Road Canton, Michigan, 48188 United States	Christopher Brown Christopher Brown	chris@verdeterre.net unknown@no-reply.com	313-218-4243 313-218-4243
Wade Trim Org. Number: 557013	500 Griswold Avenue, Suite 2500 Detroit, Michigan, 48226	Trude Noble	tnoble@wadetrim.com	734-947-9700 ext. 10320

Matching Supplier List: 2018 Street Improvement - 2018 Street Improvement Program

Organization	Address	Contact	Email	Phone
	United States	Trude Noble	unknwon@no-reply.com	734-947-9700
Wadel Stabilization, Inc. Org. Number: 561576	2500 N. Oceana Drive Hart, Michigan, 49420 United States	Richard Wadel	rwadel@wadels.com	231-873-4006 ext. 225
		Julie A. Wadel	julie.wadel@wadels.com	231-873-4006 ext. 223
		Richard G. Wadel	rwadel@wadels.com	231-873-4006 ext. 225
Walker Works LLC Org. Number: 823571	22800 Hall Road Ste 440 Clinton Township, Michigan, 48036 United States	Jana R Walker	walkerworksllc@yahoo.com	5869491010
Wards Excavating Org. Number: 835406	PO Box St. Louis, Michigan, 48880 United States	Ed A Ward	wardsexavating@ispmgt.com	517-719-4323
Warren Contractors & Development Inc. Org. Number: 558879	14979 Technology Dr. Shelby Twp., Michigan, 48315 United States	Nick Cerullo	nick@warrencondev.com	586-323-3350
		James Cerullo	warrencontractors@gmail.com	586-323-3350
Washtenaw Contractors Association Org. Number: 564067	3135 S State St #350-H Ann Arbor, Michigan, 48108 United States	Taylor Itsell	itsellt@wcaonline.org	734-662-2570
		Gretchen Waters	itsellt@wcaonline.org	734-662-2570
WCI Contractors, Inc. Org. Number: 556585	20210 Conner Detroit, Michigan, 48234 United States	Thomas Maliszewski	wcicontractors@msn.com	313-368-2100
		Thomas Maliszewski	unknown@no-reply.com	313-368-2100
Weiss Construction Co LLC Org. Number: 556958	400 Renaissance, Suite 2170 Detroit, Michigan, 48243 United States	Chris Fitch	Cpfitch@weiss-construction.com	313-567-4500 ext. 226
		Alan Kreyger	ajkajk1@sbcglobal.net	313-567-4500
		Sam Davis	sdavis@weiss-construction.com	313-567-4500 ext. 231
West Construction Services Org. Number: 558787	79 Oakland Avenue Pontiac, Michigan, 48342 United States	Michael Chateau	unknown@no-reply.com	248-758-9925 ext. 104
		Kyle Westberg	unknown@no-reply.com	248-758-9925 ext. 111
White Construction Org. Number: 557083	1120 W. Baltimore Detroit, Michigan, 48202 United States	Donovan J White	dwhite@whitecon.com	313-872-6700 ext. 141
		Milton Jennings	unknown@no-reply.com	313-872-6700 ext. 140
		W. Bernard White	unknown@no-reply.com	313-872-6700
Wing Construction, Inc. Org. Number: 558873	8149 Millis Road Utica, Michigan, 48317 United States	steve heike	steve@wingconstruction.com	586-739-5995
		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: 879525	4220 22 Mile Road Shelby twp, Michigan, 48317 United States	Mark Wozniak	wozniakund@comcast.net	2484313221

Matching Supplier List: 2018 Street Improvement - 2018 Street Improvement Program

Organization	Address	Contact	Email	Phone
Yanke Construction, Inc. Org. Number: 919146	41621 Hampshire St Novi, Michigan, 48375 United States	Maxwell Yanke	maxyanke@yankeconstruction.com	2487300565
		Hunter Urban	hunterurban@yankeconstruction.com	2489127970
Young's Environmental Cleanup Org. Number: 556871	G-5305 North Dort Highway Flint, Michigan, 48505 United States	Kris Thiel	bid@yeci.us	810-789-7155
		Joe Fisher	jfisher@yeci.us	810-397-4522
Yukon Construction Org. Number: 954949	1341 S Range Rd St Clair, Michigan, 48079 United States	Jennifer LaDuke	jladuke@yukoncs.com	8108417397
Z Contractors, Inc. Org. Number: 561512	50500 Design Lane Shelby Township, Michigan, 48315 United States	Blake Zapczynski	bzap@Z-contractors.com	586-255-2421
		Dana Youmans	dyoumans@z-contractors.com	586-625-8899
		Michael Phelps	mphelps@Z-contractors.com	248-330-2041
Zito Construction Co. Org. Number: 559703	8033 Fenton Road Grand Blanc, Michigan, 48439 United States	Eric Bessolo	ebessolo@zitoconstruction.com	810-695-9025
		Dan Zito	mailbox@zitoconstruction.com	810-695-9025
Zuniga Cement Construction Inc. Org. Number: 557436	22500 Ryan Rd Warren, Michigan, 48091 United States	Tomas Zuniga	zunigacement@aol.com	586-754-5900
		Tomas Zuniga	unknown@no-reply.com	586-772-5400



REQUEST TO SUBMIT BIDS FOR 2018 STREET IMPROVEMENT PROGRAM FOR THE CITY OF PONTIAC

The City of Pontiac Michigan (The City) is requesting bids for the cold milling and resurfacing and related work for the **2018 STREET IMPROVEMENT PROGRAM**. The streets within the program include Kettering St from Emerson Ave to Perry St, Jessie from Paddock St to Auburn Ave and University Dr from Perry St to Mill St; Perry St from Huron St to University Dr; and Mill St from Huron St to University Dr in and for the City of Pontiac.

Sealed bids will be received at the City of Pontiac Clerk's Office at 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342 plainly marked with "**2018 STREET IMPROVEMENT PROGRAM**" until **2:00 p.m. EDT, Monday, July 30, 2018**, at which time they will be publicly opened. It is the offeror's sole responsibility to ensure that their bid is physically deposited with the Clerk's Office prior to the time and date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the offeror. *(NOTE: Electronic or faxed submissions will not be accepted)*

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

The following work items represent significant items within the project and shall be performed by selected bidder:

- Removal of Asphalt Pavement
- Removal of Concrete Pavement
- Removal of Existing Base Materials
- Installation of Aggregate Base
- Hot Mix Asphalt Paving
- Replacement, Adjustment, and Reconstruction of Drainage Structures
- Removal and Replacement of Storm Sewer
- Removal and Replacement of Curb and Gutter, Driveways, Sidewalks and ADA Accessible Ramps

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

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

Any interpretation, correction or change of this document will be made only by written addendum hereto. Any interpretation, correction or change made in any other manner will not be binding on the City and proposers shall not rely thereon. All inquiries are to be made in writing to Michelle McKenzie and be received no later

than five working days prior to the scheduled opening (these may be hand-delivered, mailed or faxed to (248) 758-3197 or emailed to MMcKenzie@pontiac.mi.us). A written response, if provided, will be in the form of an addendum to the Bid and will be sent to all document holders on file with the Purchasing Office. Any addendums issued will be located on the Pontiac's website <http://www.pontiac.mi.us/departments/finance/purchasing.php> Its receipt must be duly acknowledged with any submission. Please refer to the website for any addenda that may be issued. Bidders who submit bids before the deadline are advised to continue to monitor the website for any addenda that may be issued. Bid packages will also be available upon request through the Purchasing Office located at 47450 Woodward Avenue, 1st Floor, Pontiac, MI 48342.

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

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

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

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

BIDS DUE: July 30, 2018 at 2:00 PM EDT

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

Additional documents to download:

Attachment A - MDOT Frequently Used Special Provisions

Attachment B - Construction Plans

I. PURPOSE

To solicit bids from qualified individuals or firms to perform construction services for the improvement of city streets, along with related work, for the **2018 STREET IMPROVEMENT PROGRAM** consisting of Kettering Avenue, Jessie Street and University Drive/Mill Street/Perry Street for the City of Pontiac.

II. BACKGROUND

The City of Pontiac has allocated funds for the improvement of Kettering Ave from Emerson Ave to Perry St, Jessie St from Paddock St to Auburn Ave and University Dr from Perry St to Mill St; and Mill St from Huron St to University Dr, the total length of improved roadway will be 1.8 miles. These funds shall be used to provide new HMA pavement, curb and gutter, drainage, new sidewalk and ramps and utility structure adjustments for the City of Pontiac residents.

III. SCOPE OF WORK

Contractor will provide all labor, equipment, and materials for new HMA pavement, curb and gutter, drainage, new sidewalk and ramps, utility structure adjustments and related work within the following "Section IV. Request" and Scope of Work listed in the attached "2018 STREET IMPROVEMENT PROGRAM BID" in Appendix A.

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

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

The City of Pontiac will apply for, pay for, and obtain a permit for Soil Erosion Control from the Oakland County Water Resource Commissioner, if required.

It is the City's intention to utilize the successful proposer's services within ten days from the issuance of the "Notice to Proceed" document. The construction completion date for this project is November 15, 2018. All services shall be performed according to the Agreement, as well as the submitted bid.

IV. REQUEST

In addition to the required form "2018 STREET IMPROVEMENT PROGRAM BID" provided here as Appendix A, all firms or individuals responding to this Bid must submit complete responses to the information requested in this section, and must note any exceptions to any information contained in the Bid. Bids will be evaluated based upon the requested criteria and be awarded to the lowest responsible bidder. Bids should present information in a clear and concise manner, following the format indicated below. Responses to this section shall be typewritten in a font not smaller than 11 point and may be double or single sided on standard 8½" x 11" paper. There is no limit to pages submitted for complete response to this section: Statement of

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

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

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

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

The City reserves the right to 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 STREET IMPROVEMENT PROGRAM BID" in Appendix A

It is the City's intention to utilize the successful proposer's services within ten days from the issuance of the "Notice to Proceed" document. The construction completion date for this project is November 15, 2018. All services shall be performed according to the Agreement, as well as the submitted bid.

VI. AGREEMENT

Contract work on behalf of the City of Pontiac will be awarded to the **lowest responsible bidder**. The Contracted Services will consist of the improvement of Kettering Ave from Emerson Ave to Perry St, Jessie St from Paddock St to Auburn Ave and University Dr from Perry St to Mill St; and Mill St from Huron St to University Dr, the total length of improved roadway will be 1.8 miles.

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

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

- Vendor registration packet (including Ethnic Ownership Report, Contractor Certification, and Prime Contractor Agreement) from Oakland County;
- Pay item codes, pay name, quantities, unit prices, and material certifications for the work performed;
- Invoice; and
- Waiver of Liens of all subcontractors.

VII. ADDITIONAL INFORMATION:

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

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

VIII. SUBMISSIONS

All submissions (and original and one copy) must be hand delivered or mailed in a sealed envelope (NOTE: Electronic or faxed submissions will not be accepted) with "2018 STREET IMPROVEMENT PROGRAM" clearly marked on the front to by Monday, July 30, 2018 at 2:00 P.M. EDT to the following:

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

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

IX. BONDING REQUIREMENTS

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

NOTE: If the Contracts 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, payment, and maintenance bond within 5 days of a signed contract.

X. INCOME TAXES

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

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

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

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

APPENDIX A

2018 STREET IMPROVEMENT PROGRAM BID

47450 Woodward Avenue, Pontiac, MI 48342

Office: 248-758-3120 ~ Fax: 248-758-3197

> 2018 STREET IMPROVEMENT PROGRAM BID <

Bidding Contractor:

Company Name: _____

Representative: _____

Address: _____ City: _____ Zip: _____

Office #: _____ Fax #: _____

Cell#: _____ Email: _____

License#: _____

Job Duties Sheet / Scope of Work

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

2018 STREET IMPROVEMENT PROGRAM

- Perform all road work in accordance with the Plans, MDOT 2012 Standard Specifications for Construction, MDOT Frequently Used Special Provisions listed below, City of Pontiac Standards, requirements listed in this "Request to Submit Bids".
- Provide material certification, and Quality Control (QC) and Quality Assurance (QA) testing in accordance with the MDOT specifications
- Perform all workmanship and materials for soil erosion, sanitary sewer covers and adjustments, gate valve and gate well covers and adjustments shall be in accordance with the Oakland County Water Resource Commissioners Standards, Details, and Specifications; and the Oakland County Water Resource Commissioners Soil Erosion Control permit.
- Provide local traffic access to residents along each city street for the duration of the project unless the City of Pontiac approves any closure.
- The Contractor shall cooperate and coordinate construction activities with the owners of utilities as stated in Section 104.08 of the 2012 Michigan Department of Transportation (MDOT) Standard Specifications for Construction. In addition, for the protection of underground utilities, the Contractor shall follow the requirements in Section 107.12 of the 2012 MDOT Standard Specifications for Construction, and the Oakland County Water Resources Commissioner and the technical specifications included in these bid documents. Contractor delay claims, resulting from a utility, will be determined based upon Section 109.05E of the 2012 MDOT Standard Specifications for Construction.

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

<u>Item</u>				<u>Unit</u>	
<u>No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
1	Mobilization, Max. 5%	1	Lsum		
2	Station Grading, Special, Jessie	46.3	STA		
3	Station Grading, Special, Kettering	40.7	STA		
4	Station Grading, Special, Mill	2.8	STA		
5	Station Grading, Special, University	2	STA		
6	HMA Surface, Rem	3,260	SY		
7	Curb and Gutter, Rem	3,880	LF		
8	Sidewalk, Rem	2,108	SY		
9	Pavt, Rem	1,897	SY		
10	Pavt Joint and Crack Repr, Det 7	965	LF		
11	Pavt Joint and Crack Repr, Det 8	520	LF		
12	Subgrade Undercutting, Type X, (CIP) 21AA Limestone	1,756	CYD		
13	Aggregate Base, 8 Inch, 21AA Limestone	22,983	SY		
14	Aggregate Base, 12 Inch, 21AA Limestone	1,455	SY		
15	HMA, 5E3	476	TON		
16	HMA, 5E1	2,072	TON		
17	HMA, 3C	4,208	TON		
18	HMA, 2C	1,081	TON		
19	Curb and Gutter, Conc, Det F4	3,775	LF		
20	Curb and Gutter, Conc, Det M	85	LF		
21	Sidewalk Ramp, Conc, 6 Inch	4,673	SF		
22	Sidewalk, Conc, 4 Inch	10,959	SF		
23	Sidewalk, Conc, 6 Inch	248	SF		
24	Sidewalk, Conc, 8 Inch	356	SF		
25	Detectable Warning Surface	550	FT		
26	Driveway, Nonreinf Conc, 6 Inch	169	SYD		
27	Driveway, Nonreinf Conc, 8 Inch	43	SYD		
28	Sewer, Rem, Less than 24 Inch	730	LF		
29	Sewer, CI C, 12 Inch, Tr Det B	502	LF		
30	Sewer, CI C, 15 Inch, Tr Det B	96	LF		
31	Sewer, CI C, 18 Inch, Tr Det B	52	LF		
32	Sewer, CI C, 21 Inch, Tr Det B	48	LF		
33	Sewer, CI C, 24 Inch, Tr Det B	32	LF		
34	Dr Structure Cover, Reconstruct	183	LF		
35	Dr Structure Cover, Adj, Case 1	183	EA		
36	Dr Structure Cover, Type K	88	EA		
37	Dr Structure Cover, OCWRC, Sanitary	36	EA		
38	Dr Structure Cover, OCWRC, Water	8	EA		
39	Dr Structure Cover, Pontiac, Storm	51	EA		
40	Gate Box, Adj, Case 1	28	EA		
41	Hand Patching	186	TON		

<u>Item</u>				<u>Unit</u>	
<u>No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
42	Pavt Mrkg, Polyurea, Lt Turn Arrow Sym	1	EA		
43	Pavt Mrkg, Polyurea, Thru and Rt Turn Arrow Sym	1	EA		
44	Pavt Mrkg, Polyurea, Accessible, Sym	2	EA		
45	Pavt Mrkg, Polyurea, 24 Inch, Stop Bar	135	LF		
46	Pavt Mrkg, Polyurea, 4 Inch, White	792	LF		
47	Pavt Mrkg, Polyurea, 4 Inch, Yellow	1,658	LF		
48	Pavt Mrkg, Polyurea, 6 Inch, Crosswalk	613	LF		
49	Pavt Mrkg, Polyurea, 4 Inch, Cross Hatch	543	LF		
50	Erosion Control, Inlet Protection, Inlet Filter	88	EA		
51	Clearing	1	Lsum		
52	Cleaning Sidewalk	1	Lsum		
53	Maintaining Traffic and Construction Signing	1	Lsum		
54	Restoration	1	Lsum		
				TOTAL BID	
				AMOUNT :	\$
BID ALTERNATE ITEMS					
<u>Item</u>				<u>Unit</u>	
<u>No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Amount</u>
55	Aggregate Base, 8 Inch, 21AA Crushed Concrete	22,983	SY		
56	Aggregate Base, 12 Inch, 21AA Crushed Concrete	1,455	SY		
				TOTAL BID ALTERNATE	
				AMOUNT :	\$

THE CITY OF PONTIAC RESERVES THE RIGHT TO INCREASE OR DECREASE ANY QUANTITY OR DELETE ANY ITEM(S) OF WORK AS IT DEEMS IN THE BEST INTEREST OF THE CITY. THERE WILL BE NO ADJUSTMENTS TO UNIT PRICES IN THE EVENT OF INCREASES, DECREASES OR DELETIONS.

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

SPECIAL PROVISIONS, MODIFIED PAY ITEMS AND CONSTRUCTION SCHEDULE

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

PAVT, REM

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

Pavt, Rem shall consist of saw cutting and removal of concrete and/or bituminous drive approaches and concrete pavement, if required.

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

The completed work as measured and paid for at the contract unit price for Pavt, Rem per Square Yard.

CURB AND GUTTER, REM

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

The Contractor shall remove concrete curb and gutter where called for on the plans or marked by the Engineer.

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

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

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

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

CURB AND GUTTER, CONC, DET F4

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

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

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

EROSION CONTROL, FILTER BAG

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

STATION GRADING, SPECIAL, KETTERING

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

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

The Contractor shall saw cut and remove existing pavement and existing base to a depth of twelve (12) inches below existing pavement grade. Following removals, the contractor will proof roll excavated areas in the presence of the Engineer. The Engineer will determine if any additional excavation (subgrade undercutting) is required.

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

The Aggregate Base shall be placed immediately upon completion of the proof rolling and acceptance by the Engineer.

The completed work as measured for the item Station Grading, Special, Kettering will be paid for at the contract as-bid unit price for Station Grading, Special, Kettering per STA (station).

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

If subgrade undercutting below the twelve inches (12"), is required it will be paid for at the unit price bid for Subgrade Undercutting, Type X, (CIP) 21AA Limestone per Cubic Yard.

STATION GRADING, SPECIAL, JESSIE

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

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

The Contractor shall saw cut and remove existing pavement and existing base to a depth of twelve (12) inches below existing pavement grade. Following removals, the contractor will proof roll excavated areas in the presence of the Engineer. The Engineer will determine if any additional excavation (subgrade undercutting) is required.

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

The completed work as measured for the item Station Grading, Special, Jessie Street will be paid for at the contract as-bid unit price for Station Grading, Special, Jessie per STA (station).

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

If subgrade undercutting below the twelve inches (12"), is required it will be paid for at the unit price bid for Subgrade Undercutting, Type X, (CIP) 21AA Limestone per Cubic Yard.

STATION GRADING, SPECIAL, UNIVERSITY

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

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

The Contractor shall saw cut and remove existing pavement and existing base to a depth of twenty and one half (20.5) inches below existing pavement grade. Following removals, the contractor will proof roll excavated areas in the presence of the Engineer. The Engineer will determine if any additional excavation (subgrade undercutting) is required.

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

The completed work as measured for the item Station Grading, Special, University will be paid for at the contract as-bid unit price for Station Grading, Special, University per STA (station).

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

If subgrade undercutting below twenty and one half inches (20.5"), is required it will be paid for at the unit price bid for Subgrade Undercutting, Type X, (CIP) 21AA Limestone per Cubic Yard.

STATION GRADING, SPECIAL, MILL

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

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

The Contractor shall saw cut and remove existing pavement and existing base up to a depth of twenty and one half (20.5) inches below existing pavement grade. Following removals, the contractor will proof roll excavated areas in the presence of the Engineer. The Engineer will determine if any additional excavation (subgrade undercutting) is required.

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

The completed work as measured for the item Station Grading, Special, Mill will be paid for at the contract as-bid unit price for Station Grading, Special, Mill per STA (station).

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

If subgrade undercutting below twenty and one half inches (20.5"), is required it will be paid for at the unit price bid for Subgrade Undercutting, Type X, (CIP) 21AA Limestone per Cubic Yard.

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

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

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

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

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

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

AGGREGATE BASE, 4 INCH, 21AA LIMESTONE

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

Aggregate Base, 4 Inch, 21AA Limestone will be measured by square yard and will be paid for at the contract as-bid unit price.

AGGREGATE BASE, 8 INCH, 21AA LIMESTONE

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

Aggregate Base, 8 Inch, 21AA Limestone will be measured by square yard and will be paid for at the contract as-bid unit price.

AGGREGATE BASE, 12 INCH, (CIP) 21AA LIMESTONE

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

Aggregate Base, 12 Inch, 21AA Limestone will be measured by square yard and will be paid for at the contract as-bid unit price.

DRIVEWAY ACCESS, TEMPORARY.

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

DRAINAGE STRUCTURE COVER, CITY OF PONTIAC (STORM)

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

DRAINAGE STRUCTURE COVER, OCWRC SANITARY

The Contractor shall submit details and specifications to the Engineer and obtain written approval prior to ordering covers. Provide East Jordan Iron Works 1040A frame and covers, Heavy duty material per ASTM A48 CL. 35. Lettering, symbols, and material shall be in accordance with the Oakland County Water Resource Commissions most current standards. Adjusting the sanitary manhole will be paid for as Drainage Structure Cover, Adj, Case 1 and Drainage Structure, Reconstruct. This pay item includes all costs for materials, and labor for performing this work.

DRAINAGE STRUCTURE COVER, OCWRC GATE WELL

The Contractor shall submit details and specifications to the Engineer and obtain written approval prior to ordering covers. Provide East Jordan Iron Works 1040A frame and covers, Heavy duty material per ASTM A48 CL. 35. Lettering, symbols, and material shall be in accordance with the Oakland County Water Resource Commissions most current standards. Adjusting the gate well structure will be paid for as Drainage Structure Cover, Adj, Case 1 and Drainage Structure, Reconstruct. This pay item includes all costs for materials, and labor for performing this work.

GATE BOX, ADJ, CASE 1

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

DR STRUCTURE COVER, ADJ, CASE 1

Adjust storm sewer catch basins, and manholes, water main gate wells, and sanitary sewer structures. Sanitary and water main adjustments shall be in accordance with the Oakland County Water Resources specifications and plan sheet details. Storm sewer structures adjustments shall be in accordance with the 2012 MDOT Standard Specifications for Construction. The unit price for this item includes installing a concrete collar, 8 inch depth, below the proposed HMA pavement section.

DR STRUCTURE, RECONSTRUCT

Reconstruction of storm sewer catch basins, and manholes, water main gate wells, and sanitary sewer structures shall be done as required to place and adjust structure castings. Sanitary and water main structure reconstruction shall be in accordance with the Oakland County Water Resources specifications and plan sheet details. Storm sewer structure reconstruction shall be in accordance with the 2012 MDOT Standard Specifications for Construction.

The completed work to reconstruct drainage structures shall be paid for Contract Unit Price per linear foot for Dr Structure, Reconstruct.

SEWER, CL C, 12 INCH, TR DET B

This work shall be done in accordance with Section 402 of the 2012 MDOT Standard Specifications for Construction except as follows:

Watertight connections shall be made between the ends of existing sewer pipe and replaced sewer pipe. The engineer shall approve all watertight connection materials and construction methods.

The completed work to install sewer shall be paid for Contract Unit Price per linear foot for Sewew, CL C, 12 Inch, Tr Det B.

SEWER, CL C, 15 INCH, TR DET B

This work shall be done in accordance with Section 402 of the 2012 MDOT Standard Specifications for Construction except as follows:

Watertight connections shall be made between the ends of existing sewer pipe and replaced sewer pipe. The engineer shall approve all watertight connection materials and construction methods.

The completed work to install sewer shall be paid for Contract Unit Price per linear foot for Sewew, CL C, 15 Inch, Tr Det B.

SEWER, CL C, 18 INCH, TR DET B

This work shall be done in accordance with Section 402 of the 2012 MDOT Standard Specifications for Construction except as follows:

Watertight connections shall be made between the ends of existing sewer pipe and replaced sewer pipe. The engineer shall approve all watertight connection materials and construction methods.

The completed work to install sewer shall be paid for Contract Unit Price per linear foot for Sewew, CL C, 18 Inch, Tr Det B.

SEWER, CL C, 21 INCH, TR DET B

This work shall be done in accordance with Section 402 of the 2012 MDOT Standard Specifications for Construction except as follows:

Watertight connections shall be made between the ends of existing sewer pipe and replaced sewer pipe. The engineer shall approve all watertight connection materials and construction methods.

The completed work to install sewer shall be paid for Contract Unit Price per linear foot for Sewew, CL C, 21 Inch, Tr Det B.

PROOF ROLLING

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

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

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

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

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

CLEANING SIDEWALK

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

The limits of this pay item are generally as follows:

The west side of Jessie St. (Sta. 0+50 – 3+00)

The west side of Jessie St. (Sta. 6+00 – 10+00)

The west side of Jessie St. (Sta. 14+00 – 17+00)

The east side of Jessie St. (Sta. 21+00 – 26+50)

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

CLEARING

This work shall be done in accordance with Section 201 of the 2012 MDOT Standard Specifications for Construction, except as follows:

This work shall completely clear the public right-of-way of overgrown brush, shrubs, trees, branches, overburdened sod and vegetation, debris and garbage. Upon completion of this pay item, cleared area shall be stabilized and restored per the RESTORATION pay item.

The limits of this pay item are generally as follows:

The west side of Kettering Ave., clearing up to three feet from back of curb, from Sta. 2+50 - 15+90.

The west side of Jessie St. , clearing up to sixteen feet from back of curb, from Sta. 23+00 – 26+50.

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

MAINTAIN TRAFFIC AND CONSTRUCTION SIGNING

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

The Contractor shall furnish, install and maintain all necessary traffic control devices as required in the appropriate sections of the Manual on Uniform Traffic Control Devices (2011 Michigan MUTCD), as shown on the plans or as called for by the Field Engineer.

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

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

The Contractor shall confer with and keep Oakland County Sheriff's Department and Waterford Regional Fire Department fully informed as to street closures / detours for construction purposes.

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

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

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

Engineer. The minimum required devices shall be provided, on a project-by-project basis, to receive lump sum payment.

RESTORATION

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

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

Anchor Mulch application procedures and rates shall meet the requirements as established in Section 816 of the 2012 MDOT Standard Specifications for Construction.

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

The payment for the completed and accepted work shall be at the as bid Pay Item for Restoration, Lump Sum.

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

Construction Stakeout

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

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

Construction Schedule and Detailed Progress Schedule

The work to be done under this Contract shall begin within ten days of the "Notice to Proceed", unless written authorization is obtained from the City or its representative. All work shall be completed by November 15, 2018. The Contractor shall coordinate activities with the private utility relocations to ensure the completion date is met.

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

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

Use of City Water

Water from the City of Pontiac water system is available for use by the Contractor. The Contractor MUST apply for and have a permit for water use in the possession of the individual taking the water from the City system. Unauthorized use will not be permitted. The 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.

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.

Job Site Safety

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.

Attachment A - MDOT Frequently Used Special Provisions

The following MDOT Frequently Used Special Provisions are applicable and adhered to as part of this project. These documents take precedent over the 2012 MDOT Standard Specifications for Construction, and are included in Attachment A. This list may not be considered complete. The following Special Provisions can be downloaded from the MDOT website at <https://mdotjboss.state.mi.us/SpecProv/specProvHome.htm>:

12SP-501A-01 Sampling Asphalt Binder on Local Agency Projects
12SP-501J-05 Acceptance of Hot Mix Asphalt Mixture on Local Agency Projects
12SP-604B-09 Quality Control and Acceptance of Portland Cement Concrete
12SP-810O-01 Perforated Steel Square Tube Sign Breakaway System Foundation Removal
12SP-810P-02 Sign Panel Types
12SP-812C-01 Traffic Control Quality and Compliance
12SP-812F-02 Payment for Minor Traffic Devices and Traffic Regulatory Control
12SP-812L-01 Supports for Temporary Signs
12SP-812U-01 Type III Barricades
12SP-910A-01 Physical Requirements for Geotextiles

Attachment B - Construction Plans

INDEX OF SHEETS

- 0 TITLE SHEET
- 1 NOTES AND DETAILS
- 2 CROSS SECTIONS - UNIVERSITY DR., MILL ST., AND PERRY ST. - SHEET 1
- 3 CROSS SECTIONS - UNIVERSITY DR., MILL ST., AND PERRY ST. - SHEET 2
- 4 CROSS SECTIONS - KETTERING AVE.
- 5 CROSS SECTIONS - JESSIE ST - SHEET 1
- 6 CROSS SECTIONS - JESSIE ST - SHEET 2
- 7 CROSS SECTIONS - JESSIE ST - SHEET 3
- 8 CONSTRUCTION PLAN - UNIVERSITY DR., MILL ST., AND PERRY ST.
- 9 PAVEMENT PARKING PLAN - UNIVERSITY DR., MILL ST., AND PERRY ST.
- 10 CONSTRUCTION PLAN - KETTERING AVE. - STA 0+30 (P.O.B.) - 14+50
- 11 CONSTRUCTION PLAN - KETTERING AVE. - STA 14+50 - 26+50
- 12 CONSTRUCTION PLAN - KETTERING AVE. - STA 26+50 - 33+50
- 13 CONSTRUCTION PLAN - KETTERING AVE. - STA 33+50 - 41+00 (P.O.E.)
- 14 CONSTRUCTION PLAN - JESSIE ST. - STA 0+14 (P.O.B.) - 11+50
- 15 CONSTRUCTION PLAN - JESSIE ST. - STA 11+50 - 25+50
- 16 CONSTRUCTION PLAN - JESSIE ST. - STA 25+50 - 39+50
- 17 CONSTRUCTION PLAN - JESSIE ST. - STA 39+50 - 46+33 (P.O.E.)
- 18 TRAFFIC CONTROL PLAN - UNIVERSITY DR., MILL ST., PERRY ST. - PHASE I
- 19 TRAFFIC CONTROL PLAN - UNIVERSITY DR., MILL ST., PERRY ST. - PHASE II
- 20 TRAFFIC CONTROL PLAN - UNIVERSITY DR., MILL ST., PERRY ST. - PHASE III
- 21 TRAFFIC CONTROL PLAN - KETTERING AVE.
- 22 TRAFFIC CONTROL PLAN - JESSIE ST.

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

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

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

The proposer acknowledges the receipt of Addenda numbered _____

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

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

Company Name: _____

Address: _____

Representative Signature: _____

Print Name: _____

Title: _____

Office # _____ Cell # _____

FAX # _____ Date: _____

Federal Tax Identification Number: _____

Email Address of Primary Contact: _____

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

APPENDIX B

Section 3 clause 135.38

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

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

APPENDIX C
CONFLICT OF INTEREST STATEMENT

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

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

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

Date: _____

Signature: _____

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

1. **Workers' Compensation Insurance** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$ 100,000 each accident for any employee.

2. **Commercial General Liability Insurance** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and aggregate for Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included ;

3. **Motor Vehicle Liability** The Contractor shall procure and maintain during the life of the this contract Michigan No-Fault Coverages, with limits of liability not less than \$2,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. **Professional Liability Insurance** The Contractor shall procure and maintain during the life of this contract, Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence and aggregate. If this policy is claims made form, then the Contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.

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

6. **Cancellation Notice:** All policies, as described above, shall include an endorsement stating that is it understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City Administrator for the City of Pontiac.

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

8. **Expiration of Policies** If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Pontiac at least ten (10) days prior to the expiration date.

3. INDEMNIFICATION CLAUSE

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

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

4. EXTRAS

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

5. EMERGENCY PHONE NUMBERS

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

6. INCLUDED WORK

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

7. SUB-CONTRACTS

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

Certified By: _____

Its: _____

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 and subcontracts covered under the Executive order.

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

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

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

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

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

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

APPENDIX F
SOIL BORING DATA

RFP copy to City Council

Does not contain
the following items:

Appendix F

Soil Boring Data

Attachment A

MDOT Special Provisions

Attachment B

Construction Plans

ADDENDUM NO. 1
TO THE
REQUEST FOR BIDS
FOR
2018 Street Improvement Program

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

Changes to the Bid Document and MITN solicitation:

Page One (1) Insert Pre-Bid meeting after 2nd paragraph.

PRE-BID MEETING

A mandatory pre-bid meeting will be held at Pontiac City Hall, 47450 Woodward Avenue, Pontiac, Michigan 48342, 1st Floor, Shrine Room at **10:00 a.m., local time on Wednesday, July 25, 2018.** Prospective Bidders are required to attend the pre-bid meeting.

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

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



CITY OF PONTIAC Michigan

MAYOR DEIRDRE WATERMAN

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

July 26, 2018

ADDENDUM NO. 2 to the PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS for the 2018 STREET IMPROVEMENT PROGRAM

The following modifications are to be incorporated into the plans, specifications and contract documents for the above referenced project.

- 1) Quantities for items "HMA, 5E1", "HMA, 3C", and "HMA, 2C" have been revised on Sheet 16 of the plan set.
- 2) The attached page "10-Rev" replaces page 10 of the Form of Proposal in the contract document. Quantities for items 16, 17, and 18 have been revised.
- 3) The attached page "11-Rev" replaces page 11 of the Form of Proposal in the contract document. Addendum acknowledgement has been added.
- 4) The following shall supersede all completion date language in the contract document:

It is the City's intention to utilize the successful proposer's services within ten days from the issuance of the "Notice to Proceed" document. The construction completion date for the University, Mill, and Perry portion of the project is November 30, 2018, the completion date for the Kettering and Jessie portions of the project is July 30, 2019. All services shall be performed according to the Agreement, as well as the submitted bid.

- 5) Pre-Bid Meeting sign-in sheet is attached.

All other items in the contract document remain unchanged.

Receipt of Addendum No. 2 must be indicated on page 11-Rev of the Contract Documents.

47450 Woodward Ave. Pontiac, MI 48341
Telephone: (248) 758-3600 FAX: (248) 857-5605

Item No.	Item Description	Quantity	Unit	Unit Price	Amount
1	Mobilization, Max. 5%	1	Lsum		
2	Station Grading, Special, Jessie	46.3	STA		
3	Station Grading, Special, Kettering	40.7	STA		
4	Station Grading, Special, Mill	2.8	STA		
5	Station Grading, Special, University	2	STA		
6	HMA Surface, Rem	3,260	SY		
7	Curb and Gutter, Rem	3,880	LF		
8	Sidewalk, Rem	2,108	SY		
9	Pavt, Rem	1,897	SY		
10	Pavt Joint and Crack Repr, Det 7	965	LF		
11	Pavt Joint and Crack Repr, Det 8	520	LF		
12	Subgrade Undercutting, Type X, (CIP) 21AA Limestone	1,756	CYD		
13	Aggregate Base, 8 Inch, 21AA Limestone	22,983	SY		
14	Aggregate Base, 12 Inch, 21AA Limestone	1,455	SY		
15	HMA, 5E3	476	TON		
16	HMA, 5E1	2,288	TON		
17	HMA, 3C	4,568	TON		
18	HMA, 2C	306	TON		
19	Curb and Gutter, Conc, Det F4	3,775	LF		
20	Curb and Gutter, Conc, Det M	85	LF		
21	Sidewalk Ramp, Conc, 6 Inch	4,673	SF		
22	Sidewalk, Conc, 4 Inch	10,959	SF		
23	Sidewalk, Conc, 6 Inch	248	SF		
24	Sidewalk, Conc, 8 Inch	356	SF		
25	Detectable Warning Surface	550	FT		
26	Driveway, Nonreinf Conc, 6 Inch	169	SYD		
27	Driveway, Nonreinf Conc, 8 Inch	43	SYD		
28	Sewer, Rem, Less than 24 Inch	730	LF		
29	Sewer, CI C, 12 Inch, Tr Det B	502	LF		
30	Sewer, CI C, 15 Inch, Tr Det B	96	LF		
31	Sewer, CI C, 18 Inch, Tr Det B	52	LF		
32	Sewer, CI C, 21 Inch, Tr Det B	48	LF		
33	Sewer, CI C, 24 Inch, Tr Det B	32	LF		
34	Dr Structure Cover, Reconstruct	183	LF		
35	Dr Structure Cover, Adj, Case 1	183	EA		
36	Dr Structure Cover, Type K	88	EA		
37	Dr Structure Cover, OCWRC, Sanitary	36	EA		
38	Dr Structure Cover, OCWRC, Water	8	EA		
39	Dr Structure Cover, Pontiac, Storm	51	EA		
40	Gate Box, Adj, Case 1	28	EA		
41	Hand Patching	186	TON		

CITY OF PONTIAC
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

PREBID MEETING SIGN-IN

PROJECT: 2018 PONTIAC STREET IMPROVEMENT PROGRAM

Wednesday, July 25, 2018; 10:00 a.m. - Pontiac City Hall

NAME: Chad Findley REPRESENTING: NF Engineers
ADDRESS: 46777 Woodward Ave, Pontiac, MI 48342
TELEPHONE: 248 332-7931 E-MAIL: cfindley@nfe-engr.com

NAME: Justin Klunk REPRESENTING: NF Engineers
ADDRESS: 46777 Woodward Ave, Pontiac
TELEPHONE: 248-332-7931 E-MAIL: Jklunk@nfe-engr.com

NAME: Tom Wall REPRESENTING: GREAT LAKES CONTRACTING
ADDRESS: 2300 GWINBURGH WATERFORD, MI 48328
TELEPHONE: 313-962-0400 E-MAIL: Tom@greatlakescont.com

NAME: Katie Schroeder REPRESENTING: Edw. C. Levy Co.
ADDRESS: 9300 Dix Ave, Dearborn, MI 48120
TELEPHONE: 313-732-5700 E-MAIL: EdwKSchroeder@EdwCLevy.net

NAME: MATTHEW BISCORNER REPRESENTING: PAMAR ENTERPRISES
ADDRESS: 58021 GRATIOT AVE
TELEPHONE: 586.749.8593 E-MAIL: SUE@PAMARENTERPRISES.COM

NAME: JULIE SNURKA REPRESENTING: CADILLAC ASPHALT LLC
ADDRESS: 4751 WHITE LAKE RD, CLARKSTON, MI 48436
TELEPHONE: (248) 620-7952 E-MAIL: jsturka@mipmc.com

NAME: MICHAEL LIPIEC REPRESENTING: PRO-LINE ASPHALT
ADDRESS: 11797 29 MILE ROAD, WASHINGTON, MI 48095
TELEPHONE: 586-752-7730 E-MAIL: michael@prolineasphalt.com

CITY OF PONTIAC
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

PREBID MEETING SIGN-IN

PROJECT: 2018 PONTIAC STREET IMPROVEMENT PROGRAM

Wednesday, July 25, 2018; 10:00 a.m. - Pontiac City Hall

NAME: Jack Cady REPRESENTING: City of Pontiac

ADDRESS: _____

TELEPHONE: 248.258.3616 E-MAIL: jcady@pontiac.mi.us

NAME: Bill Baker REPRESENTING: Florence cement

ADDRESS: 51515 Corridor Shelby Twp MI 48315

TELEPHONE: 586-997-2666 E-MAIL: billbaker@florencecement.com

NAME: Ben Kohler REPRESENTING: ATAx PAVING

ADDRESS: 1957 Crooks Rd, Troy, MI 48064

TELEPHONE: 248-244-3300 E-MAIL: BKOHLEA@ATAXPAVING.COM

NAME: _____ REPRESENTING: _____

ADDRESS: _____

TELEPHONE: _____ E-MAIL: _____

NAME: _____ REPRESENTING: _____

ADDRESS: _____

TELEPHONE: _____ E-MAIL: _____

NAME: _____ REPRESENTING: _____

ADDRESS: _____

TELEPHONE: _____ E-MAIL: _____

NAME: _____ REPRESENTING: _____

ADDRESS: _____

TELEPHONE: _____ E-MAIL: _____



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

RECEIVED
2018 AUG 17 PM 12:31
PONTIAC CITY CLERK

TO: Pontiac City Council

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

DATE: August 14, 2018

RE: Curbco Contract Extension

In 2013, the City of Pontiac advertised for street patching and guard rail maintenance and awarded a contract to Curbco. This contract was a three-year contract with options for years four and five. In 2015, the City advertised the contract again and received bids. Only three bids were received, Curbco was the low bidder at the same cost as we are currently paying. The other bids received were exceptionally higher, so the bids were thrown out and the City simply extended the current contract with Curbco. Currently, the original Curbco contract has expired. The Department of Public Works is still in need of assistance for pothole patching and guard rail maintenance.

Due to our current insourcing plans, we request to extend the current contract with Curbco with some minor adjustments for inflation. We are requesting to extend this for a period of three years. Curbco understands the City's insourcing plans, and is willing to assist as needed over the transition time.

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

Based upon the above and attached information, it is the recommendation of the Department of Public Works to extend the contract with Curbco Companies for three years.

WHEREAS, The City of Pontiac has reviewed past bid tabulations from 2013 and 2015 for pothole patching and guard rail maintenance, and;

WHEREAS, The Department of Public Works found that the past bids for this work showed Curbco being the only reasonable bidder in the last two bids, and;

WHEREAS, The Department of Public Works is still in need of pothole patching and guard rail maintenance assistance to subsidize our workforce over the next couple of years;

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to extend the contract with Curbco Companies for three years allowing for incremental rate increase based on consumer pricing index.

JVB



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

RECEIVED
2018 AUG 10 PM 3:07
PONTIAC CITY CLERK

TO: Honorable City Council President and City Council Members

FROM: Jane Bais-DiSessa, Deputy Mayor

CC: Mayor Deirdre Waterman, John Balint, Acting DPW Director

DATE: August 9, 2018

RE: **Code Enforcement Officer Vehicle Purchase**

As approved by the City Council, the City will be insourcing the Code Enforcement function currently administered by Wade Trim Engineering. Five positions (1 Supervisor and 4 Officers) will be responsible for the implementation of the City's Code Enforcement ordinances. The acquisition of five vehicles are essential and will be used to perform their daily tasks. To ensure the best pricing available, we have utilized the Oakland County MiDeal dealerships and suppliers. Please note that this process complies with the City's purchasing ordinance. As such, based on value and dependability, the Chevrolet Cruze was selected; the total cost for this vehicle is shown below:

Code Enforcement Vehicle(s)				
Item	Description	Quantity	Cost	Grand Total
1	2018 Chevrolet Cruze (Includes LS Fleet Convenience Package)	5	\$15,986.00	\$79,930.00

As stated above, these prices were garnered from the Oakland County MiDeal bids. MiDEAL is an extended purchasing program that allows Michigan cities, townships, villages, counties, school districts, universities, community colleges and nonprofit hospitals to use state contracts to buy goods and services. Funding for these vehicles and equipment is found in the 2018-19 FY budget. Based upon the above and attached information, it is Executive Staff's recommendation to purchase the listed vehicles utilizing the MiDeal pricing from the low bid vendors. The following resolution is recommended:

WHEREAS, The City of Pontiac has reviewed pricing provided by Oakland County MiDeal and determined the vehicles required to perform upcoming work; and

WHEREAS, City staff has reviewed the vehicles and equipment and determined the listed items to be adequate for the upcoming work, and;

NOW, THEREFORE, BE IT RESOLVED, that the Pontiac City Council authorizes the Mayor to purchase five vehicles (Chevrolet Cruze) to administer the Code Enforcement Division, from Berger Chevrolet.

JBD

Attachment

MODEL:	2018 CHEVROLET CRUZE		DEALER INFORMATION	
Body Style:	1SB LS AUTO		Name:	Berger Chevrolet
NOTE: Model Should include STANDARD PACKAGING, unless otherwise indicated below.			Address 1:	2525 28th Street SE
			Address 2:	Grand Rapids MI 49512
			Contact:	Bob Evans
			Telephone:	616-949-5200
Standard Equipment Plus				COST
<i>PLUS TITLE FEE</i>				
<i>MINUS TOTAL</i>			\$	-
STANDARD COST SUBTOTAL				\$ 15,567.00
POSSIBLE OPTIONS:				
ZLQ	LS Fleet Convenience Package			\$ 419.00
R9Y	Fleet Maintenance Credit		\$	(57.00)
TOTAL OPTIONS				
			TOTAL COST	\$ -
AUTHORIZED NAME: (Print)		Robert Evans		
AUTHORIZED SIGNATURE:			DATE:	10/10/2017



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

RECEIVED
2018 AUG 10 PM 3:07
PONTIAC CITY CLERK

TO: Honorable Council President and City Council Members
FROM: Jane Bais-DiSessa, Deputy Mayor
CC: Mayor Waterman and John Balint, Acting DPW Director
DATE: August 10, 2018

RE: Agenda Item – Request Purchase of Youth Recreation Vehicles.

To help administer the City's Youth Recreation Program, the following vehicles are recommended for acquisition:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Total</u>
1	2018 Chevrolet – CG 23406 Express – 2500 2WD (options include)	1	\$24,792.00
2	2018 Dodge Grand Caravan SE	1	\$23,655.75
	Grand Total:		\$48,447.75

We utilized the Oakland County MiDeal dealerships and suppliers to obtain the best pricing possible. This fully complies with the City's purchasing ordinance. MiDEAL is an extended purchasing program which allows Michigan cities, townships, villages, counties, school districts, universities, community colleges and nonprofit hospitals to use state contracts to buy goods and services.

Funding for these vehicles and equipment will be carried-over from the FY 2017-18 budget.

Based upon the above and attached information, it is the recommendation of the Executive Staff to purchase the listed vehicles and equipment utilizing the MiDeal pricing from the low bid vendors.

WHEREAS, The City of Pontiac has reviewed pricing provided by Oakland County MiDeal and determined the vehicles required to perform upcoming work, and;

WHEREAS, City staff has reviewed the vehicles and equipment and determined the listed items to be adequate for the upcoming work, and;

NOW, THEREFORE,
BE IT RESOLVED, The Pontiac City Council authorizes the Mayor to purchase the listed vehicles from Galeanna's Van Dyke Dodge and Berger Chevrolet.

JBD

Attachments

Chevrolet Express

MODEL: 2018 CHEVROLET CG 23406 EXPRESS 2500 2WD			
Body Style: Express Passenger 135" Wheelbase		Name:	Berger Chevrolet
NOTE: Model Should include STANDARD PACKAGING, unless otherwise indicated below.		Address 1:	2525 28th Street SE
		Address 2:	Grand Rapids MI 49512
		Contact:	Bob Evans
		Telephone:	616-949-5200
Standard Package 12 Passenger Seating		MINUS	COST
	Equipment Group Base 1LS		
MT1	Automatic Transmission		
LV1	4.3L V-6		
	Air Standard		
	Vinyl Interior		
B38	Rubber Floor		
GVWR	8,600		
PLUS TITLE FEE			
MINUS TOTAL		\$	
STANDARD COST SUBTOTAL			\$ 23,169.00
POSSIBLE OPTIONS:			
C69	Air Conditioning, Rear		\$ 769.00
BA3	Console, deluxe with swing-out storage bin		\$ 19.00
ZQ3	Convenience Package, Tilt-Wheel and (K34) cruise control		\$ 360.00
K34	Cruise Control		INC
C49	Defogger, rear-window electric		\$ 190.00
B31	Floor Covering, Black rubberized-vinyl, front only		N/C
B30	Floor Covering, full-floor color		\$ 169.00
C36	Heater, rear auxiliary		\$ 260.00
TR9	Lighting, auxiliary with reading and underhood lights		\$ 75.00
DRJ	Mirror, inside rearview, includes Rear Vision Camera display		STD
UEO	OnStar, delete		N/C
VV4	OnStar with 4G LTE		N/C
UVC	Rear Vision Camera, display integrated into rearview mirror (included with (DRJ))		STD
ATG	Remote Keyless Entry with 2 transmitters and remote panic button		\$ 160.00
BTB	Remote Vehicle Starter System (req. ATG) remote keyless entry		\$ 279.00
R8J	Windows, power, delete	\$ (80.00)	
DE5	Mirrors, outside heated power-adjustable, black, manual-folding		\$ 109.00
DEB	Mirrors, outside heated power-adjustable, black, manual-folding with single pane glass		\$ 105.00
UD7	Rear Park Assist		\$ 275.00
KG4	Alternator, 145 amps		\$ 66.00
KW5	Alternator, 220 amps		\$ 139.00
TP2	Battery, isolated 2nd		\$ 146.00
UA1	Battery, heavy-duty 770 cold-cranking amps		\$ 53.00
	Batteries, dual heavy-duty 770 cold-cranking amps		
G80	Differential, heavy-duty locking rear		\$ 297.00
L96	Engine, Vortec 6.0L V8 SFI Flexfuel		\$ 896.00
R9Y	Fleet Free Maintenance Credit	\$ (57.00)	
Z82	Trailer equipment, heavy-duty		\$ 257.00
UY7	Trailer wiring, 7-pin sealed connector		\$ 71.00
TOTAL OPTIONS			
		TOTAL COST	\$ 29,792
AUTHORIZED NAME: (Print) Robert Evans			
AUTHORIZED SIGNATURE:		DATE:	10/10/2017

MODEL: 2018 DODGE GRAND CARAVAN SE		DEALER INFORMATION	
Body Style:		Name: Galeana's Van Dyke Dodge	
NOTE: Model Should include STANDARD PACKAGING, unless otherwise indicated below.		Address 1: 28400 Van Dyke Warren, MI 48093	
		Address 2:	
		Contact: Dennis Christina	
		Telephone: 586-510-4601	
Standard Package		MINUS	COST
29E 3.6L V6 w/6-Speed Auto Transmission			\$ 21,811.50
ABS Brakes			
CLE Front & Rear Floor Mats STD			
PLUS TITLE FEE			\$ 15.00
MINUS TOTAL		\$ -	
STANDARD COST SUBTOTAL			\$ 21,826.50
POSSIBLE OPTIONS:			
LMN Daytime Running Lamps STD			
AWH Power Window Group ✓			\$ 684.15
RBZ U-connect 430 CD/DVD/MP3/HDD			\$ 598.15
RHB U-connect 430N CD/DVD/MP3/HDD/NAV			\$ 1,261.30
AAJ U-connect Hands Free Group			\$ 593.30
LSA Security Alarm			\$ 168.15
JPR Power 8-Way Driver Seat ✓			\$ 172.00
RSC Sirius Satellite Radio Incl in RHB			
SER Load Leveling Suspension ✓			\$ 249.30
TBC Compact Spare TBT ✓			\$ 340.15
HAD Dual Zone Temperature Control			\$ (437.25)
GN5 Auto Dimming Mirrors			
JP5 One Touch Power Windows Dr side STD ✓			
XAA Rear Park Assist			\$ 215.50
Total Options			\$ 3,864.75
		TOTAL COST	\$ 25,594.13
AUTHORIZED NAME: (Print) Dennis Christina		23,655.75	
AUTHORIZED SIGNATURE:		DATE:	



MEMORANDUM

City of Pontiac
Controller's Office
47450 Woodward Avenue
Pontiac, Michigan 48342
Telephone: (248) 758-3118
Fax: (248) 758-3197

RECEIVED
2018 AUG 17 PM 12:46
PONTIAC CITY CLERK

DATE: 8/16/2018
TO: Honorable Mayor and City Council
FROM: Danielle Kelley - Controller's Office
THROUGH: Jane Bais DiSessa – Deputy Mayor
SUBJECT: 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) agreement with Oakland County.

For administering the FY 2018 Edward Byrne Department of Justice Assistance Grant (JAG), Oakland County has informed us that the City of Pontiac has been designated by the Department of Justice (DOJ) as a disparate jurisdiction for Oakland County. As a result, Oakland County will act as the fiduciary for this year's grant. The City's FY 2018 funding allocation is \$97,789 and may be utilized between the period of October 1, 2018 – September 30, 2021. Please note that the City of Pontiac was also considered a disparate jurisdiction in 2017, and from 2014 and before.

As required by Board of Justice Assistance (BJA), the purpose of this Agreement to acknowledge our intent to submit a joint application for the aggregate JAG Program funds that may be available in FY 2018. Funds from this grant are used to help pay for Sheriff overtime in relation to violent crimes.

For your information, attached is a copy of the sub-recipient agreement drafted by Oakland County's Corporation Counsel. Based on our review, it is recommended that the City Council approve the sub-recipient agreement for the administration of this grant. The following resolution is recommended:

Whereas, the City of Pontiac is eligible to receive the Edward Byrnes Justice Assistance Grant (JAG) in the amount of \$97,789; and,

Whereas, the City of Pontiac desires to accept the grant and have Oakland County submit a joint application for the aggregate JAG funds that may be available in the FY 2018.

Now therefore be it resolved, that the Pontiac City Council approves the Intergovernmental Agreement between the County of Oakland and the City of Pontiac as presented and authorizes the Mayor to sign the document as presented.

DK

Attachment

**Fiscal Year 2018 Interlocal/Subrecipient Agreement between
the County of Oakland and the City of Pontiac
Data Universal Numbering System (DUNS) #:831471144**

This Interlocal/Subrecipient Agreement (this "Agreement") is made between the Governmental Entities, Constitutional and Municipal Corporations in the State of Michigan, whose names are listed in Exhibit A.

In consideration of the mutual promises, obligations, representations and assurances in this Agreement, the Parties agree as follows:

1. Purpose of Agreement

The Parties to this Agreement, the County of Oakland and the City of Pontiac, are Governmental Entities. They have been, are, or may be certified as disparate by the Bureau of Justice Assistance (BJA) Edward Byrne Justice Assistance Grant (JAG) Program. As required by BJA, the Parties enter into this Agreement to acknowledge their intention to submit a joint application for the aggregate JAG Program funds that may be available to them in FY 2018.

2. Additional Background and Naming Conventions

- 2.1. Pursuant to an intergovernmental law enforcement services agreement, Oakland County ("County"), through its Sheriff's Department, provides law enforcement services for the City of Pontiac ("Pontiac"). The intergovernmental law enforcement services agreement sets forth the duties of the County and Pontiac and the fees Pontiac shall pay for such services.
- 2.2. In addition, by this Agreement, Pontiac authorizes, and the County agrees to assume responsibility for making application for the JAG grant on behalf of Pontiac. The County shall be solely responsible for identifying how JAG grant funds allocated to Pontiac should be used for Pontiac law enforcement purposes and complying with grant reporting and other requirements. Oakland County, through its Sheriff's Department, assumes responsibility for accepting and using JAG grant funds on behalf of the City of Pontiac.
- 2.3. In this Agreement, reference to a "Party" is reference to each and every Governmental Entity identified in Exhibit A. A reference to "Parties" is a reference to all the Governmental Entities listed in Exhibit A. Use of a Governmental Entity's proper name shall mean that Governmental Entity specifically. Use of the term "Pontiac Delegee" shall mean the County of

Oakland, acting on behalf of the City of Pontiac, for purposes of this Agreement.

3. **Definitions**

- 3.1. **Agreement** means the terms and conditions of this Agreement, any Exhibits to this Agreement, and any other mutually agreed upon written modification, amendment, or addendum signed by the Parties to this Agreement.
- 3.2. **Bureau of Justice Assistance (BJA) Edward Byrne Justice Assistance Grant (JAG) Program** means the Grant program of the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, by which Federal funds are made available to support all components of the criminal justice system, including any one or more of the following:
- Law enforcement programs, prosecution and court programs
 - Prevention and education programs
 - Corrections and community correction programs
 - Drug treatment and enforcement programs
 - Planning, evaluation, and technology improvement programs
 - Crime victim and witness programs (other than compensation)
 - Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams
- 3.3. **The Grant or Grant** means the funds awarded to the Governmental Entities pursuant to BJA Grant Application number 2018-H2855-MI-DJ submitted to the Edward Byrne Justice Assistance Grant (JAG) Program by the County of Oakland on behalf of itself and the Governmental Entities identified in Exhibit A.
- 3.4. **Disparate Certification**
For the purposes of this Agreement, a disparate allocation occurs when both a county and a municipality within that county qualify for a direct award, but the award amount for the municipality exceeds 150 percent of the county's award amount. As used in this Agreement, "certified as disparate" means that the Parties to this Agreement fit the criteria described in this section.
- 3.5. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the Fiscal Agent or Governmental Entity, as defined herein, whether such claim is brought in law, equity, tort, contract, or otherwise.
- 3.6. **Fiscal Agent** means the County of Oakland, a constitutional Corporation more fully described below.

- 3.7. **County of Oakland** (“County”) includes any and all departments, divisions, commissioners, elected and appointed officials, boards, councils, directors, board members, council members, authorities, committees, employees, agents, subcontractors, volunteers and/or any such persons' successors (“Agents”).
- 3.8. **City of Pontiac** (“Pontiac”) includes any and all departments, divisions, commissioners, elected and appointed officials, boards, councils, directors, board members, council members, authorities, committees, employees, agents, subcontractors, volunteers and/or any such persons' successors (“Agents”), and includes an emergency manager, if any.
- 3.9. **Pontiac Delegee** means the County of Oakland (“County”), through its Sheriff’s Office, which has agreed to provide law enforcement services for the City of Pontiac (Pontiac) pursuant to an intergovernmental law enforcement services agreement which sets forth the duties of Pontiac and the County and the fees Pontiac shall pay for such services. The Pontiac Delegee is authorized by this Agreement to apply for, accept, and administer JAG grant funds on behalf of Pontiac. All decisions regarding the identification of law enforcement needs for the purposes of making JAG grant application shall be made exclusively by the Pontiac Delegee.

4. **Exhibits**

- 4.1 **Exhibit A:** Governmental Entities Certified as Disparate by the Bureau of Justice Assistance for Purposes of Applying for Edward Byrne Justice Assistance Grant Funds.
- 4.2 **Exhibit B:** Grant Fund Allocations.
- 4.3 **Exhibit C:** Edward Byrne Memorial Justice Assistance Grant Program FY 2018 Local Solicitation.

5. **Terms**

- 5.1. **Pontiac Delegee Authorization.** The Pontiac Delegee is authorized by this Agreement to apply for, accept, and administer JAG grant funds on behalf of Pontiac. All decisions regarding the identification of law enforcement needs for the purposes of making JAG grant application shall be made exclusively by the Pontiac Delegee.
- 5.2. **Grant Compliance.** The County (either on its own behalf or in its capacity as Pontiac Delegee) and Pontiac agree that any and all funds granted to them pursuant to the joint Grant application to the Bureau of Justice Assistance (BJA) Edward Byrne Justice Assistance Grant (JAG) Program shall be used by them only as described in the Grant application, only according to the provisions in the Grant agreement and its amendments, if any, in accordance with all Federal statutes and regulations applicable to the Grant, in accordance with the Office of

Management and Budget (OMB) Guidance in 2 C.F.R. Part 200 (the “Part 200 Uniform Requirements”), as adopted and implemented by the Department of Justice (“DOJ”) in 2 C.F.R. Part 2800, in accordance with the DOJ Grants Financial Guide, in accordance with the Edward Byrne Memorial Justice Assistance Grant Program FY 2018 Local Solicitation (Exhibit C), and only in a manner that will serve the purposes defined in the Grant.

The County (either on its own behalf or in its capacity as Pontiac Delegee) and Pontiac must, as set out at 2 C.F.R. 200.303:

- (a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the County (either on its own behalf or in its capacity as Pontiac Delegee) and Pontiac are managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);
- (b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards;
- (c) Evaluate and monitor compliance with statutes, regulations, and the terms and conditions of Federal awards;
- (d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings;
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency, the County (either on its own behalf or in its capacity as Pontiac Delegee), or Pontiac considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and obligations of confidentiality.

5.3. **Grant Assurances, Certifications and Audit Requirements.** The County (either on its own behalf or in its capacity as Pontiac Delegee) and Pontiac agree that each of them will comply with any and all standard assurances set forth in the grant application and grant contract; will conform their behavior to the requirements set forth in the relevant United States Office of Management and Budget (OMB) circulars, the federal statutes and regulations identified in the Edward Byrne Memorial Justice Assistance Grant Program FY 2018 Local Solicitation (Exhibit C), the grant application and grant contract, and will remain in compliance with the Federal requirements regarding lobbying, debarment, responsibility, drug free environment, and non-discrimination; and, will conduct such audits as may be required by the grant application, contract and award of grant funds.

5.3.1 The Chief Legal Officer of Pontiac shall sign the “Local Government: FY 2018 Certification of Compliance with 8 U.S.C. §§ 1373 & 1644” and the

“Local Government: FY 2018 Certification Relating to 8 U.S.C. §§ 1226 (a) & (c), 1231(a)(4), 1324(a), 1357(a), & 1366(1) & (3) on behalf of Pontiac, which is attached to this Agreement as Appendix B and Appendix C to Exhibit C.

5.3.2 The Chief Executive of Pontiac shall sign the “Certifications and Assurances by the Chief Executive of the Applicant Government” on behalf of Pontiac, which is attached to this Agreement as Appendix A to Exhibit C.

5.3.3 The Chief Executive or Financial Officer of Pontiac shall complete and sign the “OJP Financial Management and System of Internal Controls Questionnaire,” which is referenced and hyperlinked on page 16 of Exhibit C.

5.3.4 Pontiac shall provide responses to the questions in Appendix E (“Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)”) to Exhibit C.

5.3.5 Pontiac shall complete and sign the “Disclosure of Lobbying Activities form (SF-LLL),” which is referenced and hyperlinked on page 27 of Exhibit C.

5.3.6 Pontiac shall complete the Disclosure of Pending Applications that is described on pages 28-29 of Exhibit C.

5.4. **Subrecipient Agreement Requirement.** The County and Pontiac acknowledge that in order to be eligible for the JAG funds, the Federal Government requires them to enter into this Agreement setting forth their obligations regarding the management and oversight of Grant funds.

5.5. **Subrecipient Agreement Compliance.** The County (either on its own behalf or in its capacity as Pontiac Delegee) and Pontiac agree to abide by the terms and conditions set forth in this Agreement relating to any and all aspects of the Grant and management of Grant funds, including but not limited to: receipt of Grant funds; use of Grant funds; reporting on the use of Grant funds and the effectiveness of Grant funds in achieving the purposes for which they were granted. The County (either on its own behalf or in its capacity as Pontiac Delegee) and Pontiac shall comply with all other requirements established now, or in the future, by the BJA and as may be required by the BJA or the Fiscal Agent to achieve the smooth and efficient administration of the Grant, including, but not limited to, the timely filing of reports as required by the BJA and management of property and assets acquired with Grant funds.

5.6. **Allocation and Obligation of Grant Funds.** Any funds granted to the Parties by

the Department of Justice under the JAG Grant shall be allocated and expended only as prescribed and permitted by the JAG Grant. Funds allocated for Pontiac and administered by the Pontiac Delegee shall be directed to and used for law enforcement goals and objectives within Pontiac. For the grant period October 1, 2017 through September 30, 2021, the total Federal Grant obligation and allocation for Pontiac and administered by the Pontiac Delegee is ninety seven thousand, seven hundred eighty-nine (\$97,789.00). The sum obligated and allocated to each Party is set forth in Exhibit B which is fully incorporated herein by reference. The sum allocated for each Party may be expended over the four (4) year grant period which extends through 2021. Any interest earned on funds shall inure to the benefit of the County (either on its own behalf or in its capacity as Pontiac Delegee).

- 5.7. **Dispersal of Grant Funds.** The County agrees to act as Fiscal Agent for any funds granted to the County (either on its own behalf or in its capacity as Pontiac Delegee) pursuant to their joint Grant application, including initial acceptance of funds from the BJA and the dispersal of Grant funds up to the amounts established by BJA. The County will not charge an administrative fee for acting as Fiscal Agent pursuant to this Agreement.
- 5.8. **Reporting Obligations.**
- a. The County (either on its own behalf or in its capacity as Pontiac Delegee) shall be fully responsible for timely completing any and all compliance reports required by BJA or timely providing information, in the agreed-upon format, necessary to complete any and all BJA compliance reports that are or may be required under the Grant.
 - b. The County, when acting as Fiscal Agent, agrees that, provided it has received the required reporting information, it shall be responsible for submitting to BJA any and all reports and information that may be required in order to fulfill the conditions of the Grant in a timely manner that fully comports with the requirements of the Grant. The County will produce reports on the individual and collective expenditure of Grant funds and remaining balance at least annually.
 - c. The County, acting as Fiscal Agent, shall notify Pontiac, at the end of the County's fiscal year, of the dollar amount of Grant Program funds released to or for the benefit of Pontiac for that fiscal year. This amount shall include the dollar amount for equipment purchased with Grant Program funds by the County on behalf of Pontiac.
 - d. Pontiac shall comply with 2 CFR Part 200.501 Audit Requirements.
 - e. Pontiac shall acquire registration with the System for Award Management (SAM). SAM is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. The Office of Justice Program (OJP) requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Applicants must update or renew their SAM registration annually to maintain an active status. Information about SAM registration procedures can

be accessed at www.sam.gov.

- 5.9. **Communication.** The County (either on its own behalf or in its capacity as Pontiac Delegee) agrees, upon request, to provide summary information on its compliance with Grant requirements to Pontiac and to provide other information that may be required to ensure that the County, as original recipient of the Grant funds, is able to perform all tasks and activities necessary to satisfy its obligations as Fiscal Agent under the Grant.
- 5.10. **Equipment and Property Acquisition.**
- 5.10.1 If Grant funds are provided to the County (either on its own behalf or in its capacity as Pontiac Delegee) to purchase equipment or property, the County shall be responsible for procuring and paying for the equipment according to the County's procurement policies or as otherwise required by the Grant agreement.
- 5.10.2 If the County is acting on its own behalf, it shall accept title to the equipment at delivery. If the County is acting as Pontiac Delegee, the County shall accept and retain title to the equipment for as long as the County is providing law enforcement services for Pontiac.
- 5.10.3 The County (either on its own behalf or in its capacity as Pontiac Delegee) shall be responsible for creating, maintaining and updating a list/inventory of all equipment purchased with Grant funds, beginning on the date on which title to the property is transferred to the County (either on its own behalf or in its capacity as Pontiac Delegee) and ending three (3) years after the Grant has expired.
- 5.11. **Hiring Employees.** The County (either on its own behalf or in its capacity as Pontiac Delegee) shall complete such reporting requirements regarding hiring as may be set forth in the grant agreement that will be executed by the County and is the subject of this Agreement. The County (either on its own behalf or in its capacity as Pontiac Delegee) agrees to provide, as required by the Grant agreement, salary certifications and any other detail that may be required for each and every position.
- 5.12. **Research and Development.** No JAG funds will be used for Research and Development.
- 5.13. **Indirect Costs.** No indirect costs shall be charged or reimbursed under performance of this Agreement.
- 5.14. **Methods for collection, transmission and storage of information.** Pontiac should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or

on paper in accordance with 2 CFR 200.335 - Methods for collection, transmission and storage of information.

5.15. **Retention Requirements for Records.** Financial records, supporting documents, statistical records, and all other records of Pontiac pertinent to this Agreement must be retained for a period of three years from the date of submission of the final expenditure report. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

5.16. **Access to Records.** The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the County, or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of Pontiac which are pertinent to this Agreement or the Grant, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to Pontiac's personnel for the purpose of interview and discussion related to such documents. The right of access to Pontiac's records is not limited to the required retention period but last as long as the records are retained.

Pontiac shall permit the County and auditors to have access to Pontiac's records and financial statements as necessary for the Grantee to complete program monitoring and to meet the requirements in 2 CFR 200.331, 200.300 - 200.309, and Subpart F of 2 CFR Part 200.

5.17. **Remedies for Noncompliance.** If Pontiac fails to comply with federal statutes, regulations or the terms and conditions of this Agreement, the County may impose additional conditions, as described in 2 CFR §200.207 Specific Conditions. If the County determines that noncompliance cannot be remedied by imposing additional conditions, the County may take one or more of the following actions, as appropriate in the circumstances:

- (a) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- (b) wholly or partly suspend or terminate the Agreement;
- (c) recommend that the Federal awarding agency initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations;
- (d) withhold further funds for the project or program;
- (e) take other remedies that may be legally available.

5.18. **Closeout.** The County shall close-out this Agreement when it determines that all applicable administrative actions and all required work under this Agreement have been completed by Pontiac. Pontiac shall comply with the closeout provisions of 2 C.F.R. 200.343 (Closeout).

- 5.19. **Duration.** Unless terminated according to the provisions of Sections 5.17 or 5.21 or extended by a signed Amendment to this Agreement, this Agreement shall expire by its own terms at 11:59:59 on September 30, 2021.
- 5.20. **Office of the Great Seal.** The County will file a copy of this Agreement with the Clerk of the County of Oakland and the Office of the Great Seal of the State of Michigan, as required by MCL 124.510, after it has been approved pursuant to resolution of the authorized legislative body of the County and Pontiac and signed by its authorized representative. Authorization may also be granted by the signature of an emergency manager, if any.
- 5.21. **Termination for Convenience.**
- a. The County, acting on its own behalf, may terminate this Agreement on 30 days written notice provided it fully and completely withdraws from participation in the BJA Grant. Termination does not release the County from complying with the terms and conditions of the Grant until the date of termination or for any other period specifically required by BJA.
 - b. Termination of this Agreement does not release the County (either on its own behalf or in its capacity as Pontiac Delegee) or Pontiac from any obligations they may have to the Grantor under the Grant application or Grant agreement or as otherwise required by the BJA.
- 5.22. **Assumption of Liability.** A Party who is non-compliant with the Grant requirements assumes sole risk and liability for its non-compliance including liability for any penalties that may be imposed by the BJA or other department or agency of the Federal Government because of its alleged non-compliance. A non-compliant Party agrees that it will refrain from any actions to shift or assign liability or responsibility for its non-compliance onto other Parties to this Agreement.
- The County shall not be responsible or liable to Pontiac if any of the JAG funds obligated or allocated to Pontiac, as provided in this Agreement, are not awarded, are disallowed, are ineligible, or are required to be refunded or returned to the BJA, for any reason. Any ineligible Grant obligations or disallowed costs incurred by Pontiac shall be the sole responsibility of Pontiac.
- 5.23. **Non-Supplanting.** The County (either on its own behalf or in its capacity as Pontiac Delegee) and Pontiac, by entering into this Agreement, warrant and represent that the funds for which the County will apply on their behalf will not supplant or replace other state or local funding allocated to cover the identified services.
- 5.24. **Other Grant Warranties.** The County (either on its own behalf or in its capacity as Pontiac Delegee) and Pontiac warrant and certify that they are in compliance with the warranties and certifications required in the Grant application. Pontiac authorizes the County to make such warranties and certifications on its behalf.

The County (either on its own behalf or in its capacity as Pontiac Delegee) and Pontiac will fully comply with the warranties and certifications throughout the term of the Grant and this Agreement. Notwithstanding the above, Pontiac and its Chief Legal Officer are solely responsible for certifying and warranting that Pontiac will comply with 8 U.S.C. §§ 1373, 1644, 1226(a) & (c), 1231(a)(4), 1324(a), 1357(a), & 1366(1) & (3).

- 5.25. **No Employee-Employer Relationship.** Nothing in this Agreement shall be construed as creating an employer-employee relationship between any Party (including any of its Agents or delegees) and any other Party (including any of its Agents or delegees).
- 5.26. **No Indemnification.** The County, on its own behalf, shall be responsible for its own acts and/or omissions and the acts and/or omissions of its Agents. Indemnification between Pontiac and the County is as set forth in the law enforcement services agreement between them. Nothing in this Agreement shall be construed as creating an obligation to indemnify or defend any other Party or Parties for any Claim, damage or liability arising out of or stemming from any act or action of a Party or delegee.
- 5.27. **No Third Party Beneficiaries.** Except as provided for the benefit of the County (either on its own behalf or in its capacity as Pontiac Delegee) and Pontiac, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation and/or any other right in favor of any other person or entity.
- 5.28. **Reservation of Rights.** This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the County (either on its own behalf or in its capacity as Pontiac Delegee) and Pontiac. Nothing in this Agreement shall be construed as a waiver of governmental immunity.
- 5.29. **Agreement Modifications or Amendments.** Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and signed by the County (either on its own behalf or in its capacity as Pontiac Delegee) and Pontiac.
- 5.30. **No Implied Waiver.** Absent a written waiver, no act, failure, or delay to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by any Party shall subsequently affect its right to require strict performance of this Agreement.

- 5.31. **Severability.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force and effect.
- 5.32. **Discrimination.** The County (either on its own behalf or in its capacity as Pontiac Delegee) and Pontiac shall not discriminate against their employees, agents, applicants for employment, or another person or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
- 5.33. **Permits and Licenses.** The County (either on its own behalf or in its capacity as Pontiac Delegee) and Pontiac shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.
- 5.34. **Delegation/Subcontract/Assignment.** The County (either on its own behalf or in its capacity as Pontiac Delegee) and Pontiac shall not delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the BJA Edward Byrne Justice Assistance Grant (JAG) Program and notice of such consent to the County acting as Fiscal Agent.
- 5.35. **Survival of Terms.** The following sections shall survive termination of this Agreement: Grant Compliance; Reporting Obligations; Retention Requirements for Records; Access to Records; Reservation of Rights; Governing Law; Severability; No Indemnification; Equipment and Property Acquisition; Closeout; and Survival of Terms.
- 5.36. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 5.37. **Knowledge of Terms and Conditions.** The County (either on its own behalf or in its capacity as Pontiac Delegee) and Pontiac have fully reviewed the terms, conditions and requirements of the Grant and this Agreement and accept that the obligations set forth in those terms, conditions and requirements apply fully and completely to them regardless of the amount of each individual Grant or percentage of the full dollar amount granted by BJA. The County (either on its own behalf or in its capacity as Pontiac Delegee) and Pontiac each acknowledges its obligation to fulfill those conditions, requirements, and obligations in order to comply with Grant requirements.
- 5.38. **Notice.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class

U.S. mail, postage prepaid and addressed to the contact persons listed in Exhibit A. Notice will be deemed given on the date when one of the following first occurs: 1) the date of actual receipt; 2) the next business day when notice is sent express delivery service or personal delivery; or 3) three days after mailing first class or certified U.S. mail. A Party may change the contact person by notifying the other Party in writing.

- 5.39. **Governing Law.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan, without regard to Michigan's conflict of laws provisions.
- 5.40. The County (either on its own behalf or in its capacity as Pontiac Delegee) and Pontiac have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of The County (either on its own behalf or in its capacity as Pontiac Delegee) and Pontiac have legal authority to sign this Agreement and bind the Parties to the terms and conditions it contains.
- 5.41. **Entire Agreement.** This Agreement represents the entire Agreement between the Parties for JAG grant applications for fiscal year 2018 and supersedes all other Agreements between The County (either on its own behalf or in its capacity as Pontiac Delegee) and Pontiac governing the matters described here, limited to JAG Grant Application Number 2018-H2855-MI-DJ for fiscal year 2018. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, pursuant to the requirements of the Edward Byrne Justice Assistance Grant (JAG) Program that, in order to make application for Grant funds that may be available, the Parties enter into this Agreement.

For the City of Pontiac

(print name)_____

Date

For the County of Oakland:

(print name)_____

Date

Exhibit A

**List of Governmental Entities Certified as Disparate by the Bureau of Justice Assistance
for Purposes of Applying for Edward Byrne Justice Assistance Grant Funds**

<u>State</u>	<u>Jurisdiction Name</u>
MI	OAKLAND COUNTY
MI	PONTIAC CITY

Exhibit B
Grant Fund Allocations

<u>Jurisdiction Name</u>	<u>Allocation</u>
OAKLAND COUNTY	\$26,711
PONTIAC CITY	<u>\$97,789</u>
TOTAL	\$124,500

Exhibit C

**Edward Byrne Memorial Justice Assistance Grant Program
FY 2018 Local Solicitation**

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is seeking applications for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2018 Local Solicitation

Applications Due: August 22, 2018

Eligibility

Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., a mayor) properly executes, and the unit of local government submits, the "Certifications and Assurances by Chief Executive of Applicant Government" attached to this solicitation as Appendix A.

In addition, as discussed further below, in order to validly accept a Fiscal Year (FY) 2018 JAG award, the chief legal officer of the applicant unit of local government must properly execute, and the unit of local government must submit, the specific certifications regarding compliance with certain federal laws attached to this solicitation as Appendix B and Appendix C. (Note: this requirement does not apply to Indian tribal governments.) (The text of the relevant federal laws appears in Appendix D.)

Eligible allocations under JAG are posted annually on the JAG web page.

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Deadline

Applicants must register in the OJP Grants Management System (GMS) at <https://grants.ojp.usdoj.gov/> prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the "Apply Online" button associated with the solicitation title. All registrations and applications are due by 5 p.m. eastern time on August 22, 2018.

For additional information, see How to Apply in Section D. Application and Submission Information.

Contact Information

For technical assistance with submitting an application, contact the Grants Management System Support Hotline at 888-549-9901, option 3, or via email at GMS.HelpDesk@usdoj.gov. The GMS Support Hotline operates 24 hours a day, 7 days a week, including on federal holidays.

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the National Criminal Justice Reference Service (NCJRS) Response Center at grants@ncjrs.gov **within 24 hours after the application deadline** in order to request approval to submit its application. Additional information on reporting technical issues appears under "Experiencing Unforeseen GMS Technical Issues" in How to Apply in Section D. Application and Submission Information.

For assistance with any other requirement of this solicitation, applicants may contact the NCJRS Response Center by telephone at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); by email at grants@ncjrs.gov; by fax to 301-240-5830, or by web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date. Applicants also may contact the appropriate BJA State Policy Advisor.

Release date: July 20, 2018

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Edward Byrne Memorial Justice Assistance (JAG) Grant Program FY 2018 Local Solicitation CFDA #16.738

A. Program Description

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. BJA will award JAG Program funds to eligible units of local government under this FY 2018 JAG Program Local Solicitation. (A separate solicitation will be issued for applications to BJA directly from states.)

Statutory Authority: The JAG Program statute is Subpart I of Part E of Title I of the Omnibus Crime Control and Safe Streets Act of 1968. Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10158), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

Program-specific Information

Permissible uses of JAG Funds – In general

In general, JAG funds awarded to a unit of local government under this FY 2018 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for **criminal justice**, including any one or more of the following:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams

Additionally, JAG funds awarded to a unit of local government under this FY 2018 solicitation may be used for any purpose indicated in Appendix F.

In connection with all of the above purposes (including those indicated in the appendix), it should be noted that the statute defines “criminal justice” as “activities pertaining to crime

prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency."

Under the JAG Program, units of local government may also use award funds for broadband deployment and adoption activities as they relate to criminal justice activities.

Limitations on the use of JAG funds

Prohibited uses of funds – JAG funds may not be used (whether directly or indirectly) for any purpose prohibited by federal statute or regulation, including those purposes specifically prohibited by the JAG Program statute as set out at 34 U.S.C. § 10152.

JAG funds may not be used (directly or indirectly) for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, **JAG funds may not be used (directly or indirectly) to pay for any of the following items unless the BJA Director certifies that extraordinary and exigent circumstances exist**, making them essential to the maintenance of public safety and good order:

- Vehicles, vessels, or aircraft*
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Any similar items

***Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification.**

For information related to requesting a waiver to obtain BJA certification for a listed prohibited item, or for examples of allowable vehicles that do not require BJA certification, refer to the [JAG FAQs](#).

Cap on use of JAG award funds for administrative costs – Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award.

Prohibition of supplanting; no use of JAG funds as match – JAG funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities. See the [JAG FAQs](#) for examples of supplanting.

Although supplanting is prohibited, as discussed under [What An Application Should Include](#), the leveraging of federal funding is encouraged.

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for the purposes of other federal awards.

Other restrictions on use of funds – If a unit of local government chooses to use its FY 2018 JAG funds for particular, defined types of expenditures, it must satisfy certain preconditions:

- **Body-Worn Cameras (BWC)**

A unit of local government that proposes to use FY 2018 JAG award funds to purchase BWC equipment, or to implement or enhance BWC programs, must provide OJP with a certification(s) that each unit of local government law enforcement agency receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: <https://www.bja.gov/Funding/BodyWornCameraCert.pdf>.

A unit of local government that proposes to use JAG funds for BWC-related expenses will have funds withheld until the required certification is submitted and approved by OJP. If the unit of local government proposes to change project activities to utilize JAG funds for BWC-related expenses after the award is accepted, the unit of local government must submit the signed certification to OJP at that time.

Further, before making any subaward for BWC-related expenses, the unit of local government JAG recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the unit of local government JAG recipient, and made available to OJP upon request.

The BJA BWC Toolkit provides model BWC policies and best practices to assist departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the Body-Worn Camera Policy and Implementation Program (BWC Program). The BWC Program allows jurisdictions to develop and implement policies and practices required for effective program adoption and address program factors, including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested units of local government may wish to refer to the [BWC web page](#) for more information. Units of local government should note, however, that JAG funds may not be used as any part of the 50 percent match required by the BWC Program.

- **Body Armor**

Body armor purchased with FY 2018 JAG funds may be purchased at any threat level designation, make, or model from any distributor or manufacturer, as long as the body armor has been tested and found to comply with the latest applicable [National Institute of Justice \(NIJ\) ballistic or stab standards](#). Further, body armor purchased with FY 2018 JAG funds must be made in the United States, and must be “uniquely fitted.” See 34 U.S.C. § 10202(c)(1)(A). For a definition of “uniquely fitted” and more information about requirements associated with body armor purchases, see the [JAG FAQs](#).

A unit of local government that proposes to use FY 2018 JAG award funds to purchase body armor must provide OJP with a certification(s) that each unit of local government law enforcement agency receiving body armor has a written “mandatory wear” policy in effect. See 34 U.S.C. § 10202(c). The certification form related to mandatory wear can be found at: www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf.

A unit of local government that proposes to use JAG funds to purchase body armor will have funds withheld until the required certification is submitted and approved by OJP. If the unit of local government proposes to change project activities to utilize JAG funds to purchase body armor after the award is accepted, the unit of local government must submit the signed certification to OJP at that time.

Further, before making any subaward for the purchase of body armor, the unit of local government JAG recipient must collect a completed mandatory wear certification from the proposed subrecipient. Any such certifications must be maintained by the unit of local government JAG recipient, and made available to OJP upon request.

A mandatory wear concept and issues paper and a model policy are available at the BVP Customer Support Center, at vests@usdoj.gov or toll free at 1-877-758-3787. Additional information and FAQs related to the mandatory wear policy and certifications can be found at <https://www.bja.gov/Funding/JAGFAQ.pdf>.

Apart from the JAG program, BJA provides funds under the Bulletproof Vest Partnership (BVP) Program. The BVP Program is designed to provide a critical resource to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and application, refer to the [BVP web page](#). Units of local government should note, however, that JAG funds may not be used as any part of the 50 percent match required by the BVP Program. *It is also important to note that eligibility for the BVP Program is impacted by a local jurisdiction's use of funds under a local JAG award to purchase body armor.* For additional information on the BVP Program, and eligibility restrictions related to receipt of JAG funding, review the [BVP FAQs](#).

▪ Interoperable Communications

Units of local government (and subrecipients) that use FY 2018 JAG funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission Waiver Order) should review [FY 2018 SAFECOM Guidance](#). The SAFECOM Guidance is updated annually to provide current information on emergency communications policies, eligible costs, best practices, and technical standards for state, local, tribal, and territorial grantees investing federal funds in emergency communications projects. Additionally, emergency communications projects funded with FY 2018 JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the fulltime Statewide Interoperability Coordinator (SWIC) in the state of the project. As the central coordination point for their state's interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of SWICs for each of the states and territories. Contact OEC@hq.dhs.gov. All communications equipment purchased with FY 2018 JAG Program funding should be identified during quarterly performance metrics reporting.

Further, information sharing projects funded with FY 2018 JAG funds must comply with DOJ's [Global Justice Information Sharing Initiative](#) guidelines, as applicable, in order to

promote information sharing and enable interoperability among disparate systems across the justice and public safety community. Recipients (and subrecipients) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://www.it.ojp.gov/gsp_grantcondition. Recipients (and subrecipients) will be required to document planned approaches to information sharing and describe compliance to the GSP and an appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

For JAG applicants considering implementing communications technology projects, it is worthwhile to consider the First Responder Network Authority (FirstNet) program. The Middle Class Tax Relief and Job Creation Act of 2012 (47 U.S.C. §§ 1401 *et seq.*) established FirstNet as an independent authority within the National Telecommunications and Information Administration. FirstNet's statutory mission is to take all actions necessary to ensure the establishment of a nationwide public safety broadband network (NPSBN). The NPSBN will use the 700 MHz D block spectrum to provide Long-Term Evolution (LTE)-based broadband services and applications to public safety entities. The network is based on a single, national network architecture that will evolve with technological advances and initially consist of a core network and radio access network. While mission critical voice communications will continue to occur on land mobile radio, in time, FirstNet is expected to provide the public safety entities with mission critical broadband data capabilities and services including, but not limited to: messaging; image sharing; video streaming; group text; voice; data storage; applications; location-based services; and quality of service, priority, and preemption. This reliable, highly secure, interoperable, and innovative public safety communications platform will bring 21st century tools to public safety agencies and first responders, allowing them to get more information quickly and helping them to make faster and better decisions. For more information on FirstNet services, the unique value of the FirstNet network to public safety, and how to subscribe for the FirstNet service once your state or territory opts in, visit www.FirstNet.gov. To learn about FirstNet's programs and activities, including its consultation and outreach with public safety, the state plan's process, FirstNet's history and promise, and how it plans to ensure the FirstNet network meets the needs of public safety—every day and in every emergency—visit www.FirstNet.gov or contact info@firstnet.gov.

- DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database
If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the FBI) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not acceptable for entry into CODIS.

- Entry of Records into State Repositories
As appropriate and to the extent consistent with law, a condition may be imposed that would require the following: With respect to any "program or activity" that receives federal financial assistance under this solicitation that is likely to generate or upgrade court dispositions or other records that are relevant to National Instant Background Check System (NICS) determinations, a system must be in place to ensure that all such

NICS-relevant dispositions or records that are generated or upgraded are made available in timely fashion to state repositories/databases that are accessed by NICS.

Requirements specific to “disparate” jurisdictions

According to the JAG program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See 34 U.S.C. § 10156(d)(4). Three different types of disparities may exist:

- The first type is a zero-county disparity. This situation exists when one or more municipalities within a county are eligible for a direct award but the county is not; yet the county is responsible for providing criminal justice services (such as prosecution and incarceration) for the municipality. In this case, the county is entitled to part of the municipality’s award because it shares the cost of criminal justice operations, although it may not report crime data to the FBI. This is the most common type of disparity.
- A second type of disparity exists when both a county and a municipality within that county qualify for a direct award, but the award amount for the municipality exceeds 150 percent of the county’s award amount.
- The third type of disparity occurs when a county and multiple municipalities within that county are all eligible for direct awards, but the sum of the awards for the individual municipalities exceeds 400 percent of the county’s award amount.

Jurisdictions identified by BJA as disparate must identify a fiscal agent that will submit a joint application for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to: www.bja.gov/Funding/JAGMOU.pdf.

Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. Unless specified differently, any reference in this solicitation to “applicant” or “recipient” includes each fiscal agent applying on behalf of a disparate group. Further, “subrecipients” includes those disparate jurisdictions that receive award funding from the fiscal agent, rather than directly from OJP.

Required compliance with applicable federal laws

By law, the chief executive (e.g., the mayor) of each unit of local government that applies for an FY 2018 JAG award must certify that the unit of local government will “comply with all provisions of [the JAG Program statute] and all other applicable Federal laws.” To satisfy this requirement, each unit of local government applicant must submit three properly executed certifications using the forms shown in Appendices A, B, and C.

All applicants should understand that OJP awards, including certifications provided in connection with such awards, are subject to review by DOJ, including by OJP and by the DOJ Office of the Inspector General. Applicants also should understand that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in a

certification submitted to OJP in support of an application may be the subject of criminal prosecution, and also may result in civil penalties and administrative remedies for false claims or otherwise. Administrative remedies that may be available to OJP with respect to an FY 2018 award include suspension or termination of the award, placement on the DOJ high risk grantee list, disallowance of costs, and suspension or debarment of the recipient.

National Incident-Based Reporting System (NIBRS) 3 percent set-aside

In FY 2016, the Federal Bureau of Investigation (FBI) formally announced its intention to sunset the Uniform Crime Reporting (UCR) Program's traditional Summary Reporting System (SRS) and replace it with the UCR Program's National Incident-Based Reporting System (NIBRS). By January 1, 2021, the FBI intends for NIBRS to be the law enforcement crime data reporting standard for the nation.

By statute, JAG Program awards are calculated using summary Part 1 violent crime data from the FBI's UCR Program. See 34 U.S.C. § 10156. Once SRS has been replaced by NIBRS, JAG award amounts will be calculated using NIBRS data. In preparation for the FBI's 2021 NIBRS compliance deadline, beginning in FY 2018, BJA is requiring, through the application of a special condition, that direct JAG award recipients not certified by their state (or, as applicable, the FBI) as NIBRS compliant to dedicate 3 percent of their JAG award toward achieving full compliance with the FBI's NIBRS data submission requirements under the UCR Program. The 3 percent requirement will assist state and local jurisdictions in working toward compliance to ensure they continue to have critical criminal justice funding available through JAG when SRS is replaced by NIBRS in FY 2021.

The requirement for a NIBRS set-aside will be applicable to all jurisdictions in a disparate group, but will not otherwise be applied to subawards. That is, the unit of local government serving as fiscal agent for a disparate group will be required by special condition to require each of the other jurisdictions in the disparate group to set aside 3 percent of FY 2018 JAG funds received by that jurisdiction to be used for NIBRS compliance activities, unless that jurisdiction receives a waiver from the BJA Director, as described below. Units of local government must clearly indicate in their application narratives and budgets what projects will be supported with this 3 percent set-aside.

The following are examples of costs and projects that relate to NIBRS implementation at the state or local level that could be funded under the JAG Program: software, hardware, and labor that directly support or enhance a state or agency's technical capacity for collecting, processing, and analyzing data reported by local law enforcement (LE) agencies and then submitting NIBRS data to the FBI; training personnel responsible for the state's Incident Based Reporting (IBR) program on receiving, processing, analyzing, and validating incident-based data from local LE agencies in their state; training local agencies in how to collect and submit NIBRS data; and technical assistance for LE agency personnel responsible for (1) managing the agency's crime incident data, (2) processing and validating the data, and (3) extracting and submitting IBR data to the state UCR Program, according to the states, and/or directly to the FBI, according to the NIBRS standard.

Units of local government that have been certified as NIBRS compliant by their state, or directly by the FBI, may submit a waiver to the BJA Director requesting an exemption from the 3 percent set-aside requirement. The waiver request from an appropriate local official must clearly state that the unit of local government has been certified as NIBRS compliant by their state, or directly by the FBI, and should be submitted with the application, or, as appropriate, through request for a Grant Adjustment Notice after an award is made. In any instance in which a waiver

request is submitted, the unit of local government must retain documentation on file that demonstrates the state or FBI certification of NIBRS-compliance. Such documentation must be made available for BJA review, upon request. The BJA Director will review all requests for waivers. If approved, states will not be subject to the 3 percent set-aside requirement.

Note: U.S. Territories and tribal jurisdictions will not be subject to the 3 percent set-aside for NIBRS-compliance until FY 2019. Tribal jurisdictions and the five U.S. territories are strongly encouraged to dedicate a portion of JAG funding to NIBRS conversion; however, this is not a requirement for FY 2018 JAG funding. Utilizing this phased-in approach will allow the territories and tribal jurisdictions to plan for the change in funding direction and provide BJA with time to coordinate or provide any necessary technical assistance surrounding this topic.

BJA Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments, and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation between federal, state, and local law enforcement. BJA intends to focus much of its work on the areas of emphasis described below, and encourages each recipient of an FY 2018 JAG award to join federal law enforcement agencies in addressing these challenges.

Reducing Violent Crime – Recognizing that crime problems, including felonious possession and use of a firearm and/or gang violence, illegal drug sales and distribution, human trafficking, and other related violent crime, vary from community to community, BJA encourages states to tailor their programs to the local crime issues, and to be data-informed in their work. States should consider investing JAG funds in programs to combat gun violence, and to improve the process for ensuring that persons prohibited from purchasing guns (see, e.g., 18 U.S.C. § 922(g)) are prevented from doing so, by utilizing technology such as eTrace and NIBIN to analyze evidence as well as by enhancing complete, accurate, and timely reporting to the FBI's NICS. States are also encouraged to coordinate with United States Attorneys Offices and Project Safe Neighborhood (PSN) grantees in order to leverage funding for violence reduction projects, and to coordinate their law enforcement activities with those of federal law enforcement agencies, such as the FBI, the Bureau of Alcohol, Tobacco, Firearms, and Explosives, the Drug Enforcement Administration, and the Department of Homeland Security.

Officer Safety and Wellness – The issue of law enforcement safety and wellness is an important priority for BJA and DOJ. According to the *Preliminary 2017 Law Enforcement Officer Fatalities Report*, released by the National Law Enforcement Officers Memorial Fund (NLEOMF), as of December 28, 2017, there were 128 law enforcement line-of-duty deaths nationwide in 2017. Firearms-related deaths were the second leading cause of law enforcement deaths (44) in 2017, according to the NLEOMF report. Of those deaths, the leading circumstance was officers shot while responding to a domestic disturbance (7), followed by traffic enforcement, investigative activities, and dealing with a suspicious person or vehicle—6 instances in each circumstance. Additionally, deaths due to circumstances other than firearms- or traffic-related deaths increased by 61 percent in 2017, with 37 deaths compared to 23 in 2016. Sixteen of those deaths were due to job-related illnesses, including 10 due to heart attacks.

Based on the latest reports (2016 and 2015) from the FBI's *Law Enforcement Officers Killed and Assaulted* (LEOKA) data, there appeared to be a continuing increase in assaults between 2015 and 2016. There were 57,180 assaults in 2016 versus 50,212 in 2015. Of those, 16,535 resulted in officer injuries in 2016 compared to 14,281 in 2015. The 2016 LEOKA reports that

there were 17 officers killed in ambush situations, which is an increase from 2015 when 4 officers were killed in ambush situations.

BJA sees a vital need to focus not only on tactical officer safety concerns, but also on health and wellness as they affect officer performance and safety. It is important for law enforcement to have the tactical skills necessary, and also be physically and mentally well, to perform, survive, and be resilient in the face of the demanding duties of the profession. BJA encourages states to use JAG funds to address these needs by providing training, and paying for tuition and travel expenses related to attending trainings such as those available through the BJA VALOR Initiative, as well as funding for health and wellness programs for law enforcement officers.

Border Security – Securing U.S. borders (and internationally accessible waterways and -airports) is critically important to the reduction and prevention of transnational drug-trafficking networks and combating all forms of human trafficking within the United States (including sex and labor trafficking of foreign nationals and U.S. citizens of all sexes and ages). Smuggling and trafficking operations to, from and within the United States contribute to a significant increase in violent crime and U.S. deaths. BJA encourages units of local government to enhance border, waterway, and port security by using JAG funds to support law enforcement hiring, training, and technology enhancement, as well as cooperation and coordination among federal, state, local, and tribal law enforcement agencies.

Collaborative Prosecution and Law Enforcement – BJA supports strong partnerships between prosecutors and law enforcement, at all levels of government, in order to help take violent offenders off the street. BJA strongly encourages state and local law enforcement agencies to foster strong partnerships with federal law enforcement agencies, and with their own prosecutors, as well as federal prosecutors, to adopt new, cost-effective, collaborative strategies to reduce crime, particularly violent crime. (BJA's Innovative Prosecution Solutions Initiative is a related effort to promote partnerships between prosecutors and researchers to develop and deliver effective, data-driven, evidence-based strategies to solve chronic problems and fight crime.)

Objectives and Deliverables

In general, the FY 2018 JAG Program is designed to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass-through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to criminal justice.

As discussed in more detail in the General Information about Post-federal Award Reporting Requirements discussion, a state that receives an FY 2018 JAG award will be required to produce various types of reports and to submit data related to performance measures and accountability. The objectives and deliverables are directly related to the JAG Program accountability measures at <https://bjapmt.ojp.gov/help/jagdocs.html>.

Evidence-based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

- Improving the quantity and quality of evidence OJP generates.

- Integrating evidence into program, practice, and policy decisions within OJP and the field.
- Improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based. The OJP CrimeSolutions.gov website at <https://www.crimesolutions.gov/> is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services.

A useful matrix of evidence-based policing programs and strategies is available through BJA's Matrix Demonstration Project. BJA offers a number of program models designed to effectively implement promising and evidence-based strategies through the BJA "Innovation Suite" of programs including Innovations in Policing, Prosecution, Supervision, Reentry, and others (see <https://www.bja.gov/Programs/CRPPE/innovationssuite.html>). BJA encourages states to use JAG funds to support these "crime innovation" strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

Information Regarding Potential Evaluation of Programs and Activities

The Department of Justice has prioritized the use of evidence-based programming and deems it critical to continue to build and expand the evidence informing criminal and juvenile justice programs and crime victim services to reach the highest level of rigor possible. Therefore, applicants should note that OJP may conduct or support an evaluation of the programs and activities funded under this solicitation. Recipients and subrecipients will be expected to cooperate with program-related assessments or evaluation efforts, including through the collection and provision of information or data requested by OJP (or its designee) for the assessment or evaluation of any activities and/or outcomes of those activities funded under this solicitation. The information or data requested may be in addition to any other financial or performance data already required under this program.

BJA Success Stories

The BJA-sponsored Success Stories web page features projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. This web page is a valuable resource for states, localities, territories, tribes, and criminal justice professionals who seek to identify and learn about JAG and other successful BJA-funded projects linked to innovation, crime reduction, and evidence-based practices. **BJA strongly encourages the recipient to submit success stories annually (or more frequently).**

If a state has a success story it would like to submit, it may be submitted through My BJA account, using "add a Success Story" and the Success Story Submission form. Register for a My BJA account using this registration link.

B. Federal Award Information

BJA estimates that it will make up to 1,147 local awards totaling an estimated \$84,500,000.

Awards of at least \$25,000 are 4 years in length, and performance periods will be from October 1, 2017 through September 30, 2021. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via GMS no fewer than 30 days prior to the grant end date.

Awards of less than \$25,000 are 2 years in length, and performance periods will be from October 1, 2017 through September 30, 2019. Extensions of up to 2 years can be requested for these awards via GMS no fewer than 30 days prior to the grant end date, and will be automatically granted upon request.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

Type of Award

BJA expects that any award under this solicitation will be in the form of a grant. See Statutory and Regulatory Requirements; Award Conditions, under Section F. Federal Award Administration Information, for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

JAG awards are based on a statutory formula as described below:

Once each fiscal year's overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process, which, in general, consists of:

- (1) Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
- (2) Reviewing the initial JAG allocation amount to determine if the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
- (3) Dividing each state's final award amount (except for the territories and District of Columbia) between the state and its units of local governments at a rate of 60 and 40 percent, respectively.
- (4) Determining unit of local government award allocations, which are based on their proportion of the state's 3-year violent crime average. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is \$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local solicitation) for a JAG award. If the "eligible award amount" to a particular unit of local government, as determined on this basis, is less than \$10,000, however, the funds are not made available for a direct award to that particular unit of local government, but

instead are added to the amount that otherwise would have been awarded to the state. (Additional requirements related to "disparate" jurisdictions are summarized above).

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities¹) must, as described in the Part 200 Uniform Requirements² as set out at 2 C.F.R. 200.303:

- (a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that [the recipient (and any subrecipient)] is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- (b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- (c) Evaluate and monitor [the recipient's (and any subrecipient's)] compliance with statutes, regulations, and the terms and conditions of Federal awards.
- (d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings.
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or [the recipient (or any subrecipient)] considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and obligations of confidentiality.

To help ensure that applicants understand the administrative requirements and cost principles, OJP encourages prospective applicants to enroll, at no charge, in the DOJ Grants Financial Management Online Training, available at <https://ojpfgm.webfirst.com/>. (This training is required for all OJP award recipients.)

Also, applicants should be aware that OJP collects information from applicants on their financial management and systems of internal controls (among other information) which is used to make award decisions. Under Section D. Application and Submission Information, applicants may access and review the OJP Financial Management and System of Internal Controls Questionnaire (<https://ojp.gov/funding/Apply/Resources/FinancialCapability.pdf>) that OJP requires **all** applicants (other than an individual applying in his/her personal capacity) to download, complete, and submit as part of the application.

¹ For purposes of this solicitation, the phrase "pass-through entity" includes any recipient or subrecipient that provides a subaward ("subgrant") to carry out part of the funded award or program.

² The "Part 200 Uniform Requirements" refers to the DOJ regulation at 2 C.F.R. Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

Budget and Financial Information

Trust Fund – Units of local government may draw down JAG funds either in advance or on a reimbursement basis. Non-federal entities must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 CFR 200.305(b)(8)).

Subrecipients that draw down JAG funds in advance are subject to the same requirement and must first establish an interest-bearing account.

Tracking and reporting regarding JAG funds used for administrative costs – As indicated earlier, up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award. Administrative costs (when utilized) must be tracked separately; a recipient must report in separate financial status reports (SF-425) those expenditures that specifically relate to each particular JAG award during any particular reporting period.

No commingling – Both the unit of local government recipient and all subrecipients of JAG funds are prohibited from commingling funds on a program-by-program or project-by-project basis.

For this purpose, use of the administrative JAG funds to perform work across all active awards in any one year is not considered commingling.

Cost Sharing or Match Requirement

The JAG Program does not require a match. However, if a successful application proposes a voluntary match amount, and OJP approves the budget, the total match amount incorporated into the approved budget becomes mandatory and subject to audit.

For additional cost sharing and match information, see the DOJ Grants Financial Guide at <https://ojp.gov/financialguide/DOJ/index.htm>.

Pre-agreement Costs (also known as Pre-award Costs)

Pre-agreement costs are costs incurred by the applicant prior to the start date of the period of performance of the grant award.

OJP does **not** typically approve pre-agreement costs. An applicant must request and obtain the prior written approval of OJP for any such costs. All such costs incurred prior to award and prior to approval of the costs are incurred *at the sole risk* of the applicant. (Generally, no applicant should incur project costs *before* submitting an application requesting federal funding for those costs.)

Should there be extenuating circumstances that make it appropriate for OJP to consider approving pre-agreement costs, the applicant may contact the point of contact listed on the title page of this solicitation for the requirements concerning written requests for approval. If approved in advance by OJP, award funds may be used for pre-agreement costs, consistent with the recipient's approved budget and applicable cost principles. See the section on Costs Requiring Prior Approval in the DOJ Grants Financial Guide at <https://ojp.gov/financialguide/DOJ/index.htm> for more information.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

OJP strongly encourages every applicant that proposes to use award funds for any conference-, meeting-, or training-related activity (or similar event) to review carefully—before submitting an application—the OJP and DOJ policy and guidance on approval, planning, and reporting of such

events, available at:

<https://www.ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm>. OJP policy and guidance (1) encourage minimization of conference, meeting, and training costs; (2) require prior written approval (which may affect project timelines) of most conference, meeting, and training costs for cooperative agreement recipients, as well as some conference, meeting, and training costs for grant recipients; and (3) set cost limits, which include a general prohibition of all food and beverage costs.

Costs Associated with Language Assistance (if applicable)

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services, where appropriate.

For additional information, see the “Civil Rights Compliance” section under “Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards” in the OJP Funding Resource Center at <https://ojp.gov/funding/index.htm>.

C. Eligibility Information

For information on eligibility, see the title page.

Note that, as discussed in more detail below, the certifications regarding compliance with certain federal laws. (See Appendices B and C) must be executed and submitted before a unit of local government (other than an Indian tribal government) can make a valid award acceptance. Also, a unit of local government may not access award funds (and its award will include a condition that withholds funds) until it submits a properly executed “Certifications and Assurances by Chief Executive of Applicant Government.” (See Appendix A).

D. Application and Submission Information

What an Application Should Include

This section describes in detail what an application should include. An applicant should anticipate that if it fails to submit an application that contains all of the specified elements, it may negatively affect the review of its application; and, should a decision be made to make an award, it may result in the inclusion of award conditions that preclude the recipient from accessing or using award funds until the recipient satisfies the conditions and OJP makes the funds available.

NOTE: OJP has combined the Budget Detail Worksheet and Budget Narrative in a single document collectively referred to as the Budget Detail Worksheet. See “Budget Information and Associated Documentation” below for more information about the Budget Detail Worksheet and where it can be accessed.

OJP strongly recommends that applicants use appropriately descriptive file names (e.g., “Program Narrative,” “Budget Detail Worksheet,” “Timelines,” “Memoranda of Understanding,”

"Résumés") for all attachments. Also, OJP recommends that applicants include résumés in a single file.

Please review the "Note on File Names and File Types" under How to Apply to be sure applications are submitted in permitted formats.

In general, if a unit of local government fails to submit required information or documents, OJP either will return the unit of local government's application in the Grants Management System (GMS) for submission of the missing information or documents, or will attach a condition to the award that will withhold award funds until the necessary information and documents are submitted. (As discussed elsewhere in this solicitation, the certification regarding compliance with certain federal laws—which are set out at Appendix B and Appendix C—will be handled differently. Unless and until those certifications are submitted, the unit of local government (other than an Indian tribal government) will be unable to make a valid acceptance of the award.)

1. Information to Complete the Application for Federal Assistance (SF-424)

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. GMS takes information from the applicant's profile to populate the fields on this form.

To avoid processing delays, an applicant must include an accurate legal name on its SF-424. Current OJP award recipients, when completing the field for "Legal Name," should use the same legal name that appears on the prior year award document, which is also the legal name stored in OJP's financial system. On the SF-424, enter the Legal Name in box 5 and Employer Identification Number (EIN) in box 6 exactly as it appears on the prior year award document. An applicant with a current, active award(s) must ensure that its GMS profile is current. If the profile is not current, the applicant should submit a Grant Adjustment Notice updating the information on its GMS profile prior to applying under this solicitation.

A new applicant entity should enter its official legal name, its address, its EIN, and its Data Universal Numbering System (DUNS). A new applicant entity should attach official legal documents to its application (e.g., articles of incorporation, 501(c)(3) status documentation, organizational letterhead) to confirm the legal name, address, and EIN entered into the SF-424. OJP will use the System for Award Management (SAM) to confirm the legal name and DUNS number entered in the SF-424; therefore, an applicant should ensure that the information entered in the SF-424 matches its current registration in SAM. See the How to Apply section for more information on SAM and DUNS numbers.

Intergovernmental Review:

This solicitation ("funding opportunity") is subject to Executive Order 12372. An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: https://www.whitehouse.gov/wp-content/uploads/2017/11/Intergovernmental_-Review-_SPOC_01_2018_OFFM.pdf. If the state appears on the SPOC list, the applicant must contact the state SPOC to find out about, and comply with, the state's process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 16 once the applicant has complied with its State E.O. 12372 process. (An applicant whose state does not appear on the SPOC list should answer question 16 by

selecting the response that the "Program is subject to E.O. 12372 but has not been selected by the State for review.")

2. Project Identifiers

Applications should identify at least three and no more than ten project identifiers that would be associated with proposed project activities. The list of identifiers can be found at www.bja.gov/funding/JAGIdentifiers.pdf.

3. Program Narrative

The following sections **should** be included as part of the program narrative³:

- a. Description of the Issues – Identify the unit of local government's strategy/funding priorities for the FY 2018 JAG funds, the subgrant award process and timeline, and a description of the programs to be funded over the grant period. Units of local government are strongly encouraged to prioritize the funding on evidence-based projects.
- b. Project Design and Implementation – Describe the unit of local government's strategic planning process, if any, that guides its priorities and funding strategy. This should include a description of how the local community is engaged in the planning process and the data and analysis utilized to support the plan; it should identify the stakeholders currently participating in the strategic planning process, the gaps in the needed resources for criminal justice purposes, and how JAG funds will be coordinated with state and related justice funds.
- c. Capabilities and Competencies – Describe any additional strategic planning/coordination efforts in which the units of local government participates with other criminal justice criminal/juvenile justice agencies in the state.
- d. Plan for Collecting the Data Required for this Solicitation's Performance Measures – OJP will require each successful applicant to submit specific performance measures that demonstrate the results of the work carried out under the award (see "General Information about Post-Federal Award Reporting Requirements" in Section F. Federal Award Administration Information). The performance measures data directly relate to the objectives and deliverables identified under Objectives and Deliverables in Section A. Program Description.

Applicants should visit OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

Post award, recipients will be required to submit quarterly performance metrics through BJA's Performance Measurement Tool (PMT), located at: <https://bjapmt.ojp.gov>. The application should describe the applicant's plan for collection of all of the performance measures data listed in the JAG Program accountability measures at: <https://bjapmt.ojp.gov/help/jagdocs.html>.

³ For information on subawards (including the details on proposed subawards that should be included in the application), see "Budget and Associated Documentation" under Section D. Application and Submission Information.

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Please note that applicants are **not** required to submit performance data with the application. Performance measures information is included as an alert that successful applicants will be required to submit performance data as part of the reporting requirements under an award.

Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations designed to develop or contribute to generalizable knowledge) may constitute "research" for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP's performance measure data reporting requirements, likely do not constitute "research." Each applicant should provide sufficient information for OJP to determine whether the particular project it proposes would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research that appears at 28 C.F.R. Part 46 ("Protection of Human Subjects").

Research, for the purposes of human subjects protection for OJP-funded programs, is defined as "a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge." 28 C.F.R. 46.102(d).

For additional information on determining whether a proposed activity would constitute research for purposes of human subjects protection, applicants should consult the decision tree in the "Research and the Protection of Human Subjects" section of the "Requirements related to Research" web page of the [Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards](https://ojp.gov/funding/index.htm) available through the OJP Funding Resource Center at <https://ojp.gov/funding/index.htm>. Every prospective applicant whose application may propose a research or statistical component also should review the "Data Privacy and Confidentiality Requirements" section on that web page.

4. Budget and Associated Documentation

The Budget Detail Worksheet and the Budget Narrative are now combined in a single document collectively referred to as the Budget Detail Worksheet. The Budget Detail Worksheet is a user-friendly, fillable, Microsoft Excel-based document designed to calculate totals. Additionally, the Excel workbook contains worksheets for multiple budget years that can be completed as necessary. **All applicants should use the Excel version when completing the proposed budget in an application, except in cases where the applicant does not have access to Microsoft Excel or experiences technical difficulties.** If an applicant does not have access to Microsoft Excel or experiences technical difficulties with the Excel version, then the applicant should use the 508-compliant accessible Adobe Portable Document Format (PDF) version.

Both versions of the Budget Detail Worksheet can be accessed at <https://ojp.gov/funding/Apply/Forms/BudgetDetailWorksheet.htm>.

a. Budget Detail Worksheet

The Budget Detail Worksheet should provide the detailed computation for each budget line item, listing the total cost of each and showing how it was calculated by the applicant. For example, costs for personnel should show the annual salary rate and the percentage of time devoted to the project for each employee paid with grant funds. The Budget Detail Worksheet should present a complete itemization of all proposed costs.

For questions pertaining to budget and examples of allowable and unallowable costs, see the DOJ Grants Financial Guide at <https://ojp.gov/financialguide/DOJ/index.htm>.

b. Budget Narrative

The budget narrative should thoroughly and clearly describe every category of expense listed in the proposed budget detail worksheet. OJP expects proposed budgets to be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for project activities). **This narrative should include a full description of all costs, including funds set aside for NIBRS project(s) and administrative costs (if applicable).**

An applicant should demonstrate in its budget narrative how it will maximize cost effectiveness of award expenditures. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the objectives of the project. For example, a budget narrative should detail why planned in-person meetings are necessary, or how technology and collaboration with outside organizations could be used to reduce costs, without compromising quality.

The budget narrative should be mathematically sound and correspond clearly with the information and figures provided in the Budget Detail Worksheet. The narrative should explain how the applicant estimated and calculated all costs, and how those costs are necessary to the completion of the proposed project. The narrative may include tables for clarification purposes, but need not be in a spreadsheet format. As with the Budget Detail Worksheet, the budget narrative should describe costs by year

c. Information on Proposed Subawards (if any), as well as on Proposed Procurement Contracts (if any)

Applicants for OJP awards typically may propose to make “subawards.” Applicants also may propose to enter into procurement “contracts” under the award.

Whether an action—for federal grants administrative purposes—is a subaward or procurement contract is a critical distinction as significantly different rules apply to subawards and procurement contracts. If a recipient enters into an agreement that is a subaward of an OJP award, specific rules apply—many of which are set by federal statutes and DOJ regulations; others by award conditions. These rules place particular responsibilities on an OJP recipient for any subawards the OJP recipient may make. The rules determine much of what the written subaward agreement itself must require or provide. The rules also determine much of what an OJP recipient must do both before and after it makes a subaward. If a recipient enters into an agreement that is a

procurement contract under an OJP award, a substantially different set of federal rules applies.

OJP has developed the following guidance documents to help clarify the differences between subawards and procurement contracts under an OJP award and outline the compliance and reporting requirements for each. This information can be accessed online at <https://ojp.gov/training/training.htm>.

- Subawards under OJP Awards and Procurement Contracts under Awards: A Toolkit for OJP Recipients.
- Checklist to Determine Subrecipient or Contractor Classification.
- Sole Source Justification Fact Sheet and Sole Source Review Checklist.

In general, the central question is the relationship between what the third-party will do under its agreement with the recipient and what the recipient has committed (to OJP) to do under its award to further a public purpose (e.g., services the recipient will provide, products it will develop or modify, research or evaluation it will conduct). If a third party will provide some of the services the recipient has committed (to OJP) to provide, will develop or modify all or part of a product the recipient has committed (to OJP) to develop or modify, or conduct part of the research or evaluation the recipient has committed (to OJP) to conduct, OJP will consider the agreement with the third party a subaward for purposes of federal grants administrative requirements.

This will be true **even if** the recipient, for internal or other non-federal purposes, labels or treats its agreement as a procurement, a contract, or a procurement contract. Neither the title nor the structure of an agreement determines whether the agreement—for purposes of federal grants administrative requirements—is a “subaward” or is instead a procurement “contract” under an award. The substance of the relationship should be given greater consideration than the form of agreement between the recipient and the outside entity.

1. Information on proposed subawards and required certifications regarding certain federal laws from certain subrecipients

General requirement for federal authorization of any subaward; statutory authorizations of subawards under the JAG Program statute. Generally, a recipient of an OJP award may not make subawards (“subgrants”) unless the recipient has specific federal authorization to do so. Unless an applicable statute or DOJ regulation specifically authorizes (or requires) particular subawards, a recipient must have authorization from OJP before it may make a subaward.

JAG subawards that are required or specifically authorized by statute (see 34 U.S.C. § 10152(a) and 34 U.S.C. § 10156) do not require prior approval to authorize subawards. This includes subawards made by units of local government under the JAG Program.

A particular subaward may be authorized by OJP because the recipient included a sufficiently detailed description and justification of the proposed subaward in the application as approved by OJP. If, however, a particular subaward is not authorized by federal statute or regulation and is not sufficiently described and justified in the

application as approved by OJP, the recipient will be required, post award, to request and obtain written authorization from OJP before it may make the subaward.

If an applicant proposes to make one or more subawards to carry out the federal award and program, and those subawards are not specifically authorized (or required) by statute or regulation, the applicant should: (1) identify (if known) the proposed subrecipient(s), (2) describe in detail what each subrecipient will do to carry out the federal award and federal program, and (3) provide a justification for the subaward(s), with details on pertinent matters such as special qualifications and areas of expertise. Pertinent information on subawards should appear not only in the Program Narrative, but also in the Budget Detail Worksheet and Budget Narrative.

Required certifications, generally relating to various federal statutes, from any proposed subrecipient that is a state or local government entity. Before a unit of local government may subaward FY 2018 award funds to another unit of local government or to a public institution of higher education, it will be required (by specific award condition, the terms of which will govern) to obtain a properly executed certification, generally relating to various specific federal laws, from the proposed subrecipient. (This requirement regarding these federal laws will not apply to subawards to Indian tribes). The specific certification the unit of local government must require from another unit of local government will vary somewhat from the specific certification it must require from a public institution of higher education. The forms will be posted and available for download at: <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>.

2. Information on proposed procurement contracts (with specific justification for proposed noncompetitive contracts over \$150,000)

Unlike a recipient contemplating a subaward, a recipient of an OJP award generally does not need specific prior federal authorization to enter into an agreement that—for purposes of federal grants administrative requirements—is considered a procurement contract, **provided that** (1) the recipient uses its own documented procurement procedures and (2) those procedures conform to applicable federal law, including the Procurement Standards of the (DOJ) Part 200 Uniform Requirements (as set out at 2 C.F.R. 200.317 - 200.326). The Budget Detail Worksheet and budget narrative should identify proposed procurement contracts. (As discussed above, subawards must be identified and described separately from procurement contracts.)

The Procurement Standards in the Part 200 Uniform Requirements, however, reflect a general expectation that agreements that (for purposes of federal grants administrative requirements) constitute procurement “contracts” under awards will be entered into on the basis of full and open competition. All noncompetitive (sole source) procurement contracts must meet the OJP requirements outlined at <https://ojp.gov/training/subawards-procurement.htm>. If a proposed procurement contract would exceed the simplified acquisition threshold—currently, \$150,000—a recipient of an OJP award may not proceed without competition unless and until the recipient receives specific advance authorization from OJP to use a non-competitive approach for the procurement. An applicant that (at the time of its application) intends—without competition—to enter into a procurement contract that would exceed \$150,000 should include a detailed justification that explains to OJP why, in the particular circumstances, it is appropriate to proceed without competition.

If the applicant receives an award, sole source procurements that do not exceed the Simplified Acquisition Threshold (currently \$150,000) must have written justification for the noncompetitive procurement action maintained in the procurement file. If a procurement file does not have the documentation that meets the criteria outlined in 2 C.F.R. 200, the procurement expenditures may not be allowable. Sole source procurement over the \$150,000 Simplified Acquisition Threshold must have prior approval from OJP using a Sole Source Grant Adjustment Notice (GAN). Written documentation justifying the noncompetitive procurement must be submitted with the GAN and maintained in the procurement file.

d. Pre-Agreement Costs

For information on pre-agreement costs, see Section B. Federal Award Information.

5. Indirect Cost Rate Agreement (if applicable)

Indirect costs may be charged to an award only if:

- (a) The recipient has a current (unexpired), federally approved indirect cost rate; or
- (b) The recipient is eligible to use, and elects to use, the "de minimis" indirect cost rate described in the (DOJ) Part 200 Uniform Requirements, as set out at 2 C.F.R. 200.414(f).

Note: This rule does not eliminate or alter the JAG-specific restriction in federal law that charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

An applicant with a current (unexpired) federally approved indirect cost rate is to attach a copy of the indirect cost rate agreement to the application. An applicant that does not have a current federally approved rate may request one through its cognizant federal agency, which will review all documentation and approve a rate for the applicant entity, or, if the applicant's accounting system permits, applicants may propose to allocate costs in the direct cost categories.

For assistance with identifying the appropriate cognizant federal agency for indirect costs, please contact the OCFO Customer Service Center at 1-800-458-0786 or at ask.ocfo@usdoj.gov. If DOJ is the cognizant federal agency, applicants may obtain information needed to submit an indirect cost rate proposal at: www.ojp.gov/funding/Apply/Resources/IndirectCosts.pdf.

Certain OJP recipients have the option of electing to use the "de minimis" indirect cost rate. An applicant that is eligible to use the "de minimis" rate that wishes to use the "de minimis" rate should attach written documentation to the application that advises OJP of both-- (1) the applicant's eligibility to use the "de minimis" rate, and (2) its election to do so. If an eligible applicant elects the "de minimis" rate, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. The "de minimis" rate may no longer be used once an approved federally-negotiated indirect cost rate is in place. (No entity that ever has had a federally-approved negotiated indirect cost rate is eligible to use the "de minimis" rate.) For the "de minimis" rate requirements (including additional information on eligibility to elect to use the rate), see Part 200 Uniform Requirements, at 2 C.F.R. 200.414(f).

6. Tribal Authorizing Resolution

A tribe, tribal organization, or third party that proposes to provide direct services or assistance to residents on tribal lands should include in its application a resolution, letter, affidavit, or other documentation, as appropriate, that demonstrates (as a legal matter) that the applicant has the requisite authorization from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for an award on behalf of a tribe or multiple specific tribes, the application should include appropriate legal documentation, as described above, from all tribes that would receive services or assistance under the award. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

7. Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high risk status)

Every OJP applicant is to download, complete, and submit the OJP Financial Management and System of Internal Controls Questionnaire (Questionnaire) located at <https://ojp.gov/funding/Apply/Resources/FinancialCapability.pdf> as part of its application. The Questionnaire helps OJP assess the financial management and internal control systems, and the associated potential risks of an applicant as part of the pre-award risk assessment process.

The Questionnaire should only be completed by financial staff most familiar with the applicant's systems, policies, and procedures in order to ensure that the correct responses are recorded and submitted to OJP. The responses on the Questionnaire directly impact the pre-award risk assessment and should accurately reflect the applicant's financial management and internal control system at the time of the application. The pre-award risk assessment is only one of multiple factors and criteria used in determining funding. However, a pre-award risk assessment that indicates that an applicant poses a higher risk to OJP may affect the funding decision and/or result in additional reporting requirements, monitoring, special conditions, withholding of award funds, or other additional award requirements.

Among other things, the form requires each applicant to disclose whether it currently is designated "high risk" by a federal grant-making agency outside of DOJ. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant. If an applicant is designated high risk by another federal awarding agency, the applicant must provide the following information:

- The federal awarding agency that currently designates the applicant high risk.
- The date the applicant was designated high risk.
- The high risk point of contact at that federal awarding agency (name, phone number, and email address).
- The reasons for the high risk status, as set out by the federal awarding agency.

OJP seeks this information to help ensure appropriate federal oversight of OJP awards. An applicant that is considered "high risk" by another federal awarding agency is not automatically disqualified from receiving an OJP award. OJP may, however, consider the

information in award decisions, and may impose additional OJP oversight of any award under this solicitation (including through the conditions that accompany the award document).

8. Disclosure of Lobbying Activities

Each applicant must complete and submit a Disclosure of Lobbying Activities form (SF-LLL). An applicant that expends any funds for lobbying activities is to provide all of the information requested on the form. An applicant that does not expend any funds for lobbying activities is to enter "N/A" in the text boxes for item 10 ("a. Name and Address of Lobbying Registrant" and "b. Individuals Performing Services").

9. Certifications and Assurances by the Chief Executive of the Applicant Government

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the "Certifications and Assurances by the Chief Executive of the Applicant Government" attached to this solicitation as Appendix A.

OJP will not deny an application for an FY 2018 award for failure to submit these "Certifications and Assurances by the Chief Executive of the Applicant Government" by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances, properly executed by the chief executive of the unit of local government (e.g., the mayor).

10. Certifications by the Chief Legal Officer of the Applicant Government

The chief legal officer of an applicant unit of local government (e.g., the City Attorney) is to carefully review the two certifications attached to this solicitation as Appendix B and Appendix C. If the chief legal officer determines that he or she may execute the certifications, the unit of local government is to submit the certification as part of its application. (Note: this requirement does not apply to Indian tribal governments.)

As discussed further in the Federal Award Notices section, a unit of local government (other than an Indian tribal government) applicant will be **unable to make a valid award acceptance** of an FY 2018 JAG award unless and until both properly executed certifications by its chief legal officer are received by OJP on or before the day the unit of local government submits an executed award document.

11. Additional Attachments

a. Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
- (3) If yes to either:
 - Please provide a copy of each law or policy;

- Please describe each practice; and
- Please explain how the law, policy, or practice complies with section 1373.

See Appendix E for a template that applicants may use to prepare this attachment.

Note: Responses to these questions must be provided by the applicant as part of the JAG application. Further, the requirement to provide this information applies to all tiers of JAG funding, for all subawards made to state or local government entities, including public institutions of higher education. All subrecipient responses must be collected and maintained by the direct recipient of JAG funding and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

OJP will not deny an application for an FY 2018 award for failure to submit these required responses by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these responses.

b. Applicant Disclosure of Pending Applications

Each applicant is to disclose whether it has (or is proposed as a subrecipient under) any pending applications for federally funded grants or cooperative agreements that (1) include requests for funding to support the same project being proposed in the application under this solicitation and (2) would cover identical cost items outlined in the budget submitted to OJP as part of the application under this solicitation. The applicant is to disclose applications made directly to federal awarding agencies, and also applications for subawards of federal funds (e.g., applications to state agencies that will subaward ("subgrant") federal funds).

OJP seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Each applicant that has one or more pending applications as described above is to provide the following information about pending applications submitted within the last 12 months:

- The federal or state funding agency
- The solicitation name/project name
- The point of contact information at the applicable federal or state funding agency

Federal or State Funding Agency	Solicitation Name/Project Name	Name/Phone/Email for Point of Contact at Federal or State Funding Agency
DOJ/Office of Community Oriented Policing Services (COPS)	COPS Hiring Program	Jane Doe, 202/000-0000; jane.doe@usdoj.gov
Health & Human Services/ Substance Abuse and Mental Health Services Administration	Drug-Free Communities Mentoring Program/ North County Youth Mentoring Program	John Doe, 202/000-0000; john.doe@hhs.gov

Each applicant should include the table as a separate attachment to its application. The file should be named "Disclosure of Pending Applications." The applicant Legal Name on the application must match the entity named on the disclosure of pending applications statement.

Any applicant that does not have any pending applications as described above is to submit, as a separate attachment, a statement to this effect: "[Applicant Name on SF-424] does not have (and is not proposed as a subrecipient under) any pending applications submitted within the last 12 months for federally funded grants or cooperative agreements (or for subawards under federal grants or cooperative agreements) that request funding to support the same project being proposed in this application to OJP and that would cover identical cost items outlined in the budget submitted as part of this application."

c. Research and Evaluation Independence and Integrity (if applicable)

If an application involves research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant must demonstrate independence and integrity regarding both this proposed research and/or evaluation, and any current or prior related projects.

Each application should include an attachment that addresses **both** i. and ii. below.

- i. For purposes of this solicitation, each applicant is to document research and evaluation independence and integrity by including one of the following two items:
 - a. A specific assurance that the applicant has reviewed its application to identify any actual or potential apparent conflicts of interest (including through review of pertinent information on the principal investigator, any co-principal investigators, and any subrecipients), and that the applicant has identified no such conflicts of interest—whether personal or financial or organizational (including on the part of the applicant entity or on the part of staff, investigators, or subrecipients)—that could affect the

independence or integrity of the research, including the design, conduct, and reporting of the research.

OR

- b. A specific description of actual or potential apparent conflicts of interest that the applicant has identified—including through review of pertinent information on the principal investigator, any co-principal investigators, and any subrecipients—that could affect the independence or integrity of the research, including the design, conduct, or reporting of the research. These conflicts may be personal (e.g., on the part of investigators or other staff), financial, or organizational (related to the applicant or any subrecipient entity). Some examples of potential investigator (or other personal) conflict situations are those in which an investigator would be in a position to evaluate a spouse's work product (actual conflict), or an investigator would be in a position to evaluate the work of a former or current colleague (potential apparent conflict). With regard to potential organizational conflicts of interest, as one example, generally an organization would not be given an award to evaluate a project, if that organization had itself provided substantial prior technical assistance to that specific project or a location implementing the project (whether funded by OJP or other sources), because the organization in such an instance might appear to be evaluating the effectiveness of its own prior work. The key is whether a reasonable person understanding all of the facts would be able to have confidence that the results of any research or evaluation project are objective and reliable. Any outside personal or financial interest that casts doubt on that objectivity and reliability of an evaluation or research product is a problem and must be disclosed.
- ii. In addition, for purposes of this solicitation, each applicant is to address possible mitigation of research integrity concerns by including, at a minimum, one of the following two items:
 - a. If an applicant reasonably believes that no actual or potential apparent conflicts of interest (personal, financial, or organizational) exist, then the applicant should provide a brief narrative explanation of how and why it reached that conclusion. The applicant also is to include an explanation of the specific processes and procedures that the applicant has in place, or will put in place, to identify and prevent (or, at the very least, mitigate) any such conflicts of interest pertinent to the funded project during the period of performance. Documentation that may be helpful in this regard may include organizational codes of ethics/conduct and policies regarding organizational, personal, and financial conflicts of interest. There is no guarantee that the plan, if any, will be accepted as proposed.

OR

- b. If the applicant has identified actual or potential apparent conflicts of interest (personal, financial, or organizational) that could affect the independence and integrity of the research, including the design, conduct,

or reporting of the research, the applicant is to provide a specific and robust mitigation plan to address each of those conflicts. At a minimum, the applicant is expected to explain the specific processes and procedures that the applicant has in place, or will put in place, to identify and eliminate (or, at the very least, mitigate) any such conflicts of interest pertinent to the funded project during the period of performance. Documentation that may be helpful in this regard may include organizational codes of ethics/conduct and policies regarding organizational, personal, and financial conflicts of interest. There is no guarantee that the plan, if any, will be accepted as proposed.

OJP will assess research and evaluation independence and integrity based on considerations such as the adequacy of the applicant's efforts to identify factors that could affect the objectivity or integrity of the proposed staff and/or the applicant entity (and any subrecipients) in carrying out the research, development, or evaluation activity; and the adequacy of the applicant's existing or proposed remedies to control any such factors.

d. Local Governing Body Review

Applicants must submit information via the Certification and Assurances by the Chief Executive (See Appendix A) which documents that the JAG application was made available for review by the governing body of the unit of local government, or by an organization designated by that governing body, for a period that was not less than 30 days before the application was submitted to BJA. The same Chief Executive Certification will also specify that an opportunity to comment on this application was provided to citizens prior to the application submission to the extent applicable law or established procedures make such opportunity available. In the past, this has been accomplished via submission of specific review dates; now, OJP will only accept a chief executive's certification to attest to these facts. Units of local government may continue to submit actual dates of review, should they wish to do so, in addition to the submission of the Chief Executive Certification.

How to Apply

An applicant must submit its application through the Grants Management System (GMS), which provides support for the application, award, and management of awards at OJP. Each applicant entity **must register in GMS for each specific funding opportunity** and should **register promptly** to meet the GMS registration deadline for this funding opportunity, especially if this is the first time the applicant is using the system. Find complete instructions on how to register and submit an application in GMS at www.ojp.gov/gmscbt/. An applicant that experiences technical difficulties during this process should email GMS.HelpDesk@usdoj.gov or call 888-549-9901 (option 3), available 24 hours a day, 7 days a week, including on federal holidays. OJP recommends that each applicant **register promptly** to prevent delays in submitting an application package by the deadline.

Note on File Types: GMS does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: ".com," ".bat," ".exe," ".vbs," ".cfg," ".dat," ".db," ".dbf," ".dll," ".ini," ".log," ".ora," ".sys," and ".zip." GMS may reject applications with files that use these extensions. It is important to allow time to change the type of file(s) if the application is rejected.

Unique Entity Identifier (DUNS Number) and System for Award Management (SAM)

Every applicant entity must comply with all applicable System for Award Management (SAM) and unique entity identifier (currently, a Data Universal Numbering System [DUNS] number) requirements. SAM is the repository for certain standard information about federal financial assistance applicants, recipients, and subrecipients. A DUNS number is a unique nine-digit identification number provided by the commercial company Dun and Bradstreet. More detailed information about SAM and the DUNS number is in the numbered sections below.

If an applicant entity has not fully complied with the applicable SAM and unique identifier requirements by the time OJP makes award decisions, OJP may determine that the applicant is not qualified to receive an award and may use that determination as a basis for making the award to a different applicant.

If the applicant entity already has an Employer Identification Number (EIN), the SAM registration will take **up to two weeks to process**. If the entity does not have an EIN, then **the applicant should allow two to five weeks for obtaining the information from IRS when requesting the EIN via phone, fax, mail or Internet**. For more information about EIN, visit <https://www.irs.gov/individuals/international-taxpayers/taxpayer-identification-numbers-tin>.

Registration and Submission Steps

All applicants should complete the following steps:

1. **Acquire a unique entity identifier (DUNS number).** In general, the Office of Management and Budget requires every applicant for a federal award (other than an individual) to include a "unique entity identifier" in each application, including an application for a supplemental award. Currently, a DUNS number is the required unique entity identifier.

This unique entity identifier is used for tracking purposes, and to validate address and point of contact information for applicants, recipients, and subrecipients. It will be used throughout the life cycle of an OJP award. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866-705-5711 to obtain a DUNS number or apply online at www.dnb.com/. A DUNS number is usually received within 2 business days.

2. **Acquire or maintain registration with SAM.** Any applicant for an OJP award creating a new entity registration (or updating or renewing a registration) in SAM.gov must submit an original, signed notarized letter appointing the authorized Entity Administrator within thirty (30) days of the registration activation. **Notarized letters must be submitted via U.S. Postal Service Mail. Read the Alert at www.sam.gov to learn more about what is required in the notarized letter, and read the Frequently Asked Questions (FAQs) at www.gsa.gov/samupdate to learn more about this process change.**

All applicants for OJP awards (other than individuals) must maintain current registrations in the SAM database. Applicants will need the authorizing official of the organization and an Employer Identification Number (EIN).

Information about SAM registration procedures can be accessed at <https://www.sam.gov/>.

3. **Acquire a GMS username and password.** New users must create a GMS profile by selecting the "First Time User" link under the sign-in box of the GMS home page. For more information on how to register in GMS, go to www.ojp.gov/gmscbt. Previously registered

applicants should ensure, prior to applying, that the user profile information is up-to-date in GMS (including, but not limited to, address, legal name of agency and authorized representative) as this information is populated in any new application.

4. **Verify the SAM (formerly CCR) registration in GMS.** OJP requires each applicant to verify its SAM registration in GMS. Once logged into GMS, click the "CCR Claim" link on the left side of the default screen. Click the submit button to verify the SAM (formerly CCR) registration.
5. **Search for the funding opportunity on GMS.** After logging into GMS or completing the GMS profile for username and password, go to the "Funding Opportunities" link on the left side of the page. Select "BJA" and "FY 18 Edward Byrne Memorial Local Justice Assistance Grant (JAG) Program."
6. **Register by selecting the "Apply Online" button associated with the funding opportunity title.** The search results from step 5 will display the "funding opportunity" (solicitation) title along with the registration and application deadlines for this solicitation. Select the "Apply Online" button in the "Action" column to register for this solicitation and create an application in the system.
7. **Follow the directions in GMS to submit an application consistent with this solicitation.** Once the application is submitted, GMS will display a confirmation screen stating the submission was successful. **Important:** In some instances, applicants must wait for GMS approval before submitting an application. OJP urges each applicant to submit its application **at least 72 hours prior** to the application due date.

Note: Application Versions

If an applicant submits multiple versions of the same application, OJP will review **only** the most recent system-validated version submitted.

Experiencing Unforeseen GMS Technical Issues

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline may contact the GMS Help Desk or the SAM Help Desk (Federal Service Desk) at <https://www.fsd.gov/fsd-gov/home.do> to report the technical issue and receive a tracking number. The applicant must email the NCJRS Response Center identified in the Contact Information section on the title page **within 24 hours after the application deadline** to request approval to submit its application after the deadline. The applicant's email must describe the technical difficulties, and must include a timeline of the applicant's submission efforts, the complete grant application, the applicant's DUNS number, and any GMS Help Desk or SAM tracking number(s).

Note: OJP does not automatically approve requests to submit a late application. After OJP reviews the applicant's request, and contacts the GMS Help Desk to verify the reported technical issues, OJP will inform the applicant whether the request to submit a late application has been approved or denied. If OJP determines that the untimely application submission was due to the applicant's failure to follow all required procedures, OJP will deny the applicant's request to submit its application.

The following conditions generally are insufficient to justify late submissions to OJP solicitations:

- Failure to register in SAM or GMS in sufficient time (SAM registration and renewal can take as long as 10 business days to complete.)
- Failure to follow GMS instructions on how to register and apply as posted on the GMS website
- Failure to follow each instruction in the OJP solicitation
- Technical issues with the applicant's computer or information technology environment such as issues with firewalls

E. Application Review Information

Review Process

OJP is committed to ensuring a fair and open process for making awards. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation. BJA will also review applications to help ensure that JAG program-statute requirements have been met.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by applicants. Among other things, to help assess whether an applicant that has one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$150,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM (currently, the Federal Awardee Performance and Integrity Information System; "FAPIIS").

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant. The evaluation of risks goes beyond information in SAM, however. OJP itself has in place a framework for evaluating risks posed by applicants. OJP takes into account information pertinent to matters such as:

- (1) Applicant financial stability and fiscal integrity
- (2) Quality of the management systems of the applicant, and the applicant's ability to meet prescribed management standards, including those outlined in the DOJ Grants Financial Guide
- (3) Applicant's history of performance under OJP and other DOJ awards (including compliance with reporting requirements and award conditions), as well as awards from other federal agencies
- (4) Reports and findings from audits of the applicant, including audits under the (DOJ) Part 200 Uniform Requirements
- (5) Applicant's ability to comply with statutory and regulatory requirements, and to effectively implement other award requirements

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

F. Federal Award Administration Information

Federal Award Notices

Award notifications are expected to be made by September 30, 2018. OJP sends award notifications by email through GMS to the individuals listed in the application as the point of contact and the authorizing official. The email notification includes detailed instructions on how to access and view the award documents, and steps to take in GMS to start the award acceptance process. GMS automatically issues the notifications at 9:00 p.m. eastern time on the award date.

NOTE: In order to validly accept an award under the FY 2018 JAG Program, a unit of local government (other than an Indian tribal government) must submit to GMS the certification by its chief legal officer regarding compliance with certain federal laws, executed using the forms that appear in Appendices B and C. (The forms also may be downloaded at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>.) Unless the executed certifications either (1) are submitted to OJP together with the signed award document or (2) are uploaded in GMS no later than the day the signed award document is submitted, **OJP will reject as invalid** any submission by a unit of local government (other than an Indian tribal government) that purports to accept an award under this solicitation.

Rejection of an initial submission as an invalid award acceptance is not a denial of the award. Consistent with award requirements, once the unit of local government **does** submit the necessary certification regarding compliance with certain federal laws, the unit of local government **will** be permitted to submit an award document executed by the unit of local government on or after the date of those certifications.

Also, in order for an applicant validly to accept an award under the FY 2018 JAG program; an individual with the necessary authority to bind the applicant will be required to log in; execute a set of legal certifications and a set of legal assurances; designate a financial point of contact; thoroughly review the award, including **all** award conditions; and sign and accept the award. The award acceptance process requires physical signature of the award document by the authorized representative and the scanning of the fully-executed award document (along with the required certifications regarding compliance with certain federal laws, if not already uploaded in GMS) to OJP.

Statutory and Regulatory Requirements; Award Conditions

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with award conditions, as well as all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed at the time of award acceptance). OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

Applicants should consult the "[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards](#)," available in the OJP Funding Resource Center at <https://ojp.gov/funding/index.htm>. In addition, applicants should examine the

following two legal documents, as each successful applicant must execute both documents in GMS before it may receive any award funds. (An applicant is not required to submit these documents as part of an application.)

- Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Certified Standard Assurances

The web pages accessible through the “Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards” are intended to give applicants for OJP awards a general overview of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants and cooperative agreements awarded in FY 2018. Individual OJP awards typically also will include additional award conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; to the substance of the funded application; to the recipient's performance under other federal awards; to the recipient's legal status (e.g., as a for-profit entity); or to other pertinent considerations.

Individual FY 2018 awards made pursuant to this solicitation will, as appropriate and to the extent consistent with law, include conditions that will require the recipient (and any subrecipient) that accepts the award to do various things, with respect to the “program or activity” that would receive federal financial assistance thereunder. **Although the specific terms of each of those conditions are what will govern the awards**, included among such conditions will be some that, **generally speaking**, will require the recipient (and any subrecipient) that accepts the award to do some or all of the following:

- Not to violate 8 U.S.C. § 1373 (prohibiting restrictions on—
 - (1) communication to/from the Department of Homeland Security (“DHS”) of information regarding the citizenship or immigration status of any individual; and
 - (2) maintaining, or exchanging with any government entity, information regarding the immigration status of any individual).
- Not to violate 8 U.S.C. § 1644 (prohibiting restrictions on communication to/from DHS of information regarding the immigration status of an alien).
- Not to violate, or aid or abet any violation of, 8 U.S.C. § 1324(a) (forbidding any “person,” in “knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law,” to “conceal, harbor, or shield from detection, or attempt to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation” or to “engage in any conspiracy to commit any of the preceding acts ... “or aid or abet the commission of any of the preceding acts”).
- Not to impede the exercise of the authority of the federal government under 8 U.S.C. § 1266(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government “shall take into custody” certain criminal aliens “when the alien is released”) and 8 U.S.C. § 1231(a)(4) (relating to removal from the United States of aliens after detention/confinement at the federal, state, and local level), specifically by requiring such recipients to provide (where feasible) at least 48 hours’ advance notice to DHS regarding the

scheduled release date and time of an alien in the recipient's custody when DHS requests such notice in order to take custody of the alien pursuant to the Immigration and Nationality Act.

- Not to impede the exercise by DHS agents, "anywhere in or outside the United States" (8 C.F.R. § 287.5(a)(1)), of their authority under 8 U.S.C. § 1357(a)(1) to "interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," specifically by requiring such recipients to permit DHS agents to have access to any correctional facility in order to meet with an alien (or an individual believed to be an alien) and inquire as to his right to be or remain in the United States.

The reasonable costs (to the extent not reimbursed under any other federal program) of complying with these conditions, including honoring any duly authorized requests from DHS that is encompassed by these conditions, will be allowable costs under the award.

General Information about Post-federal Award Reporting Requirements

In addition to the deliverables described in Section A. Program Description, any recipient of an award under this solicitation will be required to submit the following reports and data.

Required reports. Recipients typically must submit quarterly financial status reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

Awards that exceed \$500,000 will include an additional condition that, under specific circumstances, will require the recipient to report (to FAPIIS) information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either the OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Additional information on this reporting requirement appears in the text of the award condition posted on the OJP website at: <https://ojp.gov/funding/FAPIS.htm>.

Data on performance measures. In addition to required reports, each award recipient also must provide data that measure the results of the work done under the award. To demonstrate program progress and success, as well as to assist DOJ with fulfilling its responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, and the GPRA Modernization Act of 2010, Public Law 111-352, OJP will require any award recipient, post award, to provide accountability metrics data as part of regular progress reporting. Accountability metrics data must be submitted through BJA's Performance Measurement Tool (PMT), available at <https://bjapmt.ojp.gov>. The accountability measures are available at: <https://bjapmt.ojp.gov/help/jagdocs.html>. (Note: if a law enforcement agency receives JAG funds from a state, the state must submit quarterly accountability metrics data related to training that officers have received on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.) Successful applicants will be required to access OJP's performance measurement page at www.ojp.gov/performance for an overview of performance measurement activities at OJP.

OJP may restrict access to award funds if a recipient of an OJP award fails to report the required accountability metrics data in a timely manner.

G. Federal Awarding Agency Contact(s)

For OJP contact(s), see the title page.

For contact information for GMS, see the title page.

H. Other Information

Freedom of Information Act and Privacy Act (5 U.S.C. § 552 and 5 U.S.C. § 552a)

All applications submitted to OJP (including all attachments to applications) are subject to the federal Freedom of Information Act (FOIA) and to the Privacy Act. By law, DOJ may withhold information that is responsive to a request pursuant to FOIA if DOJ determines that the responsive information either is protected under the Privacy Act or falls within the scope of one of nine statutory exemptions under FOIA. DOJ cannot agree in advance of a request pursuant to FOIA not to release some or all portions of an application.

In its review of records that are responsive to a FOIA request, OJP will withhold information in those records that plainly falls within the scope of the Privacy Act or one of the statutory exemptions under FOIA. (Some examples include certain types of information in budgets, and names and contact information for project staff other than certain key personnel.) In appropriate circumstances, OJP will request the views of the applicant/recipient that submitted a responsive document.

For example, if OJP receives a request pursuant to FOIA for an application submitted by a nonprofit or for-profit organization or an institution of higher education, or for an application that involves research, OJP typically will contact the applicant/recipient that submitted the application and ask it to identify—quite precisely—any particular information in the application that applicant/recipient believes falls under a FOIA exemption, the specific exemption it believes applies, and why. After considering the submission by the applicant/recipient, OJP makes an independent assessment regarding withholding information. OJP generally follows a similar process for requests pursuant to FOIA for applications that may contain law-enforcement sensitive information.

Provide Feedback to OJP

To assist OJP in improving its application and award processes, OJP encourages applicants to provide feedback on this solicitation, the application submission process, and/or the application review process. Provide feedback to OJPSolicitationFeedback@usdoj.gov.

IMPORTANT: This email is for feedback and suggestions only. OJP does **not** reply to messages it receives in this mailbox. A prospective applicant that has specific questions on any program or technical aspect of the solicitation **must** use the appropriate telephone number or email listed on the front of this solicitation document to obtain information. These contacts are provided to help ensure that prospective applicants can directly reach an individual who can address specific questions in a timely manner.

If you are interested in being a reviewer for other OJP grant applications, please email your résumé to ojpprsupport@usdoj.gov. (Do not send your résumé to the OJP Solicitation Feedback email account.) **Note:** Neither you nor anyone else from your organization or entity can be a

peer reviewer in a competition in which you or your organization/entity has submitted an application.

Appendix A

Certifications and Assurances by the Chief Executive of the Applicant Government

Template for use by chief executive of the unit of local government (e.g., the mayor)

Visit <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm> to download the most up-to-date version.

Note: By law, for purposes of the JAG Program, the term “unit of local government” includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Justice Assistance Grant Program FY 2018 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2018 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I certify that— (a) the programs to be funded by the award (if any) that OJP makes based on the application described above meet all the requirements of the JAG Program statute (34 U.S.C. §§ 10151-10158); (b) all the information contained in that application is correct; (c) in connection with that application, there has been appropriate coordination with affected agencies; and (d) in connection with that award (if any), the applicant unit of local government will comply with all provisions of the JAG Program statute and all other applicable federal laws.
7. I have examined certification entitled "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. §§ 1373 & 1644" executed by the chief legal officer of the applicant government with respect to the FY 2018 JAG program and submitted in support of the application described above, and I hereby adopt that certification as my own on behalf of that government. (This provision is not applicable to Indian tribal government applicants.)
8. I have examined certification entitled "State or Local Government: FY 2018 Certification Relating to 8 U.S.C. §§ 1226(a) & (c), 1231(a)(4), 1357(a), & 1366(1) & (3)" executed by the chief legal officer of the applicant government with respect to the FY 2018 JAG program and submitted in support of the application described above, and I hereby adopt that certification as my own on behalf of that government. (This provision is not applicable to Indian tribal government applicants.)

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant unit of local government to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

Appendix B

State or Local Government:

Certification of Compliance with 8 U.S.C. §§ 1373 and 1644

Template for use by the chief legal officer of the unit of local government (e.g., the city attorney)

Visit <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm> to download the most up-to-date version.

Note: This Certification is not required by Indian tribal government applicants.

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Local Government: FY 2018 Certification of Compliance with 8 U.S.C. §§ 1373 & 1644

On behalf of the applicant government entity named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- (1) I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
- (2) I have carefully reviewed 8 U.S.C. §§ 1373(a) & (b), and 1644, including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. §§ 1373 & 1644 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
- (3) I (and also the applicant entity) understand that the U.S. Department of Justice will require States and local governments (and agencies or other entities thereof) to comply with 8 U.S.C. §§ 1373 & 1644, with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program.
- (4) I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 34 U.S.C. § 10251(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.
- (5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning both—
 - (a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and
 - (b) any prohibitions or restrictions potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. §§ 1373(a) & (b), and 1644, whether imposed by a State or local government entity, -agency, or -official.
- (6) As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. §§ 1373(a) & 1644; or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. § 10271-10273), and also may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Legal Officer of the Jurisdiction

Printed Name of Chief Legal Officer

Date of Certification

Title of Chief Legal Officer of the Jurisdiction

Name of Applicant Government Entity (*i.e.*, the applicant to the FY 2018 OJP Program identified below)

FY 2018 OJP Program: Byrne Justice Assistance Grant (JAG) Program: Local

Appendix C

State or Local Government:

Certification of Compliance with 8 U.S.C. §§ 1226(a) & (c), 1231(a)(4), 1324(a), 1357(a), and 1366(1) & (3)

Template for use by chief legal officer of the unit of local government (e.g., the city attorney)

Visit <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm> to download the most up-to-date version.

Note: This Certification is not required by Indian tribal government applicants.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Local Government: FY 2018 Certification Relating to
8 U.S.C. §§ 1226(a) & (c), 1231(a)(4), 1324(a), 1357(a), & 1366(1) & (3)

On behalf of the applicant government entity named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief legal officer of the unit of local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
2. I have carefully reviewed each of the following sections of title 8, United States Code:
 - a. § 1226(a) & (c) (authorizing arrest and detention of certain aliens and providing that the federal government "shall take into custody" certain criminal aliens "when the alien is released");
 - b. § 1231(a)(4) (federal government may not "remove an alien who is sentenced to imprisonment until the alien is released from imprisonment");
 - c. § 1324(a) (forbidding any "person," in "knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law," to "conceal[], harbor[], or shield[] from detection, or attempt[] to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation" or to "engage in any conspiracy to commit any of the preceding acts ... or aid[] or abet[] the commission of any of the preceding acts");
 - d. § 1357(a) (authorizing immigration officers, "anywhere in or outside the United States" (see 8 C.F.R. § 287.5(a)), to "interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States"); and
 - e. § 1366(1) & (3) (requiring the Attorney General annually to submit to Congress "a report detailing ... (1) the number of illegal aliens incarcerated in Federal and State prisons for having committed felonies, stating the number incarcerated for each type of offense; [and] (3) programs and plans underway in the Department of Justice to ensure the prompt removal from the United States of criminal aliens subject to removal").
3. I (and also the applicant entity) understand that USDOJ will require States and local governments (including State and local government entities, -agencies, and -officials), with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2018 OJP program under which this certification is being submitted (the "FY 2018 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2018 OJP Program, not to violate, or to aid or abet any violation of, 8 U.S.C. § 1324(a), and not to impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a) or relating to 8 U.S.C. § 1366(1) & (3) or 8 U.S.C. § 1226(a) & (c).
4. I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 34 U.S.C. § 10251(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.
5. I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning both—
 - a. the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2018 OJP Program; and
 - b. any laws, rules, policies, or practices potentially applicable to the "program or activity" sought to be funded under the FY 2018 OJP Program that implicate any of the requirements relating to 8 U.S.C. §§ 1226(a) & (c), 1324(a), 1357(a), & 1366(1) & (3) that are described in ¶ 3 of this certification, whether imposed by a State or local government entity, -agency, or -official.
6. As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any law, rule, policy, or practice that would apply to the "program or activity" to be funded in whole or in part under the FY 2018 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that would or does— (1) violate, or aid or abet any violation of, 8 U.S.C. § 1324(a); (2) impede the exercise by federal officers of authority under 8 U.S.C. § 1357(a); (3) impede the exercise by federal officers of authority relating to 8 U.S.C. § 1366(1) & (3); or (4) impede the exercise by federal officers of authority relating to 8 U.S.C. § 1226(a) & (c).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including associated certifications, are subject to review by USDOJ, including by OJP and the USDOJ Office of the Inspector General.

Signature of Chief Legal Officer of the Jurisdiction

Printed Name of Chief Legal Officer

Date of Certification

Title of Chief Legal Officer of the Jurisdiction

Name of Applicant Government Entity (*i.e.*, the applicant to the FY 2018 OJP Program identified below)

FY 2018 OJP Program: Byrne Justice Assistance Grant (JAG) Program: Local

Appendix D

Certain relevant federal laws, as in effect on June 7, 2018

8 U.S.C. § 1373

Communication between government agencies and the Immigration and Naturalization Service

(a) In general

Notwithstanding any other provision of Federal, State, or local law, a Federal, State, or local government entity or official may not prohibit, or in any way restrict, any government entity or official from sending to, or receiving from, the Immigration and Naturalization Service information regarding the citizenship or immigration status, lawful or unlawful, of any individual.

(b) Additional authority of government entities

Notwithstanding any other provision of Federal, State, or local law, no person or agency may prohibit, or in any way restrict, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status, lawful or unlawful, of any individual:

- (1) Sending such information to, or requesting or receiving such information from, the Immigration and Naturalization Service.
- (2) Maintaining such information.
- (3) Exchanging such information with any other Federal, State, or local government entity.

(c) Obligation to respond to inquiries

The Immigration and Naturalization Service shall respond to an inquiry by a Federal, State, or local government agency, seeking to verify or ascertain the citizenship or immigration status of any individual within the jurisdiction of the agency for any purpose authorized by law, by providing the requested verification or status information.

8 U.S.C. § 1644

Communication between State and local government agencies and Immigration and Naturalization Service

Notwithstanding any other provision of Federal, State, or local law, no State or local government entity may be prohibited, or in any way restricted, from sending to or receiving from the Immigration and Naturalization Service information regarding the immigration status, lawful or unlawful, of an alien in the United States.

8 U.S.C. § 1226(a) & (c)

Apprehension and detention of aliens

(a) Arrest, detention, and release

On a warrant issued by the Attorney General, an alien may be arrested and detained pending a decision on whether the alien is to be removed from the United States. Except as provided in subsection (c) and pending such decision, the Attorney General--

- (1) may continue to detain the arrested alien; and
- (2) may release the alien on--
 - (A) bond of at least \$1,500 with security approved by, and containing conditions prescribed by, the Attorney General; or
 - (B) conditional parole; but
- (3) may not provide the alien with work authorization (including an "employment authorized" endorsement or other appropriate work permit), unless the alien is lawfully admitted for permanent residence or otherwise would (without regard to removal proceedings) be provided such authorization.

(c) Detention of criminal aliens

(1) Custody

The Attorney General shall take into custody any alien who--

- (A) is inadmissible by reason of having committed any offense covered in section 1182(a)(2) of this title,
- (B) is deportable by reason of having committed any offense covered in section 1227(a)(2)(A)(ii), (A)(iii), (B), (C), or (D) of this title,
- (C) is deportable under section 1227(a)(2)(A)(i) of this title on the basis of an offense for which the alien has been sentence¹ to a term of imprisonment of at least 1 year, or
- (D) is inadmissible under section 1182(a)(3)(B) of this title or deportable under section 1227(a)(4)(B) of this title,

when the alien is released, without regard to whether the alien is released on parole, supervised release, or probation, and without regard to whether the alien may be arrested or imprisoned again for the same offense.

(2) Release

The Attorney General may release an alien described in paragraph (1) only if the Attorney General decides pursuant to section 3521 of Title 18 that release of the alien from custody is necessary to provide protection to a witness, a potential witness, a person cooperating with an investigation into major criminal activity, or an immediate family member or close associate of a witness, potential witness, or person cooperating with such an investigation, and the alien satisfies the Attorney General that the alien will not pose a danger to the safety of other persons or of property and is likely to appear for any scheduled proceeding. A decision relating to such release shall take place in accordance with a procedure that considers the severity of the offense committed by the alien.

8 U.S.C. § 1231(a)(4)

(a) Detention, release, and removal of aliens ordered removed

4) Aliens imprisoned, arrested, or on parole, supervised release, or probation

(A) In general

Except as provided in section 259(a) of title 42 and paragraph (2), the Attorney General may not remove an alien who is sentenced to imprisonment until the alien is released from imprisonment. Parole, supervised release, probation, or possibility of arrest or further imprisonment is not a reason to defer removal.

(B) Exception for removal of nonviolent offenders prior to completion of sentence of imprisonment

The Attorney General is authorized to remove an alien in accordance with applicable procedures under this chapter before the alien has completed a sentence of imprisonment-

- i. in the case of an alien in the custody of the Attorney General, if the Attorney General determines that (I) the alien is confined pursuant to a final conviction for a nonviolent offense (other than an offense related to smuggling or harboring of aliens or an offense described in section 1101(a)(43)(B), (C), (E), (I), or (L) of this title and (II) the removal of the alien is appropriate and in the best interest of the United States; or
- ii. in the case of an alien in the custody of a State (or a political subdivision of a State), if the chief State official exercising authority with respect to the incarceration of the alien determines that (I) the alien is confined pursuant to a final conviction for a nonviolent offense (other than an offense described in section 1101(a)(43)(C) or (E) of this title), (II) the removal is appropriate and in the best interest of the State, and (III) submits a written request to the Attorney General that such alien be so removed.

(C) Notice

Any alien removed pursuant to this paragraph shall be notified of the penalties under the laws of the United States relating to the reentry of deported aliens, particularly the expanded penalties for aliens removed under subparagraph (B).

(D) No private right

No cause or claim may be asserted under this paragraph against any official of the United States or of any State to compel the release, removal, or consideration for release or removal of any alien.

8 U.S.C. § 1324(a)

Bringing in and harboring certain aliens

(a) Criminal penalties

(1)(A) Any person who—

- i. knowing that a person is an alien, brings to or attempts to bring to the United States in any manner whatsoever such person at a place other than a designated port of entry or place other than as designated by the Commissioner, regardless of whether such alien has received prior official authorization to come to, enter, or reside in the United States and regardless of any future official action which may be taken with respect to such alien;
- ii. knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, transports, or moves or attempts to transport or move such alien within the United States by means of transportation or otherwise, in furtherance of such violation of law;
- iii. knowing or in reckless disregard of the fact that an alien has come to, entered, or remains in the United States in violation of law, conceals, harbors, or shields from detection, or attempts to conceal, harbor, or shield from detection, such alien in any place, including any building or any means of transportation;

- iv. encourages or induces an alien to come to, enter, or reside in the United States, knowing or in reckless disregard of the fact that such coming to, entry, or residence is or will be in violation of law; or
 - v. (v)(I) engages in any conspiracy to commit any of the preceding acts, or
 - vi. (II) aids or abets the commission of any of the preceding acts, shall be punished as provided in subparagraph (B).
- (B) A person who violates subparagraph (A) shall, for each alien in respect to whom such a violation occurs—
- I. in the case of a violation of subparagraph (A)(i) or (v)(I) or in the case of a violation of subparagraph (A)(ii), (iii), or (iv) in which the offense was done for the purpose of commercial advantage or private financial gain, be fined under title 18, imprisoned not more than 10 years, or both;
 - II. in the case of a violation of subparagraph (A)(ii), (iii), (iv), or (v)(II), be fined under title 18, imprisoned not more than 5 years, or both;
 - III. in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) during and in relation to which the person causes serious bodily injury (as defined in section 1365 of title 18) to, or places in jeopardy the life of, any person, be fined under title 18, imprisoned not more than 20 years, or both; and
 - IV. in the case of a violation of subparagraph (A)(i), (ii), (iii), (iv), or (v) resulting in the death of any person, be punished by death or imprisoned for any term of years or for life, fined under title 18, or both.
- (C) It is not a violation of clauses (ii) or (iii) of subparagraph (A), or of clause (iv) of subparagraph (A) except where a person encourages or induces an alien to come to or enter the United States, for a religious denomination having a bona fide nonprofit, religious organization in the United States, or the agents or officers of such denomination or organization, to encourage, invite, call, allow, or enable an alien who is present in the United States to perform the vocation of a minister or missionary for the denomination or organization in the United States as a volunteer who is not compensated as an employee, notwithstanding the provision of room, board, travel, medical assistance, and other basic living expenses, provided the minister or missionary has been a member of the denomination for at least one year.

(2) Any person who, knowing or in reckless disregard of the fact that an alien has not received prior official authorization to come to, enter, or reside in the United States, brings to or attempts to bring to the United States in any manner whatsoever, such alien, regardless of any official action which may later be taken with respect to such alien shall, for each alien in respect to whom a violation of this paragraph occurs—

(A) be fined in accordance with title 18 or imprisoned not more than one year, or both; or

(B) in the case of—

(i) an offense committed with the intent or with reason to believe that the alien unlawfully brought into the United States will commit an offense against the United States or any State punishable by imprisonment for more than 1 year,

(ii) an offense done for the purpose of commercial advantage or private financial gain, or

(iii) an offense in which the alien is not upon arrival immediately brought and presented to an appropriate immigration officer at a designated port of entry,

be fined under title 18 and shall be imprisoned, in the case of a first or second violation of subparagraph (B)(iii), not more than 10 years, in the case of a first or second violation of

subparagraph (B)(i) or (B)(ii), not less than 3 nor more than 10 years, and for any other violation, not less than 5 nor more than 15 years.

(3)(A) Any person who, during any 12-month period, knowingly hires for employment at least 10 individuals with actual knowledge that the individuals are aliens described in subparagraph (B) shall be fined under title 18 or imprisoned for not more than 5 years, or both.

(B) An alien described in this subparagraph is an alien who-

- (i) is an unauthorized alien (as defined in section 1324a(h)(3) of this title), and
- (ii) has been brought into the United States in violation of this subsection.

(4) In the case of a person who has brought aliens into the United States in violation of this subsection, the sentence otherwise provided for may be increased by up to 10 years if-

- (A) the offense was part of an ongoing commercial organization or enterprise;
- (B) aliens were transported in groups of 10 or more; and
- (C)(i) aliens were transported in a manner that endangered their lives; or
- (ii) the aliens presented a life-threatening health risk to people in the United States.

8 U.S.C. § 1357(a)

Powers of immigration officers and employees

(a) Any officer or employee of the Service authorized under regulations prescribed by the Attorney General shall have power without warrant—

- (1) to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States;
- (2) to arrest any alien who in his presence or view is entering or attempting to enter the United States in violation of any law or regulation made in pursuance of law regulating the admission, exclusion, expulsion, or removal of aliens, or to arrest any alien in the United States, if he has reason to believe that the alien so arrested is in the United States in violation of any such law or regulation and is likely to escape before a warrant can be obtained for his arrest, but the alien arrested shall be taken without unnecessary delay for examination before an officer of the Service having authority to examine aliens as to their right to enter or remain in the United States;
- (3) within a reasonable distance from any external boundary of the United States, to board and search for aliens any vessel within the territorial waters of the United States and any railway car, aircraft, conveyance, or vehicle, and within a distance of twenty-five miles from any such external boundary to have access to private lands, but not dwellings, for the purpose of patrolling the border to prevent the illegal entry of aliens into the United States;
- (4) to make arrests for felonies which have been committed and which are cognizable under any law of the United States regulating the admission, exclusion, expulsion, or removal of aliens, if he has reason to believe that the person so arrested is guilty of such felony and if there is likelihood of the person escaping before a warrant can be obtained for his arrest, but the person arrested shall be taken without unnecessary delay before the nearest available officer empowered to commit persons charged with offenses against the laws of the United States; and
- (5) to make arrests-
- (6) for any offense against the United States, if the offense is committed in the officer's or employee's presence, or

- (7) for any felony cognizable under the laws of the United States, if the officer or employee has reasonable grounds to believe that the person to be arrested has committed or is committing such a felony,
- (8) if the officer or employee is performing duties relating to the enforcement of the immigration laws at the time of the arrest and if there is a likelihood of the person escaping before a warrant can be obtained for his arrest.

Under regulations prescribed by the Attorney General, an officer or employee of the Service may carry a firearm and may execute and serve any order, warrant, subpoena, summons, or other process issued under the authority of the United States. The authority to make arrests under paragraph (5)(B) shall only be effective on and after the date on which the Attorney General publishes final regulations which (i) prescribe the categories of officers and employees of the Service who may use force (including deadly force) and the circumstances under which such force may be used, (ii) establish standards with respect to enforcement activities of the Service, (iii) require that any officer or employee of the Service is not authorized to make arrests under paragraph (5)(B) unless the officer or employee has received certification as having completed a training program which covers such arrests and standards described in clause (ii), and (iv) establish an expedited, internal review process for violations of such standards, which process is consistent with standard agency procedure regarding confidentiality of matters related to internal investigations.

8 U.S.C. § 1366(1) & (3)

Annual report on criminal aliens

Not later than 12 months after September 30, 1996, and annually thereafter, the Attorney General shall submit to the Committees on the Judiciary of the House of Representatives and of the Senate a report detailing—

- (1) the number of illegal aliens incarcerated in Federal and State prisons for having committed felonies, stating the number incarcerated for each type of offense;

- (3) programs and plans underway in the Department of Justice to ensure the prompt removal from the United States of criminal aliens subject to removal;

Appendix E

Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)

Each applicant must provide responses to the following questions as an attachment to the application:

- (1) Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with DHS or ICE?
- (2) Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?
- (3) If yes to either:
 - Please provide a copy of each law or policy;
 - Please describe each practice; and
 - Please explain how the law, policy, or practice complies with section 1373.

Note: Responses to these questions must be provided by the applicant to BJA as part of the JAG application. Further, the requirement to provide this information applies to all tiers of JAG funding, for all subawards made to state or local government entities, including public institutions of higher education. All subrecipient responses must be collected and maintained by the direct recipient of JAG funding and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

Appendix F

Additional purposes for which JAG funds awarded to a state under this FY 2018 solicitation may be used:

(a) To enforce state and local laws that establish offenses similar to offenses established in 21 U.S.C. § 801 et seq., to improve the functioning of the **criminal justice** system, with emphasis on violent crime and serious offenders, by means including providing additional personnel, equipment, training, technical assistance, and information systems for the more widespread apprehension, prosecution, adjudication, detention, and rehabilitation of persons who violate these laws, and to assist the victims of such crimes (other than compensation), including—

- (1) demand-reduction education programs in which law enforcement officers participate;
- (2) multi-jurisdictional task-force programs that integrate federal, state, and local drug-law-enforcement agencies and prosecutors for the purpose of enhancing inter-agency co-ordination and intelligence, and facilitating multi-jurisdictional investigations;
- (3) programs designed to target the domestic sources of controlled and illegal substances, such as precursor chemicals, diverted pharmaceuticals, clandestine laboratories, and cannabis cultivations;
- (4) providing community and neighborhood programs that assist citizens in preventing and controlling crime, including special programs that address the problems of crimes committed against the elderly and special programs for rural jurisdictions;
- (5) disrupting illicit commerce in stolen goods and property;
- (6) improving the investigation and prosecution of white-collar crime, organized crime, public-corruption crimes, and fraud against the government, with priority attention to cases involving drug-related official corruption;
- (7)(A) improving the operational effectiveness of law enforcement through the use of crime-analysis techniques, street-sales enforcement, schoolyard-violator programs, and gang-related and low-income-housing drug-control programs; and
- (B) developing and implementing anti-terrorism plans for deep-draft ports, international airports, and other important facilities;
- (8) career-criminal prosecution programs, including the development of proposed model drug-control legislation;
- (9) financial investigative programs that target the identification of money-laundering operations and assets obtained through illegal drug trafficking, including the development of proposed model legislation, financial investigative training, and financial information-sharing systems;
- (10) improving the operational effectiveness of the court process, by expanding prosecutorial, defender, and judicial resources, and implementing court-delay-reduction programs;
- (11) programs designed to provide additional public correctional resources and improve the corrections system, including treatment in prisons and jails, intensive-supervision programs, and long-range corrections and sentencing strategies;
- (12) providing prison-industry projects designed to place inmates in a realistic working and training environment that will enable them to acquire

marketable skills and to make financial payments for restitution to their victims, for support of their own families, and for support of themselves in the institution;

(13) providing programs that identify and meet the treatment needs of adult and juvenile drug-dependent and alcohol-dependent offenders;

(14) developing and implementing programs that provide assistance to jurors and witnesses, and assistance (other than compensation) to victims of crimes;

(15)(A) developing programs to improve drug-control technology, such as pretrial drug-testing programs, programs that provide for the identification, assessment, referral to treatment, case-management and monitoring of drug-dependent offenders, and enhancement of state and local forensic laboratories; and

(B) developing programs to improve **criminal justice** information systems (including automated fingerprint identification systems) to assist law enforcement, prosecution, courts, and corrections organizations;

(16) innovative programs that demonstrate new and different approaches to enforcement, prosecution, and adjudication of drug offenses and other serious crimes;

(17) addressing the problems of drug trafficking and the illegal manufacture of controlled substances in public housing;

(18) improving the criminal and juvenile justice system's response to domestic and family violence, including spouse abuse, child abuse, and abuse of the elderly;

(19) drug-control evaluation programs that the state and units of local government may utilize to evaluate programs and projects directed at state drug-control activities;

(20) providing alternatives to prevent detention, jail, and prison for persons who pose no danger to the community;

(21) programs of which the primary goal is to strengthen urban enforcement and prosecution efforts targeted at street drug sales;

(22) programs for the prosecution of driving while intoxicated charges and the enforcement of other laws relating to alcohol use and the operation of motor vehicles;

(23) programs that address the need for effective bindover systems for the prosecution of violent 16- and 17-year-old juveniles, in courts with jurisdiction over adults, for the crimes of—

(A) murder in the first degree;

(B) murder in the second degree;

(C) attempted murder;

(D) armed robbery when armed with a firearm;

(E) aggravated battery or assault when armed with a firearm;

(F) criminal sexual penetration when armed with a firearm; and

(G) drive-by shootings as described 18 U.S.C. § 36;

(24) law-enforcement and prevention programs relating to gangs or to youth who are involved or at risk of involvement in gangs;

(25) developing or improving, in a forensic laboratory, a capability to analyze DNA for identification purposes; and

(26) developing and implementing anti-terrorism training programs and procuring equipment for use by local law-enforcement authorities; and

(b) To reduce crime and improve public safety, including but not limited to, the following:

- (1)(A) hiring, training, and employing on a continuing basis new, additional law enforcement officers and necessary support personnel;
- (B) paying overtime to presently-employed law enforcement officers and necessary support personnel for the purpose of increasing the number of hours worked by such personnel; and
- (C) procuring equipment, technology, and other material directly related to basic law-enforcement functions;
- (2) enhancing security measures—
 - (A) in and around schools; and
 - (B) in and around any other facility or location that is considered by the unit of local government to have a special risk for incidents of crime;
- (3) establishing crime-prevention programs that may, though not exclusively, involve law-enforcement officials and that are intended to discourage, disrupt, or interfere with the commission of criminal activity, including neighborhood-watch and citizen-patrol programs, sexual-assault and domestic-violence programs, and programs intended to prevent juvenile crime;
- (4) establishing or supporting drug courts;
- (5) establishing early-intervention and -prevention programs for juveniles, in order to reduce or eliminate crime;
- (6) enhancing the adjudication process of cases involving violent offenders, including violent juvenile offenders;
- (7) enhancing programs under (a), above;
- (8) establishing co-operative task forces between adjoining units of local government to work co-operatively to prevent and combat criminal activity, particularly criminal activity that is exacerbated by drug- or gang-related involvement; and
- (9) establishing a multi-jurisdictional task force, particularly in rural areas, composed of law-enforcement officials representing units of local government, that works with Federal law-enforcement officials to prevent and control crime.

**Appendix G
Application Checklist**

**Edward Byrne Memorial Justice Assistance Grant (JAG) Program:
FY 2018 Local Solicitation**

This application checklist has been created as an aid in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:

- _____ Acquire a DUNS Number (see page 31)
- _____ Acquire or renew registration with SAM (see page 32)

To Register with GMS:

- _____ For new users, acquire a GMS username and password* (see page 32)
- _____ For existing users, check GMS username and password* to ensure account access (see page 32)
- _____ Verify SAM registration in GMS (see page 32)
- _____ Search for correct funding opportunity in GMS (see page 32)
- _____ Select correct funding opportunity in GMS (see page 32)
- _____ Register by selecting the "Apply Online" button associated with the funding opportunity title (see page 32)
- _____ Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm (see page 17)
- _____ If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see pages 2 and 33)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contact designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

Overview of Post-Award Legal Requirements:

- _____ Review the "[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2018 Awards](https://ojp.gov/funding/index.htm)" in the OJP Funding Resource Center at <https://ojp.gov/funding/index.htm>.

Scope Requirement:

- _____ The federal amount requested is within the allowable limit(s) of the FY 2018 JAG Allocations List as listed on BJA's [JAG web page](#).

Eligibility Requirement: Only units of local government may apply under this solicitation. By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of

a state; or, it may be a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes.

What an Application Should Include:

_____ Application for Federal Assistance (SF-424)	(see page 19)
_____ Intergovernmental Review	(see page 19)
_____ Project Identifiers	(see page 19)
_____ Program Narrative	(see page 20)
_____ Budget Detail Worksheet	(see page 21)
_____ Budget Narrative	(see page 22)
_____ Indirect Cost Rate Agreement (if applicable)	(see page 25)
_____ Tribal Authorizing Resolution (if applicable)	(see page 26)
_____ Financial Management and System of Internal Controls Questionnaire	(see page 26)
_____ Disclosure of Lobbying Activities (SF-LLL) (if applicable)	(see page 27)
_____ Certifications and Assurances by Chief Executive	(see page 27)
_____ Certification of Compliance with 8 U.S.C. § 1373 by Chief Legal Officer (Note: this requirement does not apply to Indian tribal governments.)	(see page 27)
_____ OJP Certified Standard Assurances	(see pages 39–44)
_____ Additional Attachments	
_____ Applicant Disclosure of Pending Applications	(see page 28)
_____ Research and Evaluation Independence and Integrity (if applicable)	(see page 29)



City of Pontiac, Michigan

Executive Office - Memorandum

Mayor Deirdre Waterman

RECEIVED
2018 AUG 17 PM 12:45
PONTIAC CITY CLERK

To: Honorable Council President Williams and City Council Members

From: Mayor Deirdre Waterman

Date: August 16, 2018

Cc: Jane Bais DiSessa, Deputy Mayor, and Anthony Chubb, City Attorney

Re: **Agenda Request: Resolution to authorize Mayor to sign Executive Search Proposal from TJA Staffing Services at a cost not to exceed \$67,967.00.**

As you are aware, the City is in need of assistance for the hiring of the following vacant positions: Finance Director, City Treasurer, Deputy DPW Director, Human Resource Manager, Junior Planner, and Contract Compliance Officer. A copy of their proposal is attached for your information and review. The total cost for this proposal is \$67,967.00.

Please note that this matter was presented to the Finance City Council Sub-Committee.

As such, the following resolution is recommended for your consideration:

Whereas, TJA Staffing Services is a 100% minority owned full-service Human Resource Firm. The firm's corporate office is located at 660 Woodward Ave., Suite 2450, Detroit, MI 48226 and provides high to mid-level executive personnel to local and national corporations; and

Whereas, TJA Staffing Services has an overall 98% success rate; and understands the foremost indicators in determining a successful placement; and

Whereas, TJA Staffice Services insures that the successful candidate will thoroughly understand the job requirements and expectations; and has the skills, education and desire necessary to do the job; and

Whereas, TJA Staffing Services will make sure that the candidate identifies with the mission statement, and are willing to adhere to the policies and procedures of the organization; and

Memorandum RE: Agenda Request for TJA Staffing Services
August 16, 2018
Page 2 of 2.

Whereas, Mr. Thomas J. Adams, President of TJA will be the lead consultant on the assignment. Mr. Adams has more than 30 years of executive recruitment experience and is affiliated with more than 20 boards and organizations both locally and nationally.

Now therefore be it resolved that the City Council authorizes the Mayor to sign the Executive Search Proposal from TJA Staffing Services at a cost not to exceed \$67,967.00.

JBD

Attachment

TJA STAFFING SERVICES, INC.

Re: City of Pontiac, Executive Search Proposal

Contact Details

Primary contact person assigned to lead on the project

Thomas J. Adams, President & CEO, 660 Woodward Avenue – Suite 2450 – Detroit, MI 48226

Email: tjadams@tj-adams.com,

Phone: (313) 638-1396, Fax: (313) 784- 4696, Cell: (313) 319-4067

Contact person assigned to the project

Jessica Taylor, Executive Recruiter, 660 Woodward Avenue – Suite 2450 – Detroit, 48226

Email: jtaylor@tj-adams.com,

Phone: (313) 638-1396, Fax: (313) 784-4696, Cell: (313) 878-2155

To Schedule Appointments, Contact:

Loretta Cook, Administrative Assistant, 660 Woodward Avenue – Suite 2450

Email: lcook@tj-adams.com

Phone: (313) 638-1396, Fax: (313) 784-4696

Company History

Mission Statement.

TJA provides quality service to our clients above and beyond their expectations.

Firm's location and geographical reach.

TJA is a 100% minority owned full-service Human Resource Firm. The firm's corporate office is located at 660 Woodward Ave., Suite 2450, Detroit, MI 48226. TJA provides high to mid-level executive personnel to local and national corporations.

TJA is a 100% retained Executive Search Firm that recruits for executive level positions ranging from Presidents to Managers. Our clients are composed of diverse industries including Corporate, educational, banking, municipalities and non-profits.

Firm's reputation and industry knowledge. By offering high-quality recruitment and having a strong commitment to customer service, TJA has established and maintain an excellent reputation. Thomas J. Adams, President of TJA will be the lead consultant on the assignment. Mr. Adams has more than 30 years of Executive Recruitment experience, and is affiliated with more than twenty boards and organizations locally and national. Jessica Taylor has over 20 years of experience in Executive Recruitment and Training

Success rate in placements

Our overall success rate for placements is approximately 98%. TJA understands that there are several foremost indicators in determining a successful placement. TJA insures that the candidate thoroughly understands the job requirements and expectations; and has the skills, education and desire necessary to do the job. We make sure that the candidate identifies with the mission statement, and are willing to adhere to the policies and procedures of the organization. Also, it is very significant that the candidate fits into the culture of the organization.

TJA STAFFING SERVICES, INC.
Re: City of Pontiac, Executive Search Proposal

Placement History

TJA has a placement ratio of approximately 60% minority and 40% majority candidates. We understand that there are several foremost indicators in determining a successful placement. TJA insures that the candidate thoroughly understands the job requirements and expectations; and has the skills, education and desire necessary to do the job. We make sure that the candidate identifies with the mission statement, and are willing to adhere to the policies and procedures of the organization.

Candidates' retention in top level positions

To insure longevity, TJA acts as a mentor and sounding board to facilitate any problems or concerns the new hire might have in the position. We will also make sure that he/she has the appropriate connections, if necessary.

TJA experience with placing Candidates in Finance/Treasurer and Human Resources positions include:

Detroit Medical Center

- Vice President / Treasurer
- Three (3) Directors of Finance
- Director of Compensation (HR)

Greater Detroit Area Health Council

- Vice President of Finance

Detroit Wayne County Health Authority

- Chief Financial Officer & Vice President of Finance

Institute of Population Health

- Director of HR

Trinity Health in Novi

- Vice President, HR

Michigan Consolidated

- Director of Compensation

TJA Experience working with Municipalities includes:

Municipalities (State of Michigan)

- Chief of Police (City of Detroit)
- Chief of Police (City of Inkster)
- City Manager (City of Lincoln Park)
- City Manager (City of Allen Park)
- City Manager & Deputy City Manager (City of Hamtramck)
- Deputy Mayor (City of Pontiac)

TJA STAFFING SERVICES, INC.
Re: City of Pontiac, Executive Search Proposal

PROJECT COMPLETION TIMELINE

PHASE I	30-days
Initial meeting with Representatives from City of Pontiac	
Developing Candidate's profile	
PHASE II	30-days
Generate a pool of potential candidates	
Source, qualify and interview candidates	
PHASE III	30-days
Prepare for presentation of Candidates	
Present qualified candidates to Client	
PHASE IV	30-days
Client Interviews	
Background Checks	
Offer and Negotiations	
Coming on-board and integration	

NOTE: The completion timeline for Phase IV can vary based on the Client's availability to process candidates.

TJA STAFFING SERVICES, INC.
Re: City of Pontiac, Executive Search Proposal

July 2, 2018

Mayor Deirdre Waterman
City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342

Dear Mayor Waterman:

TJA Staffing Services, Inc. (TJA) has a tremendous amount of respect for you and a strong desire to help the city of Pontiac. Therefore, I am willing to reduce our fee for your searches from 30% to 20%. In addition, I am going to perform the Contract Compliance/Grant writer and Junior Planner searches free of charge. Instead of paying for six (6) searches, you will only pay for four (4) searches at the reduced rate of 20%.

You will be charged a rate of 20% for the following four (4) positions:

Finance Director =	\$121,500.00
Human Resources Director=	63,336.00
City Treasurer =	80,000.00
Deputy Director of DPW =	75, 000.00
Junior Planner =	0 (No Charge)
Contract Compliance =	0 (No Charge)
	<u>\$339,836.00 @ 20% = \$67,967.00</u>

The total fee will be \$67,967.00, which represents a savings of \$70,883.00.

I will contact you, after you have had an opportunity to read the proposal. Thank you for considering TJA for you staffing needs.

Sincerely

TJA

Thomas J. Adams
President



MEMORANDUM

City of Pontiac
Controller's Office
47450 Woodward Avenue
Pontiac, Michigan 48342
Phone: 248.758.3118
Fax: 248.758.3197

DATE: 8/2/2018
TO: Honorable Mayor and City Council
FROM: Controller's Office
Through: Jane Bais DiSessa-Deputy Mayor
SUBJECT: 2018 HIDTA Sub-grant Agreement

RECEIVED
2018 AUG 17 PM 12:28
PONTIAC CITY CLERK

The City of Pontiac has the opportunity to utilize the High Intensity Drug Trafficking Area Grant from the State of Michigan through the Oakland County's Sheriff's office. This grant reimburses the municipality for overtime expenses that it incurred related to its participation in the Oakland County Narcotic Enforcement team ("N.E.T"), a multijurisdictional drug enforcement task force under the direction and supervision of the Oakland County Sheriff's Office ("O.C.S.O").

The purpose of the HIDTA program is to reduce drug trafficking and production by:

- Creating cooperation between various levels of law enforcement;
- Enhancing law enforcement intelligence sharing among law enforcement agencies;
- Supporting coordinated law enforcement strategies to align available resources and reduce the supply of illegal drugs in designated areas of the United States.

Oakland County submitted an Initiative Description and Budget Proposal to the Executive Board for Michigan HIDTA requesting the ONDCP to grant N.E.T \$130,000.00 for the 2018 program year to reimburse N.E.T. participating agencies for eligible law enforcement overtime costs.

The City of Pontiac is a sub recipient and therefore must enter into the attached sub agreement with Oakland County Sheriff's Office. The attached resolution is recommended for consideration.

RESOLUTION OF SUBRECIPIENT AGREEMENT FOR THE SHERIFFS
OFFICE NARCOTICS ENFORCEMENT TEAM HIGH INTENSITY DRUG
TRAFFICKING AREA (HIDTA)

WHEREAS, Oakland County as the legal entity that administers N.E.T., submitted an Initiative Description and Budget Proposal to the Executive Board for Michigan HIDTA requesting the United States Office of National Drug Control Policy (ONDCP) to grant N.E.T. an award for program year (PY) 2018 to reimburse N.E.T. participating agencies for eligible law enforcement officer overtime costs; and,

WHEREAS, if ONDCP grants N.E.T. an award for PY 2018, the ONDCP disburses the HIDTA funds to the Michigan State Police (MSP); and,

WHEREAS, the County has the authority to allocate a portion of the Grant funds to reimburse a participating municipality for qualifying overtime costs subject to the terms and conditions of the agreement; and,

WHEREAS, the County requires any participating unit of government to approve the proposed Subrecipient Agreement by Resolution of the governing board of the local unit of government; and,

WHEREAS, the Oakland County Board of Commissioners has agreed to the attached Subrecipient Agreement; and,

WHEREAS, the City of Pontiac desires to enter into the attached Subrecipient Agreement between the City and Oakland County; and

WHEREAS, Oakland County Corporate Council and the City of Pontiac have approved the attached Subrecipient Agreement.

NOW THEREFORE BE IT RESOLVED that the City of Pontiac Council approves the attached Subrecipient Agreement with the County of Oakland and authorizes the Mayor to sign on behalf of the City.

X

PROGRAM YEAR 2018
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
SUBRECIPIENT AGREEMENT BETWEEN
THE COUNTY OF OAKLAND AND CITY OF PONTIAC
Data Universal Numbering System (DUNS) #: 831471144

This Agreement is made between Oakland County, a Constitutional Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County") and City of Pontiac, 47450 Woodward Ave, Pontiac, MI 48342, a Michigan Municipal Corporation ("Municipality"). The County and Municipality shall be collectively referred to as the "Parties."

PURPOSE OF AGREEMENT.

The Parties enter into this Agreement for the purpose of delineating their relationship and responsibilities regarding the County's use of Grant funds to reimburse the Municipality for overtime expenses that it incurred related to its participation in the Oakland County Narcotic Enforcement Team ("N.E.T."), a multijurisdictional drug enforcement task force under the direction and supervision of the Oakland County Sheriff's Office ("O.C.S.O.").

Under the Parties' separate N.E.T. agreement, the Municipality is responsible for providing a full-time employee for participation in N.E.T. and for all costs associated with that employment, including overtime.

The County, as the legal entity that administers N.E.T., submitted an Initiative Description and Budget Proposal (Exhibit A) to the Executive Board for Michigan HIDTA requesting the United States Office of National Drug Control Policy ("ONDCP") to grant N.E.T. an award of \$105,000.00 for program year (PY) 2018 to reimburse N.E.T. participating agencies for eligible law enforcement officer overtime costs. PY 2018 begins January 1, 2018 and ends December 31, 2018.

If ONDCP grants N.E.T. an award for PY 2018, the ONDCP disburses the HIDTA grant funds ("Grant funds") to the Michigan State Police ("MSP"). To receive the Grant funds, N.E.T. must submit requests for reimbursement with the required supporting documentation to Michigan HIDTA. If Michigan HIDTA approves the N.E.T. overtime reimbursement requests, the MSP should distribute the Grant funds to County on behalf of N.E.T. The County has the authority to allocate a portion of the Grant funds to reimburse the Municipality for qualifying overtime costs subject to the terms and conditions of this Agreement.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

1. **DEFINITIONS.** The following terms, whether used in the singular or plural, within or without quotation marks, or possessive or nonpossessive, shall be defined, read, and interpreted as follows.

2018 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT
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- 1.1. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgment, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for attorney fees, witness fees, court costs, investigation expenses, litigation expenses, and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County or Municipality, or the County's or Municipality's agents or employees, whether such claim is brought in law or equity, tort, contract, or otherwise.
- 1.2. **Grant funds** mean the funds that may be awarded to the County and the other participating agencies in N.E.T. pursuant to Michigan HIDTA Initiative Description and Budget Proposal Version 2018 (Exhibit A) submitted to Michigan HIDTA by County on behalf of itself and the other participating agencies in N.E.T.
2. **EXHIBITS**. The Exhibits listed below are incorporated and are part of this Agreement.
 - 2.1. **Exhibit A** – Michigan HIDTA Initiative Description and Budget Proposal Version 2018.
 - 2.2. **Exhibit B** - Template Request for HIDTA Overtime Reimbursement (Locals to County).
 - 2.3. **Exhibit C** – Sample letter regarding notification of current overtime pay rate.
 - 2.4. **Exhibit D** – Sample overtime slip, signed by the officer's supervisor that supports each Request for HIDTA Overtime Reimbursement.
 - 2.5. **Exhibit E** – Sample paystub or payroll report that supports each Request for HIDTA Overtime Reimbursement.
 - 2.6. **Exhibit F** – HIDTA Grant Agreement between ONDCP and MSP.
3. **FEDERAL AWARD PROJECT DESCRIPTION**.
 - 3.1. Catalog of Federal Domestic Assistance ("CFDA") #: 95.001
 - 3.2. Federal Awarding Agency: United States Office of National Drug Control Policy ("ONDCP")
 - 3.3. Program: High Intensity Drug Trafficking Areas (HIDTA)
 - 3.3.1. HIDTA Objective: To reduce drug trafficking and drug production in the United States by: (A) facilitating cooperation among Federal, State, local, and tribal law enforcement agencies to share information and implement coordinated enforcement activities; (B) enhancing law enforcement intelligence sharing among Federal, State, local, and tribal law enforcement agencies; (C) providing reliable law enforcement intelligence to law enforcement agencies needed to design effective enforcement strategies and operations; and (D) supporting coordinated law enforcement strategies which maximize use of available

resources to reduce the supply of illegal drugs in designated areas and in the United States as a whole.

3.4. Period of Performance: January 1, 2018 through December 31, 2018.

3.5. Federal Award Identification Number (FAIN) provided in the Grant Agreement between ONDCP and MSP (Exhibit F): [G18SM0002A]

4. USE OF HIDTA FUNDS.

4.1. The total amount of the federal award committed to the Municipality and obligated by this action by the County to the Municipality is not to exceed \$4,200.00 for each participating law enforcement officer. That amount is based on the number of N.E.T participating agencies and eligible law enforcement officers at the time this Agreement was executed by both Parties. If the number of N.E.T participating agencies and/or eligible law enforcement officers changes during the term of this Agreement, the total amount of the federal award committed to the Municipality and obligated by this action by the County to the Municipality amount may change as funds are available on a pro rata basis. Such commitment and obligation is contingent upon the ONDCP awarding the grant funds to N.E.T and the MSP reimbursing the County.

4.2. The County will reimburse the Municipality up to \$4,200.00 for each participating law enforcement officer for qualifying N.E.T.-related overtime. That amount is based on the number of N.E.T participating agencies and eligible law enforcement officers at the time this Agreement was executed by both Parties. If the number of N.E.T participating agencies and/or eligible law enforcement officers changes during the term of this Agreement, the maximum reimbursement amount may change as funds are available on a pro rata basis. Such reimbursement shall only be made after the supporting documentation is submitted by the Municipality and approved by the County, as described in Paragraph 5.1. Such reimbursement is contingent upon the ONDCP awarding the grant funds to N.E.T and the MSP reimbursing the County.

4.2.1. HIDTA funds shall be used to pay overtime only if the overtime was performed in support of a HIDTA-designated Enforcement initiative or Intelligence and information Sharing Initiative. HIDTA funds shall not be used to pay overtime related to training attendance, financial management, drug treatment, drug demand reduction or prevention, or non-investigative related administrative work.

4.2.2. No HIDTA funds shall be used to supplant the Municipality's funds that would otherwise be made available for the same purposes.

4.3. There is no research and development performed pursuant to this Agreement.

4.4. No indirect costs shall be charged or reimbursed under performance of this Agreement.

5. REIMBURSEMENT OF ELIGIBLE NET OVERTIME.

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- 5.1. To request reimbursement, the Municipality shall submit to the County the documentation described in the following subparagraphs no later than thirty (30) days after PY 2018 has expired. If the County, in its sole discretion, determines that the documentation submitted by the Municipality does not reconcile, then the Municipality shall provide any additional documentation requested by the County in order to process payment.
 - 5.1.1. A fully completed and signed Request for HIDTA Overtime Reimbursement attached as Exhibit B.
 - 5.1.2. A letter substantively similar to the sample letter regarding notification of current overtime pay rate attached as Exhibit C.
 - 5.1.3. Overtime slips, signed by the officer's supervisor, that support each Request for HIDTA Overtime Reimbursement. The overtime slips shall be substantively similar to the sample overtime slip attached as Exhibit D.
 - 5.1.4. The paystub or payroll report that supports each Request for HIDTA Overtime Reimbursement. The paystub or payroll report shall be substantively similar to the sample paystub attached as Exhibit E.
- 5.2. County will only reimburse Municipality for approved overtime costs after County has received the Grant funds from MSP for that particular reimbursement request.

6. GENERAL COMPLIANCE.

- 6.1. The Municipality shall comply with to 28 C.F.R. Part 69 (New Restrictions on Lobbying) and 2 C.F.R. Part 25 (Universal Identifier and System of Award Management).
- 6.2. The Municipality shall comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.
- 6.3. The Municipality shall perform all activities in accordance with The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.
- 6.4. The Municipality shall comply with ONDCP's HIDTA Program Policy and Budget Guidance, all other applicable Federal, state, and local laws and regulations, and the terms and conditions contained in this Agreement.
- 6.5. The Municipality shall comply with all applicable requirements for subrecipients that are provided in the HIDTA Grant Agreement between ONDCP and MSP (Exhibit F).

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6.6. As specified in the HIDTA Program Policy and Budget Guidance, the Municipality must:

- 6.6.1. Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- 6.6.2. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- 6.6.3. Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.
- 6.6.4. Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- 6.6.5. Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or the Municipality designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

7. FINANCIAL ACCOUNTABILITY AND AUDIT REQUIREMENTS.

- 7.1. The Municipality shall maintain standards of financial accountability that conform to 2 C.F.R. §200.302 (Financial Management) and 2 C.F.R. §200.303 (Internal Controls).
- 7.2. The Municipality shall comply with audit requirements contained in 2 C.F.R. Part 200, Subpart F, which requires the Municipality to have an annual audit conducted within nine (9) months of the end of their fiscal year, if the Municipality has an aggregate expenditure of more than \$750,000 in federal funds in a fiscal year. Any deficiencies noted in audit reports must be fully cleared by the Municipality within thirty (30) days after receipt of same. The County shall have the right to review and audit all records of the Municipality pertaining to any payment by the County.

8. CONFLICT OF INTEREST.

- 8.1. The Municipality shall comply with the following ONDCP conflict of interest policies:
 - 8.1.1. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
 - 8.1.2. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent

conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.

- 8.1.3. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

9. MANDATORY DISCLOSURE.

- 9.1. As a non-Federal entity, the Municipality must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to System for Award Management (SAM). Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

10. RECORD RETENTION.

- 10.1. The Municipality shall comply with the record retention provisions of 2 C.F.R. 200.333 (Retention requirements for records).
- 10.2. The Municipality should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine readable formats rather than in closed formats or on paper in accordance with 2 C.F.R. 200.335 (Methods for collection, transmission and storage of information).

11. ACCESS TO RECORDS.

- 11.1. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the County, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Municipal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also

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includes timely and reasonable access to the Municipality's personnel for the purpose of interview and discussion related to such documents. The right of access to the Municipality's records is not limited to the required retention period but last as long as the records are retained.

- 11.2. The Municipality shall permit the County and auditors to have access to the Municipality's records and financial statements as necessary for the County to meet the requirements of 2 C.F.R. Part 200.

12. TERM.

- 12.1. This Agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the Agreement is filed according to MCL 124.510. The approval and terms of this Agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. This Agreement shall end on December 31, 2018.

13. ASSURANCES.

- 13.1. Each Party shall be responsible for its own acts and the acts of its employees and agents, the costs associated with those acts, and the defense of those acts.
- 13.2. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 13.3. Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, laws, and requirements applicable to its activities performed under this Agreement.

14. TERMINATION OF AGREEMENT.

- 14.1. This Agreement may be terminated in whole or in part as follows:
 - 14.1.1. by the County, if the Municipality fails to comply with the terms and conditions of this Agreement;
 - 14.1.2. by the County for cause;
 - 14.1.3. by the County with the consent of the Municipality, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - 14.1.4. by the Municipality upon sending to the County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the

portion to be terminated. However, if the County determines in the case of partial termination that the reduced or modified portion of the subaward will not accomplish the purpose for which this Agreement was made, the County may terminate the Agreement in its entirety.

- 14.2. The County must provide to the Municipality a notice of termination. Written suspension or notice of termination will be sent to the Municipality's business address. If this Agreement is terminated or partially terminated, both the County and the Municipality remain responsible for compliance with the requirements at 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout Adjustments and Continuing Responsibilities.

15. CLOSEOUT.

- 15.1. The County shall close-out this Agreement when it determines that all applicable administrative actions and all required work under this Agreement have been completed by Municipality.

- 15.2. The Municipality shall comply with the closeout provisions of 2 C.F.R. 200.343 (Closeout).

16. POST-CLOSEOUT ADJUSTMENTS AND CONTINUING RESPONSIBILITIES.

- 16.1. The closeout of this Agreement does not affect any of the following:

- 16.1.1. The right of County to disallow costs and recover funds on the basis of a later audit or other review. The County must make any cost disallowance determination and notify the Municipality within the record retention period;
- 16.1.2. The obligation of the Municipality to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;
- 16.1.3. Audit requirements in Subpart F—Audit Requirements of 2 C.F.R. Part 200.
- 16.1.4. Records retention as required in Subpart D—Post Federal Award Requirements of this part, §200.333 Retention requirements for records through §200.337 Restrictions on public access to records.

17. REMEDIES FOR NONCOMPLIANCE.

- 17.1. If the Municipality fails to comply with federal statutes, regulations, or the terms and conditions of this Agreement, the County may impose additional conditions, as described in 2 CFR §200.207 Specific Conditions. If the County determines that noncompliance cannot be remedied by imposing additional conditions, the County may take one or more of the following actions, as appropriate in the circumstances:

- 17.1.1. temporarily withhold cash payments pending correction of the deficiency by the Municipality or more severe enforcement action by the County;

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- 17.1.2. disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 17.1.3. wholly or partly suspend or terminate the Agreement;
 - 17.1.4. recommend that the Federal awarding agency initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations;
 - 17.1.5. withhold further funds for the project or program;
 - 17.1.6. take other remedies that may be legally available.
18. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.
19. **DISCRIMINATION.** The Parties shall not discriminate against their employees, agents, applicants for employment, or another persons or entities with respect to hire, tenure, terms, conditions, and privileges of employment, or any matter directly or indirectly related to employment in violation of any federal, state or local law.
20. **PERMITS AND LICENSES.** Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations necessary to carry out its obligations and duties pursuant to this Agreement.
21. **RESERVATION OF RIGHTS.** This Agreement does not, and is not intended to waive, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.
22. **DELEGATION/SUBCONTRACT/ASSIGNMENT.** Neither Party shall delegate, subcontract, and/or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
23. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
24. **SEVERABILITY.** If a court of competent jurisdiction finds a term, or condition, of this Agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.

25. **CAPTIONS.** The section and subsection numbers and captions in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers and captions shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

26. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

26.1. If Notice is sent to the County, it shall be addressed and sent to: Oakland County Board of Commissioners Chairperson, 1200 North Telegraph, Pontiac, Michigan 48341, with a copy to Oakland County Sheriff's Office, Business Manager, 1200 N. Telegraph, Bldg. 38E, Pontiac, Michigan 48341.

26.2. If Notice is sent to the Political Subdivision, it shall be addressed to: City of Pontiac

26.3. Either Party may change the address and/or individual to which Notice is sent by notifying the other Party in writing of the change.

27. CONTACT INFORMATION.

<u>County of Oakland</u>	<u>City of Pontiac</u>
Lieutenant Brent Miles Investigative & Forensic Services Division Narcotics Enforcement Team Office: 248-858-1722 Fax: 248-858-1754 Email: milesbr@oakgov.com	

28. **GOVERNING LAW.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan, without regard to Michigan's conflict of laws provisions.

29. **AGREEMENT MODIFICATIONS OR AMENDMENTS.** Any modifications, amendments, rescissions, waivers, or releases to this Agreement must be in writing and executed by both Parties.

30. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other oral or written agreements between the

2018 HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT
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Parties. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Michael Gingell, Chairperson, Oakland County Board of Commissioners, acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the County to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
Michael Gingell, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
Printed Name:
Title:

IN WITNESS WHEREOF, _____, acknowledges that he/she has been authorized by a resolution of the Municipality's governing body, a certified copy of which is attached, to execute this Agreement, and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
Printed Name:
Title:

WITNESSED: _____ DATE: _____
Printed Name:
Title:



Michigan HIDTA
Request for HIDTA Overtime Reimbursement

ONE FORM PER OFFICER

REGULAR OVERTIME

Exhibit B

Michigan HIDTA
Mary Szymanski - Financial Manager
313.967.4523
FAX: 313.965.8183
mszymanski@mi.hidta.net

OFFICER'S NAME AND RANK

HOME DEPARTMENT NAME

PHONE NUMBER

MAILING ADDRESS

FEDERAL TAX ID OR MSP INDEX/PCA

REQUESTING OFFICER IS REQUIRED TO TYPE HIS/HER NAME IN THE BLUE BORDERED BOX BELOW. By typing my name in the box below, I certify that this overtime was incurred pursuant to HIDTA-related investigations on the dates and in the amounts listed.

APPROVING TASK FORCE COMANDER IS REQUIRED TO TYPE HIS/HER NAME IN THE RED-BORDERED BELOW BOX: By typing my name in the box below, I certify that I received this overtime request from the Requesting Officer, and have reviewed and approved it after determining it to be in compliance with ONDCP Program Policy as previously provided to me.

--	--

ITEM #	COMPLAINT #	DATE OT WORKED	# OT HOURS WORKED	OT HOURLY RATE	TOTAL ENTRY COST	LOCATION: Address, City/Township/County
1					\$0.0000	
2					\$0.0000	
3					\$0.0000	
4					\$0.0000	
5					\$0.0000	
					\$0.0000	

ITEM #	PROVIDE A BRIEF DETAIL OF THE CORRESPONDING ITEM # FROM THE TABLE ABOVE.
1	
2	
3	
4	
5	

THIS INFORMATION IS CONFIDENTIAL. DISCLOSURE OF CONFIDENTIAL INFORMATION IS PROTECTED BY THE FEDERAL PRIVACY ACT.

Revised January 2017

YOUR AGENCY LETTERHEAD

January 17, 2018

Director Craig Summers
Michigan HIDTA
28 W. Adams
Suite 400
Detroit, MI 48226

Dear Director Summers:

Please accept this correspondence as notification of the current pay rate for the listed ADD YOUR AGENCY NAME police officer assigned to the Oakland County Narcotic Enforcement Team (NET). The rate became effective July 1, 2017.

Parent Agency:	ADD YOUR AGENCY NAME
Employee Name/Rank:	ADD OFFICER'S NAME AND RANK
Regular Pay Rate:	OFFICER'S REGULAR HOURLY RATE
Overtime Pay Rate:	OFFICER'S OVERTIME HOURLY RATE

As requested, the overtime rate listed does not include any fringe benefits, such as retirement, FICA, etc. Please contact my office if additional information is required.

Sincerely,

Exhibit D

Please Note: This document is used for illustrative purposes only and the required documentation does not have to be the same, but must contain the same elements.

Required: Overtime slip signed by officer's supervisor. This item should include name, date, and overtime hours associated with HIDTA. The overtime rate should also be included unless provided in the paystub or payroll report.



[REDACTED]

[REDACTED]

[REDACTED]

TIME SHEET

DATE	HOURS	OVERTIME	NET#
07/11/2016	08:30-16:30		
07/12/2016	08:30-16:30		
07/13/2016	08:30-16:30		
07/14/2016	08:30-16:30		
07/15/2016	08:30-16:30		
<div style="text-align: right;"> APPROVED 8/16/16 [REDACTED] </div>			
08/01/2016	15:00-23:00		
08/02/2016	15:00-23:00		
08/03/2016	14:00-00:00	2hour	16-net-419
08/04/2016	14:00-23:00	1hour	IR-16-263
08/05/2016	03:00-07:00	4hour	IR-16-264
08/05/2016	15:00-23:00		

APPROVING SIGNATURE: [REDACTED]

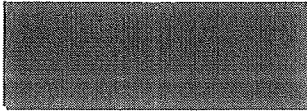
[REDACTED]

OVERTIME IN RED HAS BEEN TAKEN AS NET TIME (COMP)
OVERTIME IN GREEN HAS BEEN SUBMITTED FOR MJ OT GRAMP

Please sign and return.

Please Note: This document is used for illustrative purposes only and the required documentation **Exhibit E** does not have to the same, but must contain the same elements.

Required: Pay stub or payroll report containing the same information as pay stub. If the paystub does not indicate the overtime rate of pay, then please include with the overtime slip.

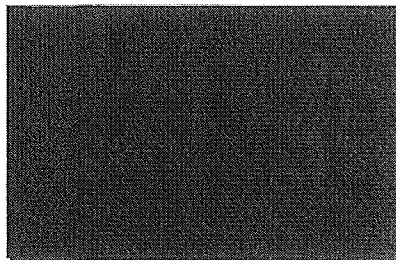


Pay Period Ending On: 08/07/2016
 Check #:
 Check Date: 08/12/2016
 Primary Rate: 31.2962
 Withholding Rate: 00
 Federal Allowances: 0

PAYCODE ID	HOURS	OT HOURS	GROSS	YTD	DEDUCTION ID	AMOUNT	YTD
LONGEVITY_PS	0.00	0.00	0.00	350.00	FITW	475.02	8,268.40
SALARY	80.00	7.00	2,832.31	41,498.79	SITW	112.08	1,906.87
TRAINING_PS	0.00	0.00	0.00	876.28	SOCSEC_EE	176.08	2,991.56
SICK_PS_07/01	0.00	0.00	0.00	625.92	MEDICARE_EE	41.18	699.64
F/Y SICK PAYOUT	0.00	0.00	0.00	594.63	DUES_PSO	29.63	444.38
PS SCK GAP	0.00	0.00	0.00	2,879.25	PS_HBL VISION	9.13	104.73
IN LIEU MED_P_S	0.00	0.00	115.38	1,846.08	RETIRE_PS_OFF	84.97	1,424.49
LIFE_INS	0.00	0.00	0.00	8.96	ICMA_PCNT	117.91	1,959.14
HOLIDAY	0.00	0.00	0.00	1,251.85	FLEX_PLAN	98.50	1,576.00
					SAVINGS_PSO	5.60	84.00
					PNC	647.59	11,474.94
					PNC	1,000.00	16,588.65
					ALLY	150.00	2,400.00
TOTALS:	80.00	7.00	2,947.69	49,931.76	TOTALS:	2,947.69	49,922.80

Net Pay This Period: 1,797.59

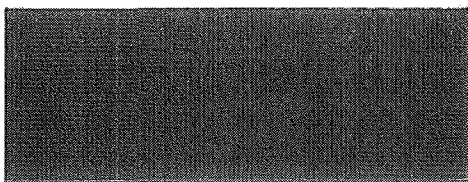
LEAVE BANK	PRIOR BALANCE	HOURS ACCRUED	HOURS LOST	HOURS TAKEN	NEW BALANCE
COMP_PS	7.50	0.00	0.00	0.00	7.50
F/Y SICK PAYOUT	0.00	0.00	0.00	0.00	0.00
PS KELLY BANK	0.00	0.00	0.00	0.00	0.00
SICK_PS_07/01	96.00	0.00	0.00	0.00	96.00
SICK_PS GAP	41.00	0.00	0.00	0.00	41.00
VAC_PS	124.00	0.00	0.00	0.00	124.00



08/12/2016

1,797.59

VOID**VOID*****VOID*****CHECK STUB REPRINT*****





Michigan HIDTA

Initiative Description and Budget Proposal

All Initiatives which seek HIDTA funding must complete this proposal and return to Michigan HIDTA via e-mail by the announced deadline. Completion of all sections of this proposal is required. The Office of National Drug Control Policy examines these submissions very closely. Your proposal must be clear, concise and complete. A complete proposal consists of this form AND the Michigan HIDTA FMS Budget Sheet.

Program Year: Initiative Title:

Submitter's Rank/Name: Submitter's Telephone #:

Submitter's E-mail Address:

SECTION 1: INITIATIVES

Level of Activity - Check all that apply

☒ Local DTO Focus ☐ Multi-State DTO Focus ☐ International DTO Focus ☐ Interdiction Focus

Does this Initiative Routinely Provide Information to the HIDTA Investigative Support Center (ISDC)?

☒ YES ☐ NO

SECTION 2: PROFILE

Initiative Description

Enter Lead Agency:

Enter Location of Initiative (City):

Check All That Apply

- ☐ Initiative is Collocated with other HIDTA Initiatives
- ☒ Initiative is Staffed with Full-Time Federal and Full-Time State/Local Personnel
- ☐ Full-Time Members of Initiative are Collocated and Commingled with Federal and State/Local Personnel

Initiative Description and Budget Proposal Instructions

Enter your initiative description and budget detail in the text box on the following page. The text box is not character limited, nor is it limited to the visible field on the page. It works best to compose the narrative in Word and copy into the text field on the following page. Please use narrative only to complete this section. The PMP software will not accept graphs, tables, charts, images, etc.

The narrative section is intended to describe the mission and proposed activities for your initiative (dismantling DTOs, meth labs, interdicting drugs/money, apprehending fugitives, etc.) and detail your initiative's funding request. This description should indicate when the initiative was first funded by HIDTA.

Your narrative must be clear, concise and complete. Do not include a long narrative detailing the history or accomplishments of your initiative. Please limit your initiative description to several short paragraphs.

The first paragraph should clearly identify the threat (drug problem, violent crime, money laundering) in your area. ONDCP expects detailed information regarding the threat in the HIDTA county/counties which your initiative serves. Describe the types of drugs being trafficked, the presence/activities of gangs and drug-related violent crime. Include information on DTOs and MLOs operating in your area. DO NOT use specific names/addresses for any organizations or provide any information which is law enforcement sensitive or classified. Referring to the Michigan HIDTA Annual Threat Assessment/Drug Market Analysis is essential when describing the threat in your region.

In the next paragraph discuss your plan to attack the threat in your region. Describe your initiative and detail your plan to address the specific threats/problems in your area and achieve your performance targets. If your initiative consists of multiple teams, explain how each team's activities attack the drug threat in your HIDTA county. Detail how you will work more efficiently and effectively by conducting intelligence-driven investigations and sharing information (leads).

The next paragraph(s) should present your budget request. Remember that HIDTA funding is added-value funding and cannot be used to supplant normal operating budget items. Each budget line item (overtime, equipment, supplies, vehicles, phones, services, etc.) must be detailed in narrative form, specifying the amount requested and how each line item amount will be utilized. It is important to relate why each line item is needed and how it fits into your plan to attack the threat in your region and attain your performance targets. Provide a clear, concise and complete explanation of all items in your budget request. The budget narrative will be reviewed by the Michigan HIDTA Steering Committee and Executive Board before being sent to ONDCP for review and approval.

ONDCP closely examines vehicle expenditures. Lease costs and other vehicle-related expenses must be detailed. Ensure the number of vehicles and expenses match the number of eligible officers in your initiative. Examples: "6 vehicles @ \$500/month x 12 months = \$36,000; Gasoline Expense, 6 officers @ \$200/month x 12 months = \$14,400 .

ONDCP also scrutinizes overtime expenses. Ensure these expenses line-up with eligible officers in your initiative. ONDCP caps overtime for individual officers at \$9,500 annually. The Michigan HIDTA limits the cap to \$6,500 per officer annually. Each initiative is required to maintain documentation/spreadsheet to ensure these limits are not exceeded. Example: 10 task force officers x \$3,000/annually = \$30,000 annual overtime.

PLEASE NOTE: Equipment vs. Supplies - There has been a change in how these items are categorized. All items purchased for \$5,000 or more per item are categorized as Equipment. All items purchased for \$4,999 or less per item are categorized as Supplies.

Equipment expenses must be detailed. Provide specifics for what will be purchased, the cost, and how it relates to your plan to address the threat. Example: 10 ballistic shields @ \$6,000 each = \$60,000.

Supplies expenses must be detailed. Provide specifics for what will be purchased, the cost, and how it relates to your plan to address the threat. Example: 12 laptop computers @ \$1,000 each = \$12,000.

Service expenses must also be detailed. Example: Monthly cell phone service for 12 officers @ \$100/monthly x 12 months = \$14,400.

The total of all items must match the total entered in the "Total Dollar Amount Requested" field at the top of the next page.

A complete proposal consists of this form AND the Michigan HIDTA FMS Budget Sheet.

Enter Initiative Description and Budget Proposal Detail Below

Total Dollar Amount Requested: \$130,000.00

The Oakland County Narcotic Enforcement Team (NET) is a multi-jurisdictional task force which is designed to integrate federal law enforcement agencies for the purpose of identifying, investigating, and prosecuting violators of state and federal narcotic laws. The task force NET was formed in 1971 and is currently directed by the Oakland County Sheriff's Office.

NET is now comprised of fifteen local police departments, and is partnered with the DEA, Oakland County Prosecutors Office and IRS. NET drives its mission by dividing its resources into four investigative teams. Three of the teams are considered street level crews that make undercover cases against street level dealers. These crews are loosely divided up by four quadrants of Oakland County. These teams make the majority of arrests and seizures of street level dealers throughout Oakland County. The fourth team is dedicated to interdiction style cases and street level prescription pill cases. NET also commits full time officers to the DEA, Group 19 and Group 9. It is NET's belief that the interchanging of task force officers results in a highly efficient exchange of intelligence and maximum efforts applied to DTO prosecutions.

Oakland County is a highly diversified county in that it has urban areas like the city of Pontiac and several cities that border the 8 Mile corridor. The city of Pontiac has a population of 59,515 and it has a crime index of seven, 100 being the safest. If you lived in Michigan you would have a 1 in 203 chance of becoming a victim of crime and if you lived in Pontiac, Michigan you would have a 1 in 53 chance of becoming a victim of violent crimes. For every one thousand residents there are 53 that will be a victim of crime. Pontiac has one of the highest crime rates in America when you compare it with other communities of similar size. Oakland County also consists of a high concentration of suburbs and rural northern areas. The population of Oakland County is about 1,200,000 with a very wide range of medium family incomes. Oakland County's drug threat appears to be a mirror image of the Michigan HIDTA's drug threat assessment. Illegal prescription drugs are hitting the street at a very alarming rate and heroin / fentanyl usage is on the rise at an alarming rate. Heroin and fentanyl are the leading cause of over dose related deaths. Cocaine and crack are still readily available anywhere throughout the County, although the street level price appears to be increasing. Marijuana appears to be the number one available drug throughout the County.

Oakland County borders the city of Detroit and is directly south of the city of Flint with I-75 being the major freeway connecting the three cities. Detroit and Flint once again led the state in violent crime in 2014, with Flint topping the list and Detroit at No. 2, according to preliminary annual FBI statistics released this week for cities of over 100,000 people. With 2,337 violent crimes per 100,000 people, Flint residents by far reported the most incidents per capita. Detroit had 2,137 violent crimes for every 100,000 residents.

Large scale DTO's commute between these three cities on a regular basis not being restricted by borders or geographic locations. It is a common practice for drug traffickers to distribute narcotics using I-75, I-96 and I-94 as gateways to our communities. Oakland County appears to be made up of several local DTO's and criminal groups that distribute illegal drugs to users. These criminal groups are supplied by interstate and international DTO's.

The Oakland County NET task force is responding to these evolving drug trends by committing resources to a specialized street crew for prescription pill violations. These include doctors and pain clinics selling directly to users. This crew works very closely with Blue Cross/Blue Shield in identifying targets and fraudulent prescriptions. The Oakland County NET task force also has street crews that initiate investigations into low level and mid level Criminal Groups and DTOs. The investigators utilize informants to make hand to hand purchases from these organizations. This type of case is highly successful in prosecution. The investigators also use informants to conduct drug buys and to provide intelligence information that results in the identification.

Agency Positions

Summarize the staffing levels you confidently expect to be part of your initiative for the Program Year selected. The *HIDTA Funded* box should be marked Yes **ONLY** when HIDTA funding covers the salary/wages for the listed position.

[illegible]

Predicting Expected Outputs: When developing your expected outputs for the Program Year, please ensure you take into consideration your past 2-3 year performance averages. ONDCP frequently refers to these averages when evaluating future performance target numbers.

SECTION 3: DTOs

DTO Expected Outputs:

Predict the number of DTOs and MLOs you expect to disrupt and/or dismantle during the Program Year. Your performance targets should be aggressive but reasonably attainable, considering expected staffing and funding. Remember that your initiative's performance is compared to how successfully it attained its predicted totals. Please note Initiative's performance is not compared to the performance of other initiatives. Include pertinent notes in the Notes/Additional Information box.

DISRUPTED Defined

DISMANTLED Defined

Enter Number of **DTOs** Expected to be Disrupted or Dismantled This Program Year:

5

Notes/Additional Information:

Enter Number of **MLOs** Expected to be Disrupted or Dismantled This Program Year:

0

Notes/Additional Information:

SECTION 4: CLANDESTINE LABS

Predict the number of each of the following items which you expect to seize during the Program Year. Include pertinent notes in the Notes/Additional Information box.

Enter the Number of Lab Dump Sites Expected to be Seized

0

Enter the Number of Chemical/Glassware/Equipment Expected to be Seized

0

Enter the Number of Children Expected to be Affected

0

Enter the Number of **Meth Labs** Expected to be Dismantled

0

Enter the Number of **Other Clan Labs** (Production/Conversion) Expected to be Dismantled

0

Notes/Additional Information:

SECTION 5: ACTIVITIES

Predict the number of each of the following items for the Program Year. Include pertinent notes in the Notes/Additional Information box.

New HIDTA Cases:

Enter the Number of New HIDTA Initiative Cases Expected to be Opened This Program Year:

Notes/Additional Information:

Case Support:

Enter the Number of Cases Expected to be Provided Analytical Support This Program Year:

Refer to definition of Analytical Support (AS). Project only number of cases which will receive AS from an analyst embedded with your TF or the DSEMIIC/MIOC. Do not include cases which will receive AS from an analyst seated at the HIDTA. A case can be reported receiving AS only ONCE IN A CALENDAR YEAR but can be counted each calendar year it receives AS. Project the number of separate cases to receive AS in the year, not the number of times AS is received on all cases. ***Important: Remember to submit a completed survey with your quarterly report for each case receiving AS.***

Enter the Number of Event Deconflictions Expected to be Submitted This Program Year:

Enter the Number of Case Matching Requests Expected to be Submitted This Program Year:

Notes/Additional Information:

SECTION 6: FUGITIVES

Predict the number of fugitives you expect to apprehend for the Program Year. A *Fugitive* is defined as an apprehension made pursuant to some type of court-issued pick-up order, such as an arrest warrant, a writ, etc. An *Arrest* is defined as any apprehension made absent any type of court-issued pick-up order, primarily arrests made on probable cause. Initiative plans to make *Arrests* during the year are indicated by selecting *Arrests* from the *Other Outputs* pick list in Section 7.

Enter the Number of Fugitives Expected to be Arrested This Program Year:

Notes/Additional Information:

SECTION 7: OTHER OUTPUTS

ENTRY OF MANDATORY OUTPUTS

FORENSIC ENHANCEMENT - MSP TECHNICAL SUPPORT UNIT - REDRUM

Continue to report Other Outputs contained in the pick list boxes below. Other Output information provided will be maintained internally at the HIDTA but will not be reported in PMP.

ALL OTHER HIDTA INITIATIVES

Report ONLY the four Other Outputs ARRESTS, CRIMINAL GROUPS, FIREARMS SEIZED and T-III WIRETAPS. This information will be reported in PMP.

FUGITIVES VS. ARRESTS

Fugitives: Provide a projection of how many fugitives your task force will arrest for the year in *Section 6: Fugitives*. A fugitive is defined as an apprehension made pursuant to some type of court-issued pick-up order, such as an arrest warrant, a writ, etc.

Arrests: No projection of how many arrests your task force will make for the year is required. An arrest is defined as any apprehension made absent any type of court-issued pick-up order; primarily arrests made on probable cause. Indicate your task force's intentions to make arrests during the year by selecting/loading ARRESTS into one of the Other Output boxes below.

Definition of Wiretap

A wiretap is a form of electronic monitoring where a Federal or state court order authorizes law enforcement to surreptitiously listen to phone calls or intercept wireless electronic text messages or video communications. Indicate your plan to utilize wiretaps by selecting T-III WIRETAPS in one Other Output box to the right.

Select the Other Outputs your initiative plans to utilize in the pick list boxes below.

Reporting Wiretaps

No projection regarding the number of wiretaps to be utilized is required. The actual number of wiretaps is reported each quarter on the Task Force Quarterly Report. Report only the number of lines (telephone numbers) for which a court order authorized eavesdropping. Do not report an extension of a court order for the same telephone line (number) unless the extension is spanning the calendar year being reported. Note: Dialed number recorders (Pen Registers) are not considered a wiretap for PMP reporting purposes.

Other Output:

ARRESTS

Other Output:

CRIMINAL GROUPS

Other Output:

FIREARMS SEIZED

Other Output:

T-III WIRETAPS

Other Output:

Other Output:

Other Output:

Other Output:

Other Output:

Other Output:

Other Output:

Other Output:

①

Executive Office of the President Office of National Drug Control Policy		Grant Agreement	
1. Recipient Name and Address Douglas J. Spitzley Michigan State Police 333 S. Grand Avenue PO Box 30634 Lansing, MI 48909-0634		4. Award Number (FAIN): G18SM0002A	
		5. Period of Performance: From 01/01/2018 to 12/31/2019	
2. Total Amount of the Federal Funds Obligated: \$619,104	6. Federal Award Date: February 26, 2018	7. Action: Initial	
2A. Budget Approved by the Federal Awarding Agency \$619,104	8. Supplement Number		
3. CFDA Name and Number: <i>High Intensity Drug Trafficking Areas Program - 95.001</i>	9. Previous Award Amount:		
3A. Project Description <i>High Intensity Drug Trafficking Areas (HIDTA) Program</i>	10. Amount of Federal Funds Obligated by this Action: \$619,104		
	11. Total Amount of Federal Award: \$619,104		
12. Consistent with P.L. 115-120, the Extension of Continuing Appropriations Act, 2018, this document provides a total budget and spending ceiling as reflected in Block 10 of the Grant Award document, which represents funding at a rate of 35% of the fiscal year 2017 funding level. Accordingly, the sum of all budgets cannot exceed the award amount reflected in Block 10 of the Grant Award document. The Office of National Drug Control Policy acknowledges that the aforementioned funding level is below the stated budget requirements; however, additional funding cannot be made available until enacted through public law.			
13. Statutory Authority for Grant: <i>Public Law 115-120</i>			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Michael K. Gottlieb Associate Director Office of National Drug Control Policy		15. Typed Name and Title of Authorized Official Chief Accountant Douglas J. Spitzley Michigan State Police	
16. Signature of Approving ONDCP Official <i>Michael K. Gottlieb</i>		17. Signature of Authorized Recipient/Date	
AGENCY USE ONLY			
18. Accounting Classification Code DUNS: 805340247 EIN: 1386000134K1		19. HIDTA AWARD <i>OND1070DB1819XX OND6113</i> <i>OND2000000000 OC 410001</i>	



FILE COPY

February 26, 2018

Mr. Douglas J. Spitzley
Michigan State Police
333 S. Grand Avenue, PO Box 30634
Lansing, MI 48909-0634

Dear Mr. Spitzley:

We are pleased to inform you that your request for funding from the High Intensity Drug Trafficking Areas (HIDTA) Program has been approved, and a grant (Grant Number G18SM0002A) has been awarded in the amount of \$619,104. This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the Michigan HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

The original Grant Agreement, including certain Special Conditions, is enclosed. By accepting this grant, you assume the administrative and financial responsibilities outlined in the enclosed Grant Conditions, including the timely submission of all financial and programmatic reports, the resolution of audit findings, and the maintenance of a minimum level of cash-on-hand. Should your organization not adhere to these terms and conditions, ONDCP may terminate the grant for cause or take other administrative action.

If you accept this award, please sign both the Grant Agreement and the Grant Conditions and return a copy to:

Finance Unit
National HIDTA Assistance Center
11200 NW 20th Street, Suite 100
Miami, FL 33172
(305) 715-7600

Or via email to your respective NHAC accountant.

Please keep the original copy of the Grant Agreement and Grant Conditions for your file. If you have any questions pertaining to this grant award, please contact Shannon Kelly at (202) 395-5872.

Sincerely,

Michael K. Gottlieb

Michael K. Gottlieb
Associate Director

GRANT CONDITIONS

A. General Terms and Conditions

1. This award is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

For more information on the Part 200 Uniform Requirements, see <https://cfo.gov/cofar/>. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.

2. This award is subject to the following additional regulations and requirements:
 - 28 CFR Part 69 – "New Restrictions on Lobbying"
 - Conflict of Interest and Mandatory Disclosure Requirements, set out in paragraph 7 of these terms and conditions
 - Non-profit Certifications (when applicable)
3. Audits conducted pursuant to 2 CFR Part 200, Subpart F, "Audit Requirements" must be submitted no later than nine months after the close of the grantee's audited fiscal year to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb/>.
4. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.
5. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
6. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent (s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

These general terms and conditions, as well as archives of previous versions of the general terms and conditions, are available online at www.whitehouse.gov/ondcp/grants.

7. Conflict of Interest and Mandatory Disclosures

A. Conflict of Interest Requirements

As a non-Federal entity, you must follow ONDCP's conflict of interest policies for Federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from subrecipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

- i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
- ii. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.
- iii. If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Native American tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

B. Mandatory Disclosure Requirement

As a non-Federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to System for Award Management (SAM). Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

8. Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) Be registered in SAM before submitting its application; (ii) provide a valid DUNS number in its application; (iii) continue to maintain an active System for Award Management registration with current information at all times during which it has an active Federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.
9. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 CFR 200.331.

10. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180, dealing with all sub-awards and contracts issued under the grant.
11. As specified in the HIDTA Program Policy and Budget Guidance, recipient must:
 - a) Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
 - c) Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.
 - d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
 - e) Take reasonable measures to safeguard protected PII and other information ONDCP or the recipient designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain and report current information to the SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition (below). This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent 5 year period; and
- c. Is one of the following:

- (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition (below);
- (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5 year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and state level, but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

- (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The following special conditions are incorporated into each award document.

1. This grant is awarded for above program. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance (PPBG).
2. This award is subject to the requirements in ONDCP's HIDTA PPBG.
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e., the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6 of the HIDTA Program Policy and Budget Guidance.
6. Property acquired with these HIDTA grant funds is to be used for activities of the Michigan HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.
7. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

D. Federal Award Performance Goals

1. All entities that receive funds from this award are responsible for achieving performance goals established in the HIDTA Performance Management Process (PMP) and approved by the HIDTA's Executive Board and ONDCP.
2. All entities that receive funds from this award must report progress in achieving performance goals at least quarterly using the PMP.

See also Section A. 4 regarding Federal Financial Reports.

E. Payment Basis

1. A request for Advance or Reimbursement shall be made using the HHS/DPM system (www.dpm.psc.gov).
2. The grantee, must utilize the object classes specified within the initial grant application each time they submit a disbursement request to ONDCP. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered using the corresponding object class designations. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be Federal Deposit Insurance Corporation (FDIC) insured. The account must be interest bearing.

3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450), awardees and sub-awardees shall promptly, but at least annually, remit interest earned on advances to HHS/DPM using the remittance instructions provided below.

Remittance Instructions - Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on Federal funds. Pertinent details include the Payee Account Number (PAN), reason for check (remittance of interest earned on advance payments), check number (if applicable), awardee name, award number, interest period covered, and contact name and number. The remittance must be submitted as follows:

Through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment.

(i) For ACH Returns:

Routing Number: 051036706

Account number: 303000

Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

(ii) For Fedwire Returns*:

Routing Number: 021030004

Account number: 75010501

Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer
Division New York, NY

(* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

For recipients that do not have electronic remittance capability, please make check** payable to: "The Department of Health and Human Services."

Mail Check to Treasury approved lockbox:

HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231

(** Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

Any additional information/instructions may be found on the PMS Web site at
<http://www.dpm.psc.gov/>.

4. The grantee or subgrantee may keep interest amounts up to \$500 per year for administrative purposes.

Grant G18SM0002A

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RECIPIENT ACCEPTANCE OF GRANT CONDITIONS

Date: _____

Douglas J. Spitzley

Michigan State Police

Budget Detail

2018 - Michigan

Initiative - Oakland County Narcotics Enforcement Team (NET)

Investigation

Award Recipient - Michigan State Police (G18SM0002A)

Resource Recipient - Michigan State Police

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)

\$1,768,868.00

Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	24	\$105,000.00
Total Overtime		\$105,000.00
Services	Quantity	Amount
Communications - mobile phones & pagers		\$25,000.00
Total Services		\$25,000.00
Total Budget		\$130,000.00

2

Executive Office of the President Office of National Drug Control Policy		AWARD Grant	Page 1 of 1
1. Recipient Name and Address Chief Accountant Douglas J. Spitzley Michigan State Police 333 S. Grand Avenue PO Box 30634 Lansing, MI 48909-0634		4. Award Number: G18SM0002A	
		5. Grant Period: From 01/01/2018 to 12/31/2019	
2. Total Amount of the Federal Funds Obligated: \$1,768,868	6. Federal Award Date: 5/29/2018	7. Action Initial <input checked="" type="checkbox"/> Supplemental	
2A. Budget Approved by the Federal Awarding Agency \$1,768,868	8. Supplement Number 1		
3. CFDA Name and Number: <i>High Intensity Drug Trafficking Areas Program - 95.001</i>	9. Previous Award Amount: \$619,104.00		
3A. Project Description <i>High Intensity Drug Trafficking Areas (HIDTA) Program</i>	10. Amount of Federal Funds Obligated by this Action: \$1,149,764.00		
	11. Total Amount of Federal Award: \$1,768,868.00		
12. The above grant is approved subject to such conditions or limitation as are set forth in the original Grant. Consistent with P.L. 115-141 / H.R. 1625, Consolidated Appropriations Act, 2018, this Grant Award document provides additional funding in the amount indicated in Block 10. This amount, together with the amount equivalent to 35% of the fiscal year 2017 funding level previously made available, as indicated in Block 9, represent the total FY 2018 budget and spending ceiling for this grant, as indicated in Block 11.			
13. Statutory Authority for Grant: Public Law: 115-141			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Michael K. Gottlieb Associate Director Office of National Drug Control Policy		15. Typed Name and Title of Authorized Official Douglas J. Spitzley Michigan State Police	
16. Signature of Approving ONDCP Official Michael K. Gottlieb		17. Signature of Authorized Recipient/Date Douglas J. Spitzley 6/5/18	
AGENCY USE ONLY			
18. Accounting Classification Code DUNS: 805340247 EIN: 1386000134K1		19. HIDTA AWARD OND1070DB1819XX OND6113 OND2000000000 OC 410001	



May 29, 2018

Chief Accountant Douglas J. Spitzley
Michigan State Police
333 S. Grand Avenue, PO Box 30634
Lansing, MI 48909-0634

Dear Mr. Spitzley:

Grant number G18SM0002A has been increased and now totals \$1,768,868.00.

The original of Modification 1 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please contact Shannon Kelly at (202) 395-5872.

Sincerely,

Michael K. Gottlieb

Michael K. Gottlieb
Associate Director

Enclosures

Budget Detail

2018 - Michigan

Initiative - Oakland County Narcotics Enforcement Team (NET)

Investigation

Award Recipient - Michigan State Police (G18SM0002A)

Resource Recipient - Michigan State Police

Indirect Cost: 0.0%

Current Budget (net of reprogrammed funds)

\$1,768,868.00

Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	24	\$105,000.00
Total Overtime		\$105,000.00
Services	Quantity	Amount
Communications - mobile phones & pagers		\$25,000.00
Total Services		\$25,000.00
Total Budget		\$130,000.00