

PONTIAC CITY COUNCIL

Kermit Williams, District 7
President
Randy Carter, District 4
President Pro Tem



Patrice Waterman, District 1
Don Woodward, District 2
Mary Pietila, District 3
Gloria Miller, District 5
Dr. Doris Taylor Burks, District 6

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."

Garland S. Doyle, M.P.A.
Interim City Clerk

STUDY SESSION (AMENDED AGENDA)

June 4, 2019

6:00 P.M.

90th Session of the 10th Council

Call to order

Roll Call

Authorization to Excuse Councilmembers

Amendments to the Agenda (Add Resolution for the Community Benefits Ordinance to be prepared by the City Attorney by June 14, 2019)

Approval of the Amended Agenda

Approval of the Minutes

1. Special Meeting of May 17, 2019
2. Formal Meeting of May 28, 2019

Public Comment

Communication to the Mayor

3. Department Budget Hearings Schedule

Agenda Items for Consideration

Resolutions

City Council

4. Resolution to Schedule a Special Meeting regarding the Budget on Thursday, June 6, 2019 at 3:00 p.m.
5. Resolution to Schedule a Special Meeting regarding the Budget on Friday, June 7, 2019 at 12:00 p.m.
6. Resolution to Schedule a Special Meeting regarding the Phoenix Center on Monday, June 10, 2019 at 6:00 p.m.
7. Resolution to Schedule a Special Meeting regarding the Budget on Thursday, June 13, 2019 at 3:00 p.m.
8. Resolution to recommend that the Mayor terminate Hughey Newsome effective immediately as Hughey Newsome is unable to perform the necessary and requisite duties and responsibilities of Finance Director and or

Interim Finance Director.

Mayor's Office

9. Resolution to schedule a Public Hearing for the City of Pontiac's Proposed Annual Budget for FY 2019-2020 and City Tax Rate, for Tuesday, June 11, 2019.

Community and Economic Development

10. Resolution to approve the Revocation of the Reverter Clause for 2 & 4 N. Saginaw, Pontiac, MI.
11. Resolution to authorize the Mayor to enter into a contract with International Construction for Residential Demolition for Batch 14 and 15 at a cost not to exceed \$281,549,00; this contract will be funded with Community Development Block Grant (CDBG) funds.
12. Resolution to authorize the Mayor to enter into a contract with MWV Environmental Services for Asbestos Services for Batch 14 and 15 at a cost not to exceed \$133,394.00; this contract will be funded with CDBG funds.

Agenda Add-on

Resolution for the Community Benefits Ordinance to be prepared by the City Attorney by June 14, 2019

Monthly Mayoral Reports

13. Monthly Check Register
(The City Council adopted a resolution on February 5, 2019 for the Mayor to provide the monthly check register for the prior month, to the City Clerk, to be included in the Pontiac City Council Agenda, the first meeting of each month commencing with the March 5, 2019 Agenda. The City Clerk did not receive the check register for May 2019.) **The City Clerk has attached the weekly check register for May 3, 2019 it was printed from the City's website. As of May 31, 2019, the check registers for May 10, 17 and 24, 2019 are not on the City's website.**
14. Mayoral Report- Monthly Staff Changes Report.
(The May report was not submitted.)
15. City Credit Card Statement
(The City Council adopted a resolution that the Mayor will provide the monthly credit card statements for the prior month to the City Clerk, to be included in the Pontiac City Council Agenda, the first meeting of each month, commencing with the March 5, 2019 Agenda. **The City Clerk did not receive the March 2019, April 2019 or May 2019 statements.** The Mayor distributed an internal statement at the Council Meeting on May 14, 2019. **The City Council informed the Mayor that the resolution states the Mayor is to provide statements issued by the credit card company (PNC). The Council is awaiting the PNC statements for March 2019, April 2019 and May 2019.** This item was brought back from the April 9, April 23, April 30, May 7, May 14, May 21, and May 28, 2019 Council Meetings.)

Adjournment

#1

MINUTES

5-17-19

May 17, 2019

**Official Proceedings
Pontiac City Council
86th Session of the Tenth Council**

A Special Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, May 14, 2019 at 12:00 p.m. by Council President Kermit Williams.

Call to Order

Roll Call

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

Members Absent: Pietila and Woodward.

Mayor Waterman was present.

Clerk announced a quorum.

19-190 **Excuse Councilperson Mary Pietila and Councilperson Don Woodward for personal reasons.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

19-191 **Approval of the Agenda.** Moved by Councilperson Waterman and second by Councilperson Taylor-Burks. There was discussion on the motion. Mayor Waterman mentioned that you have an opinion from the City Attorney that states the first reading was invalid because of the fact it does not meet the Charter. The City Attorney has to approve any ordinance amendment according to form before it can be presented for consideration by the Council that was not done before the first reading. Therefore the first reading is invalid so we cannot proceed with this meeting because the second reading cannot follow because the first reading was invalid so this meeting must be adjourned. City Attorney Chubb issued an attorney client memorandum to the Council about the amendments to Ordinance #2288 on May 16, 2019. Legislative Counsel Attorney Sharpe discussed the memorandum that Attorney Chubb gave the Council on Ordinance #2288 and stated that the changes proposed by the Council are not in conflict with the City Attorney's memorandum. Also, Attorney Sharpe stated nowhere in the Charter does it state that the City Attorney has to approve an ordinance as to from before the first reading. Attorney Chubb stated my memo speaks for itself because the first reading was invalid. Therefore this meeting is invalid. In addition, Attorney Sharpe mentioned that if in fact the City Attorney is challenging the provisions of the current ordinance then Council is acting illegally following the current ordinance. Council President stated that if Ordinance #2288 is invalid then budgets by functions is illegal. Attorney Chubb mentioned they are acting beyond the scope of the meeting notice. The Interim City Clerk stated why they were not acting beyond the scope of the meeting. The Council President proceeded to have the agenda approved and had the Clerk called the roll.

May 17, 2019

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

No: None

Motion Carried.

The Mayor asked for a point of order. Council President Williams recessed the meeting for five minutes at 12:23 p.m. The meeting was called back to order by Council President Williams at 12:30 p.m.

Council President Williams stated that we are now going to discuss an Ordinance to Amend Ordinance #2288 to change how City Council adopts the budget from functional basis to line item basis for Fiscal Year 2019-2020.

City Attorney Chubb stated that to adopt an ordinance which I placed in my memo is not proper for a second reading since the first reading was ineffective and any business that could be conducted is outside the scope of the notice that Council provided to the public and we should proceed to public comment.

Mayor Waterman asked for point of order. Councilwoman Waterman called for the vote. She stated that the notice as stated was that it was for an amendment. I am here for an amendment. I am not here for a first reading. I am not here for a second reading so I am calling for the vote. Councilwoman Taylor-Burks stated and I support. The Mayor mentioned before the call for the vote was taken that they are not observing Robert Rules of Order. City Attorney Chubb stated again this is an illegal ordinance.

19-192 **Call for the Vote on An Ordinance to Amend Ordinance #2288 to change how City Council adopts the budget from functional basis to line item basis for Fiscal Year 2019-2020.**

Moved by Councilperson Waterman and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

****See Ordinance attachment after minutes****

Mayor Waterman asked for a point of order. Council President mentioned that the City Attorney told us we must proceed to public comment.

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

President Kermit Williams adjourned the meeting at 12:47 p.m.

GARLAND S. DOYLE
INTERIM CITY CLERK

ORDINANCE NO.

AN ORDINANCE TO AMEND ORDINANCE NO. 2288 TO PROVIDE FOR THE MAYOR TO SUBMIT A PROPOSED TWO-YEAR BALANCED BUDGET TO THE CITY COUNCIL FOR CONSIDERATION, TO ESTABLISH MINIMUM REQUIREMENTS FOR THE PROPOSED BUDGET DOCUMENT, AND TO REQUIRE THE CITY COUNCIL TO ADOPT A BUDGET BY JUNE 9 OF EACH YEAR.

The City of Pontiac ordains:

Section 1. Title.

The title of this ordinance shall be the "Executive Balanced Budget Ordinance."

Section 2. Definitions.

- a. Balanced Budget – The phrase "balanced budget" shall mean that the total proposed expenditures, including an accrued deficit, shall not exceed proposed revenue, including an available surplus.
- b. Budget Request Packet – The phrase "budget request packet" shall mean the formal documents prepared by the Finance Director in which all budget requests shall be justified and made by department heads.

Section 3. Budget Preparation.

- a. On or before March 15 in each year, the Finance Director shall distribute the budget request packet to each department head, whom shall return the completed budget request packet to the Finance Director on or before April 1 in each year.
- b. On or before April 15 in each year, the Finance Director shall transmit the departmental requests to the Mayor, who may revise or alter the estimates, and then shall return a copy of a balanced budget as revised to the Finance Director for tabulation on or before May 1 each year along with a list clearly indicating the changes the Mayor made in order to arrive at a balanced budget.
- c. The Finance Director shall recalculate the balanced budget proposed by the Mayor and shall inform the Mayor of any inconsistencies.
- d. On or before May 15 in each year, the Mayor shall submit to the City Council the proposed budget and appropriations ordinance for the ensuing two fiscal years and the proposed tax rate for the ensuing fiscal year. The proposed budgets shall be balanced. The Mayor shall provide a budget message with the proposed budgets that identifies revenues, expenditures, and significant revenues and significant expenditures.

Section 4. The budget document.

The budget for each fund of the city shall be presented in a format that is readable and understandable to the general public and classified by character, object, function, and activity consistent with the uniform chart of accounts prescribed by the state treasurer, provided that long-term and short-term goals and measurable objectives of the program are clearly identified (MCL 141.421). The Finance Director shall prepare the budget document and make it available to the public during the time the budget is available for public inspection, and shall revise the

document upon adoption of the resolution adopting the budget. The budget document shall consist of the following components, not necessarily in the order presented:

a. Part I. Revenues.

Part I shall contain estimates of all anticipated revenues for the two ensuing fiscal years applicable to proposed expenditures. It shall include a summary statement of anticipated revenues classified by fund and source; a comparison between revenues actually received during the last completed fiscal year, those received and anticipated for the current fiscal year, and those anticipated for the next two ensuing fiscal years; the estimated surplus or unobligated balance of the current fiscal year, and any additional information required by the Mayor.

b. Part II. Expenditures.

Part II shall contain estimates of all operating and capital outlay expenditures for the two ensuing fiscal years. It shall include a statement of proposed expenditures for all funds classified by function. It shall show, in the same classification of expenditure, the expenditures of the last completed fiscal year, those anticipated for the current fiscal year, estimated expenditures for the budgetary center for the next two ensuing fiscal years; it shall include as separate items any deficit from the preceding fiscal year that was not included in the budget for the current year and any anticipated deficit resulting from operations of the current year; and any other additional information required by the Mayor.

c. Part III. Capital Outlay.

Part III shall consist of the capital improvement plan. These recommendations shall be accompanied by a statement indicating recommended priorities for projects and shall set forth for each project:

1. the intended use of the land, building, or equipment requested;
2. the total estimated cost at completion;
3. appropriations and expenditures made to date;
4. actual expenditures and encumbrances at the close of the last completed fiscal year;
5. estimated expenditures and encumbrances for the current fiscal year;
6. estimates of the amount of money necessary for the next five fiscal years; and,
7. estimates of annual operating costs, if any, and the method of financing those costs, for the next five fiscal years.

d. Part IV. Supplementary Information.

Part IV shall consist of the following information, at a minimum, that shall be included at some point in the budget document:

1. a table of contents to assist the reader in locating information;
2. an explanation of the budget process and accounting procedures followed by the city in the preparation of the budget;
3. a glossary of terminology that may not be readily understood by the average reader;
4. a community profile;

5. a current organizational chart that denotes all departments and offices and the positions in those departments and/or offices within the executive branch and the legislative branch;
6. a list of all contracts, identification of service provided, value of the contract, and expiration date of the contract;
7. a list of all full-time employees, their salaries, the total value of fringe benefits, and an indication if the employee could potentially receive a defined benefit pension or other post employment benefits upon retirement;
8. a comparable summary of personnel in each office from the previous fiscal year to the ensuing fiscal year and an explanation of proposed changes;
9. a description of funds subject to appropriation;
10. a description of activities, services, and functions subject to appropriation;
11. a ten-year history of property tax levies and taxable value;
12. a list of outstanding debt obligations of the city;
13. a description of proposed capital outlays included in the budget as identified in the City's capital improvement plan;
14. a budget message from the Mayor that summarizes its proposed budget and any significant changes from previous years;
15. charts, graphs, graphics, organizational charts, and other data used effectively to describe allocations and operations and measure results;
16. the proposed tax rate to support the budget;
17. a budget summary of revenues and expenditures;
18. a proposed general appropriations ordinance; and
19. additional information that the Mayor deems appropriate.

Section 5. Budget Adoption.

- a. Before June 2, the City Council shall authorize and publish a notice of public hearing on the proposed budget and tax rate and shall introduce the proposed appropriation ordinance at a city council meeting.
- b. On or before June 4, the City Council shall have separate budget hearings with each department and/or office of the Executive Branch and each department or office of the Legislative Branch.
- c. The City Council shall not amend the proposed appropriation ordinance or tax rate until after the public hearing. The City Council shall be permitted to make unlimited amendments to the budget subsequent to the public hearing on the budget and before its adoption.
- d. No less than six days after the notice of public hearing on the proposed budget and tax rate is published and the proposed appropriation ordinance had been introduced at a city council meeting, the City Council shall hold a public hearing on the proposed budget and proposed tax rate.

- e. By June 9, the City Council shall adopt an appropriations ordinance and tax rate. The budget shall be adopted on a line item basis for expenditures, rather than on a departmental or functional basis.
- f. At the meeting wherein the City Council adopts the appropriations ordinance, the Council shall adopt a resolution setting user fees for the ensuing fiscal year. Such fees shall be amended or waived by the City Council from time to time during the fiscal year only upon recommendation from the Finance Director and Mayor.
- g. The Mayor shall be allowed to exercise the Mayor's veto authority as granted by the city charter.
- h. During the fiscal year, whenever it appears to the Finance Director that the actual and probable revenues in any fund will be less than the estimated revenues upon which appropriations from such fund were based, and when it appears that expenditures will exceed an appropriation upon which appropriations from such fund were based, the Finance Director shall present to the Mayor recommendations to prevent expenditures from exceeding available revenues or appropriations for the fiscal year. Such recommendations shall include proposals for reducing appropriations, increasing revenues or both. The Finance Director is hereby authorized to amend accounts within a line item or department that does not exceed Ten Thousand (\$10,000.00) Dollars. Any budget amendments to a line item or department that exceeds Ten Thousand (\$10,000.00) must be approved by the City Council prior to the amendment. The Mayor shall present such amendments for departments within the Executive Branch to the City Council for approval by resolution. The amendments to the budget for the Legislative Branch do not have to be presented by the Mayor but still must be approved by City Council resolution. Budget amendments shall be made by June 30 of each year.

Section 6. Penalty.

- a. Any violation of Sections 3, 4, or 5 by the Mayor shall result in the deduction of one month pay for every month or portion thereof that the Mayor is late in fulfilling the budget preparation duties.
- b. Any violation of Section 5 (f) by the Mayor shall result in the deduction of one month pay for every month that the Mayor is found to have violated this section of the Ordinance.
- c. Any violation of Sections 3, 4, or 5 by the City Council shall result in the deduction of one month pay for every month or portion thereof that the council is late in adopting the budget.
- d. The retroactive payment of compensation deducted in accordance with this section upon fulfillment of duties is expressly prohibited.
- e. The City Attorney, or any resident of the city, may file a complaint with the district court to enforce this section in the event that a deduction of pay is not made.

Section 7. Severability.

This ordinance and the various parts, sections, and clauses are hereby declared severable. If any clause, sentence, or paragraph or part of this ordinance shall, for any reason, be adjudged or decreed to be invalid by any Court of competent jurisdiction, such judgment or decree shall not effect, impair, or invalidate the remainder of this ordinance, but such judgment or decree shall be confined in its operation to the clause, sentence, paragraph, or part thereof, directly involved in the controversy in which such judgment or decrees shall have been entered.

Section 8. Repealer.

That all ordinances or parts of ordinances, of the City of Pontiac in conflict herewith are hereby repealed.

Section 9. Effective Date.

This Ordinance shall take immediate effect upon publication thereof after its adoption by the City Council.

Section 10. Publication.

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

Section 11. Effective Date.

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

#2

MINUTES

5-28-19

May 28, 2019

**Official Proceedings
Pontiac City Council
88th Session of the Tenth Council**

A Formal Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Tuesday, May 28, 2019 at 6:00 p.m. by Council President Kermit Williams.

Call to Order

Invocation

Pledge of Allegiance

Roll Call

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

Members Absent: Carter.

Mayor Waterman was present.

Clerk announced a quorum.

19-205 **Excuse Councilperson Randy Carter for personal reasons.** Moved by Councilperson Pietila and second by Councilperson Woodward.

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

No: None

Motion Carried.

Amendments to the Agenda: Add Special Presentation from Bill Massey, Wesson Lawn Tennis Club; Remove Agenda Item 10 for 4 weeks; Remove Agenda Item 13 for 2 weeks from the Agenda. Moved by Councilperson Woodward and second by Councilperson Pietila. Councilperson Woodward withdrew his motion and Councilperson Pietila withdrew her second.

19-206 **Amendments to the Agenda: Add Special Presentation from Bill Massey, Wesson Lawn Tennis Club; Remove Agenda Item 10 for 4 weeks; Remove Agenda Item 13 for 2 weeks; Remove Agenda Items 11 and 12 for 2 weeks from the Agenda.** Moved by Councilperson Woodward and second by Councilperson Pietila.

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

No: None

Motion Carried.

19-207 **Approval of the Agenda with amendments.** Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

May 28, 2019

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

No: None

Motion Carried.

19-208 **Approval of meeting minutes for May 21, 2019.** Moved by Councilperson Taylor-Burks and second by Councilperson Pietila.

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

No: None

Motion Carried.

Subcommittee Reports

DPW – May 15, 2019 received.

Community Development- May 21, 2019 received.

Cable- May 23, 2019 received.

Council President Williams stated that he will give the Chair of the Subcommittees a point of privilege if they want to discuss their report at the meeting next week.

Special Presentations

Wesson Lawn Tennis Club

Presentation Presenter: Bill Massey

Update on Pontiac Public Schools

Presentation Presenter: Superintendent Kelley Williams.

Michigan Recreation and Parks Association Honoring Minister Kathalee James.

Presentation Presenter: Portia Fields-Anderson

Report from Building Safety concerning 406 Irwin Residential Explosion

Presentation Presenter: Mike Wilson (Wade Trim), Building Safety Director.

Consultation Report on Options for Financing Phoenix Center repairs, renovations and maintenance, by terms of Settlement Agreement Approved by City Council on October 30, 2018;

Presentation Presenters: Ronald C. Liscombe, Miller Canfield; Robert Baird and John Clark, City Attorney

Council President Williams requested an opinion from the City Attorney related to the Phoenix Center.

Recognition of Elected Officials- State Senator Rosemary Bayer

May 28, 2019

Agenda Address – Chuck Johnson

Discussion on an Ordinance to Repeal Ordinance No. 2288 the Executive Balanced Budget Ordinance.

Council President Williams proposed two amendments to the ordinance to repeal ordinance no. 2288. to add section 3 publication and section 4 effective date.

19-209 **Call for the Vote on an Ordinance to Repeal Ordinance No. 2288 the Executive Balance Budget Ordinance.** Moved by Councilperson Miller and second by Councilperson Taylor-Burks.

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

No: None

Motion Carried.

19-210 **Ordinance to Repeal Ordinance No. 2288 the Executive Balance Budget Ordinance. with two amendments to add section 3 publication and section 4 effective date.** Moved by Councilperson Woodward and second by Councilperson Taylor-Burks.

AN ORDINANCE TO REPEAL ORDINANCE NO. 2288 AN ORDINANCE TO PROVIDE FOR THE MAYOR TO SUBMIT A PROPOSED TWO YEAR BALANCED BUDGET TO THE CITY COUNCIL FOR CONSIDERATION, TO ESTABLISH MINIMUM REQUIREMENTS FOR THE PROPOSED BUDGET DOCUMENT, AND TO REQUIRE THE CITY COUNCIL TO ADOPT A BUDGET BY JUNE 9 OF EACH YEAR.

THE CITY OF PONTIAC ORDAINS:

Section 1. Amendments

Chapter 2, Article VI, Division 3, Sections 2-531 through 2-536 of the Code of Ordinances, concerning the Executive Balanced Budget Ordinance shall be deleted in its entirety.

Section 2. Repealer

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

Section 3. Publication

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

Section 4. Effective Date

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

May 28, 2019

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

No: None

Ordinance Adopted.

19-211 **Resolution to approve the Development Agreement for 50 Wayne Street, Pontiac, MI commonly known as tax parcel number 14-29-433-003.** Moved by Councilperson Waterman and second by Councilperson Woodward.

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

No: Miller

Resolution Passed.

see Development Agreement attached as Exhibit A

19-212 **Resolution to approve an Application for an Obsolete Property Rehabilitation Exemption Certificate for JBD Indian Hill Ventures, LLC for 50 Wayne Street, Pontiac, MI 48342 commonly known as tax parcel #14-29-433-003; for a period of 12 years, beginning December 31, 2019, subject to review of compliance with the jobs requirement found in Section 6B of the development agreement following the first six years; and as pursuant to the provisions of PA 146 of 2000, as amended.** Moved by Councilperson Waterman and second by Councilperson Pietila.

WHEREAS, pursuant to PA 146 of 2000, as amended, the City of Pontiac is a Qualified Local Governmental Unit eligible to establish one or more Obsolete Property Rehabilitation Districts; and

WHEREAS, the City of Pontiac legally established the Obsolete Property Rehabilitation District on December 19, 2002; and

WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under Public Act 146 of 2000 and under Public Act 198 of 1974 does not exceed 5% of the total taxable value of the City of Pontiac; and

WHEREAS, the application was approved at a public hearing as provided by section 4(2) of Public Act 146 of 2000 on May 21, 2019; and

WHEREAS, the applicant is not delinquent in any taxes related to the facility; and

WHEREAS, the application is for obsolete property as defined in section 2(h) of Public Act 146 of 2000; and

WHEREAS, the applicant JBD Indian Hill Ventures, LLC has provided answers to all required questions under the application instructions to the City of Pontiac; and

WHEREAS, the City of Pontiac requires that rehabilitation of the facility shall be completed by December 01, 2020; and

May 28, 2019

WHEREAS, the commencement of the rehabilitation of the facility did not occur before the establishment of the Obsolete Property Rehabilitation District; and

WHEREAS, the application relates to a rehabilitation program that when completed constitutes a rehabilitated facility within the meaning of Public Act 146 of 2000 and that is situated within an Obsolete Property Rehabilitation District established in the City of Pontiac eligible under Public Act 146 of 2000 to establish such a district, and

WHEREAS, completion of the rehabilitated facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to create employment in which the facility is situated; and

WHEREAS, the use of this property shall be restricted to non-marihuana related uses during the effective period of the OPRA Certificate. Shall use of the property become marihuana related, the OPRA Certificate shall be immediately revoked by the City; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(1) of Public Act 146 of 2000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pontiac be and hereby is granted an Obsolete Property Rehabilitation Exemption for the real property, excluding land, located in the Obsolete Property Rehabilitation District at 50 Wayne Street, Pontiac, MI 48342 for 12 years, beginning December 31, 2019, (subject to review of compliance with the jobs requirement found in Section 6.B of the development agreement following the first six years) pursuant to the provisions of PA146 of 2000, as amended.

Tax Parcel Number: 14-29-433-003

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

No: Miller

Resolution Passed.

19-213 **Resolution requesting the Oakland County Brownfield Redevelopment Authority to Review 50 Wayne Street.** Moved by Councilperson Pietila and second by Councilperson Waterman.

WHEREAS the City of Pontiac has a Brownfield project known as 50 Wayne Street that it would like to have reviewed and processed by the Oakland County Brownfield Redevelopment Authority;

WHEREAS the City of Pontiac has a Brownfield Authority but desires to have the Oakland County Brownfield Redevelopment Authority handle the 50 Wayne Street;

WHEREAS the Oakland County Brownfield Redevelopment Authority was created by Oakland County pursuant to MCL 125.2651 et seq. to assist jurisdictions like the City of Pontiac;

May 28, 2019

WHEREAS the Oakland County Brownfield Redevelopment Authority is prepared to assist the City of Pontiac by reviewing the proposed 50 Wayne Street, provided that the City of Pontiac acknowledges certain rights that the Oakland County Brownfield Redevelopment Authority has, to wit:

- OCBRA intends to collect an administrative fee of \$2,000.00 per year for the length of the Brownfield plan; and

WHEREAS the City of Pontiac will have the opportunity to provide public comment on any Brownfield plan (including the amount of the administrative fee to be collected) before it is finally adopted by the OCBRA and/or the Oakland County Board of Commissioners;

NOW BE IT THEREFORE RESOLVED that the City of Pontiac requests that the OCBRA undertake review of the 50 Wayne Street.

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

No: Miller

Resolution Passed.

19-214 **Resolution concurring with the provisions of a Brownfield Plan adopted by the Oakland County Brownfield Redevelopment Authority for the property known as 50 Wayne Street, Pontiac, MI, commonly known as tax parcel number 14-29-433-003.** Moved by Councilperson Waterman and second by Councilperson Pietila.

WHEREAS, the Oakland County Board of Commissioners, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), have established a Brownfield Redevelopment Authority and Board (OCBRA) to facilitate the clean-up and redevelopment of Brownfields within Oakland County's communities; and

WHEREAS, the property located at 50 Wayne Street (Property), a site in the City of Pontiac is an environmental hazard, a "facility" under state statute; and

WHEREAS, a Brownfield clean-up and redevelopment plan (the "Plan") has been prepared to restore the environmental and economic viability to this parcel which the OCBRA has reviewed and approved; and

WHEREAS, pursuant to OCBRA by-laws, a local committee has been appointed, participated in discussions regarding the proposed plan and project, reviewed the plan, and recommends its approval; and

WHEREAS, the OCBRA, pursuant to and in accordance with Section 13 of the Act, shall consider recommending that the Oakland County Board of Commissioners approve the Brownfield Plan to be carried out within the City of Pontiac, relating to the redevelopment of 50 Wayne Street; and

WHEREAS, the City has reviewed the Plan, and have been provided a reasonable opportunity to express their views and recommendations regarding the Plan in accordance with Sections 13(13) of the Act; and

NOW THEREFORE BE IT RESOLVED THAT, the City of Pontiac hereby concurs with the provisions of the Plan including approval of the Plan by the Oakland County Board of Commissioners and implementation of the Plan by the Oakland County Brownfield Redevelopment Authority.

May 28, 2019

BE IT FURTHER RESOLVED THAT should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.

BE IT FURTHER RESOLVED THAT all resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

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

No: Miller

Resolution Passed.

19-215 **Resolution to approve Planning Commission's recommendation to vacate a sewer plant easement submitted by The Hamilton LP on Parcel ID No. #14-29-408-020; Lot 10, Assessor Plat 119; Lot 8, Assessor Plat 42.** Moved by Councilperson Pietila and second by Councilperson Woodward.

WHEREAS, The City is in receipt to release sewer easements vacation request submitted by The Hamilton LP on Parcel ID Number: 14-29-408-020; Lot 10, Assessor Plat 42; Lot 35, Assessor Plat 119; Lot 8, Assessor Plat 42, and;

WHEREAS, The Pontiac Planning Commission held a Public Hearing on Wednesday, May 1, 2019 in regards to the sewer easement vacation request, and;

WHEREAS, The Pontiac Planning Commission finds that the subject sewer easement is not required to remain on the subject property and the proposed sewer vacation will not have an adverse effect on the surrounding properties; and

NOW, THEREFORE BE IT RESOLVED that the vacation of a sewer easement submitted by The Hamilton LP on Parcel ID Number: 14-29-408-020; Lot 10, Assessor Plat 42; Lot 35, Assessor Plat 119; Lot 8, Assessor Plat 42, is hereby approved by the City Council on May 21, 2019.

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

No: None

Resolution Passed.

19-216 **Resolution honoring Young Heroes of 2019 Parrish A. Bush, Ian J. Chambers, Christian L. Grant, Myles R. Harris, Raymond W. Johnson III and Quinton V. M. Keyes.** Moved by Councilperson Pietila and second by Councilperson Woodward.

WHEREAS, it is the desire of the City to endorse, recognize and support its young people for their academic, civic achievements, as well as those who contributed to their success; and,

WHEREAS, the Delta Fortitude Foundation (DFF) is a 501(C)3 non-profit organization established in 2001 in Pontiac, Michigan, the mission of the organization is to enhance the quality of life of the citizens and youth in the Pontiac metropolitan area, with emphasis on African American males; and,

May 28, 2019

WHEREAS, the Salute to Young Heroes is an eight-month program designed to address the crisis that our young African American males face today; and,

WHEREAS, the members of the Pontiac City Council salute the Young Heroes of 2019; Parrish A. Bush, Ian J. Chambers, Christian L. Grant, Myles R. Harris, Raymond W. Johnson III and Quinton V. M. Keyes.

NOW, THEREFORE, BE IT RESOLVED, on behalf of the citizens, members of the Pontiac City Council, we applaud and celebrate the achievements of these young men and give special thanks to the Delta Fortitude Foundation as they celebrate their Annual Gala Celebration honoring Our Young Heroes of 2019 at the Pontiac Marriott on Sunday, June 9, 2019.

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

No: None

Resolution Passed.

19-217 **Resolution Celebrating the 100th Anniversary of the Ratification of the 19th Amendment of the US Constitution, Giving Woman the Right to Vote.** Moved by Councilperson Taylor-Burks and second by Councilperson Waterman.

WHEREAS women of every race, class, and ethnic background across America have made historic contributions to the growth and strength of the United States in countless recorded and unrecorded ways; and

WHEREAS the women of this nation initiated the most significant women's movement in history – the need for women's suffrage; and

WHEREAS despite the strong opposition, the inspiration and determination of women nationwide brought about the extraordinary accomplishment – the right for women to vote; and

WHEREAS the June 10, 1919, Michigan women cast their vote when Michigan voters ratified the 19th Amendment to the U.S. Constitution, and

WHEREAS the State of Michigan was the second state to ratify the 19th Amendment, giving women the right to vote; and

WHEREAS on August 26, 1920, voters across the nation secured the right for women to vote when the 19th Amendment to the Constitution of the United States was ratified, empowering American women and declaring for the first time that they, like men, deserve all the rights and responsibilities of citizenship stating, "...the right of citizens of the United States to vote shall not be denied or abridged by the United States or by any State on account of sex"; and

WHEREAS August 26, 2020 will mark the 100th anniversary of the passage of the National Suffrage Amendment, the 19th Amendment to the U.S. Constitution, guaranteeing women the right to vote; and

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council remembers and celebrates the historic women who fought for their right to vote and recognizes the courage and inspiration of these bold women to change the course of history.

BE IT FURTHER RESOLVED that the Pontiac City Council will fly the 19th Amendment Victory Flag June 10, 2019 through June 14, 2019 to commemorate the State of Michigan ratifying the 19th Amendment and August 24, 2020 through August 28, 2020 to commemorate the ratification of the 19th Amendment to the Constitution of the United States.

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

May 28, 2019

No: None

Resolution Passed

Monthly Mayoral Report

City Credit Card Statement

(The City Council adopted a resolution that the Mayor will provide the monthly credit card statements for the prior month to the City Clerk, to be included in the Pontiac City Council Agenda, the first meeting of each month. **The City Clerk did not receive the March 2019 or April 2019 statements. This item was brought back from the April 9, April 23, April 30, May 7, May 14, May 21, and May 28, 2019 Council Meetings.**)

No reports received; the Credit Card Statement will be back on the agenda next week.

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

Mayor Deirdre Waterman, Interim City Clerk Garland Doyle, Councilwoman Mary Pietila, Councilwoman Doris Taylor-Burks, Councilwoman Gloria Miller and Council President Kermit Williams made closing comments.

President Kermit Williams adjourned the meeting at 8:21 p.m.

GARLAND S. DOYLE
INTERIM CITY CLERK

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is effective as of _____, 2019, between the City of Pontiac ("City"), a Michigan municipal corporation, and JBD Indian Hill Ventures, LLC ("Owner"), a Michigan limited liability company.

Recitals:

WHEREAS, the Owner has acquired title to real property commonly known as 50 Wayne, Pontiac, in Oakland County, Michigan ("Property");

WHEREAS, the Owner desires to make substantial improvements to and redevelop the Property for future use ("Project");

WHEREAS, the City is executing this Agreement, to induce the Owner to redevelop a significant building in its downtown, and the parties acknowledge that redevelopment of the Project will contribute significantly to the economy of the City of Pontiac;

WHEREAS, the City's Mayor and City Council have determined that this Agreement is appropriate for the proposed redevelopment of the Project, is consistent with the public health, safety and welfare of the City's residents and businesses, and will result in positive impacts and benefits for the City and its residents and businesses;

WHEREAS, the Owner has submitted an Application for Obsolete Property Rehabilitation Exemption Certificate ("Application") for the Property;

WHEREAS, the City has previously approved an obsolete property rehabilitation district pursuant to Public Act 146 of 2000 as amended ("Act") and the Property is located in such district;

WHEREAS, the City has approved the Application by adopting a resolution granting the Obsolete Property Rehabilitation Exemption Certificate ("OPREC") for a period of twelve (12) years (the "Term"), pending approval also by the Michigan State Tax Commission; and

WHEREAS, the Owner's good faith estimate of the completion date for the Project is September 30, 2020, providing that all necessary permits have been issued by the City's Building Safety Division or its designee and the Owner has received the Economic Development Incentives outlined in Section 9 below on or before October 1, 2019, or extended as outlined in Section 7 (the "Project Completion Date").

NOW THEREFORE, for good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged, the City and the Owner agree as follows:

1. **Recitals.** The Recitals as set forth herein are represented to be true and accurate and are hereby incorporated as material terms of this Agreement.

2. **No Preemption.** Unless otherwise expressly provided herein, this Agreement shall not be deemed to waive, preempt, supersede, or render ineffective any applicable municipal or governmental laws, ordinances, codes, regulations or processes, including but not limited to

zoning, economic incentives, taxes, assessments or fees, and Owner shall be subject to all review and approval processes required under the City's ordinances, regulations and rules.

3. **Owner's Additional Requirements.** Owner Agrees as follows:

A. In order for Owner to proceed with the Project, Owner, in its own discretion, shall have received the Economic Development Incentives outlined in Section 9 below, and shall prepare and submit to the City plans and specifications (the "Plans") for the improvements (each an "Improvement", and collectively, the "Improvements"); provided that no physical Improvements shall be commenced until all necessary permits have been issued by the City's Building Safety Division or its designee.

B. To construct all improvements in accordance with the City's building code as approved by the City's Building Inspection Division.

C. Failure to comply with any of this Agreement's terms and conditions shall constitute a material breach of the Agreement and each of the parties shall have all remedies in law and/or in equity necessary to ensure compliance by the other party.

4. **Contracts.** Owner shall provide City with letters from a licensed architect and licensed general contractor confirming that they have been retained to assist with the redevelopment of the Project.

5. **Community Benefits.**

A. In connection with the redevelopment and construction of each component of the Project, Owner shall implement, or require its general contractor to implement, a local hiring practice which provides a preference for such general contractor, to the extent possible, their subcontractors and suppliers, to hire City residents to perform jobs relating to the redevelopment and construction of the Project. Further, the Owner may retain Pontiac Based Businesses to provide architectural, engineering, environmental and other professional and consulting firms services relating to the redevelopment and construction of the Project. For purposes of this Agreement, a "Pontiac Based Business" shall mean a business that is either (i) headquartered in the City, or (ii) has an office, store or other facility within the City. Owner shall require its general contractor to advertise available on-site jobs in local media and electronically on a City-sponsored website and social media, if such resources exist. In addition, Owner shall consult with and provide written notice to at least two (2) local hiring organizations, which may include non-profit organizations involved in referring eligible applicants for job opportunities, including through the Pontiac Jobs Pipeline which is operated through the City's Economic Development Department. Owner shall require its general contractor to consider in good faith all applications submitted by City residents and businesses and maintain a preference for hiring City residents and businesses that are qualified to perform the on-site jobs relating to the Project and construction of each component of the Project. Owner shall, in its agreements with its general contractor, include a requirement for this local hiring practice, and, in connection therewith, Owner will introduce such contractors to, and encourage such contractors to participate in, the "Community Ventures" program offered by the Michigan Economic Development Corporation. On or before the 10th of each month after the commencement of the Improvements to the Project, Owner shall submit to the City a report ("Report") signed by the Owner's managing member setting forth the results of the

Owner's or its general contractor's implementation of its local hiring practices to hire City residents to perform jobs related to the Project.

B. Owner shall make all efforts to notify residents of the City, discuss the open positions and help City residents find work on the Project and within the organization.

C. Owner shall during its construction process, fix all broken, uneven, sinking sidewalk per the Plan at an estimated cost of Twenty-Two Thousand and 00/100 Dollars (\$22,000.00).

D. Owner agrees to spend not less than Four Million Three Hundred Thousand and 00/100 Dollars (\$4,300,000.00) on the Project (includes hard and soft costs) by the time it is fully complete and occupied.

E. Owner shall have created an economic benefit to the City taxpayers by redeveloping the Project, which will have residents and tenants who will pay income taxes to the City.

6. Revocation of OPREC.

A. Pursuant to Section 12. (1) of the Act, the City may, in its sole discretion and by resolution of Pontiac City Council, revoke the OPREC if the City finds that the completion of rehabilitation of the Property has not occurred within the time authorized by the City as set forth in this Agreement or within a duly authorized extension of that time, or that the Owner has not proceeded in good faith with the operation of the rehabilitated Property in a manner consistent with the purposes of the Act and in the absence of circumstances that are beyond the control of the Owner.

B. Following completion of the rehabilitation of the Property and receipt of a Certificate of Occupancy ("CofO"), Owner agrees that its first floor tenant(s) shall have an average of ten (10) or more full-time employees for the period beginning on the date the CofO is issued and ending on the last day of the sixth (6th) year of the OPREC ("Employment Requirement"). Within thirty (30) days after the end of the sixth year of the OPREC, Applicant will send a written report to the City regarding the Employment Requirement ("Employment Requirement Report").

C. The City agrees that it shall not revoke or terminate the OPREC by resolution at any time during the first six (6) years of the Term; provided, however, if the Employment Requirement is not satisfied, the City may revoke or terminate the OPREC by resolution at the end of the sixth year and after review of the Employment Requirement Report.

7. Application for Building Permit. Owner shall devote all of the time, effort, resources and skill necessary for the redevelopment of the Project and further agrees to complete the following requirements (all of which shall occur as soon as reasonably practicable but in no event later than six (6) months after the receipt of all necessary City, County, National Park Service, MEDC and State approvals for the approval of the OPRA and Brownfield). Owner shall submit all required documentation for the receipt of building permits to the City's Building Safety Division as follows:

A. Providing the City is timely in granting of permits and completing all inspections, Owner shall substantially complete repairs to the building enclosure located on the Property, including but not limited to, roof repair or replacement and compromised enclosure and asset preservation as well as commence core and shell reconstruction so that the Property is ready for tenant improvements within three hundred sixty (360) days after issuance of all applicable building permits by the City's Building Safety Division; provided, however, that any time delays caused by the City's Building Safety Division shall be added to the three hundred and sixty (360) days in equal amounts of the days delayed.

8. **Additional Requirements of City and Owner.** Both the City and Owner further agree as follows:

A. This Agreement is not intended to create a contractual right for third parties.

B. This Agreement and any of its terms, conditions, or provisions cannot be modified, amended, or waived unless in writing and unless executed by both parties to this Agreement. Any representations or statements, whether oral or in writing, not contained in this Agreement shall not be binding on either party.

C. This Agreement and any of its terms or conditions shall not be assigned or transferred to any other individual or entity unless prior written consent to such an assignment is received from City, which consent shall not be unreasonably withheld, conditioned or delayed. The City's failure to consent to a proposed assignment because the proposed assignee lacks the creditworthiness or development experience of the Owner shall not be deemed to be unreasonable.

D. This Agreement shall be interpreted, enforced and governed under the laws of the State of Michigan and all applicable City ordinances. The venue for any action arising under this Agreement shall be a court of appropriate jurisdiction in Oakland County.

9. **City Support.** The City shall, to the extent reasonably appropriate, support and reasonably cooperate with the Owner in connection with its redevelopment of the Project. This support includes, without limitation and as soon as reasonably practical: (i) cooperate with the Owner, wherever practical, in applying for Economic Development Incentives (defined below), other grants, benefits, awards, entitlements, licenses, consents, permits, approvals sought by the Owner in connection with the Project; (ii) submit to City Council, a resolution for the approval of the OPRA and Brownfield. For purposes of this Agreement, the term "Economic Development Incentives" specifically includes, but is not limited to, the following incentives: (i) Michigan Department of Environmental Quality Grant and Loan Programs; (iii) Michigan Economic Development Corporation/Michigan Strategic Fund Grant and Loan Programs, including the Community Revitalization Program ("CRP"); (iv) OPRA tax freeze; (v) Tenant Recruitment support to the downtown District and this Project; (vi) Property Assessed Clean Energy ("PACE") through Oakland County, and (vii) Historic Investment Tax Credit ("HITC").

10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors or assigns.

11. **Notice.** All notices, requests, consents and other communications under this Agreement must be in writing, shall be addressed to the receiving party's address set forth below or to any other address a party may designate by notice under this Agreement, and shall be either

(i) delivered by hand, (ii) sent by nationally recognized overnight courier, or (iii) sent by certified mail, postage prepaid:

If to City:

City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342
Attention: Finance Department
Telephone: 248-758-3000

If to Owner:

JBD Indian Hill Ventures, LLC
300 E. Long Lake Rd., Ste. 280
Bloomfield Hills, MI 48304
Attention: J. B. Davies, Manager
Telephone: 248-646-4030

SIGNATURE PAGE FOLLOWS:

The undersigned have executed this Agreement to be effective as of the date first written above.

CITY:

CITY OF PONTIAC, a Michigan
municipal corporation

By: _____
Deirdre Waterman

Its: Mayor

Date: April ____, 2019

OWNER:

JBD INDIAN HILL VENTURES, LLC,
a Michigan limited liability company

By: _____
J. B. Davies

Its: Manager

Date: April ____, 2019

#3

COMMUNICATION



CITY OF PONTIAC DEPARTMENTS BUDGET HEARINGS SCHEDULE

Thursday, June 6, 2019

Day 1:

Time

3:00 p.m.

3:30 p.m.

4:00 p.m.

4:30 p.m.

5:00 p.m.

5:30 p.m.

Department

50th District Court

Building and Safety

Police (Oakland County Sheriff)

Fire (Waterford Regional)

Youth Recreation

Senior Centers

Friday, June 7, 2019

Day 2:

Time

12:00 p.m.

12:30 p.m.-1:30 p.m.

1:30 p.m.-2:30 p.m.

Department

Planning/Code Enforcement

DPW

Finance

Human Resources

I.T.

Income Tax

Treasury

2:30 p.m.

Economic Development

Thursday, June 13, 2019

Day 3:

Time

3:00 p.m.

3:30 p.m.

4:00 p.m.

4:30 p.m.

Department

Clerk/Elections

Mayor

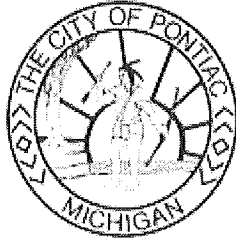
City Council

Law

#4

RESOLUTION

Pontiac City Council Resolution



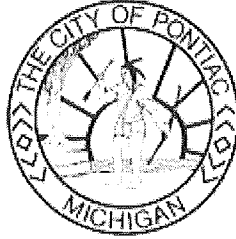
WHEREAS, the Pontiac City Council will hold a Special Meeting regarding the Budget on Thursday, June 6, 2019 at 3:00 p.m. in the Council Chambers of City Hall, 47450 Woodward Ave., Pontiac, Michigan 48342.

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council schedules a Special Meeting on Thursday, June 6, 2019 at 3:00 p.m. in the Council Chambers of City Hall, 47450 Woodward Ave., Pontiac, Michigan 48342.

#5

RESOLUTION

Pontiac City Council Resolution



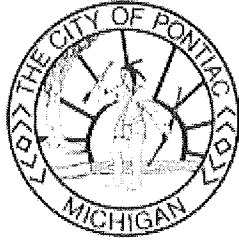
WHEREAS, the Pontiac City Council will hold a Special Meeting regarding the Budget on Friday, June 7, 2019 at noon (12:00 p.m.) in the Council Chambers of City Hall, 47450 Woodward Ave., Pontiac, Michigan 48342.

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council schedules a Special Meeting on Friday, June 7, 2019 at noon (12:00 p.m.) in the Council Chambers of City Hall, 47450 Woodward Ave., Pontiac, Michigan 48342.

#6

RESOLUTION

Pontiac City Council Resolution



WHEREAS, the Pontiac City Council will hold a Special Meeting regarding the Phoenix Center on Monday, June 10, 2019 at 6:00 p.m. in the Council Chambers of City Hall, 47450 Woodward Ave., Pontiac, Michigan 48342.

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council schedules a Special Meeting on Monday, June 10, 2019 at 6:00 p.m. in the Council Chambers of City Hall, 47450 Woodward Ave., Pontiac, Michigan 48342.

#7

RESOLUTION

Pontiac City Council Resolution



WHEREAS, the Pontiac City Council will hold a Special Meeting regarding the Budget on Thursday, June 13, 2019 at 3:00 p.m. in the Council Chambers of City Hall, 47450 Woodward Ave., Pontiac, Michigan 48342.

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council schedules a Special Meeting on Thursday, June 13, 2019 at 3:00 p.m. in the Council Chambers of City Hall, 47450 Woodward Ave., Pontiac, Michigan 48342.

#8

RESOLUTION

Pontiac City Council Resolution



WHEREAS, on Tuesday, April 9, 2019, the Pontiac City Council was presented with a resolution from the Mayor to approve the Mayor's recommendation to appoint Hughey Newsome as Finance Director for the City of Pontiac; and,

WHEREAS, the resolution presented to Council stated, "the Mayor has appointed Mr. Hughey Newsome to the position of Finance Director, contingent on Council approval, effective April 15, 2019;" and,

WHEREAS, on April 9, 2019, the City Council voted and the resolution failed, Hughey Newsome was not confirmed to the position of Finance Director; and,

WHEREAS, the Mayor in an effort to circumvent the City Council, hired Hughey Newsome on April 17, 2019 as Interim Finance Director; and,

WHEREAS, on April 23, 2019, the City Council did not confirm Hughey Newsome as the Interim Finance Director; and,

WHEREAS, on May 29, 2019, the Pontiac General Retirement Board explained, that Hughey Newsome would not be recognized as a member of the Board of Trustees for the Pontiac General Retirement Board as his appointment was not approved by the Pontiac City Council; and

WHEREAS, pursuant to 92-3(3) of the Pontiac Municipal Code, the Finance Director of the City is one of the members of the Board of Trustees for the General Retirement Board; and,

WHEREAS, a vacancy still exists for the Finance Director on the Board of Trustees; and,

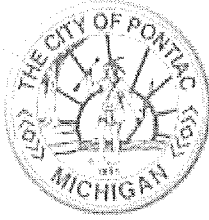
WHEREAS, on May 30, 2019, the retirement board for Police and Fire also did not recognize the appointment of Hughey Newsome; and,

WHEREAS, Hughey Newsome is unable to fulfill the duties of a Finance Director and or Interim Finance Director.

NOW THEREFORE BE IT RESOLVED that the Pontiac City Council recommends that the Mayor terminate Hughey Newsome effective immediately as Hughey Newsom is unable to perform the necessary and requisite duties and responsibilities of Finance Director and or Interim Finance Director.

#9

RESOLUTION



Be it further resolved that the Pontiac City Council schedules a Public Hearing for the City of Pontiac's Proposed Annual Budget for FY 2019-2020 and City Tax Rate for Tuesday, June 11, 2019 in the Pontiac City Council Chambers at 6 p.m.

#10

RESOLUTION



City of Pontiac

City Council Memo

Economic Development

To: Honorable Mayor Waterman, Council President and City Council
From: Rachel Loughrin, Director of Economic Development
Through: Office of the Deputy Mayor, Jane Bais-DiSessa
Date: 5-30-19

RE: Revocation of Reverter Clause on Deed for 2 & 4 N. Saginaw, Pontiac

Dear Mayor, Council President and City Council Members,

The request before you is to remove the Reverter Clause from the deed on 2 & 4 North Saginaw.

On May 04, 1994, the Pontiac Tax Increment Finance Authority conveyed the subject property to its current owner. The instrument used for the conveyance of the property bore three requirements. Should those requirements not be met, the property was to revert back to city ownership. The requirements were as follows:

The property owner was required to build an Italian restaurant facility (Rose Larco's) on the first floor; Build an open-space concept furniture showroom and corporate offices (Urban Architecture) on the second floor; Build two open-space concept residential lofts on the third floor.

Each of these requirements were met. The restaurant and the furniture store have now closed, the lofts are still in existence.

The Administration recommends that the City Council vote to approve the resolution allowing for the removal of the reverter clause and direct the Mayor to execute the new deed. Included with this memo is the resolution, the original deed and the new deed for the property.

**Resolution Approving the Revocation of the Reverter Clause on the Deed for
2 & 4 N. Saginaw**

WHEREAS, the City of Pontiac City Council holds the authority to revoke a reverter clause from a deed relating to a previous City land sale;

WHEREAS, the City Council recognizes that the property owner was required to build an Italian restaurant facility (Rose Larco's) on the first floor; Build an open-space concept furniture showroom and corporate offices (Urban Architecture) on the second floor; Build two open-space concept residential lofts on the third floor;

WHEREAS, the City Council recognizes that these requirements have been met by the property owner;

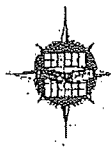
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pontiac that the reverter clause for 2 & 4 N. Saginaw be revoked.

Tax Parcel Numbers: 14-29-477-011 and 14-29-477-010

Commonly known as: 2 N. Saginaw and 4 N. Saginaw

QUIT CLAIM DEED

STATUTORY FORM FOR CORPORATION

Philip J. Greco
TITLE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That PONTIAC TAX INCREMENT FINANCE AUTHORITY, a public body corporate ORGANIZED PURSUANT TO Michigan P.A. 450 of 1980, as amended, the address of which is 8 North Saginaw Street, Pontiac, Michigan 48342-2110

Quit Claim to URBAN LAND DEVELOPMENT CORP.

whose street number and postoffice address is 15 E. Kirby Street, Detroit, MI 48202

the following described premises situated in the City of Pontiac and the County of Oakland and State of Michigan, to-wit:

The South 20 feet of Lot 60 and the North 20 feet of the South 40 feet of Lot 60, ORIGINAL PLAT OF PONTIAC, according to the plat thereof as recorded in liber 1, page 1 of Plats, Oakland County Records.

Parcel ID # 14-29-477-011, 2 N. Saginaw
14-29-477-010, 4 N. Saginaw

SUBJECT TO THE PROVISIONS FOR REVERSION OF TITLE TO THE GRANTOR AS SET FORTH IN THE ATTACHED PURCHASE AGREEMENT.

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, for the sum of One Dollar (\$1.00)

Dated this

4th day of May

1994

Signed in the presence of:

Signed by:

Wisetta M. Neill
Wisetta M. Neill
Karen L. Cain
Karen L. Cain

Pontiac Tax Increment Finance Authority
By *Mattie L. Lasseigne*
Mattie L. Lasseigne
Its Director

and

Its

STATE OF MICHIGAN }
County of Oakland }

The foregoing instrument was acknowledged before me this 4th day of MAY

1994 by Mattie L. Lasseigne, Director

(Individual Name(s) and Office(s) Held)

of Pontiac Tax Increment Finance

(Corporate Name)

Authority Michigan

(State of Incorporation)

WISETTA M. NEILL
NOTARY PUBLIC / OAKLAND COUNTY, MI
MY COMMISSION EXPIRES 02/10/99
My Commission expires

19

Wisetta M. Neill
Notary Public,
County, Michigan

When Recorded Return To:
Grantee

Send Subsequent Tax Bills To:
Grantee

Drafted by: Paul Carlton

Business Address 8 N. Saginaw
Pontiac, MI 48342

14-29-477-011
Tax Parcel 14-29-477-010

Recording Fee

Revenue Stamp

Exempt pursuant to
MCL 207.505 (B)



PHILIP R. SEAVER TITLE COMPANY, INC.

2700 N. Woodward / Shovelfield Hills, Michigan 48013 / (313) 847-2171 - (313) 338-7136

ORDER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED hereby offers and agrees to purchase the following land situated in the City of Pontiac
Township
County, Michigan, described as follows:

The South 20 feet of Lot 60; ORIGINAL PLAT OF PONTIAC, according to the plat thereof as recorded in Liber 1, Page 1 of Plats, Oakland County Records.

Commonly known as: 2 N. Saginaw

The North 20 feet of the South 40 feet of Lot 60; ORIGINAL PLAT OF PONTIAC, according to the plat thereof as recorded in Liber 1, Page 1 of Plats, Oakland County Records.

Commonly known as: 4 N. Saginaw

being known as 2 & 4 N. Saginaw
 together with all improvements and appurtenances, including all lighting fixtures, fences, Venetian blinds, curtain rods, storm windows and storm doors, porches, swimming pools, TV antennas, gas conversion unit and permit if any,
 now on the premises, and to pay therefor the sum of One dollar Dollars,
 subject to the existing building and use restrictions, easements, and zoning ordinances, if any, upon the following conditions:

THE SALE TO BE CONSUMMATED BY:

(Fill in one of the five following paragraphs, and strike out the remainder.)

Cash Sale

A. Delivery of the usual warranty deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check.

Cash Sale with New Mortgage

B. Delivery of the usual warranty deed conveying a marketable title. Payment of purchase money is to be made in cash or certified check. Purchaser agrees that he will immediately apply for a new mortgage in the amount of \$ and pay down this mortgage costs, prepaid items and adjustment in cash. Purchaser agrees to execute the mortgage as soon as the mortgage application is approved, a closing date obtained from the lending institution, and, if applicable, final inspection of the property approved by the Veterans Administration or BIA.

Sale to Existing Mortgage

C. Delivery of the usual warranty deed conveying a marketable title, subject to mortgage to be deducted from the purchase price. Payment of the purchase money is to be made in cash or certified check less the amount owing upon an existing mortgage now on the premises, with accrued interest to date of consummation, held by DO Dollars upon which there is unpaid the sum of approximately DO Dollars with interest at DO per cent, which mortgage requires payments of DO Dollars on the DO day of each and every month, which payments DO NOT include prepaid taxes and insurance. If the Seller has any accumulated funds held in escrow for the payment for any prepaid items, the Purchaser agrees to reimburse the Seller upon proper assignment of same. The Purchaser agrees to assume and pay said mortgage according to the terms thereof.

Sale on Land Contract

D. Payment of the sum of DO Dollars in cash or certified check, and the execution of a land contract upon the DO form of DO acknowledging payment of that sum and calling for the payment of the remainder of the purchase money within DO years from the date of execution in monthly payments of not less than DO Dollars each which include interest payments at the rate of DO per cent per annum, and which DO NOT include prepaid taxes and insurance.

Sale to Existing Land Contract

E. If the Seller's title to said land is evidenced by an existing land contract with unperformed terms and conditions substantially as shown set forth and the cash payment to be made by the undersigned on consummation hereof will pay out the equity, an assignment and conveyance of the vendee's interest in the land contract, with an agreement by the undersigned to assume the balance owing thereon, will be accepted in lieu of the contract proposed in the preceding paragraph. If the Seller has any accumulated funds held in escrow for the payment of prepaid taxes or insurance, the Purchaser agrees to reimburse the Seller upon the proper assignment of same.

Evidence of Title

F. As evidence of title, Seller agrees to furnish Purchaser as soon as possible, a complete Abstract of Title and Tax History, certified to a date later than the acceptance hereof, and issued by RECO Title.

Time of Closing

G. In lieu thereof, a Policy of Title Insurance issued by that company in an amount not less than the purchase price, bearing date later than the acceptance hereof and guaranteeing the title in the condition required for performance of this order, will be accepted.

Purchaser's Default

H. If this offer is accepted by the Seller and if title can be conveyed in the condition required hereunder, the Purchaser agrees to complete the sale within DO days after delivery of the abstract or policy of title insurance; however, if the title is to be consummated in accordance with Paragraph B, then the closing will be governed by the time there specified for obtaining a mortgage; in the event of default by the Purchaser hereunder, the Seller may, at his option, elect to enforce the terms hereof or declare a forfeiture hereunder and retain the deposit as liquidated damages.

Seller's Default

I. In the event of default by the Seller hereunder, the Purchaser may, at his option, elect to enforce the terms hereof or demand, and be entitled to, an immediate refund of his entire deposit in full termination of this agreement.

Title Objections

J. If objection to the title is made, based upon a written opinion of Purchaser's attorney that the title is not in the condition required for performance hereunder, the Seller shall have 30 days from the date he is notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above, or (3) to refund the deposit in full termination of this agreement. If the Seller fails to remedy the title or obtain title insurance, the Seller shall forfeit the title or obtain title insurance within the time specified, the deposit shall be refunded forthwith in full termination of this agreement.

K. The Seller shall deliver and the Purchaser shall accept possession of said property, subject to rights of the following person:

If the Seller occupies the property, it shall be vacated on or before n/a

From the date of closing to the date of vacating property as agreed, SELLER SHALL PAY the sum of \$ n/a

per day. THE BROKER SHALL RETAIN from the amount due Seller at closing the sum of \$ n/a as security for said occupancy charges, paying to the Purchaser the amount due him and returning to the Seller the unused portion as determined by date property is vacated and keys surrendered to Broker.

SENT BY:

5- 4-94 ; 4:22PM ;PONTIAC GROWTH GROUP-

3198792718:# 3/ 5

SENT BY:

3-28-94 ;12:14PM ;PONTIAC GROWTH GROUP-

3198792718:# 4/ 6

Taxes and
Prorated
Items

7. All taxes and assessments which have become a lien upon the land at the date of this agreement shall be paid by the Seller. Current taxes, if any, shall be prorated and adjusted as of the date of closing in accordance with Due Date bills of the municipality or taxing unit in which the property is located. Interest, rent and water bills shall be prorated and adjusted as of the date of closing.

Broker's
Authorization

8. In consideration of the Broker's effort to obtain the Seller's approval, it is understood that this offer is irrevocable for five (5) days from the date hereof, and if not accepted by the Seller within that time, the deposit shall be returned forthwith to the Purchaser. If the offer is accepted by the Seller, the Purchaser agrees to complete the purchase of said property within the time indicated in Paragraph 3.

9. The Broker is hereby authorized to make this offer and the deposit of n/a Dollars shall be held by him as provided by C.L. 1948, Sec. 431.213 (j) and applied on the purchase price if the sale is consummated.

10. (Applicable to P.H.A. sales only) It is expressly agreed that, notwithstanding any other provision of this contract, the Purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Seller has delivered to the Purchaser a written statement (issued by the Federal Housing Commission) setting forth the appraised value of the property for mortgage insurance purposes of not less than n/a which statement the Seller hereby agrees to deliver to the Purchaser promptly after such appraised value statement is made available to the Seller. The Purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation made by the Federal Housing Commissioner.

11. It is further understood between Purchaser and Seller that the additional personal property listed herein has a value of \$ n/a

The foregoing herein shall bind on heirs to the benefit of the executor, administrators, executors and assigns of the respective parties. By the execution of this instrument the Purchaser acknowledges THAT HE HAS EXAMINED THE ABOVE DESCRIBED PREMISES and is satisfied with the physical condition of structure thereon and acknowledges the receipt of a copy of this offer.

The signing of this act shall take place at the office of 8 N. Saginaw Street

12. If, however, a new mortgage is being applied for, Purchaser will execute it at such place as may be designated by the mortgagee.

Additional
Conditions

SEE CONDITIONS FOR PURCHASE AGREEMENT

ON 2 - 4 N. SAGINAW STREET

ATTACHED HERETO.

URBAN LAND DEVELOPMENT CORP.

IN THE PRESENCE OF:

Keith Johnson
President

By: Keith Johnson, President

Purchaser

Broker's
Acknowledgement of
Deposit

Date _____ Phone _____ Address _____

Received from the above named Purchaser the deposit money above mentioned which will be returned forthwith to the Purchaser if not accepted within the time above set forth.

Address _____ Broker _____

Phone _____ By _____

TO THE ABOVE NAMED PURCHASER AND BROKER:

The foregoing offer is hereby accepted and the Seller agrees to sell and transfer upon the terms stipulated.

The Seller hereby agrees to pay the Broker the commission rendered and for value received a commission of (_____)

(Per cent of the sale price), which shall be due and payable at the time of the closing of the sale or, if unconsummated, at the time of the Seller's election to refund the deposit, or of the Seller's failure to deliver the deed or refusal to perform the conditions of this offer provided, however, that if the deposit is refunded upon the terms of this offer, the Seller agrees that one-half of such deposit (but not in excess of the amount of the full commission) shall be paid to or retained by the broker in full payment for services rendered.

By the execution of this instrument, the Seller acknowledges the receipt of a copy of this agreement.

Acceptance
of Offer

IN THE PRESENCE OF:

James J. Carr
James J. Carr

TAX INCREMENT FINANCE AUTHORITY (TIFA)

Mattie L. Lussig
Director of TIFA

Date 5/4/94 Phone _____ Address _____

PURCHASER'S RECEIPT OF ACCEPTED OFFER

The Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing offer and purchase.

Date 5-4-94 Keith Johnson L. S.

Furnished by



PHILIP R. SEAVER TITLE COMPANY, INC.

SENT BY:

5- 4-94 : 4:23PM :PONTIAC GROWTH GROUP-

3138792718:# 4/ 5

SENT BY:

1-28-94 11:15PM :PONTIAC GROWTH GROUP-

3138792718:# 5/ 6

CONDITIONS FOR PURCHASE AGREEMENT ON 2-4 N. SAGINAW

Purchaser represents that all financing is firmly committed for this project and further that this offer is contingent upon no other financing being obtained from the Pontiac Growth Group agencies by himself or any proposed tenants who intend to occupy the subject property.

Purchaser agrees to:

Begin construction within thirty (30) days after date of deed conveying title to the subject property.

The deed to the subject property shall contain a reverter for failure to complete any or all of the following building improvements within the specified time limits.

Build an Italian restaurant facility (Rose Laro's) on the first floor, in accordance with the Proforma Analysis dated February, 1994, which shall be in operation by 11/01/94. A revised proforma on the restaurant shall be submitted to the Growth Group Director for review prior to closing.

Build an open-space concept furniture showroom and corporate offices (Urban Architecture) on the second floor, in accordance with the Proforma Analysis dated February, 1994, which shall be in operation by 8/04/94.

Build two (2) open-space concept residential lofts on the third floor, in accordance with the Proforma Analysis dated February, 1994, which shall be completed by 8/04/94.

Purchaser further understands and agrees that, should the project fail, seller will not be responsible for any expenses incurred by the Purchaser in conjunction with this project and further that Purchaser assumes full responsibility for any and all expenditures to date and any future expenditures in conjunction with the subject project.

A project development time schedule shall be provided reflecting estimated cumulative days from the estimated date of approval of this agreement through each milestone to completion. Target dates for each major construction activity, including acquisition of required permits, demolition, clean-up, utility connections, renovations and construction of the planned site shall be indicated. Failure to comply with this schedule without prior authorization from the Tax Increment Finance Authority, or any other unwarranted work stoppage in excess of 72 hours, shall be cause for remedial action by the Tax Increment Finance Authority including revocation of this agreement.

SENT BY:

3-28-94 11:10PM :PONTIAC GROWTH GROUP-

3138792718:# 6/ 6

2-4 N. Saginaw Purchase Agreement
3/22/94

-2-

SENT BY:

5- 4-94 ; 4:24PM ;PONTIAC GROWTH GROUP-

3138732718:# 5/ 5

SENT BY:

8 -94 ;12:16PM ;PONTIAC GROWTH GRO

3138732718:# 6/ 6

2-4 N. Saginaw Purchase Agreement

3/22/94

-2-

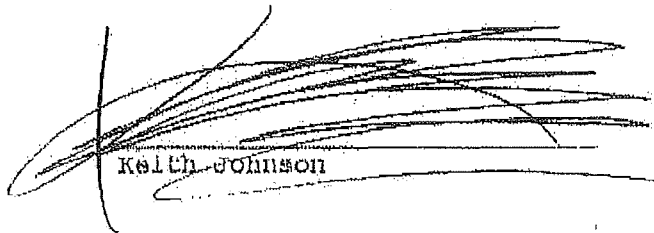
Purchaser shall not commence any work or repairs on the subject property until the deed has been conveyed.

Purchaser shall pull all applicable permits from Building & Safety Engineering Division and to coordinate construction with the Planning Division.

Purchaser shall adhere to all City of Pontiac Contract Compliance regulations.

Dated:

5-04-94



Keith Johnson

Tax Increment Finance Authority

Dated:

5/4/94

By:


Mattie L. Lasseigne
Director

QUIT CLAIM DEED

CITY OF PONTIAC, a Michigan municipal corporation, whose address is 47450 Woodward Avenue, Pontiac, Michigan ("**Grantor**") QUIT CLAIMS to **URBAN LAND DEVELOPMENT CORPORATION**, a Michigan corporation, whose address is 1 S. Saginaw Street, Pontiac, Michigan 48342 ("**Grantee**") the following described property situated in the City of Pontiac, Oakland County, Michigan; to-wit:

The South 20 feet of Lot 60 and the North 20 feet of the South 40 feet of Lot 60, ORIGINAL PLAT OF PONTIAC, according to the plat thereof as recorded in Liber 1, Page 1 of Plats, Oakland County Records.

Commonly known as: 2 N. Saginaw / Tax Parcel No. 14-29-477-011 | 4 N. Saginaw / Tax Parcel No. 14-29-477-010

This conveyance is exempt from transfer taxes pursuant MCL 207.505(a) & (h)(i) and MCL 207.526(a) & (h)(i) and its purpose is to extinguish the Grantor's conditional right of reverter to the above-described premises as set forth in that certain Quit Claim Deed issued by the Pontiac Tax Increment Finance Authority, a division of Grantor, and recorded in Liber 14733, Page 57, Oakland County Records.

CITY OF PONTIAC, a Michigan municipal corporation

By: _____
Name: _____
Title: _____

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

This instrument was acknowledged before me this ____ day of _____ by _____
the _____ of the City of Pontiac, a Michigan municipal corporation on behalf of said
municipal corporation.

_____, Notary Public
_____, County, acting in _____
My Commission expires: _____

DRAFTED BY:

George A. Contis, Esq.
Giarmarco, Mullins & Horton, P.C.
101 W. Big Beaver Road, Suite 1000
Troy, Michigan 48084

W:\Clients\City of Pontiac\Quit Claim Deed Urban Land Development 2-4 N Saginaw 02-26-2019.docx

WHEN RECORDED RETURN TO:

GRANTEE

#11

RESOLUTION



CITY OF PONTIAC

OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members

FROM: Kiearha Davidson, Personnel Manager

Thru: Office of Deputy Mayor, Jane Bais-DiSessa

DATE: May 30, 2019

RE: CDBG Demolition Bids – Batches 14 and 15

The City advertised for bids for Home Demolition Batch 14 and 15. Proposals were accepted on May 20, 2018 at 2:00 pm in the office of the City Clerk. The bids were publically opened at that time. Community Development Block Grant (CDBG) monies provide funding for this project.

As shown below, there were five respondents for 14 and six respondents for Batch 15 to the RFP:

Batch: 14:

O S. A. Torello Demolition, Inc \$207,500.00 • International Construction \$138,149.00 • McMillian \$140,023.00 • Inner City \$141,900.00 • Bolle \$193,000.00 • DeCommising \$257,200.00

Batch: 15:

O S. A. Torello Demolition, Inc \$229,700.00 • International Construction \$136,900.00 • McMillian \$137,879.00 • Inner City \$147,530.00 • Bolle \$228,000.00 • DeCommising \$257,200.00

A comparison of bid prices is developed. Based on the review, the most responsible bidder whose bid was determined to be in the best interest of the City is International Construction.

As such, It is recommended that the City authorize the Mayor to enter into a contract with the above-mentioned bidder, International Construction.

WHEREAS, the City of Pontiac advertised and received responses to a request for proposals for Home Demolition for Batch 14 and 15 on May 20, 2019 and publically opened bids; and,

WHEREAS, a bid tabulation was prepared and reviewed by the purchasing agent of the city, and the Project Construction Manager and,

WHEREAS, the most experienced and responsible bidder is being recommended for the contract, and,

WHEREAS, the contract will be granted to International Construction Inc. The funding for all work performed under this contract will be CDBG monies,

NOW, THEREFORE, BE IT RESOLVED that the Pontiac City Council authorize the Mayor to enter into a contract with, International Construction Inc. for Home Demolition for Batch 14 and 15 as budgeted.

REFERRAL/RECOMMENDATION FORM

DATE: May 20, 2019

TO: Jane Bais-DiSessa, Deputy Mayor

FROM: Kiearha Davidson, Personnel Mgr.

THE ATTACHED DOCUMENTS ARE BEING REFERRED FOR THE FOLLOWING REASONS:

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

Bid Analysis and Recommendation for: CDBG Demoliton Program

The following bid is attached:

Batches 14 & 15 Demolition – CDBG Program

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

RFP: 2019 Demolition Project – Batches 14 & 15

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

that International Construction be awarded bid for Batch 14 and 15.

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

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

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

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

Vendor has met the requirements of the Request For Proposal Bid Documents.
The above named firm has also provided references of the companies where they have performed similar work.
They have the experience and equipment necessary to perform the duties of the RFP.
I have included a bid tabulation showing all the Bidders and their prices.

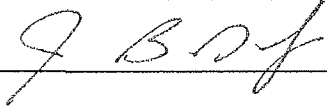
Signature of Purchasing Agent:



Date: 5.30.15

Approved by:

Signature of Deputy Mayor:



Date: 5.30.15

☒ LARA ☐ CORPS ☒ SAM ☒ Income Tax ☐ Oakland County Property Info ☒ City A/P ☐ SBA
☐ MITN Profile ☐ Website ☐ Bid Tab ☒ Vendor List ☐ RFP ☒ Addendum



May 30, 2019

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

RE: DEMOLITION CONTRACTOR RECOMMENDATION BATCH 14 & 15

Dear Jane:

I have reviewed the bid submission for the demolition proposals for **Batch 14 & 15**. Based on the submitted bids, International Construction was the low bidder on Batch 14.

Upon review of the bids for Batch 15, McMillian Construction submitted the lowest price, however they did not submit a price for 27 Steinbaugh, while all other bidders did. Therefore, McMillian's bid was not complete and although low, not a qualified bid. The next lowest Bidder was International Construction, and their bid included 27 Steinbaugh, which is the lowest qualified bidder for Batch 15.

Therefore, I recommend award of Batch 14 & 15 to International Construction, based on my investigation, past experience and due-diligence of each bid.

Batch 14 Award	\$138,149.00
Batch 15 Award	\$143,400.00
TOTAL AWARD	\$281,549.00

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

Best Regards,

Dwight E. Belyue
CEO

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

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

VERIFY A LICENSE/REGISTRATION**Licensee Information**

Name: GISMONDI, MARIA
Address: Shelby Twp, MI 48315
County: Macomb

License Information

License Type: Builder - Individual
License Number: 2101207144
Specialties:
Status: Active
Limitations:
Issue Date: 07/31/2014
Expiration Date: 05/31/2020

Employed/Managed By

Employer/Manager:
License Number:
Address:
County:

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Online Filing System
Department of Licensing and Regulatory Affairs

ID Number: 800323735

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

Summary for: INTERNATIONAL CONSTRUCTION INC.

The name of the DOMESTIC PROFIT CORPORATION: INTERNATIONAL CONSTRUCTION INC.

Entity type: DOMESTIC PROFIT CORPORATION

Identification Number: 800323735 Old ID Number: 306055

Date of Incorporation in Michigan: 04/27/1989

Purpose: All Purpose Clause

Term: Perpetual

Most Recent Annual Report: 2019

Most Recent Annual Report with Officers & Directors: 2018

The name and address of the Resident Agent:

Resident Agent Name: PASQUALE GISMONDI

Street Address: 53618 CHERRYWOOD

Apt/Suite/Other:

City: SHELBY TOWNSHIP State: MI Zip Code: 48315

Registered Office Mailing address:

P.O. Box or Street Address:

Apt/Suite/Other:

City: State: Zip Code:

The Officers and Directors of the Corporation:

Title	Name	Address
PRESIDENT	PASQUALE GISMONDI	53618 CHERRYWOOD SHELBY TOWNSHIP, MI 48315 USA
TREASURER	MARIA GISMONDI	53618 CHERRYWOOD SHELBY TOWNSHIP, MI 48315 USA
SECRETARY	MARIA GISMONDI	53618 CHERRYWOOD SHELBY TOWNSHIP, MI 48315 USA
DIRECTOR	PASQUALE GISMONDI	53618 CHERRYWOOD SHELBY TOWNSHIP, MI 48315 USA

Act Formed Under: 284-1972 Business Corporation Act

Total Authorized Shares: 50,000

☐ Written Consent

View filings for this business entity:

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	> <

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International Construction

Search SAM

INTERNATIONAL CONSTRUCTION INC.
04/24/2020

KAAAWA,HI
DUNS: 019669959
CAGE: 5TH64

VISION CONSTRUCTION INTERNATIONAL, LLC
03/10/2020

FAIRBANKS,AK
DUNS: 966693322
CAGE: 6AUJ1

DIVERSIFIED CONSTRUCTION INTERNATIONAL INC.
03/20/2020

BANNING,CA
DUNS: 079426478
CAGE: 7G8U1

CONSTRUCTION GROUP INTERNATIONAL, LLC
10/11/2019

WOODINVILLE,WA
DUNS: 604067400
CAGE: 44RC1

**DILLINGHAM CONSTRUCTION INTERNATIONAL
INCORPORATED**
09/21/2019

PONCA CITY,OK
DUNS: 104093661
CAGE: 2S788

INTERNATIONAL CONSTRUCTION SPECIALIST, INC.
03/16/2020

PHILADELPHIA,PA
DUNS: 007932681
CAGE: 89Q47



INTERNATIONAL CONSTRUCTION INC.
06/29/2019

NORMAN,OK
DUNS: 080479399
CAGE: 7SB12

INTERNATIONAL CONSTRUCTION SERVICES LLC
10/19/2019

MEMPHIS,TN
DUNS: 014418698
CAGE: 1FYE4

CONSTRUCTION SOLUTIONS INTERNATIONAL, INC.
01/10/2020

CREOLA,AL
DUNS: 139654479
CAGE: 09GN9

CONSTRUCTION OUTFITTERS INTERNATIONAL, INC.
03/31/2020

ELDBERSBURG,MD
DUNS: 184301344
CAGE: 4KM36

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CITY OF PONTIAC BLIGHT ELIMINATION

BATCH 15 (North of M-59)

# OF HOMES	ADDRESS	McMillian	Inner City	International	Torello	Bolle	DeCommising	DISTRICT
1	235 W. Conell Avenue	\$5,801.00	\$6,330.00	\$6,794.00	\$7,900.00	\$12,000.00	\$11,600.00	3
2	116 118 Edison Street	\$13,934.00	\$14,210.00	\$14,328.00	\$23,800.00	\$19,000.00	\$31,500.00	6
3	407 Elizabeth Lake Rd	\$9,190.00	\$8,830.00	\$9,319.00	\$13,500.00	\$13,500.00	\$14,400.00	2
4	288 N. Johnson Ave	\$9,879.00	\$9,490.00	\$8,936.00	\$14,180.00	\$17,000.00	\$18,500.00	1
5	63 Legrande	\$6,541.00	\$6,280.00	\$6,639.00	\$6,700.00	\$12,000.00	\$13,600.00	3
6	196 Liberty	\$8,125.00	\$7,800.00	\$8,525.00	\$16,900.00	\$12,000.00	\$13,800.00	2
7	95 Mark Avenue	\$10,966.00	\$10,530.00	\$11,206.00	\$21,650.00	\$15,000.00	\$17,500.00	2
8	117 Murphy Avenue	\$21,593.00	\$21,310.00	\$19,370.00	\$31,490.00	\$28,000.00	\$25,100.00	2
9	51 Murray Street	\$7,807.00	\$8,400.00	\$7,116.00	\$9,400.00	\$10,000.00	\$12,700.00	1
10	842 Orlando Avenue	\$5,106.00	\$6,370.00	\$6,231.00	\$9,190.00	\$17,000.00	\$11,600.00	3
11	18 N. Paddock Street	\$7,222.00	\$6,660.00	\$6,552.00	\$10,400.00	\$17,000.00	\$13,800.00	7
12	72 N. Paddock	\$8,369.00	\$7,440.00	\$7,610.00	\$7,400.00	\$17,000.00	\$15,100.00	7
13	77 Prall Street	\$15,007.00	\$14,320.00	\$13,540.00	\$14,700.00	\$13,500.00	\$19,100.00	1
14	27 Steinbaugh Court	NO BID	\$8,210.00	\$6,500.00	\$17,490.00	\$12,500.00	\$13,100.00	1
15	989 E. Walton Blvd.	\$8,339.00	\$11,350.00	\$10,734.00	\$25,000.00	\$12,500.00	\$25,800.00	5
		\$137,879.00	\$147,530.00	\$143,400.00 \$136,900.00	\$229,700.00	\$228,000.00	\$257,200.00	

CITY OF PONTIAC BLIGHT ELIMINATION

BATCH 14 (South of M-59)

# OF HOMES	ADDRESS	McMillian	Inner City	International	Torello	Bolle	DISTRICT
1	68 S. Ardmore Street	\$7,215.00	\$6,330.00	\$7,730.00	\$10,400.00	\$8,500.00	7
2	386 Bloomfield Ave	\$9,768.00	\$9,980.00	\$9,240.00	\$11,400.00	\$12,500.00	1
3	499 Colorado Avenue	\$4,987.00	\$6,330.00	\$4,991.00	\$7,400.00	\$9,000.00	1
4	389 Houron	\$12,076.00	\$11,780.00	\$11,881.00	\$30,900.00	\$15,000.00	
5	20 Lester Court	\$7,340.00	\$8,830.00	\$7,058.00	\$10,600.00	\$12,000.00	1
6	505 Luther Avenue	\$5,875.00	\$6,330.00	\$6,551.00	\$6,900.00	\$9,000.00	1
7	94 Mary Day	\$9,856.00	\$11,400.00	\$9,318.00	\$17,500.00	\$12,000.00	1
8	30 Orton Avenue	\$15,369.00	\$15,560.00	\$16,028.00	\$11,000.00	\$19,000.00	1
9	31 Orton Avenue	\$10,656.00	\$8,810.00	\$10,020.00	\$27,500.00	\$14,000.00	1
10	384 Osmun Avenue	\$6,534.00	\$6,330.00	\$6,350.00	\$6,300.00	\$10,000.00	7
11	821 E. Pike Street	\$5,320.00	\$9,640.00	\$5,284.00	\$6,900.00	\$17,000.00	7
12	123 Prospect Street	\$8,983.00	\$10,620.00	\$8,551.00	\$12,000.00	\$14,000.00	1
13	153 Prospect Street	\$13,275.00	\$9,580.00	\$12,371.00	\$27,500.00	\$13,000.00	1
14	102 S. Shirley Street	\$12,284.00	\$11,050.00	\$11,500.00	\$12,700.00	\$13,000.00	7
15	47 Walnut Street	\$10,485.00	\$9,330.00	\$11,276.00	\$8,500.00	\$15,000.00	1
		\$140,023.00	\$141,900.00	\$138,149.00	\$207,500.00	\$193,000.00	

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INTERNATIONAL CONSTRUCTION INC.
04/24/2020

KAAAWA,HI
DUNS: 019669959
CAGE: 5TH64

VISION CONSTRUCTION INTERNATIONAL, LLC
03/10/2020

FAIRBANKS,AK
DUNS: 966693322
CAGE: 6AUJ1

DIVERSIFIED CONSTRUCTION INTERNATIONAL INC.
03/20/2020

BANNING,CA
DUNS: 079426478
CAGE: 7G8U1

CONSTRUCTION GROUP INTERNATIONAL, LLC
10/11/2019

WOODINVILLE,WA
DUNS: 604067400
CAGE: 44RC1

**DILLINGHAM CONSTRUCTION INTERNATIONAL
INCORPORATED**
09/21/2019

PONCA CITY,OK
DUNS: 104093661
CAGE: 2S788

INTERNATIONAL CONSTRUCTION SPECIALIST, INC.
03/16/2020

PHILADELPHIA,PA
DUNS: 007932681
CAGE: 89Q47



INTERNATIONAL CONSTRUCTION INC.
06/29/2019

NORMAN,OK
DUNS: 080479399
CAGE: 7SB12

INTERNATIONAL CONSTRUCTION SERVICES LLC
10/19/2019

MEMPHIS,TN
DUNS: 014418698
CAGE: 1FYE4

CONSTRUCTION SOLUTIONS INTERNATIONAL, INC.
01/10/2020

CREOLA,AL
DUNS: 139654479
CAGE: 09GN9

CONSTRUCTION OUTFITTERS INTERNATIONAL, INC.
03/31/2020

ELDERSBURG,MD
DUNS: 184301344
CAGE: 4KM36

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

Original

BID AMOUNT →

CITY OF PONTIAC

HOME DEMOLITION

BATCH 14

BID BOND →

REQUESTS →

To: City of Pontiac
Clerk's Office
47450 Woodward Avenue
Pontiac, MI 48342

Due: Monday, May 20, 2019 @ 2:00pm Local Time

APPENDIX A

City of Pontiac CDBG/NSP3-Demolition Program

> Home Demolition Bid Batch 14 <

Bidding Contractor:Company Name: International Construction, Inc.Representative: Francesco MonacoAddress: 53618 Cherrywood DriveCity: Shelby TownshipZip: 48315Office #: 586.749.9896Fax #: 586.749.9896Cell#: 810.523.0625Email: Dirtdoctor2010@yahoo.comLicense#: 2101207144

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

Asbestos Surveys Batch 14 for the properties listed below can be found here:

<https://drive.google.com/drive/folders/1rYjghCruypMxUuAHwT3MRDSoomd3W9Bf?usp=sharing>

Bid Price per Residential Property:68 S Ardmore Street \$7,730.00Cost in Words for 68 S Ardmore Street Seven Thousand Seven Hundred Thirty386 Bloomfield Avenue \$9,240.00Cost in Words for 386 Bloomfield Avenue Nine Thousand Two Hundred Forty499 Colorado Avenue \$4,991.00Cost in Words for 499 Colorado Avenue Four Thousand Nine Hundred Ninety One389 W Huron St \$11,881.00Cost in Words 389 W Huron St Eleven Thousand Eight Hundred Eighty One20 Lester Court \$7,058.00Cost in Words for 20 Lester Court Seven Thousand Fifty Eight505 Luther Avenue \$6,551.00Cost in Words for 505 Luther Avenue Six Thousand Five Hundred Fifty One94 Mary Day \$9,318.00Cost in Words for 94 Mary Day Nine Thousand Three Hundred Eighteen30 Orton Avenue \$16,028.00Cost in Words for 30 Orton Avenue Sixteen Thousand Twenty Eight31 Orton Avenue \$10,020.00Cost in Words for 31 Orton Avenue Ten Thousand Twenty384 Osmun Avenue \$6,350.00Cost in Words for 384 Osmun Avenue Six Thousand Three Hundred Fifty

821 E Pike Street \$ 5,284.00
Cost in Words for 821 E Pike Street Five Thousand Two Hundred Eight Four

123 Prospect Street \$ 8,551.00
Cost in Words for 123 Prospect Street Eight Thousand Five Hundred Fifty One

153 Prospect Street \$ 12,371.00
Cost in Words for 153 Prospect Street Twelve Thousand Three Hundred Seventy One

102 S Shirley Street \$ 11,500.00
Cost in Words for 102 S Shirley Street Eleven Thousand Five Hundred

47 Walnut Street \$ 11,276.00
Cost in Words for 47 Walnut Street Eleven Thousand Two Hundred Seventy Six

Grand Total \$ 138,149.00

Grant Total Cost in Words One Hundred Thirty Eight Thousand One Hundred Forty Nine Dollars

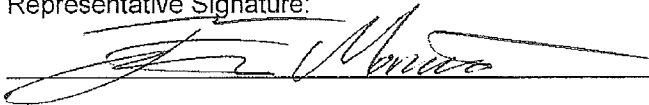
The City reserves the right to remove any of the homes listed above and have the contractor hold the price for the remaining homes listed.

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

Company Name:

International Construction, Inc.

Representative Signature:



Print Name:

Francesco Monaco

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.

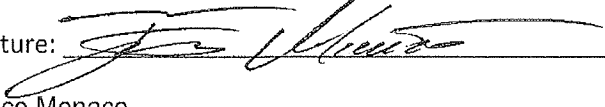
The Undersigned hereby declares that any person(s) employed by the City of Pontiac Michigan who has direct or indirect personal or financial interest in this bid or in any portion of the profits that may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please 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.

Company Name: International Construction, Inc.

Address: 53618 Cherrywood Drive, Shelby Township, MI 48315

Representative Signature: 

Print Name: Francesco Monaco

Title: General Manager Date: 5/20/2019

Office # 586.749.9895 Cell # 810.523.0625

FAX # 586.749.9896 Email Dirtdoctor2010@yahoo.com

Website: <https://international-construction-inc.business.site/> Federal Tax I.D. #: 38-2863979

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

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or 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 subgrantee's may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and 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: 5/20/2019

Signature: 

Printed name: Francesco Monaco

Date 5/20/2019

Municipality City of Pontiac

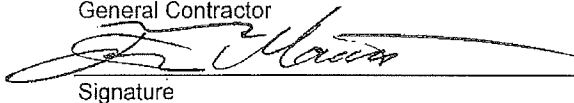
Agreement of Prime Contractor

WE HEREBY AGREE, and will require companies awarded subcontracts for this project to agree, to conform to the policy that during the performance of this contract:

1. We will not discriminate against any subcontractor, employee or applicant for employment because of race, creed, color, age, national origin, sex, height, weight, marital status or handicap as provided in Section 3 (A) Act 344, Public Acts of 1965 as amended by Act 349 Public Acts of 1966. We will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, age, national origin, sex, height, weight, marital status or handicap. This obligation includes, but is not limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. We agree to post notices that set forth the provisions of this nondiscrimination clause in conspicuous places, available to employees and applicants for employment, as required and provided by the municipality.
2. We will, in all solicitations or advertisements for employees placed by us or on our behalf, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, age, national origin, sex, height, weight, marital status or handicap.
3. We will send to each labor union or representative or workers with which we have a collective bargaining agreement, or other contract or understanding, a notice, to be provided by the municipality, advising the labor or worker's representative of our commitments under this Contract Compliance Plan and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. We will comply with and be bound by: all Ordinance provisions when applicable, Contract Compliance Provisions, and any other provisions included in the Specifications. We shall file, and shall cause each of our subcontractors to file, compliance reports with the municipality within such times and in such forms as the municipality shall prescribe. Compliance reports shall contain such information as that regarding the practices, policies, programs and employment statistics of the prime contractor and each subcontractor.
5. We will permit the municipality, the municipality's auditors, the Oakland County Community Development Division, the Oakland County Auditing Division and/or the U.S. Dept. of Housing and Urban Development access to our books, records and accounts for investigation purposes to ascertain observance of this Contract Compliance Plan.
6. We acknowledge that in the event of noncompliance with the nondiscrimination clauses of this contract, or with any applicable rules, regulations or orders, this contract may be cancelled, terminated, or suspended in whole or in part and that we may be declared ineligible for further municipal contracts in accordance with procedures authorized herein and such other sanctions as may be imposed and remedies involved as provided by ordinance, rule, regulation or as otherwise provided herein or by law.
7. We will include the provisions of paragraphs one through six in every subcontract let under this contract so that these provisions will be binding upon each subcontract, unless otherwise exempted by prior written authorization by the municipality. With respect to any subcontract, we will take such action as the municipality may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided that in the event we are threatened with, or become involved in litigation with a subcontractor or vendor as a result of such direction by the municipality, we may request the municipality to enter into such litigation to protect the interests of the municipality.

International Construction, Inc.

General Contractor



Signature

General Manager

Title

ETHNIC OWNERSHIP REPORT

Attention general contractor and subcontractors, please respond to the following (print or type). Mark the descriptions below that indicate the sex and racial/ethnic character of the owner(s) and controller(s) of 51 percent or more of your business. If 51 percent or more is not owned and controlled by persons (or person) of any single racial/ethnic category, mark the description that seems the most appropriate.

() Female (X) Male

(X) **White Americans:** persons having origins in any of the original peoples of Europe, North Africa, or the Middle East, but not of Hispanic Origin.

() **Black Americans:** persons having origins in any of the black racial groups of Africa, but not of Hispanic origin.

() **Native Americans:** persons having origins in any of the original peoples of North America, and who maintain cultural identifications through tribal affiliations or community recognition.

() **Hispanic Americans:** persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

() **Asian/Pacific Americans:** persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.

() **Other: Please Specify:** _____

Date 5/20/2019

Project City of Pontiac Batch 14

Business Name International Construction, Inc.

Representative Name Francesco Monaco

Position General Manager

Signature 

Any questions? Call Mike Pucher, Supervisor, Contract Compliance Unit (248) 858-0196

**OAKLAND COUNTY
COMMUNITY & HOME IMPROVEMENT
SECTION 3
INCOME CERTIFICATION FORM**

Name: International Construction, Inc.		Date: 5/20/2019
Address: 53618 Cherrywood Drive		
City & State: Shelby Township, MI		
Zip: 48315		
Telephone Number: 586.749.9895	FAX Number: 586.749.9896	Email Address: Dirtdoctor2010@yahoo.com

As an employee of International Construction, Inc., I certify that my total gross household income last year was not greater than (based on the number of persons in the family) the amount checked below.

Family Size	Section 3 Gross Household Income Limits	CHECK ONE (√)	
		Household Income Less Than (√)	Household Income More Than (√)
1	\$39,100		
> 2 <	\$44,700		
3	\$50,300		
4	\$55,850	X	
5	\$60,350		
6	\$64,800		
7	\$69,300		
8	\$73,750		

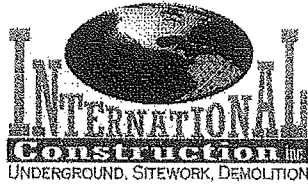
PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C. title 18, Sec. 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing, or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five (5) years, or both."

I agree to provide any additional documentation (if requested) that confirms the accuracy of my family size and total household income.

Owner's Name: Pasquale Gismondi

Signature: 

Date: 5/20/2019



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

“Home Demolition Bid Batch 14”

IV. REQUESTS

A) Name, telephone number, address, e-mail, and fax number of the individual designated to receive all official correspondence relating to the project.

Name: International Construction, Inc.

Phone: 586-749-9895

Address: 53618 Cherrywood Drive

Email: dirtdoctor2010@yahoo.com

Fax Number: 586-749-9896

B) Describe the Contractor's qualifications and ability to successfully provide the services requested, including a description of prior experience.

Description

International Construction, Inc. is based in Shelby Twp., Michigan. Founded in 1989, they offer construction services and specialize in the following areas: Demolition, Earthwork, and Site Utilities.

Mission Statement

Our mission is: To perform for our customers the highest level of quality construction services at fair and market competitive prices. To ensure the longevity of our company through repeat and referral business achieved by customer satisfaction in all areas including timeliness, attention to detail and service-minded attitudes. To maintain the highest levels of professionalism, integrity, honesty and fairness in our relationships with our suppliers, subcontractors, professional associates and customers.

International Construction has been involved in complete structure demolition from start to finish since 2009. Hundreds of homes have been removed from multiple communities within the state of MI. As well as numerous school buildings and commercial building, and our completed projects list continues to grow every day.

International Construction has held CDBG, Prevailing Wage, Hardest Hit Fund and any government or privately funded job in-between. Being able to move our own machines and trucks in large cities with small narrow streets or the vast sprawling suburbs makes International Construction able to take nearly any job on with relative ease, be it large or small, Residential houses, or Commercial buildings and/or Schools.

c) Provide copy of State of Michigan License for the corporation or company and an individual license.

Please see attached following this page

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

Please see attached following this page

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

Please see attached following this page.

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

Name of person or organization remitting fees:

Antonio G. Gammalindrea

*ANTONIO GAMMALINDREA
8831 INDEPENDENCE
STERLING HTS, MI 48078*

Preparer's name and business telephone number:

Antonio G. Gammalindrea

(313) 244-1790

INFORMATION AND INSTRUCTIONS

1. The articles of incorporation cannot be filed until this form, or a comparable document, is submitted.
2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.
Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of Act 284, P.A. of 1972, by one or more persons for the purpose of forming a domestic profit corporation.
4. Article I — The corporate name of a domestic profit corporation is required to contain one of the following words or abbreviations: "Corporation", "Company", "Incorporated", "Limited", "Corp.", "Co.", "Inc.", or "Ltd."
5. Article II — State, in general terms, the character of the particular business to be carried on. Under section 202(b) of the Act, it is sufficient to state substantially, alone or without specifically enumerated purposes, that the corporation may engage in any activity within the purposes for which corporations may be organized under the Act. The Act requires, however, that educational corporations state their specific purposes.
6. Article III (2) — The Act requires the incorporators of a domestic corporation having shares without par value to submit in writing the amount of consideration proposed to be received for each share which shall be allocated to stated capital. Such stated value may be indicated either in Item 2 of article III or in a written statement accompanying the articles of incorporation.
7. Article IV — A post office box may not be designated as the address of the registered office.
8. Article V — The Act requires one or more incorporators. The address(es) should include a street number and name (or other designation), city and state.
9. The duration of the corporation should be stated in the articles only if the duration is not perpetual.
10. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional action.
11. The articles must be signed in ink by each incorporator. The names of the incorporators as set out in article V should correspond with the signatures.
12. FEES: Filing fee \$10.00
Franchise fee — 1/2 mill (.0005) on each dollar of authorized capital stock, with a minimum franchise fee of \$25.00
Total minimum fees (State remittance payable to State of Michigan) \$35.00

12. Mail form and fee to:

Michigan Department of Commerce, Corporation and Securities Bureau, Corporation Division, P.O. Box 30054, 6645 Mercantile Way, Lansing, MI 48903, Telephone: (517) 324-3202

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION A SECURITIES BUREAU							
(FOR BUREAU USE ONLY)	Date Received						
EFFECTIVE DATE:							
CORPORATION IDENTIFICATION NUMBER							

ARTICLES OF INCORPORATION

For use by Domestic Profit Corporations

(Please read information and instructions on last page)

Pursuant to the provisions of Act 264, Public Acts of 1972, the undersigned corporation executes the following Articles:

Article I

The name of the corporation is:

INTERNATIONAL CONSTRUCTION INC

Article II

The purpose or purposes for which the corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the Business Corporation Act of Michigan.

Article III

The total authorized capital stock is:

1. Common Shares 1114 Per Value Per Share \$
 Preferred Shares None Per Value Per Share \$

and/or shares without par value as follows:

2. Common Shares 520000 Stated Value Per Share \$ 1.00
 Preferred Shares None Stated Value Per Share \$

3. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

Article IV

1. The address of the registered office is:

36324 Mainline Ct Sterling Hts , Michigan 48077
(Street Address) City ZIP Code

2. The mailing address of the registered office if different than above:

N/A , Michigan
P.O. Box City ZIP Code

3. The name of the resident agent at the registered office is: ARMANDO LONIC

Article V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name

Residence or Business Address

ARMANDO LONIC 36324 Mainline Ct Sterling Hts MI 48077

ROSALIE LONIC 36324 Mainline Ct Sterling Hts MI 48077

Article VI (Optional. Delete if not applicable)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing $\frac{2}{3}$ in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

Article VII (Optional. Delete if not applicable)

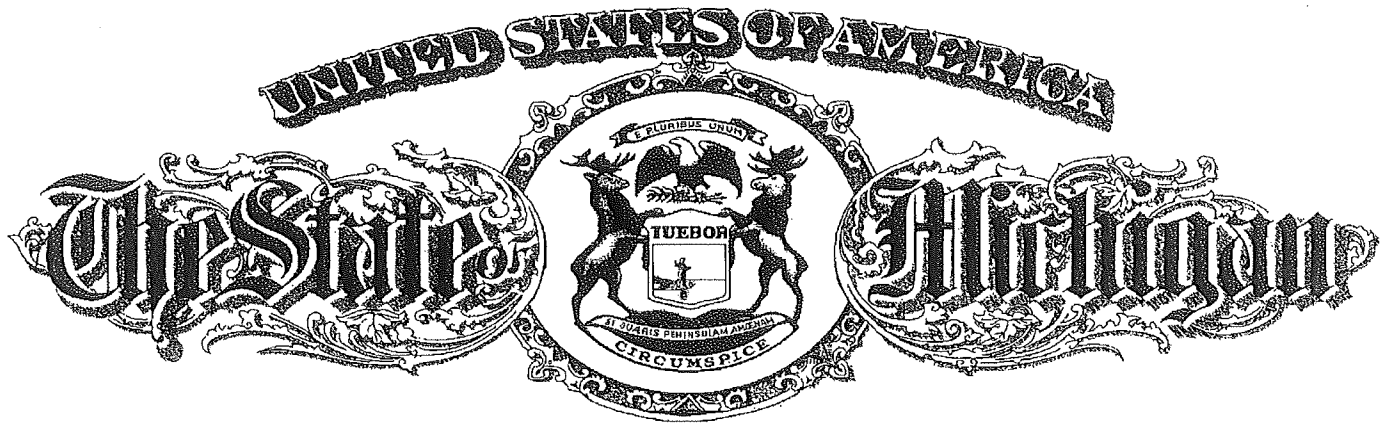
I (We), the incorporator(s) sign my (our) name(s) this 17th day of June, 1988.

x Benjamin G. ...

x Amanda ...

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

Please see attached following this page



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify That

INTERNATIONAL CONSTRUCTION INC.

*was validly incorporated on April 27, 1989 as a Michigan DOMESTIC PROFIT CORPORATION,
and said corporation is validly in existence under the laws of this state.*

*This certificate is issued pursuant to the provisions of 1972 PA 284 to attest to the fact that the corporation
is in good standing in Michigan as of this date and is duly authorized to transact business and for no other
purpose.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit
given it in every court and office within the United States.*



*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 27th day of August, 2018.*

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

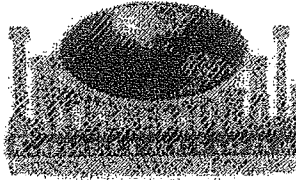
Sent by electronic transmission

Certificate Number: 18087556420

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.

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

International Construction, has a particular procedure to each and every site. A set copy of this will be attached following this page.



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

SITE SPECIFIC SAFETY PLAN

Upon arriving on site, an engineering survey of the structure and equipment will be conducted. 1. To determine the condition of the foundation, roof, walls, and floors. 2. Whether any adjacent structures will be affected by the demolition. 3. Any other conditions and/or equipment would be affecting the safety of an employee.

Upon arriving on site, safe material haul routes will be determined. Possible hazard areas identified (i.e. blind spots), and actions taken to correct any possible unsafe conditions. If required, a ground man will direct trucks, when backing up into blind areas.

Upon arriving on site, an inspection will be made for any overhead wires, which may be hit while a machine is working or a truck is picking up or dumping its load.

Upon arriving on site, the building will undergo an inspection to make sure the building is clear of any person that may have entered the building during the night. Also will inspect the building after every employee break.

Company vehicles will undergo a pre-trip safety inspection, before leaving our yard in the morning. Heavy equipment, which has been delivered to the site via lowboy, will also undergo a safety inspection, before work begins. Back-up alarms will be checked on a daily basis before work begins.

We will do an interior strip out of all recyclable metals.

The demolition will be done mechanically. During demolition we will also recycle all metals and concrete.

When a tunnel or a basement has been exposed, we will remove all walls and footings, so that backfill can happen as soon as possible.

If there are no adjacent buildings. There will be no damage to any neighbors.

Extreme care will be taken when demoing the chimney (i.e. personal, equipment, etc.), that is not need in the area will be moved to a safe distance.

During demolition dust control will be in effect. We use a misting machine that shoots a mist of water into the air grabs the dust particles and brings them to the ground. If this machine cannot reach an area a person with a hose will be placed there.

At the end of each work day the streets if used will be cleaned (i.e. scraped and hosed mechanically).

When the job site is left for the day, proper barricading will be utilized on site to identify any hazard areas.

Post trip inspections will be made for company vehicles when returning to our yard. Any equipment problems will be reported for correction before returning to the job site.

Sincerely,

Paquiza Clemente

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.

International Construction will supply three truck drivers, one operator and one project manager to oversee the project.

Truck Drivers:

John Twardecki: Has been driving truck in the construction industry since 2009

Patrick Wanks: Has been driving truck in the construction industry since 1994

Timothy Stanoschek: Has been driving truck since 2013

All truck drivers have experience with Demolition, specifically residential demolition. Truck Drivers will not be operating machines at any time for this project. Additional information is available upon request.

Operators:

Pasquale Gismondi: has been in the construction trade, over 25 years. Has gone from Labor, to Operating heavy equipment, to Foreman, to Owner of International Construction Inc. He has done grading of land, site work, underground, and demolition of multiple buildings and houses for various municipalities and school districts. Pasquale has been conducting demolition activities through the use of heavy machinery since 2009.

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

Pasquale Gismondi - President - 586-749-9895

Maria Gismondi - Vice President - 586-677-7491

i) Provide insurance as required in Appendix "D"

Please see attached following this page

APPENDIX D

INSURANCE

1. INSURANCE

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

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

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

- 1) **Workers' Compensation Insurance** The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee
- 2) **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; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.
- 3) **Motor Vehicle Liability** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 4) **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additionally Insured: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers. 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.
- 5) **Cancellation Notice:** All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Michelle L. McKenzie, City of Pontiac, 47450 Woodward Ave, Pontiac, MI, 48342.
- 6) **Proof of Insurance Coverage:** The Contractor shall provide The City of Pontiac at the time that the contracts are returned by him/her for execution, two (2) copies of Certificates of Insurance as well as the required endorsements.

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

3. INDEMNIFICATION CLAUSE

The Contractor shall indemnify and save harmless the City of Pontiac for and from all claims, demands, payments, suits, actions, recoveries, and judgments; of every name and description, brought or recovered against them or to property received or sustained by any person or persons whomsoever by reason of any action or omission of the said Contractor, his agents, servants, or his Contractors in the performance of said Work, or by or in consequence of any negligence or carelessness in connection with the same or on account of the death of or injuries to persons who shall be engaged in or about the work to be performed under this Contract; and on account of liability or obligation imposed directly or indirectly upon the City of Pontiac by reasons of any law of the State or the United States, now existing or which shall hereafter be enacted, imposing any liability or obligation, or providing for compensation to any person or persons on account of or arising from the death of, or injuries to employees. Said Contractor shall pay, settle, compromise and procure the discharge of any and all such claims and all such losses, damages, expenses, liabilities, and obligations, and shall defend at his own cost and expense any and all claims, demands, suits and actions made or brought against the City of Pontiac, and all Additional Named Assured, for or upon any such claim. In case the said Contractor shall fail, neglect, or refuse to comply with any of the provisions of this paragraph, the City of Pontiac may, in order to protect itself, and all Additional Named Assured, from liability, defend any such claim, demand, suits or action and pay, settle, compromise, and procure the discharge thereof, in which case the said Contractor shall repay the City of Pontiac any and all such loss, damage and expense, including attorney's fees paid, suffered or incurred by the City of 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.

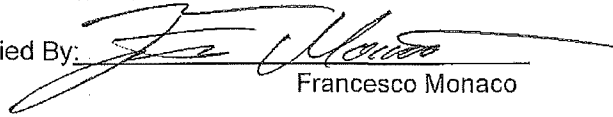
6. INCLUDED WORK

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-Contractor or sub-subcontractor to perform any work included in this Contract without the prior written consent of Owner.

Certified By:



Francesco Monaco

Its: General Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2019

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

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

PRODUCER McNish Group 26622 Woodward Avenue Ste. 200 Royal Oak MI 48067	CONTACT NAME: Kerri Marsalese PHONE (A/C, No, Ext): 248-544-4800 E-MAIL ADDRESS: certs@mcnish.com FAX (A/C, No): 248-544-4801
INSURED International Construction Inc 53618 Cherrywood Drive Shelby Twp MI 48315	INSURER(S) AFFORDING COVERAGE INSURER A: Berkley Assurance Company INSURER B: Westfield Insurance Co. INSURER C: AIG Property Casualty Company INSURER D: Navigators Specialty Insurance Company INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 469166983

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		VUMA0110363	3/20/2019	3/20/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CWP4509532	3/20/2019	3/20/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CH19EXC8701031C	3/20/2019	3/20/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		WC12500402	3/21/2019	3/21/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

For Informational Purposes Only

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

AUTHORIZED REPRESENTATIVE

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ROX SWYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING

MS18412

RESIDENTIAL BUILDER
LICENSE

MARIA GEMOND
53618 CHERRYWOOD
SMELBY TWP MI 48315

LICENSE NO.
2101207144

EXPIRATION DATE
05/31/2020

ISSUE BY
3174340

THIS LICENSE IS VALID FOR THE STATE OF MICHIGAN ONLY
IT IS NOT VALID FOR ANY OTHER STATE

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # PHY010119

KNOW ALL MEN BY THESE PRESENTS, that we
INTERNATIONAL CONSTRUCTION, INC.
53618 Cherrywood, Shelby Township, MI 48315

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and
Philadelphia Indemnity Insurance Company
One Bala Plaza, Ste. 100, Bala Cynwyd, PA 19004

(Here insert full name, and address or legal title of Surety)

a corporation duly organized under the laws of the State of PA

as Surety, hereinafter called the Surety, are held and firmly bound unto
City Of Pontiac
47450 Woodward, Pontiac, MI 48342

(Here insert full name, and address or legal title of Owner)

as Obligor, hereinafter called the Obligor, in the sum of
Five Percent of Amount Bid-----Dollars (5.00% of Bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Batch 14 - Demolition & Grading of 15 homes

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in
accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal
shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger
amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of May 2019

INTERNATIONAL CONSTRUCTION, INC.

(Principal)

(Seal)

(Witness)

Francesco Monaco (Title) General Manager

Philadelphia Indemnity Insurance Company

(Surety)

(Seal)

(Witness)

(Title)

Michelle B. Graham, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Suzanne M. Mocer, Michelle B. Graham, John W. McNish, & William Cory French of McNish Group, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice-President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile; and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

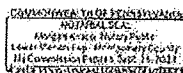
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27th DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

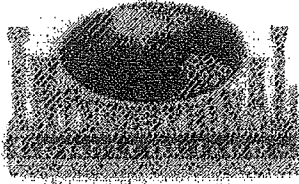
September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of May, 2019.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



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

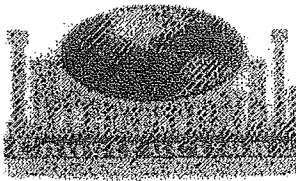
References

Job Name: The Removal of Blighted Structures throughout the cities of River Rouge & Ecorse
Contracting Company: Wayne Metro Community Action Agency
Contact Name: John Carmody
Numbers: Office -- 734-246-2280
Fax -- 734-284-4497
Email -- jcarmody@waynometro.org

Contract Amount:
Completion Date: On going
Type of Project: Demolition of Residential homes through the Hardest Hit Fund (MSHHA)

Job Name: Demolition of Residential Properties
Contracting Company: City of Pontiac
Contact Name: Zachary Beach
Numbers: Office -- (248)758-3325
Email: zbeach@pontiac.mi.us
Contract Amount: \$75,962.00
Completion Date: 10/3/2014
Type of Project: Demolition of 13 Residential Properties in Pontiac

Job Name: Demolition of Multiple homes in the city of Warren
Contracting Company: City of Warren
Contact Name: Annmarie Laduke
Numbers: Office -- 1(586)374-4604
Email: Aladuke@cityofwarren.org
Contact Name: Bob Weidner (CDRC)
Numbers: Office -- 1(586)374-4666
Email: bweidner@cityofwarren.org
Contract Amount: Continuing
Completion Date: Continuing
Type of Project: Commercial and Residential Demolition and site restoration



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

COMPLETED PROJECTS

Job Name: The Removal of Blighted Structures throughout the cities of River Rouge & Ecorse
Contracting Company: Wayne Metro Community Action Agency
Contact Name: John Carmody
Numbers: Office - 734-246-2280
Fax - 734-284-4497
Email - jcarmody@waynemetro.org

Contract Amount:
Completion Date: On going
Type of Project: Demolition of Residential homes through the Hardest Hit Fund (MHDA)

Job Name: The Demo of building around the city
Contracting Company: City of St. Clair Shore
Contact Name: Chris Raynes
Numbers: Office - 586-447-3340
Fax - 586-445-4698
Email - chris@scmi.net

Contract Amount:
Completion Date: On going
Type of Project: Demo of houses around city

Job Name: Garret House Demolition
Contracting Company: City of St. Clair Shore
Contact Name: Chris Raynes
Numbers: Office - 586-447-3340
Fax - 586-445-4698
Email - chris@scmi.net
Contract Amount: \$55,350.00
Completion Date: 11-20-10
Type of Project: Demolition of an old banquet hall - Total of 30,000 sq. ft

Job Name: Demolition of multiple schools
Contracting Company: Roseville Public Schools & Barton Malow
Contact Name: Mike Schellha
Numbers: Office - 386-779-7997
Fax - 386-445-8835
Email - mike.schellha@bartonmalow.com
Contract Amount: \$247,000.00
Completion Date: 3-12-11
Type of Project: Demolition of three schools - Total of 100,000 sq. ft

Job Name: Holly Academy Demolition & Addition
Contracting Company: The Garrison Company
Contact Name: Mike Garrison
Numbers: Office - 248-932-9100
Fax - 248-932-9106
Email - mike@thegarrisoncompany.com
Contract Amount: \$25,000.00
Completion Date: 8-28-11
Type of Project: Demolition of old dorm building - Total of 28,000 sq. ft

COMPLETED PROJECTS CONTINUED

Job Name: Building Demolition Project
Contracting Company: Farmington Public Schools & McCarthy & Smith, Inc.
Contact Name: Doug Underwood
Numbers: Office - 248-427-8400
Fax - 248-427-8421
Email - dunderwood@mccarthysmith.com
Contract Amount: \$384,615.00
Completion Date: 10-15-11
Type of Project: Demolition of 4 Schools -- Total of 154,000 sq. ft

Job Name: Building Demolition Project
Contracting Company: Demolition of former police station
Contact Name: Greg Weyring
Numbers: Office - 734-324-4331
Fax - 734-324-4333
Email - gweyring1@wyman.com
Contract Amount: \$17,464.20
Completion Date: 04/27/2012
Type of Project: Demolition of old police station--- 24,000sf

Job Name: Building Demolition Project
Contracting Company: State of Michigan
Contact Name: Chris Belfort
Numbers: Office - 313-749-7519
Contract Amount: \$28,800
Completion Date: 08/31/2012
Type of Project: Demolition of three buildings at state fair grounds

Job Name: Demolition of Christianity and Lincoln Schools
Contracting Company: Monroe Public Schools
Contact Name: Mark Kohler
Numbers: Office - 734-242-6580
Fax - 734-242-6583
Email - mkohler@kohlerarchitects.net
Contract Amount: \$300,000
Completion Date: 09/15/2012
Type of Project: Demolition of 2 Schools ---- 125,000sf

Job Name: Building Demolition of Mayo Inn
Contracting Company: City of Dearborn
Contact Name: Rob Cramer
Numbers: Office - 313-943-2152
Email - rcramer@ci.dearborn.mi.us
Contract Amount: \$194,900
Completion Date: 09/28/2012
Type of Project: Demolition of old motel---- 80,000sf

Job Name: School Demolition
Contracting Company: Redford School District
Contact Name: Mike Depina
Numbers: Office - 313-387-2195
Contract Amount: \$135,140
Completion Date: 10/30/2012
Type of Project: Demolition of old School 45,000sq. ft

COMPLETED PROJECTS CONTINUED

Job Name: School Demolition
Contracting Company: Woodhaven-Brownstown School District
Contact Name: Paul Thodault
Numbers: Office - 248-239-1864
Contract Amount: \$92,000.00
Completion Date: 6/30/2013
Type of Project: Demolition of old School 62,000sf

Job Name: School Demolition
Contracting Company: Waterford School District
Contact Name: Kevin Donnelly
Numbers: Office - 248-848-9567
Contract Amount: \$109,900.00
Completion Date: 10/30/2012
Type of Project: Demolition of old school 48,000sf

Job Name: Pontiac Home Demolition Project
Contracting Company: City Pontiac
Contact Name: Joseph Sobota
Numbers: Office - 248-738-3129
Email: jsobota@pontiac.mi.us
Contract Amount: \$178,533.00
Completion Date: 12/28/2013
Type of Project: Demolition of 23 Pontiac homes

Job Name: Demolition of Building at 21501 Hoover
Contracting Company: City of Warren
Contact Name: Craig Cirrappa
Numbers: Office - (313)-374-4639
Email: cirrappa@cityofwarren.org
Contract Amount: \$78,800.00
Completion Date: 1/30/2014
Type of Project: Demolition of Commercial Building

Job Name: Demolition of Residential Properties
Contracting Company: City of Pontiac
Contact Name: Zachary Beach
Numbers: Office - (248)738-3323
Email: zbeach@pontiac.mi.us
Contract Amount: \$75,900.00
Completion Date: 10/2/2014
Type of Project: Demolition of 13 Residential Properties in Pontiac

Job Name: Home Demolition
Contracting Company: Wayne Metropolitan Community Action Agency
Contact Name: John Camody
Numbers: Office - (248)462-3462
Email: jcamody@waynemetro.org
Contract Amount: \$134,000.00
Completion Date: 10/12/2014
Type of Project: Demolition of 13 River Rouge & Ecorse

COMPLETED PROJECTS CONTINUED

Job Name: Demolition and Site restoration of school
Contracting Company: Livonia Public Schools
Contact Name: Harry Lau
Numbers: Office - (734) 744-2511
Email: hlan@livoniaschools.org
Contract Amount: \$192,400.00
Completion Date: 10/31/2014
Type of Project: Demolition of Washington Elementary 44,000sf

Job Name: Demolition and Site restoration of school
Contracting Company: Livonia Public Schools
Contact Name: Harry Lau
Numbers: Office - (734) 744-2511
Email: hlan@livoniaschools.org
Contract Amount: \$149,364.36
Completion Date: 10/31/2014
Type of Project: Demolition of Hankin Mills Elementary 44,000sf

Job Name: Demolition and Site restoration of school(s)
Contracting Company: Brian Construction Group via Waterford Schools
Contact Name: Ken Maes
Numbers: Direct - (586) 899-7641
Email: kmaes@brianwg.com
Contract Amount: \$329,000.00
Completion Date: 6/17/2016
Type of Project: Demolition of Adams, Burt, & Sandburg Elementary schools 113,000sqft

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

International Construction has no Litigation to describe that resulted from the firms services

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

International Construction will notify its intent to demolish a structure through the state immediately following award & contract signing. This is 10 business days from said date. Once initiated demolition procedures will take a approximately 21-34 days depending upon which batch (size has been awarded)

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

Bonding requirements are attached following this page.
Note: Performance & Payment Bonds will be furnished
following contract execution.

APPENDIX A

City of Pontiac CDBG/NSP3-Demolition Program

> Home Demolition Bid Batch 14 <

Bidding Contractor:

Company Name: International Construction, Inc.

Representative: Francesco Monaco

Address: 53618 Cherrywood Drive

City: Shelby Township

Zip: 48315

Office #: 586.749.9896

Fax #: 586.749.9896

Cell#: 810.523.0625

Email: Dirtdoctor2010@yahoo.com

License#: 2101207144

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

Asbestos Surveys Batch 14 for the properties listed below can be found here:

<https://drive.google.com/drive/folders/1rYjghCruypMxUuAHwT3MRDSoomd3W9Bf?usp=sharing>

Bid Price per Residential Property:

68 S Ardmore Street \$7,730.00

Cost in Words for 68 S Ardmore Street Seven Thousand Seven Hundred Thirty

386 Bloomfield Avenue \$9,240.00

Cost in Words for 386 Bloomfield Avenue Nine Thousand Two Hundred Forty

499 Colorado Avenue \$4,991.00

Cost in Words for 499 Colorado Avenue Four Thousand Nine Hundred Ninety One

389 W Huron St \$11,881.00

Cost in Words 389 W Huron St Eleven Thousand Eight Hundred Eighty One

20 Lester Court \$7,058.00

Cost in Words for 20 Lester Court Seven Thousand Fifty Eight

505 Luther Avenue \$6,551.00

Cost in Words for 505 Luther Avenue Six Thousand Five Hundred Fifty One

94 Mary Day \$9,318.00

Cost in Words for 94 Mary Day Nine Thousand Three Hundred Eighteen

30 Orton Avenue \$16,028.00

Cost in Words for 30 Orton Avenue Sixteen Thousand Twenty Eight

31 Orton Avenue \$10,020.00

Cost in Words for 31 Orton Avenue Ten Thousand Twenty

384 Osmun Avenue \$6,350.00

Cost in Words for 384 Osmun Avenue Six Thousand Three Hundred Fifty

821 E Pike Street \$5,284.00
Cost in Words for 821 E Pike Street Five Thousand Two Hundred Eight Four

123 Prospect Street \$8,551.00
Cost in Words for 123 Prospect Street Eight Thousand Five Hundred Fifty One

153 Prospect Street \$12,371.00
Cost in Words for 153 Prospect Street Twelve Thousand Three Hundred Seventy One

102 S Shirley Street \$11,500.00
Cost in Words for 102 S Shirley Street Eleven Thousand Five Hundred

47 Walnut Street \$11,276.00
Cost in Words for 47 Walnut Street Eleven Thousand Two Hundred Seventy Six

Grand Total \$ 138,149.00

Grant Total Cost in Words One Hundred Thirty Eight Thousand One Hundred Forty Nine Dollars

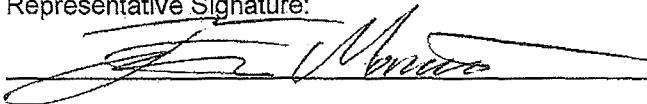
The City reserves the right to remove any of the homes listed above and have the contractor hold the price for the remaining homes listed.

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

Company Name:

International Construction, Inc.

Representative Signature:



Print Name:

Francesco Monaco

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.

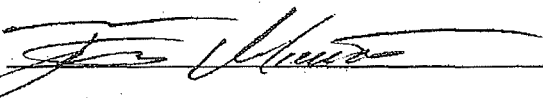
The Undersigned hereby declares that any person(s) employed by the City of Pontiac Michigan who has direct or indirect personal or financial interest in this bid or in any portion of the profits that may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please 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.

Company Name: International Construction, Inc.

Address: 53618 Cherrywood Drive, Shelby Township, MI 48315

Representative Signature: 

Print Name: Francesco Monaco

Title: General Manager

Date: 5/20/2019

Office # 586.749.9895

Cell # 810.523.0625

FAX # 586.749.9896

Email Dirtdoctor2010@yahoo.com

Website: <https://international-construction-inc.business.site/>

Federal Tax I.D. #: 38-2863979

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**

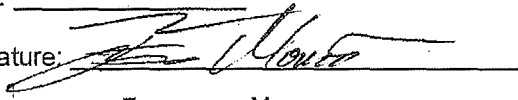
**"Code of Standards of Conduct,"
24 CFR Part 85.36 (b) (3):**

(Applicable to Community Development Block Grant Expenditures)

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

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or 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 subgrantee's may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and 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: 5/20/2019

Signature: 

Printed name: Francesco Monaco

APPENDIX D

INSURANCE

1. INSURANCE

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

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

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

- 1) **Workers' Compensation Insurance** The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee
- 2) **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; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.
- 3) **Motor Vehicle Liability** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 4) **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additionally Insured: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers. 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.
- 5) **Cancellation Notice:** All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Michelle L. McKenzie, City of Pontiac, 47450 Woodward Ave, Pontiac, MI, 48342.
- 6) **Proof of Insurance Coverage:** The Contractor shall provide The City of Pontiac at the time that the contracts are returned by him/her for execution, two (2) copies of Certificates of Insurance as well as the required endorsements.

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

3. INDEMNIFICATION CLAUSE

The Contractor shall indemnify and save harmless the City of Pontiac for and from all claims, demands, payments, suits, actions, recoveries, and judgments; of every name and description, brought or recovered against them or to property received or sustained by any person or persons whomsoever by reason of any action or omission of the said Contractor, his agents, servants, or his Contractors in the performance of said Work, or by or in consequence of any negligence or carelessness in connection with the same or on account of the death of or injuries to persons who shall be engaged in or about the work to be performed under this Contract; and on account of liability or obligation imposed directly or indirectly upon the City of Pontiac by reasons of any law of the State or the United States, now existing or which shall hereafter be enacted, imposing any liability or obligation, or providing for compensation to any person or persons on account of or arising from the death of, or injuries to employees. Said Contractor shall pay, settle, compromise and procure the discharge of any and all such claims and all such losses, damages, expenses, liabilities, and obligations, and shall defend at his own cost and expense any and all claims, demands, suits and actions made or brought against the City of Pontiac, and all Additional Named Assured, for or upon any such claim. In case the said Contractor shall fail, neglect, or refuse to comply with any of the provisions of this paragraph, the City of Pontiac may, in order to protect itself, and all Additional Named Assured, from liability, defend any such claim, demand, suits or action and pay, settle, compromise, and procure the discharge thereof, in which case the said Contractor shall repay the City of Pontiac any and all such loss, damage and expense, including attorney's fees paid, suffered or incurred by the City of 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-Contractor or sub-subcontractor to perform any work included in this Contract without the prior written consent of Owner.

Certified By: _____

Francesco Monaco

Its: General Manager _____

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # PHY010119

KNOW ALL MEN BY THESE PRESENTS, that we

INTERNATIONAL CONSTRUCTION, INC.

53618 Cherrywood, Shelby Township, MI 48315

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

Philadelphia Indemnity Insurance Company

One Bala Plaza, Ste. 100, Bala Cynwyd, PA 19004

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of PA

as Surety, hereinafter called the Surety, are held and firmly bound unto
City Of Pontiac

47450 Woodward, Pontiac, MI 48342

(Here insert full name and address or legal title of Owner)

as Obligor, hereinafter called the Obligor, in the sum of

Five Percent of Amount Bid ----- Dollars (5.00% of Bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Batch 14 - Demolition & Grading of 15 homes

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of May 2019

INTERNATIONAL CONSTRUCTION, INC.

(Principal)

(Seal)

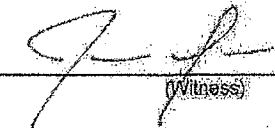

(Witness)


Francesco Nocco (Title) General Manager

Philadelphia Indemnity Insurance Company

(Surety)

(Seal)


(Witness)


(Title)
Michelle B. Graham, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Suzanne M. Moceri, Michelle B. Graham, John W. McNish, & William Cory French of McNish Group, Inc., its true and lawful Attorney-in-Fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 13th of November, 2016:

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

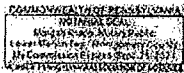
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27th DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of May, 2019.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Date 5/20/2019

Municipality City of Pontiac

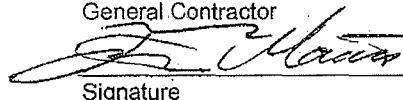
Agreement of Prime Contractor

WE HEREBY AGREE, and will require companies awarded subcontracts for this project to agree, to conform to the policy that during the performance of this contract:

1. We will not discriminate against any subcontractor, employee or applicant for employment because of race, creed, color, age, national origin, sex, height, weight, marital status or handicap as provided in Section 3 (A) Act 344, Public Acts of 1965 as amended by Act 349 Public Acts of 1966. We will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, age, national origin, sex, height, weight, marital status or handicap. This obligation includes, but is not limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. We agree to post notices that set forth the provisions of this nondiscrimination clause in conspicuous places, available to employees and applicants for employment, as required and provided by the municipality.
2. We will, in all solicitations or advertisements for employees placed by us or on our behalf, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, age, national origin, sex, height, weight, marital status or handicap.
3. We will send to each labor union or representative of workers with which we have a collective bargaining agreement, or other contract or understanding, a notice, to be provided by the municipality, advising the labor or worker's representative of our commitments under this Contract Compliance Plan and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. We will comply with and be bound by: all Ordinance provisions when applicable, Contract Compliance Provisions, and any other provisions included in the Specifications. We shall file, and shall cause each of our subcontractors to file, compliance reports with the municipality within such times and in such forms as the municipality shall prescribe. Compliance reports shall contain such information as that regarding the practices, policies, programs and employment statistics of the prime contractor and each subcontractor.
5. We will permit the municipality, the municipality's auditors, the Oakland County Community Development Division, the Oakland County Auditing Division and/or the U.S. Dept. of Housing and Urban Development access to our books, records and accounts for investigation purposes to ascertain observance of this Contract Compliance Plan.
6. We acknowledge that in the event of noncompliance with the nondiscrimination clauses of this contract, or with any applicable rules, regulations or orders, this contract may be cancelled, terminated, or suspended in whole or in part and that we may be declared ineligible for further municipal contracts in accordance with procedures authorized herein and such other sanctions as may be imposed and remedies involved as provided by ordinance, rule, regulation or as otherwise provided herein or by law.
7. We will include the provisions of paragraphs one through six in every subcontract let under this contract so that these provisions will be binding upon each subcontract, unless otherwise exempted by prior written authorization by the municipality. With respect to any subcontract, we will take such action as the municipality may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided that in the event we are threatened with, or become involved in litigation with a subcontractor or vendor as a result of such direction by the municipality, we may request the municipality to enter into such litigation to protect the interests of the municipality.

International Construction, Inc.

General Contractor



Signature

General Manager

Title

ETHNIC OWNERSHIP REPORT

Attention general contractor and subcontractors, please respond to the following (print or type). Mark the descriptions below that indicate the sex and racial/ethnic character of the owner(s) and controller(s) of 51 percent or more of your business. If 51 percent or more is not owned and controlled by persons (or person) of any single racial/ethnic category, mark the description that seems the most appropriate.

- () **Female** (X) **Male**
- (X) **White Americans**: persons having origins in any of the original peoples of Europe, North Africa, or the Middle East, but not of Hispanic Origin.
- () **Black Americans**: persons having origins in any of the black racial groups of Africa, but not of Hispanic origin.
- () **Native Americans**: persons having origins in any of the original peoples of North America, and who maintain cultural identifications through tribal affiliations or community recognition.
- () **Hispanic Americans**: persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- () **Asian/Pacific Americans**: persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.
- () **Other: Please Specify:** _____

Date 5/20/2019

Project City of Pontiac Batch 14

Business Name International Construction, Inc.

Representative Name Francesco Monaco

Position General Manager

Signature 

Any questions? Call Mike Pucher, Supervisor, Contract Compliance Unit (248) 858-0196

**OAKLAND COUNTY
COMMUNITY & HOME IMPROVEMENT
SECTION 3
INCOME CERTIFICATION FORM**

Name: International Construction, Inc.		Date: 5/20/2019
Address: 53618 Cherrywood Drive		
City & State: Shelby Township, MI		
Zip: 48315		
Telephone Number: 586.749.9895	FAX Number: 586.749.9896	Email Address: Dirtdoctor2010@yahoo.com

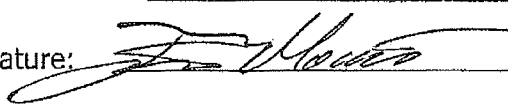
As an employee of International Construction, Inc., I certify that my total gross household income last year was not greater than (based on the number of persons in the family) the amount checked below.

Family Size	Section 3 Gross Household Income Limits	CHECK ONE (✓)	
		Household Income Less Than (✓)	Household Income More Than (✓)
1	\$39,100		
> 2 <	\$44,700		
3	\$50,300		
4	\$55,850	X	
5	\$60,350		
6	\$64,800		
7	\$69,300		
8	\$73,750		

PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C. title 18, Sec. 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing, or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five (5) years, or both."

I agree to provide any additional documentation (if requested) that confirms the accuracy of my family size and total household income.

Owner's Name: Pasquale Gismondi

Signature: 

Date: 5/20/2019



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

“Home Demolition Bid Batch 14”

IV. REQUESTS

A) Name, telephone number, address, e-mail, and fax number of the individual designated to receive all official correspondence relating to the project.

Name: International Construction, Inc.

Phone: 586-749-9895

Address: 53618 Cherrywood Drive

Email: dirtdoctor2010@yahoo.com

Fax Number: 586-749-9896

B) Describe the Contractor's qualifications and ability to successfully provide the services requested, including a description of prior experience.

Description

International Construction, Inc. is based in Shelby Twp., Michigan. Founded in 1989, they offer construction services and specialize in the following areas: Demolition, Earthwork, and Site Utilities.

Mission Statement

Our mission is: To perform for our customers the highest level of quality construction services at fair and market competitive prices. To ensure the longevity of our company through repeat and referral business achieved by customer satisfaction in all areas including timeliness, attention to detail and service-minded attitudes. To maintain the highest levels of professionalism, integrity, honesty and fairness in our relationships with our suppliers, subcontractors, professional associates and customers.

International Construction has been involved in complete structure demolition from start to finish since 2009. Hundreds of homes have been removed from multiple communities within the state of MI. As well as numerous school buildings and commercial building, and our completed projects list continues to grow every day.

International Construction has held CDBG, Prevailing Wage, Hardest Hit Fund and any government or privately funded job in-between. Being able to move our own machines and trucks in large cities with small narrow streets or the vast sprawling suburbs makes International Construction able to take nearly any job on with relative ease, be it large or small, Residential houses, or Commercial buildings and/or Schools.

c) Provide copy of State of Michigan License for the corporation or company and an individual license.

Please see attached following this page

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING

M818412

RESIDENTIAL BUILDER
LICENSE

MARIA GISHOWSKI
53618 CHERRYWOOD
SHELBY TWP MI 48315

LICENSE NO.
2101207144

EXPIRATION DATE
05/31/2020

AGENT NO.
3174150

THIS LICENSE IS NOT VALID
UNLESS THE LICENSEE HAS COMPLETED
THE REQUIRED EDUCATION

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

Please see attached following this page

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

Name of person or organization
filing fee:

ANTONIO GIANNUCCI

*ANTONIO GIANNUCCI
8831 INDEPENDENCE
STERLING HTS, MI 48078*

Preparer's name and business
telephone number:

*ANTONIO GIANNUCCI JR.
(313) 244-1780*

INFORMATION AND INSTRUCTIONS

1. The articles of incorporation cannot be filed until this form, or a comparable document, is submitted.
2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.
Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of Act 284, P.A. of 1972, by one or more persons for the purpose of forming a domestic profit corporation.
4. Article I — The corporate name of a domestic profit corporation is required to contain one of the following words or abbreviations: "Corporation", "Company", "Incorporated", "Limited", "Corp.", "Co.", "Inc.", or "Ltd."
5. Article II — State, in general terms, the character of the particular business to be carried on. Under section 202(b) of the Act, it is sufficient to state substantially, alone or without specifically enumerated purposes, that the corporation may engage in any activity within the purposes for which corporations may be organized under the Act. The Act requires, however, that educational corporations state their specific purposes.
6. Article III (2) — The Act requires the incorporators of a domestic corporation having shares without par value to submit in writing the amount of consideration proposed to be received for each share which shall be allocated to stated capital. Such stated value may be indicated either in item 2 of article III or in a written statement accompanying the articles of incorporation.
7. Article IV — A post office box may not be designated as the address of the registered office.
8. Article V — The Act requires one or more incorporators. The address(es) should include a street number and name (or other designation), city and state.
9. The duration of the corporation should be stated in the articles only if the duration is not perpetual.
10. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
11. The articles must be signed in ink by each incorporator. The names of the incorporators as set out in article V should correspond with the signatures.
12. FEES: Filing fee \$10.00
Franchise fee — 1/4 mill (.0005) on each dollar of authorized capital stock, with a minimum franchise fee of \$25.00
Total minimum fees (Make remittance payable to State of Michigan) \$35.00

12. Mail form and fee to:

Michigan Department of Commerce, Corporation and Securities Bureau, Corporation Division, P.O. Box 30054,
6545 Mercantile Way, Lansing, MI 48908, Telephone: (517) 334-6302

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION & SECURITIES BUREAU	
(FOR BUREAU USE ONLY)	Date Received
EFFECTIVE DATE:	
CORPORATION IDENTIFICATION NUMBER	

ARTICLES OF INCORPORATION

For use by Domestic Profit Corporations

(Please read information and instructions on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned corporation executes the following Articles:

Article I

The name of the corporation is:

INTERNATIONAL CONSTRUCTION INC

Article II

The purpose or purposes for which the corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the Business Corporation Act of Michigan.

Article III

The total authorized capital stock is:

1. Common Shares 214 Par Value Per Share \$
 Preferred Shares 144 Par Value Per Share \$

and/or shares without par value as follows:

2. Common Shares 50000 Stated Value Per Share \$ 1.00
 Preferred Shares None Stated Value Per Share \$

3. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

Article IV

1. The address of the registered office is:

36384 HANNUK ST SHELBY MI 48153 Michigan 48153
Street Address City State

2. The mailing address of the registered office if different than above:

N/A Michigan
P.O. Box City State

3. The name of the resident agent at the registered office is: ARMANDO LANDO

Article V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name

Residence or Business Address

ARMANDO LANDO 36384 HANNUK ST SHELBY MI 48153

PASQUALE BERNARDI 33000 CANALISSA SHELBY MI 48153

Article VI (Optional. Delete if not applicable)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be effected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing $\frac{2}{3}$ in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be effected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

Article VII (Optional. Delete if not applicable)

I (We), the incorporator(s) sign my (our) name(s) this 17th day of May, 1989.

x Perquah G. Gorman

x Amanda G. Gorman

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

Please see attached following this page



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify That

INTERNATIONAL CONSTRUCTION INC.

*was validly incorporated on April 27, 1989 as a Michigan DOMESTIC PROFIT CORPORATION,
and said corporation is validly in existence under the laws of this state.*

*This certificate is issued pursuant to the provisions of 1972 PA 284 to attest to the fact that the corporation
is in good standing in Michigan as of this date and is duly authorized to transact business and for no other
purpose.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit
given it in every court and office within the United States.*



*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 27th day of August, 2018.*

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

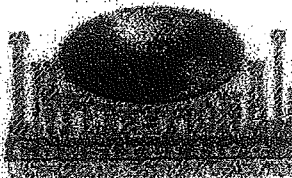
Sent by electronic transmission

Certificate Number: 18087556420

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.

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

International Construction, has a particular procedure to each and every site. A set copy of this will be attached following this page.



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

SITE SPECIFIC SAFETY PLAN

Upon arriving on site, an engineering survey of the structure and equipment will be conducted. 1. To determine the condition of the foundation, roof, walls, and floors. 2. Whether any adjacent structures will be affected by the demolition. 3. Any other conditions and/or equipment would be affecting the safety of an employee.

Upon arriving on site, safe material haul routes will be determined. Possible hazard areas identified (i.e. blind spots), and actions taken to correct any possible unsafe conditions. If required, a ground man will direct trucks, when backing up into blind areas.

Upon arriving on site, an inspection will be made for any overhead wires, which may be hit while a machine is working or a truck is picking up or dumping its load.

Upon arriving on site, the building will undergo an inspection to make sure the building is clear of any person that may have entered the building during the night. Also will inspect the building after every employee break.

Company vehicles will undergo a pre-trip safety inspection, before leaving our yard in the morning. Heavy equipment, which has been delivered to the site via lowboy, will also undergo a safety inspection, before work begins. Back-up alarms will be checked on a daily basis before work begins.

We will do an interior strip out of all recyclable metals.

The demolition will be done mechanically. During demolition we will also recycle all metals and concrete.

When a tunnel or a basement has been exposed, we will remove all walls and footings, so that backfill can happen as soon as possible.

If there are no adjacent buildings. There will be no damage to any neighbors.

Extreme care will be taken when demolishing the chimney (i.e. personal, equipment, etc.), that is not need in the area will be moved to a safe distance.

During demolition dust control will be in effect. We use a misting machine that shoots a mist of water into the air grabs the dust particles and brings them to the ground. If this machine cannot reach an area a person with a hose will be placed there.

At the end of each work day the streets if need will be cleaned (i.e. scraped and broom mechanically).

When the job site is left for the day, proper barricading will be utilized on site to identify any hazard areas.

Post trip inspections will be made for company vehicles when returning to our yard. Any equipment problems will be reported for correction before returning to the job site.

Sincerely,

Pasquale Giannone

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.

International Construction will supply three truck drivers, one operator and one project manager to oversee the project.

Truck Drivers:

John Twardecki: Has been driving truck in the construction industry since 2009

Patrick Wanks: Has been driving truck in the construction industry since 1994

Timothy Stanoschek: Has been driving truck since 2013

All truck drivers have experience with Demolition, specifically residential demolition. Truck Drivers will not be operating machines at any time for this project. Additional information is available upon request.

Operators:

Pasquale Gismondi: has been in the construction trade, over 25 years. Has gone from Labor, to Operating heavy equipment, to Foreman, to Owner of International Construction Inc. He has done grading of land, site work, underground, and demolition of multiple buildings and houses for various municipalities and school districts. Pasquale has been conducting demolition activities through the use of heavy machinery since 2009.

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

Pasquale Gismondi - President - 586-749-9695

Maria Gismondi - Vice President - 586-677-7491

i) Provide insurance as required in Appendix "D"

Please see attached following this page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2019

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

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

PRODUCER McNish Group 26622 Woodward Avenue Ste. 200 Royal Oak MI 48067	CONTACT NAME: Kerri Marsalese	
	PHONE (A/C, No, Ext): 248-544-4800 FAX (A/C, No): 248-544-4801	
	E-MAIL: certs@mcnish.com	
	ADDRESS: certs@mcnish.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Berkley Assurance Company	39462
	INSURER B: Westfield Insurance Co.	24112
	INSURER C: AIG Property Casualty Company	19402
	INSURER D: Navigators Specialty Insurance Company	36056
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 469166983

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		VUMA0110363	3/20/2019	3/20/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CWP4509532	3/20/2019	3/20/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		CH19EXC870103IC	3/20/2019	3/20/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC12500402	3/21/2019	3/21/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

For Informational Purposes Only

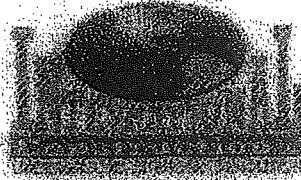
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

Please see attached following this page.



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

References

Job Name: The Removal of Blighted Structures throughout the cities of River Rouge & Ecorse
Contracting Company: Wayne Metro Community Action Agency
Contact Name: John Carmody
Numbers: Office - 734-246-2280
Fax - 734-284-4497
Email - jcarmody@waynemetro.org

Contract Amount:
Completion Date: On going
Type of Project: Demolition of Residential homes through the Hardest Hit Fund (MSHDA)

Job Name: Demolition of Residential Properties
Contracting Company: City of Pontiac
Contact Name: Zachary Beach
Numbers: Office - (248) 758-3325
Email: zbeach@pontiac.mil.us
Contract Amount: \$75,968.00
Completion Date: 10/3/2014
Type of Project: Demolition of 13 Residential Properties in Pontiac

Job Name: Demolition of Multiple homes in the city of Warren
Contracting Company: City of Warren
Contact Name: Annmarie Laduke
Numbers: Office - 1(586)574-4604
Email: Aladuke@cityofwarren.org
Contact Name: Bob Weidner (CDBG)
Numbers: Office - 1(586)374-4686
Email: bweidner@cityofwarren.org

Contract Amount: Continuing
Completion Date: Continuing
Type of Project: Commercial and Residential Demolition and site restoration



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

COMPLETED PROJECTS

Job Name: The Removal of Blighted Structures throughout the cities of River Rouge & Grosse
Contracting Company: Wayne Metro Community Action Agency
Contact Name: Alan Carnody
Numbers: Office - 734-246-2280
Fax - 734-244-4497
Email - lcarnody@wayneacta.org

Contract Amount:
Completion Date: On going
Type of Project: Demolition of Residential homes through the Hardest Hit Fund (MSHDA)

Job Name: The Demo of building around the city
Contracting Company: City of St. Clair Shore
Contact Name: Chris Reynolds
Numbers: Office - 586-447-3340
Fax - 586-445-4098
Email - chris@scsmi.net

Contract Amount:
Completion Date: On going
Type of Project: Demolition of houses around city

Job Name: Gourmet House Demolition
Contracting Company: City of St. Clair Shore
Contact Name: Chris Reynolds
Numbers: Office - 586-447-3340
Fax - 586-445-4098
Email - chris@scsmi.net
Contract Amount: \$55,350.00
Completion Date: 11-29-10
Type of Project: Demolition of an old banquet hall - Total of 30,000 sq. ft

Job Name: Demolition of multiple schools
Contracting Company: Roseville Public Schools & Barton Malow
Contact Name: Mike Scheff
Numbers: Office - 586-779-1997
Fax - 586-445-8975
Email - mike.scheff@bartonmalow.com
Contract Amount: \$2,79,000.00
Completion Date: 3-15-11
Type of Project: Demolition of three schools - Total of 100,000 sq. ft

Job Name: Ruby Academy Demolition & Addition
Contracting Company: The Garrison Company
Contact Name: Mike Holm
Numbers: Office - 248-933-9100
Fax - 248-933-9106
Email - mholm@garrisoncompany.com
Contract Amount: \$35,000.00
Completion Date: 8-28-11
Type of Project: Demolition of old dorm building - Total of 28,000 sq. ft

COMPLETED PROJECTS - CONTINUED

Job Name: Building Demolition Project
Contracting Company: Farmington Public Schools & McCarthy & Smith, Inc.
Contact Name: Doug Underwood
Numbers: Office - 248-427-8400
Fax - 248-427-8401
Email - dunderwood@mccarthysmith.com
Contract Amount: \$284,615.00
Completion Date: 10-15-11
Type of Project: Demolition of 4 Schools - Total of 154,000 sq. ft.

Job Name: Building Demolition Project
Contracting Company: Demolition of former police station
Contact Name: Greg McEwing
Numbers: Office - 734-324-4551
Fax - 734-324-4335
Email - gregmewing16@yahoo.com
Contract Amount: \$77,464.30
Completion Date: 04/27/2012
Type of Project: Demolition of old police station - 24,000sf

Job Name: Building Demolition Project
Contracting Company: State of Michigan
Contact Name: Chris Hejert
Numbers: Office - 517-449-7519
Contract Amount: \$59,483
Completion Date: 09/31/2012
Type of Project: Demolition of three buildings at state fair grounds

Job Name: Demolition of Chubbuck and Lincoln Schools
Contracting Company: Monroe Public Schools
Contact Name: Mark Kohler
Numbers: Office - 734-242-6880
Fax - 734-242-6883
Email - mkohler@kohlerarchitects.net
Contract Amount: \$382,000
Completion Date: 09/15/2012
Type of Project: Demolition of 2 Schools - 125,000sf

Job Name: Building Demolition of Metro Inn
Contracting Company: City of Dearborn
Contact Name: Rob Creamer
Numbers: Office - 313-543-2152
Email - rcream@ci.dearborn.mi.us
Contract Amount: \$194,680
Completion Date: 09/25/2012
Type of Project: Demolition of old motel - 80,000sf

Job Name: School Demolition
Contracting Company: Redford School district
Contact Name: Mike Deane
Numbers: Office - 513-787-2785
Contract Amount: \$123,349
Completion Date: 10/30/2012
Type of Project: Demolition of old School \$5,000sq. ft.

COMPLETED PROJECTS CONTINUED

Job Name: School Demolition
Contracting Company: Woodhaven-Brownstown School District
Contact Name: Scott Thorland
Numbers: Office - 248-258-1584
Contract Amount: \$92,000.00
Completion Date: 8/30/2013
Type of Project: Demolition of old School 62,000sf

Job Name: School Demolition
Contracting Company: Waterford School District
Contact Name: Kevin Donnelly
Numbers: Office - 248-848-0567
Contract Amount: \$109,900.00
Completion Date: 10/30/2012
Type of Project: Demolition of old school 43,500sf

Job Name: Pontiac Home Demolition Project
Contracting Company: City Pontiac
Contact Name: Joseph Sobota
Numbers: Office - 248-738-3129
Email: jsobota@pontiac.mi.us
Contract Amount: \$178,825.00
Completion Date: 12/20/2013
Type of Project: Demolition of 23 Pontiac homes

Job Name: Demolition of Building at 21691 Hoover
Contracting Company: City of Warren
Contact Name: Craig Trapp
Numbers: Office - (248)-374-4639
Email: ctrapp@cityofwarren.org
Contract Amount: \$78,808.00
Completion Date: 1/30/2014
Type of Project: Demolition of Commercial Building

Job Name: Demolition of Residential Properties
Contracting Company: City of Pontiac
Contact Name: Zachary Beach
Numbers: Office - (248)758-3325
Email: zbeach@pontiac.mi.us
Contract Amount: \$75,948.00
Completion Date: 10/3/2014
Type of Project: Demolition of 13 Residential Properties in Pontiac

Job Name: Home Demolition
Contracting Company: Wayne Metropolitan Community Action Agency
Contact Name: John Connolly
Numbers: Office - (313)462-5465
Email: jconnolly@wametro.org
Contract Amount: \$134,762.00
Completion Date: 10/13/2014
Type of Project: Demolition of 18 River Rouge & Ecorse

COMPLETED PROJECTS - CONTINUED

Job Name: Demolition and Site restoration of school
Contracting Company: Livonia Public Schools
Contact Name: Harry Lau
Numbers: Office - (734) 744-2511
Email: hlau@lvonlapublicschools.org
Contract Amount: \$192,400.00
Completion Date: 10/31/2014
Type of Project: Demolition of Washington Elementary 44,000sf

Job Name: Demolition and Site restoration of school
Contracting Company: Livonia Public Schools
Contact Name: Harry Lau
Numbers: Office - (734) 744-2511
Email: hlau@lvonlapublicschools.org
Contract Amount: \$149,364.36
Completion Date: 10/31/2014
Type of Project: Demolition of Nankin Mills Elementary 44,000sf

Job Name: Demolition and Site restoration of school(s)
Contracting Company: Braun Construction Group via Waterford Schools
Contact Name: Ken Knaes
Numbers: Direct - (386) 899-7641
Email: knaes@braunbg.com
Contract Amount: \$329,500.00
Completion Date: 6/17/2016
Type of Project: Demolition of Adams, Burt, & Sandburg Elementary schools 115,000sqft

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

International Construction has no Litigation to describe that resulted from the firms services.

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

International Construction will notify its intent to demolish a structure through the state immediately following award & contract signing. This is 10 business days from said date. Once initiated demolition procedures will take a approximately 21-34 days depending upon which batch (size has been awarded)

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

Bonding requirements are attached following this page.
Note: Performance & Payment Bonds will be furnished
following contract execution.



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

Original

BID AMOUNT →

CITY OF PONTIAC

HOME DEMOLITION

BATCH 15

BID BOND →

REQUESTS →

To: City of Pontiac
Clerk's Office
47450 Woodward Avenue
Pontiac, MI 48342

Due: Monday, May 20, 2019 @ 2:00pm Local Time

APPENDIX A

City of Pontiac CDBG/NSP3-Demolition Program

> Home Demolition Bid Batch 15 <

Bidding Contractor:Company Name: International Construction, Inc.Representative: Francesco MonacoAddress: 53618 Cherrywood DriveCity: Shelby TownshipZip: 48315Office #: 586.749.9895Fax #: 586.749.9896Cell#: 810.523.0625Email: Dirtdoctor2010@yahoo.comLicense#: 2101207144

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

Asbestos Surveys Batch 15 for the properties listed below can be found here:

<https://drive.google.com/drive/folders/1rYjghCruypMxUuAHwT3MRDSoomd3W9Bf?usp=sharing>

Bid Price per Residential Property:235 W Conell Avenue \$6,794.00Cost in Words for 235 W Conell Avenue Six Thousand Seven Hundred Ninety Four116/118 Edison Street \$14,328.00Cost in Words for 116/118 Edison St Fourteen Thousand Three Hundred Twenty Eight407 Elizabeth Lake Rd \$9,319.00Cost in Words for 407 Elizabeth Lake Rd Nine Thousand Three Hundred Nineteen288 N Johnson \$8,936.00Cost in Words 288 N Johnson Eight Thousand Nine Hundred Thirty Six63 Legrande \$6,639.00Cost in Words for 63 Legrande Six Thousand Six Hundred Thirty Nine196 Liberty \$8,525.00Cost in Words for 196 Liberty Eight Thousand Five Hundred Twenty Five95 Mark Avenue \$11,206.00Cost in Words for 95 Mark Avenue Eleven Thousand Two Hundred Six117 Murphy Ave \$19,370.00Cost in Words for 117 Murphy Ave Nineteen Thousand Three Hundred Seventy51 Murray St \$7,116.00Cost in Words for 51 Murray St Seven Thousand One Hundred Sixteen842 Orlando Ave \$6,231.00Cost in Words for 842 Orlando Ave Six Thousand Two Hundred Thirty One

18 N Paddock \$6,552.00
Cost in Words for 18 N Paddock Six Thousand Five Hundred Fifty Two

72 N Paddock \$7,610.00
Cost in Words for 72 N Paddock Seven Thousand Six Hundred Ten

77 Prall St \$13,540.00
Cost in Words for 77 Prall St Thirteen Thousand Five Hundred Forty

* 27 Steinbaugh \$6,500.00
Cost in Words for 27 Steinbaugh Six Thousand Five Hundred

989 E Walton Blvd \$10,734.00
Cost in Words for 989 E Walton Blvd Ten Thousand Seven Hundred Thirty Four

Grand Total \$ 143,400.00

Grant Total Cost in Words One Hundred Forty Three Thousand Four Hundred Dollars

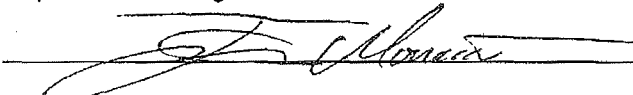
The City reserves the right to remove any of the homes listed above and have the contractor hold the price for the remaining homes listed.

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

Company Name:

International Construction, Inc.

Representative Signature:



Print Name:

Francesco Monaco

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).

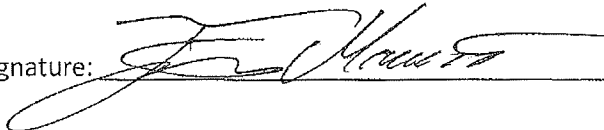
The proposer acknowledges the receipt of Addenda numbered _____

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

Company Name: International Construction, Inc.

Address: 53618 Cherrywood Drive, Shelby Township, MI 48315

Representative Signature: _____



Print Name: Francesco Monaco

Title: General Manager

Date: 5/20/2019

Office # 586.749.9895

Cell # 810.523.0625

FAX # 586.749.9896

Email Dirtdoctor2010@yahoo.com

Website: https://international-construction-inc.business.site/ Federal Tax I.D. #: 38-2863979

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.

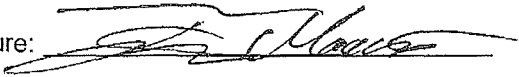
APPENDIX C
CONFLICT OF INTEREST STATEMENT

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

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

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or 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 subgrantee's may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and 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: 5/20/2019

Signature: 

Printed name: Francesco Monaco

APPENDIX D

INSURANCE

1. INSURANCE

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

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

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

- 1) **Workers' Compensation Insurance** The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee
- 2) **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; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.
- 3) **Motor Vehicle Liability** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 4) **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additionally Insured: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers. 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.
- 5) **Cancellation Notice:** All policies, as described above, shall include an endorsement stating that it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Michelle L. McKenzie, City of Pontiac, 47450 Woodward Ave, Pontiac, MI, 48342.
- 6) **Proof of Insurance Coverage:** The Contractor shall provide The City of Pontiac at the time that the contracts are returned by him/her for execution, two (2) copies of Certificates of Insurance as well as the required endorsements.

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

3. INDEMNIFICATION CLAUSE

The Contractor shall indemnify and save harmless the City of Pontiac for and from all claims, demands, payments, suits, actions, recoveries, and judgments; of every name and description, brought or recovered against them or to property received or sustained by any person or persons whomsoever by reason of any action or omission of the said Contractor, his agents, servants, or his Contractors in the performance of said Work, or by or in consequence of any negligence or carelessness in connection with the same or on account of the death of or injuries to persons who shall be engaged in or about the work to be performed under this Contract; and on account of liability or obligation imposed directly or indirectly upon the City of Pontiac by reasons of any law of the State or the United States, now existing or which shall hereafter be enacted, imposing any liability or obligation, or providing for compensation to any person or persons on account of or arising from the death of, or injuries to employees. Said Contractor shall pay, settle, compromise and procure the discharge of any and all such claims and all such losses, damages, expenses, liabilities, and obligations, and shall defend at his own cost and expense any and all claims, demands, suits and actions made or brought against the City of Pontiac, and all Additional Named Assured, for or upon any such claim. In case the said Contractor shall fail, neglect, or refuse to comply with any of the provisions of this paragraph, the City of Pontiac may, in order to protect itself, and all Additional Named Assured, from liability, defend any such claim, demand, suits or action and pay, settle, compromise, and procure the discharge thereof, in which case the said Contractor shall repay the City of Pontiac any and all such loss, damage and expense, including attorney's fees paid, suffered or incurred by the City of 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-Contractor or sub-subcontractor to perform any work included in this Contract without the prior written consent of Owner.

Certified By: 

Francesco Monaco

Its: General Manager

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # PHY010118

KNOW ALL MEN BY THESE PRESENTS, that we
INTERNATIONAL CONSTRUCTION, INC.
53618 Cherrywood Shelby Township, MI 48315

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and
Philadelphia Indemnity Insurance Company
One Bala Plaza, Ste. 100 Bala Cynwyd, PA 19004

(Here insert full name, and address or legal title of Surety)

a corporation duly organized under the laws of the State of PA

as Surety, hereinafter called the Surety, are held and firmly bound unto
City Of Pontiac
47450 Woodward Pontiac, MI 48342

(Here insert full name, and address or legal title of Owner)

as Obligor, hereinafter called the Obligor, in the sum of
Five Percent of Amount Bid-----Dollars (5.00% of Bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
Batch 15 - Demolition & Grading of 14 homes

(Here insert full name, address and description of project)

NOW, THEREFORE, If the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in
accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal
shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger
amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of May 2019

INTERNATIONAL CONSTRUCTION, INC.

(Principal)

(Seal)

Antonio Morero
(Witness)

Antonio Morero (Title) General Manager
Philadelphia Indemnity Insurance Company

(Surety)

(Seal)

J. J.
(Witness)

Michelle B. Graham
(Title)
Michelle B. Graham, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Suzanne M. Moceril, Michelle B. Graham, John W. McNish, & William Cary French of McNish Group, Inc., its true and lawful Attorney-in-Fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company; (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company hereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

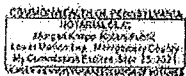
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27th DAY OF OCTOBER, 2017.

(Seal)



Robert D. O'Leary Jr.
Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

My commission expires:

Bala Cynwyd, PA

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of May, 20 19.



Edward Sayago
Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Date 5/20/2019

Municipality City of Pontiac

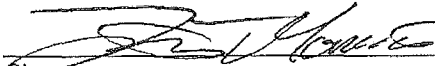
Agreement of Prime Contractor

WE HEREBY AGREE, and will require companies awarded subcontracts for this project to agree, to conform to the policy that during the performance of this contract:

1. We will not discriminate against any subcontractor, employee or applicant for employment because of race, creed, color, age, national origin, sex, height, weight, marital status or handicap as provided in Section 3 (A) Act 344, Public Acts of 1965 as amended by Act 349 Public Acts of 1966. We will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, age, national origin, sex, height, weight, marital status or handicap. This obligation includes, but is not limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. We agree to post notices that set forth the provisions of this nondiscrimination clause in conspicuous places, available to employees and applicants for employment, as required and provided by the municipality.
2. We will, in all solicitations or advertisements for employees placed by us or on our behalf, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, age, national origin, sex, height, weight, marital status or handicap.
3. We will send to each labor union or representative or workers with which we have a collective bargaining agreement, or other contract or understanding, a notice, to be provided by the municipality, advising the labor or worker's representative of our commitments under this Contract Compliance Plan and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. We will comply with and be bound by: all Ordinance provisions when applicable, Contract Compliance Provisions, and any other provisions included in the Specifications. We shall file, and shall cause each of our subcontractors to file, compliance reports with the municipality within such times and in such forms as the municipality shall prescribe. Compliance reports shall contain such information as that regarding the practices, policies, programs and employment statistics of the prime contractor and each subcontractor.
5. We will permit the municipality, the municipality's auditors, the Oakland County Community Development Division, the Oakland County Auditing Division and/or the U.S. Dept. of Housing and Urban Development access to our books, records and accounts for investigation purposes to ascertain observance of this Contract Compliance Plan.
6. We acknowledge that in the event of noncompliance with the nondiscrimination clauses of this contract, or with any applicable rules, regulations or orders, this contract may be cancelled, terminated, or suspended in whole or in part and that we may be declared ineligible for further municipal contracts in accordance with procedures authorized herein and such other sanctions as may be imposed and remedies involved as provided by ordinance, rule, regulation or as otherwise provided herein or by law.
7. We will include the provisions of paragraphs one through six in every subcontract let under this contract so that these provisions will be binding upon each subcontract, unless otherwise exempted by prior written authorization by the municipality. With respect to any subcontract, we will take such action as the municipality may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided that in the event we are threatened with, or become involved in litigation with a subcontractor or vendor as a result of such direction by the municipality, we may request the municipality to enter into such litigation to protect the interests of the municipality.

International Construction, Inc.

General Contractor


Signature

General Manager

Title

ETHNIC OWNERSHIP REPORT

Attention general contractor and subcontractors, please respond to the following (print or type). Mark the descriptions below that indicate the sex and racial/ethnic character of the owner(s) and controller(s) of 51 percent or more of your business. If 51 percent or more is not owned and controlled by persons (or person) of any single racial/ethnic category, mark the description that seems the most appropriate.

☐ Female ☒ Male

☒ **White Americans:** persons having origins in any of the original peoples of Europe, North Africa, or the Middle East, but not of Hispanic Origin.

☐ **Black Americans:** persons having origins in any of the black racial groups of Africa, but not of Hispanic origin.

☐ **Native Americans:** persons having origins in any of the original peoples of North America, and who maintain cultural identifications through tribal affiliations or community recognition.

☐ **Hispanic Americans:** persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

☐ **Asian/Pacific Americans:** persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.

☐ **Other: Please Specify:** _____

Date 5/20/2019

Project City of Pontiac Batch 15

Business Name International Construction, Inc.

Representative Name Francesco Monaco

Position General Manager

Signature 

Any questions? Call Mike Pucher, Supervisor, Contract Compliance Unit (248) 858-0196

**OAKLAND COUNTY
COMMUNITY & HOME IMPROVEMENT
SECTION 3
INCOME CERTIFICATION FORM**

Name: International Construction, Inc.		Date: 5/20/2019
Address: 53618 Cherrywood Drive		
City & State: Shelby Township, MI		
Zip: 48315		
Telephone Number: 586.749.9895	FAX Number: 586.749.9896	Email Address: Dirtdoctor2010@yahoo.com

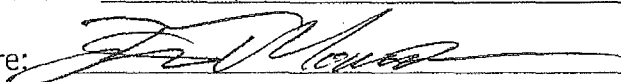
As an employee of International Construction, Inc., I certify that my total gross household income last year was not greater than (based on the number of persons in the family) the amount checked below.

Family Size	Section 3 Gross Household Income Limits	CHECK ONE (√)	
		Household Income Less Than (√)	Household Income More Than (√)
1	\$39,100		
> 2 <	\$44,700		
3	\$50,300		
4	\$55,850	X	
5	\$60,350		
6	\$64,800		
7	\$69,300		
8	\$73,750		

PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C. title 18, Sec. 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing, or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five (5) years, or both."

I agree to provide any additional documentation (if requested) that confirms the accuracy of my family size and total household income.

Owner's Name: Pasquale Gismondi

Signature: 

Date: 5/20/2019



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

“Home Demolition Bid Batch 15”

IV. REQUESTS

A) Name, telephone number, address, e-mail, and fax number of the individual designated to receive all official correspondence relating to the project.

Name: International Construction, Inc.

Phone: 586-749-9895

Address: 53618 Cherrywood Drive

Email: dirtdoctor2010@yahoo.com

Fax Number: 586-749-9896

B) Describe the Contractor's qualifications and ability to successfully provide the services requested, including a description of prior experience.

Description

International Construction, Inc. is based in Shelby Twp., Michigan. Founded in 1989, they offer construction services and specialize in the following areas: Demolition, Earthwork, and Site Utilities.

Mission Statement

Our mission is: To perform for our customers the highest level of quality construction services at fair and market competitive prices. To ensure the longevity of our company through repeat and referral business achieved by customer satisfaction in all areas including timeliness, attention to detail and service-minded attitudes. To maintain the highest levels of professionalism, integrity, honesty and fairness in our relationships with our suppliers, subcontractors, professional associates and customers.

International Construction has been involved in complete structure demolition from start to finish since 2009. Hundreds of homes have been removed from multiple communities within the state of MI. As well as numerous school buildings and commercial building, and our completed projects list continues to grow every day.

International Construction has held CDBG, Prevailing Wage, Hardest Hit Fund and any government or privately funded job in-between. Being able to move our own machines and trucks in large cities with small narrow streets or the vast sprawling suburbs makes International Construction able to take nearly any job on with relative ease, be it large or small, Residential houses, or Commercial buildings and/or Schools.

c) Provide copy of State of Michigan License for the corporation or company and an individual license.

Please see attached following this page

NOT REISSUED
COVERED

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING

M818412

RESIDENTIAL BUILDER
LICENSE

MARIA GESMONDI
53118 CHERRYWOOD
SHELBY TWP MI 48315

LICENSE NO.
2101207144

EXPIRATION DATE
05/31/2020

AUGUST 08
3374430

RENEWAL FEE \$100.00
ISSUED BY: [illegible]

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

Please see attached following this page

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

Name of person or organization remitting fees:

ANTONIO GIANNAUDREA

ANTONIO GIANNAUDREA
8831 INDEPENDENCE
STERLING HTS, MI 48078

Preparer's name and business telephone number:

ANTONIO GIANNAUDREA

(313) 244-1790

INFORMATION AND INSTRUCTIONS

1. The articles of incorporation cannot be filed until this form, or a comparable document, is submitted.
2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.
Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of Act 284, P.A. of 1972, by one or more persons for the purpose of forming a domestic profit corporation.
4. Article I — The corporate name of a domestic profit corporation is required to contain one of the following words or abbreviations: "Corporation", "Company", "Incorporated", "Limited", "Corp.", "Co.", "Inc.", or "Ltd."
5. Article II — State, in general terms, the character of the particular business to be carried on. Under section 202(b) of this Act, it is sufficient to state substantially, alone or without specifically enumerated purposes, that the corporation may engage in any activity within the purposes for which corporations may be organized under the Act. The Act requires, however, that educational corporations state their specific purposes.
6. Article III (2) — The Act requires the incorporators of a domestic corporation having shares without par value to submit in writing the amount of consideration proposed to be received for each share which shall be allocated to stated capital. Such stated value may be indicated either in item 2 of article III or in a written statement accompanying the articles of incorporation.
7. Article IV — A post office box may not be designated as the address of the registered office.
8. Article V — The Act requires one or more incorporators. The address(es) should include a street number and name (or other designation), city and state.
9. The duration of the corporation should be stated in the articles only if the duration is not perpetual.
10. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
11. The articles must be signed in ink by each incorporator. The names of the incorporators as set out in article V should correspond with the signatures.
12. FEES: Filing fee \$10.00
Franchise fee — 1/8 mill (.0005) on each dollar of authorized capital stock, with a minimum franchise fee of \$25.00
Total minimum fees (State remittance payable to State of Michigan) \$35.00

12. Mail form and fee to:

Michigan Department of Commerce, Corporation and Securities Bureau, Corporation Division, P.O. Box 30054, 6545 Macomb's Way, Lansing, MI 48908, Telephone: (517) 334-6222

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION A SECURITIES BUREAU	
(FOR BUREAU USE ONLY)	Date Received
EFFECTIVE DATE:	
CORPORATION IDENTIFICATION NUMBER	

ARTICLES OF INCORPORATION

For use by Domestic Profit Corporations

(Please read information and instructions on last page)

Pursuant to the provisions of Act 264, Public Acts of 1972, the undersigned corporation executes the following Articles:

Article I

The name of the corporation is:

INTERNATIONAL CONSTRUCTION INC

Article II

The purpose or purposes for which the corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the Business Corporation Act of Michigan.

Article III

The total authorized capital stock is:

1. Common Shares *N/A* Per Value Per Share \$*0*
 Preferred Shares *N/A* Per Value Per Share \$*0*

and/or shares without par value as follows:

2. Common Shares *500000* Stated Value Per Share \$*1.00*
 Preferred Shares *None* Stated Value Per Share \$*0*

3. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

Article IV

1. The address of the registered office is:

36384 MANNING CT STARKLAND MS , Michigan 49077
(Street Address) (Zip Code)

2. The mailing address of the registered office if different than above:

N/A , Michigan (Zip Code)
(P.O. Box)

3. The name of the resident agent at the registered office is: ARMANDO LONGO

Article V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name

Residence or Business Address

ARMANDO LONGO 36384 MANNING CT STARKLAND MS MI 49077

PASQUALE GUERINOT 33708 CENTREVIEW STARKLAND MS MI 49077

Article VI (Optional. Delete if not applicable)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing $\frac{3}{4}$ in value of the creditors or class of creditors, or of the shareholders or class of shareholders, to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

Article VII (Optional. Delete if not applicable)

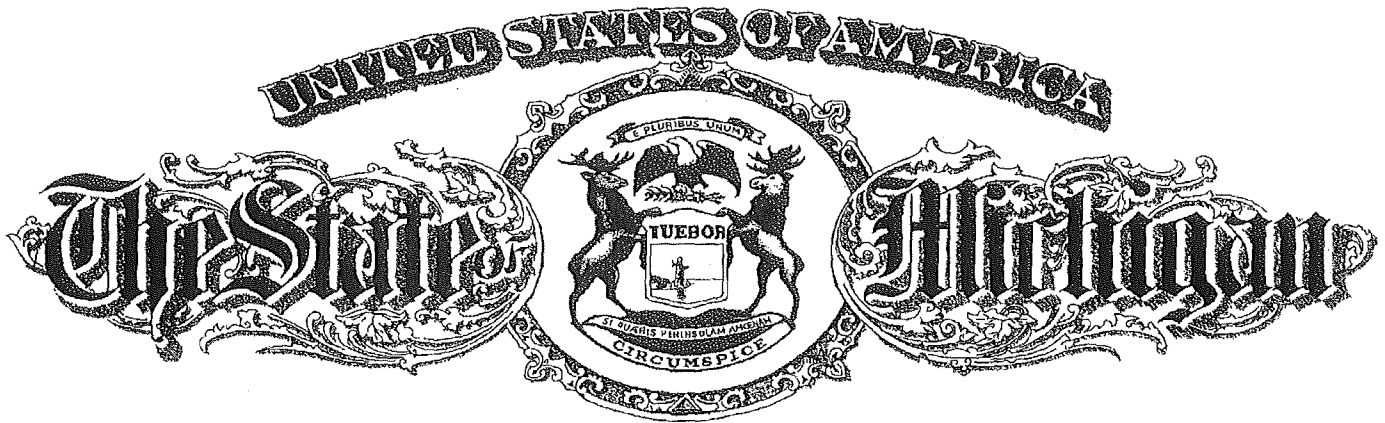
I (We), the incorporator(s) sign my (our) name(s) this 17th day of April, 1988.

x Bernard G. Ginnanti

x Armando Gargo

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

Please see attached following this page



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

INTERNATIONAL CONSTRUCTION INC.

was validly incorporated on April 27, 1989 as a Michigan DOMESTIC PROFIT CORPORATION,
and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1972 PA 284 to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by electronic transmission

Certificate Number: 18087556420

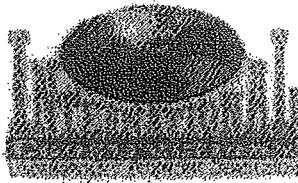
In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 27th day of August, 2018.

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

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

International Construction, has a particular procedure to each and every site. A set copy of this will be attached following this page.



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

SITE SPECIFIC SAFETY PLAN

Upon arriving on site, an engineering survey of the structure and equipment will be conducted. 1. To determine the condition of the foundation, roof, walls, and floors. 2. Whether any adjacent structures will be affected by the demolition. 3. Any other conditions and or equipment would be affecting the safety of an employee.

Upon arriving on site, safe material haul routes will be determined. Possible hazard areas identified (i.e. blind spots), and actions taken to correct any possible unsafe conditions. If required, a ground man will direct trucks, when backing up into blind areas.

Upon arriving on site, an inspection will be made for any overhead wires, which may be hit while a machine is working or a truck is picking up or dumping its load.

Upon arriving on site, the building will undergo an inspection to make sure the building is clear of any person that may have entered the building during the night. Also will inspect the building after every employee break.

Company vehicles will undergo a pre-trip safety inspection, before leaving our yard in the morning. Heavy equipment, which has been delivered to the site via lowboy, will also undergo a safety inspection, before work begins. Back-up alarms will be checked on a daily basis before work begins.

We will do an interior strip out of all recyclable metals.

The demolition will be done mechanically. During demolition we will also recycle all metals and concrete.

When a tunnel or a basement has been exposed, we will remove all walls and footings, so that backfill can happen as soon as possible.

If there are no adjacent buildings. There will be no damage to any neighbors.

Extreme care will be taken when demoing the chimney (i.e. personal, equipment, etc.), that is not used in the area will be moved to a safe distance.

During demolition dust control will be in effect. We use a misting machine that shoots a mist of water into the air grabs the dust particles and brings them to the ground. If this machine cannot reach an area a person with a hose will be placed there.

At the end of each work day the streets if need will be cleaned (i.e. scraped and broom mechanically).

When the job site is left for the day, proper barricading will be utilized on site to identify any hazard areas.

Post trip inspections will be made for company vehicles when returning to our yard. Any equipment problems will be reported for correction before returning to the job site.

Sincerely,

Pasquale Chianardi

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.

International Construction will supply three truck drivers, one operator and one project manager to oversee the project.

Truck Drivers:

John Twardecki: Has been driving truck in the construction industry since 2009

Patrick Wanks: Has been driving truck in the construction industry since 1994

Timothy Stanoschek: Has been driving truck since 2013

All truck drivers have experience with Demolition, specifically residential demolition. Truck Drivers will not be operating machines at any time for this project. Additional information is available upon request.

Operators:

Pasquale Gismondi: has been in the construction trade , over 25 years. Has gone from Labor, to Operating heavy equipment, to Foreman, to Owner of International Construction Inc. He has done grading of land, site work, underground, and demolition of multiple buildings and houses for various municipalities and school districts. Pasquale has been conducting demolition activities through the use of heavy machinery since 2009.

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

Pasquale Gismondi - President - 586-749-9895

Maria Gismondi - Vice President - 586-677-7491

i) Provide insurance as required in Appendix "D"

Please see attached following this page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2019

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

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

PRODUCER McNish Group 26622 Woodward Avenue Ste. 200 Royal Oak MI 48067	CONTACT NAME: Kerri Marsalese PHONE (A/C, No, Ext): 248-544-4800 FAX (A/C, No): 248-544-4801 E-MAIL ADDRESS: certs@mcnish.com
INSURED International Construction Inc 53618 Cherrywood Drive Shelby Twp MI 48315	INSURER(S) AFFORDING COVERAGE INSURER A : Berkley Assurance Company NAIC# 39462 INSURER B : Westfield Insurance Co. 24112 INSURER C : AIG Property Casualty Company 19402 INSURER D : Navigators Specialty Insurance Company 36056 INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 469166983

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		VUMA0110363	3/20/2019	3/20/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CWP4509532	3/20/2019	3/20/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CH19EXC870103IC	3/20/2019	3/20/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC12500402	3/21/2019	3/21/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes Only

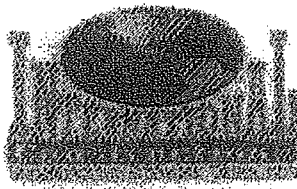
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

Please see attached following this page.



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

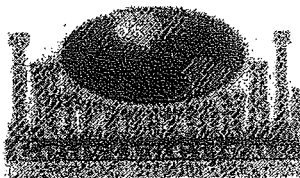
References

Job Name: The Removal of Blighted Structures throughout the cities of River Rouge & Ecorse
Contracting Company: Wayne Metro Community Action Agency
Contact Name: John Carmody
Numbers: Office – 734-246-2280
Fax – 734-284-4497
Email – jcarmody@waynemetro.org
Contract Amount:
Completion Date: On going
Type of Project: Demolition of Residential homes through the Hardest Hit Fund (MSHDA)

Job Name: Demolition of Residential Properties
Contracting Company: City of Pontiac
Contact Name: Zachary Beach
Numbers: Office – (248)758-3325
Email: zbeach@pontiac.mi.us
Contract Amount: \$75,968.00
Completion Date: 10/3/2014
Type of Project: Demolition of 13 Residential Properties in Pontiac

Job Name: Demolition of Multiple homes in the city of Warren
Contracting Company: City of Warren
Contact Name: Annmarie Laduke
Numbers: Office – 1(586)574-4604
Email: Aladuke@cityofwarren.org
Contact Name: Bob Weidner (CDBG)
Numbers: Office – 1(586)574-4666
Email: bweidner@cityofwarren.org

Contract Amount: Continuing
Completion Date: Continuing
Type of Project: Commercial and Residential Demolition and site restoration



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

COMPLETED PROJECTS

Job Name: The Removal of Blighted Structures throughout the cities of River Rouge & Ecorse
Contracting Company: Wayne Metro Community Action Agency
Contact Name: John Carmody
Numbers: Office - 734-246-2280
Fax - 734-284-4497
Email - jcarmody@waynemetro.org

Contract Amount:
Completion Date: On going
Type of Project: Demolition of Residential homes through the Hardest Hit Fund (MSHDA)

Job Name: The Demo of building around the city
Contracting Company: City of St. Clair Shore
Contact Name: Chris Raynes
Numbers: Office - 586-447-3340
Fax - 586-443-4098
Email - chris@scsmi.net

Contract Amount:
Completion Date: On going
Type of Project: Demo of houses around city

Job Name: Gazebo House Demolition
Contracting Company: City of St. Clair Shore
Contact Name: Chris Raynes
Numbers: Office - 586-447-3340
Fax - 586-443-4098
Email - chris@scsmi.net
Contract Amount: \$53,350.00
Completion Date: 11-29-10
Type of Project: Demolition of an old banquet hall - Total of 30,000 sq. ft.

Job Name: Demolition of multiple schools
Contracting Company: Roseville Public Schools & Barton Malow
Contact Name: Mike Schefka
Numbers: Office - 248-779-7997
Fax - 248-445-8835
Email - mike.schefka@bartonmalow.com
Contract Amount: \$249,000.00
Completion Date: 3-15-11
Type of Project: Demolition of three schools - Total of 100,000 sq. ft.

Job Name: Holly Academy Demolition & Addition
Contracting Company: The Garrison Company
Contact Name: Mike Helm
Numbers: Office - 248-833-9100
Fax - 248-922-9106
Email - mhelm@garrisoncompany.com
Contract Amount: \$55,000.00
Completion Date: 3-28-11
Type of Project: Demolition of old dorm building - Total of 28,000 sq. ft.

COMPLETED PROJECTS CONTINUED

Job Name: Building Demolition Project
Contracting Company: Farmington Public Schools & McCarthy & Smith, Inc.
Contact Name: Deng Underwood
Numbers: Office - 248-427-8400
Fax - 248-427-8401
Email - danderwood@mccarthysmith.com
Contract Amount: \$384,615.00
Completion Date: 10-15-11
Type of Project: Demolition of 4 Schools -- Total of 154,000 sq. ft

Job Name: Building Demolition Project
Contracting Company: Demolition of former police station
Contact Name: Greg Meyring
Numbers: Office - 734-324-4551
Fax - 734-324-4535
Email - engineering1@wyan.com
Contract Amount: \$77,464.20
Completion Date: 04/27/2012
Type of Project: Demolition of old police station--- 24,000sf

Job Name: Building Demolition Project
Contracting Company: State of Michigan
Contact Name: Chris Bujack
Numbers: Office - 317-749-7519
Contract Amount: \$59,880
Completion Date: 05/31/2012
Type of Project: Demolition of three buildings at state fair grounds

Job Name: Demolition of Christianity and Lincoln Schools
Contracting Company: Monroe Public Schools
Contact Name: Mike Kohler
Numbers: Office - 734-242-6880
Fax - 734-242-6883
Email - mikohler@kohlerarchitects.net
Contract Amount: \$150,000
Completion Date: 09/15/2012
Type of Project: Demolition of 2 Schools ---- 125,000sf

Job Name: Building Demolition of Metro Inn
Contracting Company: City of Dearborn
Contact Name: Rob Creamer
Numbers: Office - 313-943-2132
Email - rcream@ci.dearborn.mi.us
Contract Amount: \$124,980
Completion Date: 09/26/2012
Type of Project: Demolition of old motel---- 50,000sf

Job Name: School Demolition
Contracting Company: Redford School district
Contact Name: Mike Dennis
Numbers: Office - 313-387-2785
Contract Amount: \$135,300
Completion Date: 10/30/2012
Type of Project: Demolition of old School 85,000sq. ft

COMPLETED PROJECTS CONTINUED

Job Name: School Demolition
Contracting Company: Woodhewer-Brownstown School district
Contact Name: Paul Theriault
Numbers: Office - 248-229-1333
Contract Amount: \$92,000.00
Completion Date: 8/30/2013
Type of Project: Demolition of old School 62,000sf

Job Name: School Demolition
Contracting Company: Waterford School District
Contact Name: Kevin Donnelly
Numbers: Office - 248-848-0567
Contract Amount: \$109,900.00
Completion Date: 10/30/2012
Type of Project: Demolition of old school 48,000sf

Job Name: Pontiac Home Demolition Project
Contracting Company: City Pontiac
Contact Name: Joseph Sobota
Numbers: Office - 248-758-3129
Email: jsobota@pontiac.mi.us
Contract Amount: \$176,823.00
Completion Date: 12/29/2013
Type of Project: Demolition of 23 Pontiac homes

Job Name: Demolition of Building at 21601 Hoover
Contracting Company: City of Warren
Contact Name: Cindy Trepps
Numbers: Office - (386)-574-4639
Email: ctrepps@cityofwarren.org
Contract Amount: \$78,800.00
Completion Date: 1/30/2014
Type of Project: Demolition of Commercial Building

Job Name: Demolition of Residential Properties
Contracting Company: City of Pontiac
Contact Name: Zachary Beach
Numbers: Office - (248)738-3323
Email: zbeach@pontiac.mi.us
Contract Amount: \$75,968.00
Completion Date: 10/1/2014
Type of Project: Demolition of 13 Residential Properties in Pontiac

Job Name: Home Demolition
Contracting Company: Wayne Metropolitan Community Action Agency
Contact Name: John Connolly
Numbers: Office - (313)487-3463
Email: jconnolly@wayneusa.org
Contract Amount: \$134,502.00
Completion Date: 10/13/2014
Type of Project: Demolition of 13 River-Rouge & Ecourse

COMPLETED PROJECTS CONTINUED

Job Name: Demolition and Site restoration of school
Contracting Company: Livonia Public Schools
Contact Name: Harry Lau
Numbers: Office -- (734) 744-2511
Email: hlau@livoniaschools.org
Contract Amount: \$192,460.00
Completion Date: 10/31/2014
Type of Project: Demolition of Washington Elementary 44,000sf

Job Name: Demolition and Site restoration of school
Contracting Company: Livonia Public Schools
Contact Name: Harry Lau
Numbers: Office -- (734) 744-2511
Email: hlau@livoniaschools.org
Contract Amount: \$149,364.36
Completion Date: 10/31/2014
Type of Project: Demolition of Nankin Mills Elementary 44,000sf

Job Name: Demolition and Site restoration of school(s)
Contracting Company: Braun Construction Group via Waterford Schools
Contact Name: Ken Mass
Numbers: Direct -- (586)899-7641
Email: kmass@brauncg.com
Contract Amount: \$329,900.00
Completion Date: 6/17/2016
Type of Project: Demolition of Adams, Burt, & Sandburg Elementary schools 115,000sqft

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

International Construction has no Litigation to describe that resulted from the firms services

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

International Construction will notify its intent to demolish a structure through the state immediately following award & contract signing. This is 10 business days from said date. Once initiated demolition procedures will take a approximately 21-34 days depending upon which batch (size has been awarded)

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

Bonding requirements are attached following this page.
Note: Performance & Payment Bonds will be furnished
following contract execution.

APPENDIX A

City of Pontiac CDBG/NSP3-Demolition Program

> Home Demolition Bid Batch 15 <

Bidding Contractor:

Company Name: International Construction, Inc.

Representative: Francesco Monaco

Address: 53618 Cherrywood Drive

City: Shelby Township

Zip: 48315

Office #: 586.749.9895

Fax #: 586.749.9896

Cell#: 810.523.0625

Email: Dirtdoctor2010@yahoo.com

License#: 2101207144

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

Asbestos Surveys Batch 15 for the properties listed below can be found here:

<https://drive.google.com/drive/folders/1rYiqhCruypMxUuAHwT3MRDSoomd3W9Bf?usp=sharing>

Bid Price per Residential Property:

235 W Conell Avenue \$6,794.00

Cost in Words for 235 W Conell Avenue Six Thousand Seven Hundred Ninety Four

116/118 Edison Street \$14,328.00

Cost in Words for 116/118 Edison St Fourteen Thousand Three Hundred Twenty Eight

407 Elizabeth Lake Rd \$9,319.00

Cost in Words for 407 Elizabeth Lake Rd Nine Thousand Three Hundred Nineteen

288 N Johnson \$8,936.00

Cost in Words 288 N Johnson Eight Thousand Nine Hundred Thirty Six

63 Legrande \$6,639.00

Cost in Words for 63 Legrande Six Thousand Six Hundred Thirty Nine

196 Liberty \$8,525.00

Cost in Words for 196 Liberty Eight Thousand Five Hundred Twenty Five

95 Mark Avenue \$11,206.00

Cost in Words for 95 Mark Avenue Eleven Thousand Two Hundred Six

117 Murphy Ave \$19,370.00

Cost in Words for 117 Murphy Ave Nineteen Thousand Three Hundred Seventy

51 Murray St \$7,116.00

Cost in Words for 51 Murray St Seven Thousand One Hundred Sixteen

842 Orlando Ave \$6,231.00

Cost in Words for 842 Orlando Ave Six Thousand Two Hundred Thirty One

18 N Paddock \$6,552.00
Cost in Words for 18 N Paddock Six Thousand Five Hundred Fifty Two

72 N Paddock \$7,610.00
Cost in Words for 72 N Paddock Seven Thousand Six Hundred Ten

77 Prall St \$13,540.00
Cost in Words for 77 Prall St Thirteen Thousand Five Hundred Forty

* 27 Steinbaugh \$6,500.00
Cost in Words for 27 Steinbaugh Six Thousand Five Hundred

989 E Walton Blvd \$10,734.00
Cost in Words for 989 E Walton Blvd Ten Thousand Seven Hundred Thirty Four

Grand Total \$ 143,400.00

Grant Total Cost in Words One Hundred Forty Three Thousand Four Hundred Dollars

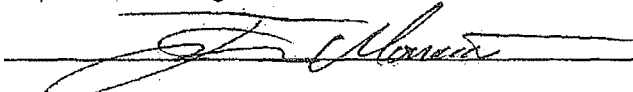
The City reserves the right to remove any of the homes listed above and have the contractor hold the price for the remaining homes listed.

Please Note: Contractor will have a maximum 180 days from the time the contract is signed to complete the project.

Company Name:

International Construction, Inc.

Representative Signature:



Print Name:

Francesco Monaco

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.

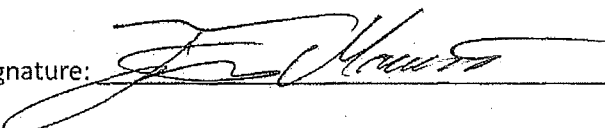
The Undersigned hereby declares that any person(s) employed by the City of Pontiac Michigan who has direct or indirect personal or financial interest in this bid or in any portion of the profits that may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please 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.

Company Name: International Construction, Inc.

Address: 53618 Cherrywood Drive, Shelby Township, MI 48315

Representative Signature: 

Print Name: Francesco Monaco

Title: General Manager Date: 5/20/2019

Office # 586.749.9895 Cell # 810.523.0625

FAX # 586.749.9896 Email Dirtdoctor2010@yahoo.com

Website: <https://international-construction-inc.business.site/> Federal Tax I.D. #: 38-2863979

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,"

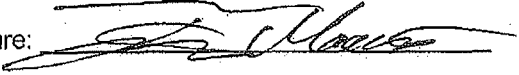
24 CFR Part 85.36 (b) (3):

(Applicable to Community Development Block Grant Expenditures)

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

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or 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 subgrantee's may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and 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: 5/20/2019

Signature: 

Printed name: Francesco Monaco

APPENDIX D

INSURANCE

1. INSURANCE

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

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

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

- 1) **Workers' Compensation Insurance** The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee.
- 2) **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; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.
- 3) **Motor Vehicle Liability** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 4) **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additionally Insured: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers. 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.
- 5) **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: Michelle L. McKenzie, City of Pontiac, 47450 Woodward Ave, Pontiac, MI, 48342.
- 6) **Proof of Insurance Coverage:** The Contractor shall provide The City of Pontiac at the time that the contracts are returned by him/her for execution, two (2) copies of Certificates of Insurance as well as the required endorsements.

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

3. INDEMNIFICATION CLAUSE

The Contractor shall indemnify and save harmless the City of Pontiac for and from all claims, demands, payments, suits, actions, recoveries, and judgments; of every name and description, brought or recovered against them or to property received or sustained by any person or persons whomsoever by reason of any action or omission of the said Contractor, his agents, servants, or his Contractors in the performance of said Work, or by or in consequence of any negligence or carelessness in connection with the same or on account of the death of or injuries to persons who shall be engaged in or about the work to be performed under this Contract; and on account of liability or obligation imposed directly or indirectly upon the City of Pontiac by reasons of any law of the State or the United States, now existing or which shall hereafter be enacted, imposing any liability or obligation, or providing for compensation to any person or persons on account of or arising from the death of, or injuries to employees. Said Contractor shall pay, settle, compromise and procure the discharge of any and all such claims and all such losses, damages, expenses, liabilities, and obligations, and shall defend at his own cost and expense any and all claims, demands, suits and actions made or brought against the City of Pontiac, and all Additional Named Assured, for or upon any such claim. In case the said Contractor shall fail, neglect, or refuse to comply with any of the provisions of this paragraph, the City of Pontiac may, in order to protect itself, and all Additional Named Assured, from liability, defend any such claim, demand, suits or action and pay, settle, compromise, and procure the discharge thereof, in which case the said Contractor shall repay the City of Pontiac any and all such loss, damage and expense, including attorney's fees paid, suffered or incurred by the City of 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-Contractor or sub-subcontractor to perform any work included in this Contract without the prior written consent of Owner.

Certified By: 

Francesco Monaco

Its: General Manager

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # PHY010118

KNOW ALL MEN BY THESE PRESENTS, that we

INTERNATIONAL CONSTRUCTION, INC.

53618 Cherrywood, Shelby Township, MI 48315

(Here insert full name and address of legal title of Contractor)

as Principal, hereinafter called the Principal, and

Philadelphia Indemnity Insurance Company

One Bala Plaza, Ste. 100, Bala Cynwyd, PA 19004

(Here insert full name and address of legal title of Surety)

a corporation duly organized under the laws of the State of PA

as Surety, hereinafter called the Surety, are held and firmly bound unto

City Of Pontiac

47450 Woodward, Pontiac, MI 48342

(Here insert full name and address of legal title of Owner)

as Obligor, hereinafter called the Obligor, in the sum of

Five Percent of Amount Bid ----- Dollars (5.00% of Bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Batch 15 - Demolition & Grading of 14 homes

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of May 2019

INTERNATIONAL CONSTRUCTION, INC.

(Principal)

(Seal)



(Witness)



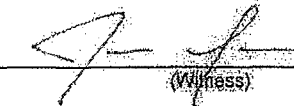
(Title)

General Manager

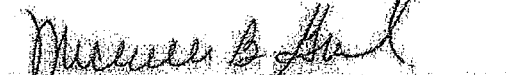
Philadelphia Indemnity Insurance Company

(Surety)

(Seal)



(Witness)



(Title)

Michelle B. Graham, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

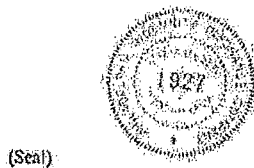
KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Suzanne M. Mavert, Michelle B. Graham, John W. McNish, & William Cory French of McNish Group, Inc., its true and lawful Attorney-in-Fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$5,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016:

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company, (1) Appoint Attorney(s) in fact and authorize the Attorney(s) in fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

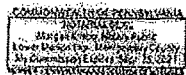
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27th DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

My commission expires:

Morgan Knapp
Bala Cynwyd, PA
September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20th day of May, 20 19



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Date 5/20/2019

Municipality City of Pontiac

Agreement of Prime Contractor

WE HEREBY AGREE, and will require companies awarded subcontracts for this project to agree, to conform to the policy that during the performance of this contract:

1. We will not discriminate against any subcontractor, employee or applicant for employment because of race, creed, color, age, national origin, sex, height, weight, marital status or handicap as provided in Section 3 (A) Act 344, Public Acts of 1965 as amended by Act 349 Public Acts of 1966. We will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, creed, color, age, national origin, sex, height, weight, marital status or handicap. This obligation includes, but is not limited to, the following: employment, upgrading, promotion or transfer; recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. We agree to post notices that set forth the provisions of this nondiscrimination clause in conspicuous places, available to employees and applicants for employment, as required and provided by the municipality.
2. We will, in all solicitations or advertisements for employees placed by us or on our behalf, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, age, national origin, sex, height, weight, marital status or handicap.
3. We will send to each labor union or representative of workers with which we have a collective bargaining agreement, or other contract or understanding, a notice, to be provided by the municipality, advising the labor or worker's representative of our commitments under this Contract Compliance Plan and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. We will comply with and be bound by: all Ordinance provisions when applicable, Contract Compliance Provisions, and any other provisions included in the Specifications. We shall file, and shall cause each of our subcontractors to file, compliance reports with the municipality within such times and in such forms as the municipality shall prescribe. Compliance reports shall contain such information as that regarding the practices, policies, programs and employment statistics of the prime contractor and each subcontractor.
5. We will permit the municipality, the municipality's auditors, the Oakland County Community Development Division, the Oakland County Auditing Division and/or the U.S. Dept. of Housing and Urban Development access to our books, records and accounts for investigation purposes to ascertain observance of this Contract Compliance Plan.
6. We acknowledge that in the event of noncompliance with the nondiscrimination clauses of this contract, or with any applicable rules, regulations or orders, this contract may be cancelled, terminated, or suspended in whole or in part and that we may be declared ineligible for further municipal contracts in accordance with procedures authorized herein and such other sanctions as may be imposed and remedies involved as provided by ordinance, rule, regulation or as otherwise provided herein or by law.
7. We will include the provisions of paragraphs one through six in every subcontract let under this contract so that these provisions will be binding upon each subcontract, unless otherwise exempted by prior written authorization by the municipality. With respect to any subcontract, we will take such action as the municipality may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided that in the event we are threatened with, or become involved in litigation with a subcontractor or vendor as a result of such direction by the municipality, we may request the municipality to enter into such litigation to protect the interests of the municipality.

International Construction, Inc.

General Contractor

Signature

General Manager

Title

ETHNIC OWNERSHIP REPORT

Attention general contractor and subcontractors, please respond to the following (print or type). Mark the descriptions below that indicate the sex and racial/ethnic character of the owner(s) and controller(s) of 51 percent or more of your business. If 51 percent or more is not owned and controlled by persons (or person) of any single racial/ethnic category, mark the description that seems the most appropriate.

- () Female (X) Male
- (X) **White Americans**: persons having origins in any of the original peoples of Europe, North Africa, or the Middle East, but not of Hispanic Origin.
- () **Black Americans**: persons having origins in any of the black racial groups of Africa, but not of Hispanic origin.
- () **Native Americans**: persons having origins in any of the original peoples of North America, and who maintain cultural identifications through tribal affiliations or community recognition.
- () **Hispanic Americans**: persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- () **Asian/Pacific Americans**: persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.
- () **Other: Please Specify:** _____

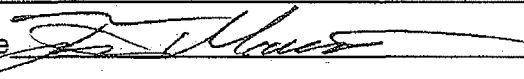
Date 5/20/2019

Project City of Pontiac Batch 15

Business Name International Construction, Inc.

Representative Name Francesco Monaco

Position General Manager

Signature 

Any questions? Call Mike Pucher, Supervisor, Contract Compliance Unit (248) 858-0196

**OAKLAND COUNTY
COMMUNITY & HOME IMPROVEMENT
SECTION 3
INCOME CERTIFICATION FORM**

Name: International Construction, Inc.		Date: 5/20/2019
Address: 53618 Cherrywood Drive		
City & State: Shelby Township, MI		
Zip: 48315		
Telephone Number: 586.749.9895	FAX Number: 586.749.9896	Email Address: Dirtdoctor2010@yahoo.com

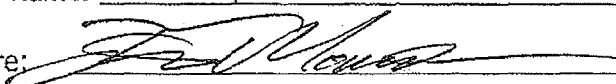
As an employee of International Construction, Inc., I certify that my total gross household income last year was not greater than (based on the number of persons in the family) the amount checked below.

Family Size	Section 3 Gross Household Income Limits	CHECK ONE (✓)	
		Household Income Less Than (✓)	Household Income More Than (✓)
1	\$39,100		
> 2 <	\$44,700		
3	\$50,300		
4	\$55,850	X	
5	\$60,350		
6	\$64,800		
7	\$69,300		
8	\$73,750		

PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C. title 18, Sec. 1001, provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing, or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five (5) years, or both."

I agree to provide any additional documentation (if requested) that confirms the accuracy of my family size and total household income.

Owner's Name: Pasquale Gismondi

Signature: 

Date: 5/20/2019



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

“Home Demolition Bid Batch 15”

IV. REQUESTS

A) Name, telephone number, address, e-mail, and fax number of the individual designated to receive all official correspondence relating to the project.

Name: International Construction, Inc.

Phone: 586-749-9895

Address: 53618 Cherrywood Drive

Email: dirtdoctor2010@yahoo.com

Fax Number: 586-749-9896

B) Describe the Contractor's qualifications and ability to successfully provide the services requested, including a description of prior experience.

Description

International Construction, Inc. is based in Shelby Twp., Michigan. Founded in 1989, they offer construction services and specialize in the following areas: Demolition, Earthwork, and Site Utilities.

Mission Statement

Our mission is: To perform for our customers the highest level of quality construction services at fair and market competitive prices. To ensure the longevity of our company through repeat and referral business achieved by customer satisfaction in all areas including timeliness, attention to detail and service-minded attitudes. To maintain the highest levels of professionalism, integrity, honesty and fairness in our relationships with our suppliers, subcontractors, professional associates and customers.

International Construction has been involved in complete structure demolition from start to finish since 2009. Hundreds of homes have been removed from multiple communities within the state of MI. As well as numerous school buildings and commercial building, and our completed projects list continues to grow every day.

International Construction has held CDBG, Prevailing Wage, Hardest Hit Fund and any government or privately funded job in-between. Being able to move our own machines and trucks in large cities with small narrow streets or the vast sprawling suburbs makes International Construction able to take nearly any job on with relative ease, be it large or small, Residential houses, or Commercial buildings and/or Schools.

c) Provide copy of State of Michigan License for the corporation or company and an individual license.

Please see attached following this page

NOTARY
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING

M818412

RESIDENTIAL BUILDER
LICENSE

MARIA GEORNDI
53618 CHERRYWOOD
SHELBY TWP MI 48315

LICENSE NO.
2301207144

EXPIRATION DATE
05/31/2020

AUDIT NO.
3174150

THIS DOCUMENT IS ONLY VALID
UNDER THE LAWS OF THE STATE
OF MICHIGAN

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

Please see attached following this page

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. box), city, state and ZIP code.

Name of person or organization remitting fees:

ANTONIO GIANNAUDREA

*ANTONIO GIANNAUDREA
8831 INDEPENDENCE
STERLING HTS, MI 48078*

Preparer's name and business
telephone number:

ANTONIO GIANNAUDREA

(313) 264-1790

INFORMATION AND INSTRUCTIONS

1. The articles of incorporation cannot be filed until this form, or a comparable document, is submitted.
2. Submit one original copy of this document. Upon filing, a microfilm copy will be prepared for the records of the Corporation and Securities Bureau. The original copy will be returned to the address appearing in the box above as evidence of filing.
Since this document must be microfilmed, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of Act 284, P.A. of 1972, by one or more persons for the purpose of forming a domestic profit corporation.
4. Article I — The corporate name of a domestic profit corporation is required to contain one of the following words or abbreviations: "Corporation", "Company", "Incorporated", "Limited", "Corp.", "Co.", "Inc.", or "Ltd."
5. Article II — State, in general terms, the character of the particular business to be carried on. Under section 202(b) of the Act, it is sufficient to state substantially, alone or without specifically enumerated purposes, that the corporation may engage in any activity within the purposes for which corporations may be organized under the Act. The Act requires, however, that educational corporations state their specific purposes.
6. Article III (2) — The Act requires the incorporators of a domestic corporation having shares without par value to submit in writing the amount of consideration proposed to be received for each share which shall be allocated to stated capital. Such stated value may be indicated either in item 2 of article III or in a written statement accompanying the articles of incorporation.
7. Article IV — A post office box may not be designated as the address of the registered office.
8. Article V — The Act requires one or more incorporators. The address(es) should include a street number and name (or other designation), city and state.
9. The duration of the corporation should be stated in the articles only if the duration is not perpetual.
10. This document is effective on the date approved and filed by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
11. The articles must be signed in ink by each incorporator. The names of the incorporators as set out in article V should correspond with the signatures.
12. FEES: Filing fee \$10.00
Franchise fee — 1/2 mill (.0005) on each dollar of authorized capital stock, with a minimum franchise fee of \$25.00
Total minimum fees (Make remittance payable to State of Michigan) \$35.00

12. Mail form and fee to:

Michigan Department of Commerce, Corporation and Securities Bureau, Corporation Division, P.O. Box 30054,
6546 Mercantile Way, Lansing, MI 48909, Telephone: (517) 334-6302

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION A SECURITIES BUREAU							
(FOR BUREAU USE ONLY)							Date Received
EFFECTIVE DATE: _____							
CORPORATION IDENTIFICATION NUMBER							

ARTICLES OF INCORPORATION

For use by Domestic Profit Corporations

(Please read information and instructions on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned corporation executes the following Articles:

Article I

The name of the corporation is:

INTERNATIONAL CONSTRUCTION INC

Article II

The purpose or purposes for which the corporation is organized is to engage in any activity within the purposes for which corporations may be organized under the Business Corporation Act of Michigan.

Article III

The total authorized capital stock is:

1. Common Shares N/A Par Value Per Share \$
 Preferred Shares N/A Par Value Per Share \$

and/or shares without par value as follows:

2. Common Shares 50,000 Stated Value Per Share \$ 100
 Preferred Shares None Stated Value Per Share \$

3. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

Article IV

1. The address of the registered office is:

36884 MANNING CT STERLING HTS , Michigan 48077
(Street Address) (Zip Code)

2. The mailing address of the registered office if different than above:

N/A , Michigan
(P.O. Box) (Zip Code)

3. The name of the resident agent at the registered office is: ARMANDO LONEL

Article V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name

Residence or Business Address

ARMANDO LONEL 36884 MANNING CT STERLING HTS MI 48077

PASQUALE GUARDINO 33708 CONOVERSON STERLING HTS MI 48077

Article VI (Optional. Delete if not applicable)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing $\frac{2}{3}$ in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

Article VII (Optional. Delete if not applicable)

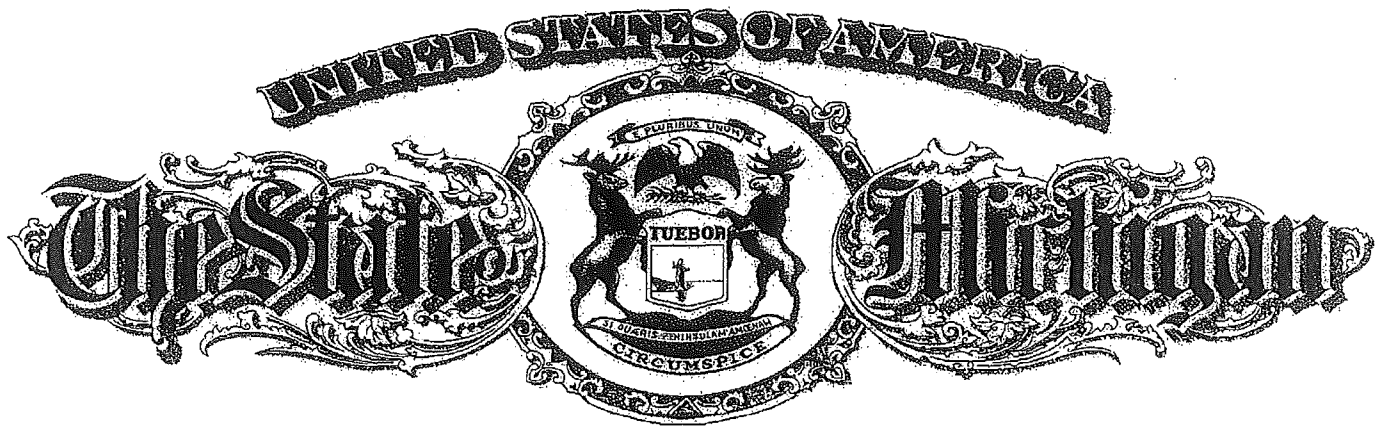
I (We), the incorporator(s) sign my (our) name(s) this 17th day of April, 1988.

x Bernard G. Gennaro

x Amando J. Jago

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

Please see attached following this page



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify That

INTERNATIONAL CONSTRUCTION INC.

*was validly incorporated on April 27, 1989 as a Michigan DOMESTIC PROFIT CORPORATION,
and said corporation is validly in existence under the laws of this state.*

*This certificate is issued pursuant to the provisions of 1972 PA 284 to attest to the fact that the corporation
is in good standing in Michigan as of this date and is duly authorized to transact business and for no other
purpose.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit
given it in every court and office within the United States.*



Sent by electronic transmission

Certificate Number: 18087556420

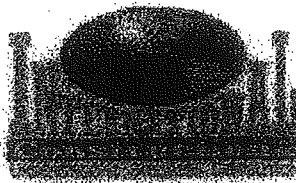
*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 27th day of August, 2018.*

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

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

International Construction, has a particular procedure to each and every site. A set copy of this will be attached following this page.



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

SITE SPECIFIC SAFETY PLAN

Upon arriving on site, an engineering survey of the structure and equipment will be conducted. 1. To determine the condition of the foundation, roof, walls, and floors. 2. Whether any adjacent structures will be affected by the demolition. 3. Any other conditions and or equipment would be affecting the safety of an employee.

Upon arriving on site, safe material haul routes will be determined. Possible hazard areas identified (i.e. blind spots), and actions taken to correct any possible unsafe conditions. If required, a ground man will direct trucks, when backing up into blind areas.

Upon arriving on site, an inspection will be made for any overhead wires, which may be hit while a machine is working or a truck is picking up or dumping its load.

Upon arriving on site, the building will undergo an inspection to make sure the building is clear of any person that may have entered the building during the night. Also will inspect the building after every employee break.

Company vehicles will undergo a pre-trip safety inspection, before leaving our yard in the morning. Heavy equipment, which has been delivered to the site via lowboy, will also undergo a safety inspection, before work begins. Back-up alarms will be checked on a daily basis before work begins.

We will do an interior strip out of all recyclable metals.

The demolition will be done mechanically. During demolition we will also recycle all metals and concrete.

When a tunnel or a basement has been exposed, we will remove all walls and footings, so that backfill can happen as soon as possible.

If there are no adjacent buildings. There will be no damage to any neighbors.

Extreme care will be taken when demoing the chimney (i.e. personal, equipment, etc.), that is not need in the area will be moved to a safe distance.

During demolition dust control will be in effect. We use a misting machine that shoots a mist of water into the air grabs the dust particles and brings them to the ground. If this machine cannot reach an area a person with a hose will be placed there.

At the end of each work day the streets if need will be cleaned (i.e. scraped and broom mechanically).

When the job site is left for the day, proper barricading will be utilized on site to identify any hazard areas.

Post trip inspections will be made for company vehicles when returning to our yard. Any equipment problems will be reported for correction before returning to the job site.

Sincerely,

Pasquale Giampardi

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.

International Construction will supply three truck drivers, one operator and one project manager to oversee the project.

Truck Drivers:

John Twardecki: Has been driving truck in the construction industry since 2009

Patrick Wanks: Has been driving truck in the construction Industry since 1994

Timothy Stanoschek: Has been driving truck since 2013

All truck drivers have experience with Demolition, specifically residential demolition. Truck Drivers will not be operating machines at any time for this project. Additional information is available upon request.

Operators:

Pasquale Gismondi: has been in the construction trade, over 25 years. Has gone from Labor, to Operating heavy equipment, to Foreman, to Owner of International Construction Inc. He has done grading of land, site work, underground, and demolition of multiple buildings and houses for various municipalities and school districts. Pasquale has been conducting demolition activities through the use of heavy machinery since 2009.

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

Pasquale Gismondi - President - 586-749-9895

Maria Gismondi - Vice President - 586-677-7491

i) Provide insurance as required in Appendix "D"

Please see attached following this page



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2019

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

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

PRODUCER McNish Group 26622 Woodward Avenue Ste. 200 Royal Oak MI 48067	CONTACT NAME: Kerri Marsalese	
	PHONE (A/C No. Ext): 248-544-4800 FAX (A/C No.): 248-544-4801	
	E-MAIL ADDRESS: certs@mcnish.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Berkley Assurance Company	39462
	INSURER B: Westfield Insurance Co.	24112
	INSURER C: AIG Property Casualty Company	19402
	INSURER D: Navigators Specialty Insurance Company	36056
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 469166983

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		VUMA0110363	3/20/2019	3/20/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CWP4509532	3/20/2019	3/20/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		CH19EXC870103IC	3/20/2019	3/20/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC12500402	3/21/2019	3/21/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

For Informational Purposes Only

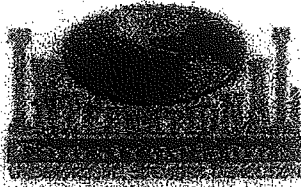
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

Please see attached following this page.



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

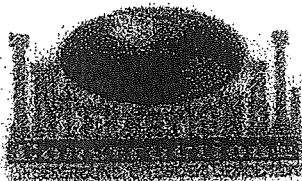
References

Job Name: The Removal of Blighted Structures throughout the cities of River Rouge & Ecorse
Contracting Company: Wayne Metro Community Action Agency
Contact Name: John Carmody
Numbers: Office - 734-246-2280
Fax - 734-284-4497
Email - jcarmody@waynemetrol.org
Contract Amount:
Completion Date: On going
Type of Project: Demolition of Residential homes through the Hardest Hit Fund (MSHDA)

Job Name: Demolition of Residential Properties
Contracting Company: City of Pontiac
Contact Name: Zachary Beach
Numbers: Office - (248) 758-3325
Email: zbeach@pontiac.mi.us
Contract Amount: \$75,968.00
Completion Date: 10/3/2014
Type of Project: Demolition of 13 Residential Properties in Pontiac

Job Name: Demolition of Multiple homes in the city of Warren
Contracting Company: City of Warren
Contact Name: Annmarie Laduke
Numbers: Office - 1(586)574-4604
Email: Aladuke@cityofwarren.org
Contact Name: Bob Weidner (CDSO)
Numbers: Office - 1(586)574-4686
Email: bweidner@cityofwarren.org

Contract Amount: Continuing
Completion Date: Continuing
Type of Project: Commercial and Residential Demolition and site restoration



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

COMPLETED PROJECTS

Job Name: The Removal of Blighted Structures throughout the cities of River Rouge & Ecorse
Contracting Company: Wayne Metro Community Action Agency
Contact Name: John Carmody
Numbers: Office - 734-246-2280
Fax - 734-284-4497
Email - jcarmody@waynemetro.org

Contract Amount:

Completion Date: On going

Type of Project: Demolition of Residential homes through the Hardest Hit Fund (MSHDA)

Job Name: The Demo of building around the city
Contracting Company: City of St. Clair Shore
Contact Name: Chris Kaynes
Numbers: Office - 586-447-3340
Fax - 586-445-4698
Email - chris@scsni.net

Contract Amount:

Completion Date: On going

Type of Project: Demo of houses around city

Job Name: Granset House Demolition
Contracting Company: City of St. Clair Shore
Contact Name: Chris Kaynes
Numbers: Office - 586-447-3340
Fax - 586-445-4698
Email - chris@scsni.net
Contract Amount: \$35,350.00
Completion Date: 11-29-10
Type of Project: Demolition of an old banquet hall - Total of 30,000 sq. ft

Job Name: Demolition of multiple schools
Contracting Company: Roseville Public Schools & Barton Malow
Contact Name: Mike Scheff
Numbers: Office - 586-170-7997
Fax - 586-445-2835
Email - mike.scheff@bartonmalow.com
Contract Amount: \$249,000.00
Completion Date: 3-15-11
Type of Project: Demolition of three schools - Total of 100,000 sq. ft

Job Name: Holly Academy Demolition & Addition
Contracting Company: The Garrison Company
Contact Name: Mike Hearn
Numbers: Office - 248-932-9100
Fax - 248-932-9106
Email - mhearne@garrisoncompany.com
Contract Amount: \$23,000.00
Completion Date: 2-28-11
Type of Project: Demolition of old dorm building - Total of 20,000 sq. ft

COMPLETED PROJECTS CONTINUED

Job Name: Building Demolition Project
Contracting Company: Farmington Public Schools & McCarthy & Smith, Inc.
Contact Name: Doug Underwood
Numbers: Office - 248-437-8400
Fax - 248-437-8401
Email - dunderwood@mcsmithsmith.com
Contract Amount: \$284,615.00
Completion Date: 10-15-11
Type of Project: Demolition of 4 Schools -- Total of 154,000 sq. ft

Job Name: Building Demolition Project
Contracting Company: Demolition of former police station
Contact Name: Greg Meyring
Numbers: Office - 734-324-4531
Fax - 734-324-4535
Email - engineering1@wyman.com
Contract Amount: \$77,464.20
Completion Date: 04/27/2012
Type of Project: Demolition of old police station --- 24,000sf

Job Name: Building Demolition Project
Contracting Company: State of Michigan
Contact Name: Chris Boyce
Numbers: Office - 517-249-7519
Contract Amount: \$49,980
Completion Date: 05/31/2012
Type of Project: Demolition of three buildings at state fair grounds

Job Name: Demolition of Christianity and Lincoln Schools
Contracting Company: Menomonee Public Schools
Contact Name: Mark Kohler
Numbers: Office - 734-242-6880
Fax - 734-242-6883
Email - mkohler@kohlerarchitects.net
Contract Amount: \$380,000
Completion Date: 09/13/2012
Type of Project: Demolition of 2 Schools ---- 125,000sf

Job Name: Building Demolition of Metro Inn
Contracting Company: City of Dearborn
Contact Name: Rob Creamer
Numbers: Office - 313-943-2132
Email - rcreamers@ci.dearborn.mi.us
Contract Amount: \$184,950
Completion Date: 09/25/2012
Type of Project: Demolition of old motel ---- 30,000sf

Job Name: School Demolition
Contracting Company: Redford School District
Contact Name: Mike Dennis
Numbers: Office - 313-387-2785
Contract Amount: \$125,340
Completion Date: 10/30/2012
Type of Project: Demolition of old School \$5,000sq. ft

COMPLETED PROJECTS CONTINUED

Job Name: School Demolition
Contracting Company: Woodhaven-Brownstown School District
Contact Name: Paul Theriault
Numbers: Office - 248-229-1334
Contract Amount: \$92,000.00
Completion Date: 8/30/2013
Type of Project: Demolition of old School 62,000sf

Job Name: School Demolition
Contracting Company: Waterford School District
Contact Name: Kevin Donnelly
Numbers: Office - 248-848-0567
Contract Amount: \$109,900.00
Completion Date: 10/30/2012
Type of Project: Demolition of old school 48,000sf

Job Name: Pontiac Home Demolition Project
Contracting Company: City Pontiac
Contact Name: Joseph Sobota
Numbers: Office - 248-758-3129
Email: jsobota@pontiac.mi.us
Contract Amount: \$178,323.00
Completion Date: 12/20/2013
Type of Project: Demolition of 23 Pontiac homes

Job Name: Demolition of Building at 21601 Hoover
Contracting Company: City of Warren
Contact Name: Craig Treppa
Numbers: Office - (586)-374-4639
Email: ctreppe@cityofwarren.org
Contract Amount: \$78,800.00
Completion Date: 1/30/2014
Type of Project: Demolition of Commercial Building

Job Name: Demolition of Residential Properties
Contracting Company: City of Pontiac
Contact Name: Zachary Beach
Numbers: Office - (248)758-3325
Email: zbeach@pontiac.mi.us
Contract Amount: \$75,968.00
Completion Date: 10/3/2014
Type of Project: Demolition of 13 Residential Properties in Pontiac

Job Name: Home Demolition
Contracting Company: Wayne Metropolitan Community Action Agency
Contact Name: John Curandy
Numbers: Office - (313)463-5468
Email: jcurandy@waynemetro.org
Contract Amount: \$134,502.00
Completion Date: 10/13/2014
Type of Project: Demolition of 13 River Rouge & Ecorse

COMPLETED PROJECTS CONTINUED

Job Name: Demolition and Site restoration of school
Contracting Company: Livonia Public Schools
Contact Name: Harry Lau
Numbers: Office - (734) 744-2511
Email: hlau@livoniaschools.org
Contract Amount: \$192,400.00
Completion Date: 10/31/2014
Type of Project: Demolition of Washington Elementary 44,000sf

Job Name: Demolition and Site restoration of school
Contracting Company: Livonia Public Schools
Contact Name: Harry Lau
Numbers: Office - (734) 744-2511
Email: hlau@livoniaschools.org
Contract Amount: \$149,364.36
Completion Date: 10/31/2014
Type of Project: Demolition of Nankin Mills Elementary 44,000sf

Job Name: Demolition and Site restoration of school(s)
Contracting Company: Braun Construction Group via: Waterford Schools
Contact Name: Ken Maes
Numbers: Direct - (586) 899-7641
Email: kmaes@braunco.com
Contract Amount: \$329,900.00
Completion Date: 6/17/2016
Type of Project: Demolition of Adams, Burt, & Sandburg Elementary schools 115,000sqft

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

International Construction has no Litigation to describe that resulted from the firms services

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

International Construction will notify its intent to demolish a structure through the state immediately following award & contract signing. This is 10 business days from said date. Once initiated demolition procedures will take a approximately 21-34 days depending upon which batch (size has been awarded)

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

Bonding requirements are attached following this page.
Note: Performance & Payment Bonds will be furnished
following contract execution.

#12

RESOLUTION



CITY OF PONTIAC OFFICIAL MEMORANDUM

Executive Branch

TO: Honorable Mayor, Council President and City Council Members
FROM: Kiearha Davidson, Personnel Manager
Thru: Office of Deputy Mayor, Jane Bais-DiSessa
DATE: May 30, 2019
RE: CDBG Asbestos Bids – Batches 14 and 15

The City advertised for bids for Home Demolition Batch 14 and 15. Proposals were accepted on May 20, 2018 at 2:00 pm in the office of the City Clerk. The bids were publically opened at that time. Community Development Block Grant (CDBG) monies provide funding for this project.

As shown below, there were four respondents for Batches 14 and 15 to the RFP:

Batch: 14:

Right Way \$86,200.00 • Bolle \$91,400.00 • ESS \$125,350.00 • MWV \$75,985.00

Batch: 15:

Right Way \$76,400.00 • Bolle \$71,700.00 • ESS \$73,450.00 • MWV \$57,409.00

A comparison of bid prices is developed. Based on the review, the most responsible bidder whose bid was determined to be in the best interest of the City is International Construction.

As such, It is recommended that the City authorize the Mayor to enter into a contract with the above-mentioned bidder, MWV Enviromental Services, Inc.

WHEREAS, the City of Pontiac advertised and received responses to a request for proposals for Home Demolition for Batch 14 and 15 on May 20, 2019 and publically opened bids; and,

WHEREAS, a bid tabulation was prepared and reviewed by the purchasing agent of the city, and the Project Construction Manager and,

WHEREAS, the most experienced and responsible bidder is being recommended for the contract, and,

WHEREAS, the contract will be granted to MWV Enviromental Services, Inc. The funding for all work performed under this contract will be CDBG monies,

NOW, THEREFORE, BE IT RESOLVED that the Pontiac City Council authorize the Mayor to enter into a contract with, MWE Enviromental Services, Inc. for Asbestos Sevices for Batch 14 and 15 as budgeted.

REFERRAL/RECOMMENDATION FORM

DATE: May 20, 2019

TO: Jane Bais-DiSessa, Deputy Mayor

FROM: Klearha Davidson, Personnel Mgr.

THE ATTACHED DOCUMENTS ARE BEING REFERRED FOR THE FOLLOWING REASONS:

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

Bid Analysis and Recommendation for: Asbestos Removal – CDBG

The following bid is attached:

Batches 14 & 15 Asbestos Removal – CDBG

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: 2019 Asbestos Project – Batches 14 & 15

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

that MWV Enviromental Services Inc. awarded bid for Batch 14 and 15

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

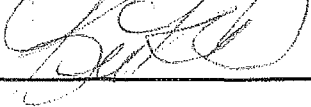
Rejections must be based on actual exceptions to specifications, or on other details included in the bid documents.

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

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

Vendor has met the requirements of the Request For Proposal Bid Documents.
The above named firm has also provided references of the companies where they have performed similar work.
They have the experience and equipment necessary to perform the duties of the RFP.
I have included a bid tabulation showing all the Bidders and their prices.

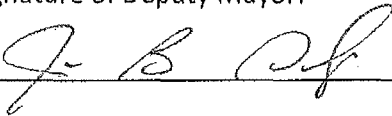
Signature of Purchasing Agent:



Date: 5-30-19

Approved by:

Signature of Deputy Mayor:



Date: 5-30-19

☒ LARA ☒ CORPS ☒ SAM ☒ Income Tax ☒ Oakland County Property Info ☒ City A/P ☒ SBA
☒ MITN Profile ☒ Website ☒ Bid Tab ☒ Vendor List ☒ RFP ☒ Addendum



May 30, 2019

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

RE: ASBESTOS ABATEMENT CONTRACTOR RECOMMENDATION-BATCH 14 & 15

Dear Jane:

I have reviewed the bid submissions for the Asbestos Abatement proposals for Batch 14 & 15 and MWV Environmental Services, Inc., is the lowest qualified bidder and therefore, I recommend MWV based on my investigation, their past experience and quality of their work.

Batch 14 Award	\$75,985.00
Batch 15 Award	\$57,409.00
TOTAL AWARD	\$133,394.00

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

Best Regards,

Dwight E. Belyue
CEO

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

CITY OF PONTIAC BLIGHT ELIMINATION

BATCH 14 (South of M-59)

# OF HOMES	ADDRESS	Right Way	Bolle	ESS	MWV	DISTRICT
1	68 S. Ardmore Street	\$8,700.00	\$8,200.00	\$7,200.00	\$5,960.00	7
2	386 Bloomfield Ave	\$1,800.00	\$2,700.00	\$2,200.00	\$2,125.00	1
3	499 Colorado Avenue	\$9,900.00	\$10,000.00	\$9,100.00	\$7,135.00	1
4	389 Houron	\$0.00	\$500.00	\$0.00	\$0.00	
5	20 Lester Court	\$2,200.00	\$1,000.00	\$15,000.00	\$1,040.00	1
6	505 Luther Avenue	\$0.00	\$100.00	\$0.00	\$0.00	1
7	94 Mary Day	\$14,900.00	\$12,000.00	\$12,000.00	\$10,850.00	1
8	30 Orton Avenue	\$6,200.00	\$7,500.00	\$9,800.00	\$4,245.00	1
9	31 Orton Avenue	\$800.00	\$1,200.00	\$750.00	\$1,040.00	1
10	384 Osmun Avenue	\$0.00	\$200.00	\$0.00	\$0.00	7
11	821 E. Pike Street	No-Bid	\$12,000.00	\$19,000.00	\$11,540.00	7
12	123 Prospect Street	\$19,900.00	\$17,000.00	\$19,500.00	\$16,395.00	1
13	153 Prospect Street	\$21,000.00	\$17,000.00	\$18,500.00	\$14,500.00	1
14	102 S. Shirley Street	\$800.00	\$2,000.00	\$12,300.00	\$1,155.00	7
15	47 Walnut Street	\$0.00	\$0.00	\$0.00	\$0.00	1
		\$86,200.00	\$91,400.00	\$125,350.00	\$75,985.00	

CITY OF PONTIAC BLIGHT ELIMINATION

BATCH 15 (North of M-59)

# OF HOMES	ADDRESS	Right Way	Bolle	ESS	MWV	DISTRICT
1	235 W. Conell Avenue	\$2,600.00	\$4,000.00	\$4,200.00	\$2,370.00	3
2	116 118 Edison Street	\$4,900.00	\$4,900.00	\$6,350.00	\$1,040.00	6
3	407 Elizabeth Lake Rd	\$9,600.00	\$7,500.00	\$9,400.00	\$6,585.00	2
4	288 N. Johnson Ave	\$0.00	\$500.00	\$750.00	\$0.00	1
5	63 Legrande	\$2,900.00	\$4,000.00	\$4,300.00	\$2,560.00	3
6	196 Liberty	\$1,900.00	\$2,500.00	\$3,300.00	\$1,956.00	2
7	95 Mark Avenue	\$6,500.00	\$6,800.00	\$7,500.00	\$6,500.00	2
8	117 Murphy Avenue	\$36,000.00	\$25,000.00	\$24,250.00	\$22,252.00	2
9	842 Orlando Avenue	\$0.00	\$2,000.00	\$0.00	\$0.00	3
10	18 N. Paddock Street	\$0.00	\$2,000.00	\$0.00	\$0.00	7
11	72 N. Paddock	\$5,900.00	\$5,000.00	\$5,400.00	\$4,630.00	7
12	77 Prall Street	\$4,500.00	\$6,000.00	\$6,500.00	\$7,436.00	1
13	27 Steinbaugh Court	\$800.00	\$500.00	\$750.00	\$1,040.00	1
14	989 E. Walton Blvd.	\$800.00	\$1,000.00	\$750.00	\$1,040.00	5
		\$76,400.00	\$71,700.00	\$73,450.00	\$57,409.00	

[LARA Home](#) [Contact LARA](#) [Online Services](#) [News](#) [MI.gov](#)**LARA** Corporations
Online Filing System
Department of Licensing and Regulatory Affairs

ID Number: 801980300

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

Summary for: MWV ENVIRONMENTAL SERVICES, INC.

The name of the DOMESTIC PROFIT CORPORATION: MWV ENVIRONMENTAL SERVICES, INC.

Entity type: DOMESTIC PROFIT CORPORATION

Identification Number: 801980300 Old ID Number: 06710T

Date of Incorporation in Michigan: 04/26/2016

Purpose: All Purpose Clause

Term: Perpetual

Most Recent Annual Report: 2018

Most Recent Annual Report with Officers & Directors: 2018

The name and address of the Resident Agent:

Resident Agent Name: KATRENIA WILLIAMS

Street Address: 19955 GREYDALE AVENUE

Apt/Suite/Other:

City: DETROIT

State: MI

Zip Code: 48219

Registered Office Mailing address:

P.O. Box or Street Address: 33810 GATES ST.

Apt/Suite/Other:

City: CLINTON TOWNSHIP

State: MI

Zip Code: 48035

The Officers and Directors of the Corporation:

Title	Name	Address
PRESIDENT	KATRENIA B. WILLIAMS	33810 GATES ST. CLINTON TOWNSHIP, MI 48035 USA
TREASURER	KATRENIA B WILLIAMS	33810 GATES ST. CLINTON TOWNSHIP, MI 48035 USA
SECRETARY	KATRENIA B WILLIAMS	33810 GATES ST. CLINTON TOWNSHIP, MI 48035 USA
DIRECTOR	KATRENIA B WILLIAMS	33810 GATES ST. CLINTON TOWNSHIP, MI 48035 USA

Act Formed Under: 284-1972 Business Corporation Act

Total Authorized Shares: 60,000

☐ Written Consent

View filings for this business entity:

CORPS

ANNUAL REPORT/ANNUAL STATEMENTS
ARTICLES OF INCORPORATION
RESTATED ARTICLES OF INCORPORATION
RESTATED ARTICLES OF INCORPORATION

[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
2*

Call USFCR: 1-877-252-2700

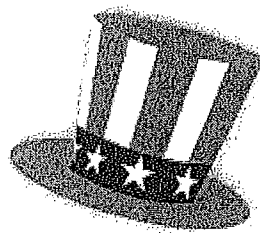
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Search SAM Registration, CAGE Code, and DUNS Number



Use this search to view your current SAM Registration Status and credentials.

MWV Enviromental Services

Search SAM

No results found.

If you believe this is an error or if your registration has expired more than six months ago, call 877-252-2700 ext. 2 for assistance.

Due to high search volume, we only list the top 10 search results.

If you cannot find the result you were looking for try to narrow your search or call 877-252-2700 ext. 2 for assistance. If the the SAM Registration search will not load any information, please refresh the page a few times, or clear your browser's cache.

You can also use this form to:

Find your CAGE Code

Find your DUNS Number

View NAICS Codes

View active Set-Asides

View your SAM Expiration Date

If you need any assistance searching your SAM, call 877-252-2700 ext. 2

Contracting Registrations

- 8A Program Registration
- DAPA Registration
- DSBS Registration
- GSA Schedule
- GSAP Registration
- HUBZONE Program Registration
- VETBIZ Registration
- WAWF Registration
- WOSB/EDWOSB Registration

Additional Information

- About SAM (System for Award Management)
- About USFCR
- Federal Contracting FAQ
- Federal Glossary
- Full Vs Self Service Registration
- Importance of a 60 Day Renewal
- Login.gov Account
- On-Boarding Assessment
- Reviews & Testimonials
- Search Federal Contracts
- USFCR Blog
- USFCR Scholarships
- USFCR Staff
- Vendor Seal Information

Federal Resources

- Acquisition Central
- APTAC Classes
- Federal Procurement Data System
- Office of Management and Budget



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ORIGINAL



REQUEST TO SUBMIT BIDS FOR ASBESTOS ABATEMENT (Batch 15) FOR THE CITY OF PONTIAC

The City of Pontiac, Michigan (The City) is requesting bids for providing Asbestos Abatement services 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 "**Asbestos Abatement Bid Batch 15**" until **2:00 p.m. EDT, Monday, May 20, 2019**, 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 City of Pontiac reserves the right to accept or reject any or all bids, either in part or in whole to waive any formalities and to accept the bid which it believes to be in the best interest of the City.

All prospective bidders need to send an e-mail response with to 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 three 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, 2nd Floor, Pontiac, MI 48342.

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

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

Abatement must comply with OSHA standards must also adhere to the AHERA Abatement protocol and be performed by a Michigan-accredited Asbestos Abatement Contractor. All work performed by the contractor and subcontractors shall comply with the pertinent OSHA (as stated above), local, state, and federal government regulations.

The winning bidder cannot be debarred by the federal government.

All work performed under this contract must comply with the State of Michigan Department of Environmental Quality (MDEQ) regulations for asbestos containing materials, including, but not limited to NOTIFICATION OF INTENT TO RENOVATE/DEMOLISH subject to NESHAP, 40 CFR 61, SUBPART M. A copy of this document can be found at:

http://www.michigan.gov/documents/deq/deq-aqd-field-tpu-asbestos-notification-form_262676_7.pdf

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

BIDS DUE: Monday, May 20, 2019 at 2:00 PM EDT

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

I. PURPOSE

The City of Pontiac is soliciting bids from qualified individuals for the purpose of Asbestos Abatement, for sub-standard vacant residential structures, for the City of Pontiac. Each of these structures shall be demolished by qualified contractors. Individuals or firms shall have proper credentials, certifications, and licenses required by the City, County, State, and Federal Government. **(NOTE: Utilities may not be available at time of abatement)**

II. BACKGROUND

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

III. SCOPE OF WORK: Asbestos Abatement and Disposal

Contractor will provide all labor & material for Asbestos Abatement in accordance with following Scope of Work listed In Appendix "A" for those properties listed in by the City. Contractor shall remove all asbestos containing material and hazardous materials as indicated in the Asbestos Survey Batch 14 Reports (open both folders and one file to view reports)

Copy and paste the hyperlink into your web browser search bar, for the best view.

<https://drive.google.com/drive/folders/1rYjghCruypMxUuAHwT3MRDSoomd3W9Bf?usp=sharing>
for each home per Federal and State guidelines. JAC Xpress will provide clearance reports. To view files go to website above, select files to download, click the right button on your mouse and select either open with or save file. The City reserves the right to remove properties from the lists.

IV. REQUEST

In addition to the required form "Asbestos Abatement Bid Batch 15" 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 in the past year.
- k) Provide a detailed description of any litigation resulting from use of the firm's services.
- l) Provide a statement on the notification time necessary to begin execution of the desired services
- m) Provide bid and performance bond as outlined in section "IX. BONDING REQUIREMENTS"

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

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

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

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

V. PROPOSED FEE

Provide a fee for the services requested in the Scope of Services of work in the attached "Asbestos Abatement Bid Batch 15" in Appendix A"

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

VI. AGREEMENT

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

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

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

- Vendor Registration Packet (including Ethnic Ownership report, Contractor Certification, and Prime Contractor Agreement) with Oakland County;
- 10 Day Notification to State of Michigan for each home;
- Copies of signed receipts from the approved permitted landfill operator of receipt of material at the permitted landfill;
- Supplement the Waste Shipment Record with a list of all activities that contributed to each property's specific load of waste;
- Project specific documentation which shall include, but not be limited to: a copy of the complete project design including drawings, pre and post work site photos, and other reports as needed;
- Invoice; and
- Waiver of Liens for all subcontractors.

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

VII. ADDITIONAL INFORMATION:

The funding used for this program comes from the CDBG program, pursuant to the Housing and Community Development Act of 1974, as amended (the "Act"). This federal program has stringent requirements that the City and its Contractor's must adhere to in order to receive monetary reimbursement. Please review the requirements listed below and state in your bid your ability to fulfill these requirements. If you have any questions regarding federal requirements, please contact Michelle 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 "Asbestos Abatement Bid Batch 15" clearly marked on the front to by **Monday, May 20, 2019 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 is required from each bidder equivalent to 5% of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond or certified check accompanying a bid as assurance that the bidder will, upon acceptance of their submitted 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)**

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

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

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

X. INCOME TAXES

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward Avenue, Pontiac, Michigan, 48342, telephone (248) 758-3092, 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

City of Pontiac CDBG/NSP-3 Demolition Program

> Asbestos Abatement Bid Batch 15 <

Bidding Contractor:

Company Name:

MWV Environmental Services, Inc.Representative: Katrenia B. WilliamsAddress: 18407 Weaver St.City: DetroitZip: 48228Office#: (313) 646-2523 or (586) 203-7281Fax #: (313) 397-8145Cell#: (586) 495-2822Email: mwvenv@yahoo.comLicense#: C48939**Job Duties Sheet / Scope of Work for Asbestos Abatement****Contractor will provide all labor & material for the following service work:**

The Contractor will be required to furnish all labor, materials, employee training, services, insurance and equipment necessary to carry out the removal of asbestos containing material (ACM) and hazardous materials as needed to complete the removal specifications as set forth by the City of Pontiac.

Contractor shall comply with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City expects that bidders will offer expertise on conformance of regulations applying to the products they sell.

Contractor must provide the City of Pontiac with copies of the landfill manifests that indicate that the debris was properly disposed of in a type II landfill.

Contractor is required to give the City and each neighbor a notice of the cleanup.

Asbestos Surveys for the properties listed below are found here: (open both folders and one file to view reports)

Copy and paste the hyperlink into your web browser search bar, for the best view.

<https://drive.google.com/drive/folders/1rYjghCruypMxUuAHwT3MRDSoomd3W9Bf?usp=sharing>

Bid Price per Residential Property:235 W Conell Avenue \$ 2,370.00Cost in Words for 235 W Conell Avenue Two Thousand Three Hundred Seventy and 00/100 Dollars116/118 Edison Street \$ 1,040.00Cost in Words for 116/118 Edison St One Thousand Forty and 00/100 Dollars407 Elizabeth Lake Rd \$ 6,585.00Cost in Words for 407 Elizabeth Lake Rd Six Thousand Five Hundred Eighty-Five and 00/100 Dollars288 N Johnson \$ 0.00 - No ACMCost in Words 288 N Johnson Zero Dollars63 Legrande \$ 2,560.00Cost in Words for 63 Legrande Two Thousand Five Hundred Sixty and 00/100 Dollars

196 Liberty \$1,956.00
Cost in Words for 196 Liberty One Thousand Nine Hundred Fifty-Six and 00/100 Dollars

95 Mark Avenue \$6,500.00
Cost in Words for 95 Mark Avenue Six Thousand Five Hundred and 00/100 Dollars

117 Murphy Ave \$22,252.00
Cost in Words for 117 Murphy Ave Twenty-Two Thousand Two Hundred Fifty-Two and 00/100 Dollars

51 Murray St \$0.00 - No ACM
Cost in Words for 51 Murray St Zero Dollars

842 Orlando Ave \$0.00 - No ACM
Cost in Words for 842 Orlando Ave Zero Dollars

18 N Paddock \$0.00 - No ACM
Cost in Words for 18 N Paddock

72 N Paddock \$4,630.00
Cost in Words for 72 N Paddock Four Thousand Six Hundred Thirty and 00/100 Dollars

77 Prall St \$7,436.00
Cost in Words for 77 Prall St Seven Thousand Four Hundred Thirty-Six and 00/100 Dollars

27 Steinbaugh \$1,040.00
Cost in Words for 27 Steinbaugh One Thousand Forty and 00/100 Dollars

989 E Walton Blvd \$1,040.00
Cost in Words for 989 E Walton Blvd One Thousand Forty and 00/100 Dollars

Grand Total \$57,409.00

Grant Total Cost in Words Fifty-Seven Thousand Four Hundred Nine and 00/100 Dollars

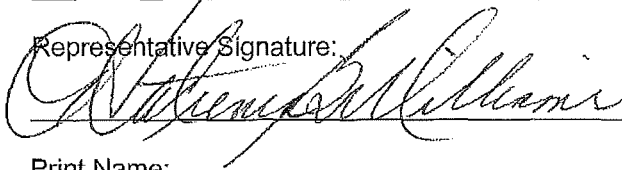
The City reserves the right to remove any of the homes listed above and have the contractor hold the price for the remaining homes listed.

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

Company Name:

MWV Environmental Services, Inc.

Representative Signature:



Print Name:

Katrenia B. Williams

Site Specifications: Batch 15

BATCH 15		City of Pontiac							
	PARCEL NUMBER	ADDRESS	STREET	Type	Sq Ft	Year Built	Stories	Basement Sq Ft	Garage Sq Ft
1	14-17-352-008	235	W. Cornell Ave	SF & Garage	784	1956	1	763	576
2	14-29-228-005	116 118	Edison Street	SF & Garage	1071/812	1930	1.5	1071/812	672
3	14-30-302-004	407	Elizabeth Lake Rd	SF & Garage	1242	1930	2	603	375
4	14-29-153-003	288	N. Johnson Ave	SF	1335	1920	2	705	0
5	14-20-329-008	63	Legrande	SF & Garage	884	1910	1	Crawl	254
6	14-30-426-030	196	Liberty	SF & Garage	1098	1917	2	542	432
7	14-30-476-023	95	Mark Avenue	SF & Garage	1482	1931	2	590	486
8	14-30-402-058	117	Murphy Avenue	SF	2918	1945	2	1459	0
9	14-29-255-007	51	Murray Street	SF	1055	1910	2	356/343	0
10	14-19-207-033	842	Orlando Avenue	SF & Garage	690	1930	1	Crawl	595
11	14-28-335-004	18	N. Paddock Street	SF	976	1920	1.75	558	0
12	14-28-332-006	72	N. Paddock	SF	1131	1920	1.75	680	0
13	14-29-309-023	77	Prall Street	SF	2028	1900	2	1014	0
14	14-10-378-009	989	E Walton Blvd	SF & Garage	1127	1950	1	Slab	1220

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 N/A

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

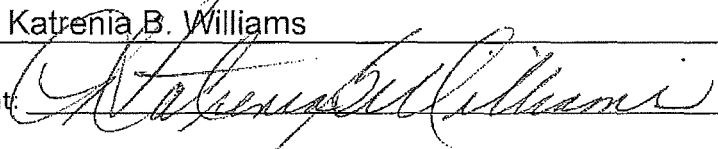
FIRM NAME, ADDRESS AND PHONE NUMBER:

MWV Environmental Services, Inc.

18407 Weaver St. Detroit, MI 48228

Dated and signed at Detroit, MI on 05/17/2019
(City) (Date)

Name of Respondent: Katrenia B. Williams

Signature of Respondent: 

Address of Respondent: 18407 Weaver St. Detroit, MI 48228

By: Katrenia B. Williams Title: Owner/President

Office # (313) 646-2523 or (586) 203-7281 Cell # (586) 495-2822

FAX# (313) 397-8145 FEDERAL TAX I.D. NUMBER (81-2397841)

EMAIL Address of Primary Contact: mwvenv@yahoo.com or kat.mwvenv@yahoo.com

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 sub grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or 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 grantee's 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: 05/17/2019

Signature: 

Printed name: Katrenia B. Williams

APPENDIX D INSURANCE

1. INSURANCE

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

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

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

1. **Workers' Compensation Insurance** The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee
2. **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; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.
3. **Motor Vehicle Liability** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Professional Liability Insurance** in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is claims made form, 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 Insurance, as described above, shall include an endorsement stating the following shall be Additionally Insured: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers. 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 it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: 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 coverage expires during term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Pontiac at least ten (10) days prior to the expiration date.

3. INDEMNIFICATION CLAUSE

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-Contractor or sub-subcontractor to perform any work included in this Contract without the prior written consent of Owner.

Certified By: Katrenia B. Williams

Its: Owner/President

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, or 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).

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



33810 Gates St.
Clinton Township, MI 48035
Phone: (586) 203-7281

PROJECT REFERENCES

Listed below are eight references for which MWV Environmental Services, Inc provided similar scope and size, including date of project, contact person and phone number, and a brief description of the project.

1. Owner: Adamo Group
 Project: Asbestos Abatement - City of Detroit Residential
 Size: \$121,350.00
 Date: 2017 – Present
 Contact Person: Dan Streetman
 Telephone #: (313) 892-7330

2. Owner: Arrow Demolition
 Project: Asbestos Abatement – City of Detroit Commercial Buildings
 Size: \$13,820.00
 Date: 2017
 Contact Person: Richard Bennett
 Telephone #: (313) 229-9391

3. Owner: Baydoun Holdings, LLC
 Project: Asbestos Abatement – Commercial Structure Dearborn
 Size: \$14,680.00
 Date: 2017
 Contact Person: Nader Baydoun
 Telephone #: (313) 231-9994

4. Owner: BBEK Environmental
 Project: Asbestos Abatement – Residential Structure
 Size: \$14,000.00
 Date: 2017
 Contact Person: Kevin Woods
 Telephone #: (313) 492-1854

5. Owner: City of Pontiac
Project: Asbestos Abatement – Residential Structures
Size: \$220,385.00
Date: 2017- Present
Contact Person: Dwight Belyue – DCR Services & Construction
Telephone #: (313) 779-2612
6. Owner: Crown Contracting
Project: Asbestos Abatement – Commercial Structure
Size: \$32,070.00
Date: 2017 - 2018
Contact Person: Mitch Reastar
Telephone #: (313) 970-9144
7. Owner: Crosspointe Christian Church
Project: Asbestos Abatement
Size: \$14,300.00
Date: 2017
Contact Person: Lisa Rance
Telephone #: (313) 881-3343
8. Owner: Detroit Public Library
Project: Asbestos Abatement – Libraries
Size: \$28,500.00
Date: 2017 - 2018
Contact Person: Randy Gies
Telephone #: (313) 600-5551
9. Owner: Global Green
Project: Asbestos Abatement – Residential Structure – City of Jackson
Size: \$14,500.00
Date: 2018
Contact Person: Butch Robinson
Telephone #: (313) 291-2528
10. Owner: Jackman Properties
Project: Asbestos Abatement – Commercial Structure
Size: \$110,500.00
Date: 2017
Contact Person: John Jackman
Telephone #: (586) 322-7222

11. Owner: International Construction
Project: Asbestos Abatement – Residential & Commercial Structure
Cities of River Rouge and Ecorse, Roseville, and Ypsilanti Schools
Size: \$220,360.00
Date: 2018 - Present
Contact Person: Frank Monaco
Telephone #: (810) 523-0625
12. Owner: Lincoln Park Public Schools
Project: Selective Demolition & Asbestos Abatement – Carr Elementary
Size: \$101,693.00
Date: 2018
Contact Person: Janet Couture
Telephone #: 313-928-8843
13. Owner: McMillan Group
Type of Project: Asbestos Abatement – Cities of Lincoln Park and Dearborn Hgts
Size: \$65,120.00
Date: 2017 – Present
Contact Person: Kiara Barker
Telephone #: (313) 565-6352
14. Owner: Paul Restoration
Type of Project: Asbestos Abatement
Size: \$11,820.00
Date: 2017
Contact Person: Mark Beydoun
Telephone #: (313) 846-5700
15. Owner: Realty Transitions
Project: Asbestos Abatement – Cities of Wyandotte & Romulus
Size: \$24,110.00
Date: 2017
Contact Person: Shady Awad
Telephone #: (248) 756-8818
16. Owner: St. Clair Construction
Project: Asbestos Abatement – Commercial Structure
Size: \$27,650.00
Date: 2017
Contact Person: Sam Kakka
Telephone #: (248) 388-5464

17. Owner: Smalley Construction
Project: Asbestos Abatement – Detroit Building Authority
Size: \$479,000.00
Date: 2018 - Present
Contact Person: Shelia Prater
Telephone #: (231) 907-2049
18. Owner: Snyder Construction
Project: Asbestos Abatement – Commercial Structure
Size: \$10,000.00
Date: 2017 - 2018
Contact Person: Justin Snyder
Telephone #: (586) 770-4985
19. Owner: Warren Consolidated Schools
Type of Project: Asbestos Abatement – Boilers
Date: 2017
Size: \$50,000.00
Contact Person: Adam Amin – Nova Environmental
Telephone #: (734) 930-0995

CERTIFIED (MBE, WBE, WOSB, AND VOB) OWNED BUSINESS

MWV Environmental Services, Inc. is excited to announce that we are **certified** as a Minority Business Enterprise (**MBE**) through **NMSDC**, Women's Business Enterprise (**WBE**) and Woman Owned Small Business (**WOSB**) through **WBENC**, and a Veteran Owned Business (**VOB**) through **NVBDC**.



Contractor Number
C48939

Expiration Date
6/1/2020

State of Michigan

Department of Licensing and Regulatory Affairs

MWV Environmental Services, Inc.

has satisfactorily met the requirements of Michigan Public Act 135 of 1986,
as amended, and is hereby recognized as a

LICENSED ASBESTOS ABATEMENT CONTRACTOR

Type II (5 + employees)

The issuance of this license does not ensure that asbestos indemnification insurance coverage has been acquired by the licensee. This license is nontransferable.

MIO 3003 (03/2019)
Authority: Michigan Public Act 135 of 1986, as amended

140596

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the 2018 ANNUAL REPORT

for

MWV ENVIRONMENTAL SERVICES, INC.

ID Number: 801980300

received by electronic transmission on April 03, 2018 *, is hereby endorsed.*

Filed on April 11, 2018 *, by the Administrator.*

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 12th day of April, 2018.

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/5/2018

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

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

PRODUCER

VTC Insurance Group
37000 Grand River Ste. 150

Farmington Hills MI 48335

INSURED

MWV Environmental Services, Inc.
33810 Gates

Clinton Twp

MI 48035

CONTACT

NAME: Kelly Hyland, AIAM

PHONE (A/C, No, Ext): (248) 471-0970

FAX (A/C, No): (248) 471-0641

E-MAIL: Khyland@vtcins.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Nautilus Insurance Company

17370

INSURER B: Auto Owners

18988

INSURER C: Travelers Indemnity Company

25658

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 18-19 Liab

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	ECP201926212	8/30/2018	8/30/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS HIRED AUTOS <input type="checkbox"/>	<input checked="" type="checkbox"/>	5148504500	8/30/2018	8/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	6KUB9F67719A	5/1/2019	5/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Contractors Pollution		ECP201926212	8/30/2018	8/30/2019	Each Pollution Condition \$2,000,000

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

Project: Asbestos Abatement Bid Batch 8, Asbestos Removal

Where required by written contract, the City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers are additional insured on the General Liability policy with respects ongoing and completed operations performed by the named insured and additional insured for auto liability. Where required by written contract, additional insured coverage provided under the general liability and auto applies on a primary and noncontributory basis. Insurer will endeavor to mail 30 days written notice of

CERTIFICATE HOLDER

City of Pontiac
47450 Woodward Avenue
1st Floor
Pontiac, MI 48342

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

T Griffin, CIC, CRM/K

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Capability Statement



Executive Summary

MWV Environmental Services, Inc. (MWV) is a Certified Minority, Women, and Veteran owned business established April 26th, 2016. Our leadership team has over 25 years of accumulative experience in asbestos abatement, mold remediation and selective demolition services. We are fully bonded, insured, licensed, and is knowledgeable in the latest environmental laws and regulations. Our service team has over 50 years of "Hands On" experience. They are professional, trained and licensed in the State of Michigan. Our #1 Priority is to provide our clients with exceptional service, on time and within budget. We take pride in developing close and long relationships with our clients; this has resulted in streamlining the scheduling process, which boosts our efficiency and productivity.

Differentiators

Integrity & Respect

Each member of the MWV leadership team has built a stellar personal reputation in the environmental and construction industry. Together we have a proven track record of finishing projects on schedule and on budget since we started.

Commitment

Understanding that people are our most valuable asset, we pride ourselves on our ability to hire and retain the best people. We look for those who not only have the requisite technical skills, but who have high internal standards for quality that are consistent with our expectations.

Excellence

Our corporate standards of excellence extend to all aspects of our participation in each project. This includes administration, on-site work, payments and all of the necessary follow-up required to ensure that jobs are completed to our clients' satisfaction.

Past Performance

Adamo Group, Alert Heating & Cooling, Arrow Demolition & Services, BBEK Environmental, Carmeuse Lime & Stone, City Coffee, City of Pontiac, Asbestos USA, Cross Pointe Christian Church, Crown Contracting & Industrial, Detroit Public Library, Home Advisors, International Construction (Ecorse, River Rouge, and Ypsilanti Schools), Law Office of Chisholm & Shuttie, Lincoln Park Public Schools, McMillan Group, MacLean Enterprises, NSS Construction, Paul Davis Restoration, Private Residences, Realty Transition LLC, Royal Roofing, St. Clair Construction, Smalley Construction, Snyder Construction, Warren Consolidated Schools.

Professional Associations/ Affiliations

- Michigan Minority Contractors Association (MMCA)
- American Association of Notaries (AAN)
- HomeAdvisor Pro



Owner:

Katrenia B. Williams

State of MI Corp ID:

06710T

State of MI Asbestos

License: C48939

Duns #: 08-042-0806

Tax ID: 81-2397841

SIC Code: 179926

Asbestos Removal Service

NAICS Code: 562910

Remediation Services

NIGP: 910-38-05

CAGE #: 7VS52

Areas of Service:

Michigan

Services:

- Asbestos Abatement
- Mold Remediation
- Universal & Hazardous Waste
- Air Monitoring
- Selective Demolition
- Boarding & Securing
- Junk Removal

Contact Us:

18407 Weaver St.

Detroit, MI 48228

Phone: (313) 646-2523

Fax: (313) 397-8145

Emerg: (586) 203-7281

Email:

mwvenv@yahoo.com

Website: www.mwvenvironmental.com

KATRENIA B. WILLIAMS

33810 Gates St.
Clinton Township, MI 48035
(586) 791-2852
Email: kat.mwvenv@yahoo.com

I have over 25 years of business experience in a wide range of industries including, demolition and environmental services, automotive, manufacturing, and military services.

I consider myself a well-rounded person with a strong desire to succeed and who is able to adapt my experience and knowledge to any business culture and industry.

AREAS OF EXPERTISE

<ul style="list-style-type: none">• Business Operations Management• Bookkeeping• Project Management• Labor Management	<ul style="list-style-type: none">• Business & Contract Negotiation• Vendor & Subcontractor Partnerships• Purchasing & Inventory Management• Regulatory Compliance
--	---

PROFESSIONAL EXPERIENCE

MWV Environmental Services, Inc. Owner/President 04/2016 - Present

Providing, asbestos and hazardous material removal, environmental remediation, selective demolition and general contracting services to private and public-sector clients.

Professional Asbestos Services, Inc. General Business Manager 07/2014 – 11/2016

As General Business Manager, I am responsible for managing the day-to-day operations of the company. My duties range from handling administrative activities such as financial statements, payroll, accounts receivables, accounts payables, human resources, purchasing, and clerical staff. I am also involved in all facets of projects from bidding, estimating, scheduling, subcontractor negotiations, and proposal writing project administration and contract management to close out.

Farrow Group, Inc. Project Manager/Controller 09/2006 – 07/2014

Primary day-to-day activities include estimating, project management, client relations, marketing/sales, accounts receivables, accounts payable, purchasing, work in progress, human resources, and clerical staff

- Coordinate and monitor the progress of projects to ensure the projects are completed on time and within budget.
- Supervise the work of the office to ensure deadlines are met; procedures are followed properly, and resolve problems as they occur.
- Prepare and process employee payroll, benefits, and mediate between providers and employees.

Katrenia Williams – Continued

- Compile statistical and financial reports on a monthly basis - cash receipts, accounts receivables, accounts payable, work in process, profit loss statement and balance sheet to assist CPA quarterly and annually reporting.

Alken-Ziegler Tool Group, LLC
aka Uniflow Corporation

Office Manager

12/1993 - 09/2006

- Supervised employees performing administrative, accounts payable, accounts receivables, payroll and human resources.
- Checked figures, postings, and documents for correct entry, mathematical accuracy, and proper coding.
- Maintained records pertaining to assets, inventory, and personnel.
- Made recommendations to management concerning such issues budgets, staffing, and procedural changes.

United States Army

Telecommunications Specialist

10/1987 - 04/1993

- Responsible for handling, receiving, transmitting, storage, safekeeping and destroying classified records and documents.
- Granted access to Army personnel to classified information.
- Assigned duties to subordinates.

HONORS and AWARDS

Top Secret SCI Clearance, Honorable Discharge, National Defense Service Medal, Army Service Ribbon, Noncommissioned Officer Professional Development Ribbon, and Army Good Conduct Medal

EDUCATION

Baker College Center for Graduate Studies
Masters of General Business - Pending
GPA: 3.85

Baker College of Clinton Township, MI
Bachelor of Business Management, Minor Project Management
Graduation: President's Award Recipient - Magna Cum Laude
GPA: 3.87

Baker College of Clinton Township, MI
Associate of Business Management - Summa Cum Laude
GPA: 3.90

SKILLS PROFICIENCIES

Microsoft Office, QuickBooks, Vantage, Peachtree, Notary Public, Blue Print Reading, and
Licensed Asbestos Contractor/Supervisor – State of Michigan

David C. Bennett
35184 Tilford
Rockwood, MI 48173
Cell: (313) 790-4758
Email: dave.mwvenv@yahoo.com

SKILLS SUMMARY:

Environmental Contractor with 25 years record with overseeing all phases of environmental projects for public and private sector clients.

BUSINESS EXPERIENCE

MWV Environmental Services, Inc. – Vice President of Sales Nov 2016 – Present

Responsible for preparing comprehensive and competitive proposals/preliminary budgets and providing overall project management of assigned construction projects.

Professional Asbestos Services, Inc. - President 2014 – November 2016

- Primary day-to-day activities include estimating, project management, client relations, marketing/sales, and field supervision.
- Supervises and coordinates activities of workers engaged in removing asbestos structures.
- Reviews job specifications, inspects work site, and confers with contracting agent to evaluate removal project.
- Estimates length of time, number of workers, and equipment and supplies required to accomplish project.
- Hires new workers and instructs workers in safety and removal procedures.
- Assigns and supervises workers in specific tasks, such as setup of equipment and removal and clean-up of asbestos.
- Monitors and inspects quality of work during project.
- Examines workers' equipment, such as respirator systems, air evacuation and filtration systems, and air quality testing devices, to ensure that they meet company and government safety standards.

WORK EXPERIENCE

Professional Abatement Services – Field Supervisor 2000 - 2014

Industrial Waste Cleanup - Worker/Field Supervisor 2000 – 1989

SONYA M. JONES

14041 Greenbriar
Oak Park, Michigan 48237
Phone: (248) 967-0057 Cell (734) 634-0456
Email: sjmonique@att.net

CAREER OBJECTIVE

My goal is to obtain a position, in accounting where I can utilize my current experience, knowledge, skills, and abilities.

PROFESSIONAL EXPERIENCE

MWV Environmental Services, Inc. Vice President of Operations April 2016 - Present

I am responsible for managing the day-to-day operations of the company. My duties range from handling administrative activities such as financial statements, payroll, accounts receivables, accounts payables, human resources, purchasing, and clerical staff.

Coherent-Rofin-Sinar, Inc. Accounts Payables Specialist October 1996 - Present

- Manage over 300 vendor accounts
- Obtain required W-9s from independent contractors for properly issuing and filing 1099s
- Audit and process employee expenses
- Code documents according to company procedures
- Research and resolve invoice discrepancies
- Process vendor payments via electronic fund transfers, checks, and/or wires
- Match order forms with invoices, and vouch invoices into an automated system
- Perform general office duties, such as filing, answering telephones, and handling routine correspondence
- Calculate and record sales tax for miscellaneous purchases
- Enter month end accruals and general entries for all goods and services received during the period
- Maintain historical records by scanning and filing documents
- Perform month end accruals
- Provide supporting documentation for audits
- Maintain, disburse and reconcile petty cash

Rofin-Sinar, Inc. Payroll Specialist October 1996 - May 2017

- Entered new employee information into an automated payroll system

SKILLS PROFICIENCIES

Microsoft Office (Word, Excel, Outlook, and PowerPoint)

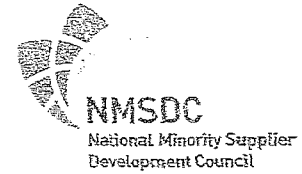
Automated Payroll Systems (ADP and Ceridian)

Automated Expense Report System (Concur)

THIS CERTIFIES THAT

MWV Environmental Services

dba MWV Environmental Services



* Nationally certified by the: **MICHIGAN MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 562910

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

05/18/2018

Issued Date

MI02953

Certificate Number

06/01/2019

Expiration Date

Louis Green

Michelle Sourie Robinson, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

MWV Environmental Services, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by
Great Lakes Women's Business Council, a WBENC Regional Partner Organization.

Certification Granted: August 29, 2017

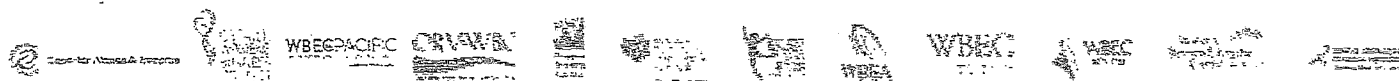
Expiration Date: August 29, 2019

WBENC National Certification Number: WBE1701678


Authorized by Michelle Richards, President
Great Lakes Women's Business Council

Great Lakes
Women's
Business
COUNCIL
Accelerating business growth

NAICS: 562910
UNSPSC: 76101602





WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

**HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

MWV Environmental Services, Inc.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change in the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

NAICS: 562910
UNSPSC: 76101602

Certification Number: WOSB171515

Expiration Date: August 29, 2019

Great Lakes
Women's
Business
COUNCIL
Accelerating business growth

A handwritten signature in black ink, appearing to read "Michelle Richards".

Michelle Richards, Great Lakes Women's Business Council
President

A handwritten signature in black ink, appearing to read "Pamela Prince-Eason".

Pamela Prince-Eason, WBENC President & CEO

A handwritten signature in black ink, appearing to read "Candace Waterman".

Candace Waterman, WBENC Vice President



CERTIFICATE No. FT0907201800488

National Veteran Business Development Council

CERTIFICATION

is hereby granted to:

MWV Environmental Services, Inc.

The National Veteran Business Development Council certifies that the named entity has met all criteria established to be recognized as a Veteran Owned Business (VOB)

Given this Date: 10-27-2018
Expiration Date: 10-27-2019

Keith King, President



AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

MWV Environmental Services Inc
18407 Weaver St
Detroit, MI 48228

SURETY:

(Name, legal status and principal place
of business)

International Fidelity Insurance Company
3720 Queen Ct SW, Suite 7
Cedar Rapids, IA 52404

OWNER:

(Name, legal status and address)

City of Pontiac
47450 Woodward Avenue
Pontiac, MI 48342

BOND AMOUNT: Five Percent of Accompanying Bid ----- (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Asbestos Abatement Bid Batch 15

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

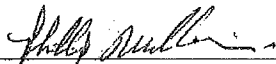
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of May, 2019


(Witness)


(Witness)

MWV Environmental Services Inc

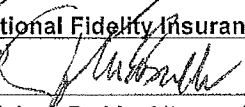
(Principal)


(Title)

(Seal)

International Fidelity Insurance Company

(Surety)


(Title) John L. Budde, Attorney-in-Fact

(Seal)

Init.

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POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

Bond # _____

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

T.L. YOUNG, T.J. GRIFFIN, TERENCE J. GRIFFIN, JOHN L. BUDDE, SUSAN L. SMALL, PATRICK E. WILLIAMS

Farmington Hills, MI

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015 :

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 31st day of December, 2018



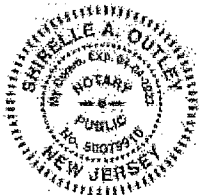
STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, International Fidelity Insurance Company and
Allegheny Casualty Company



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and of ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,
New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, 5/20/2019

A00039

Irene Martins, Assistant Secretary



Financial Services – Purchasing Division

NOTICE

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

Asbestos Abatement Batch 15

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

Firm Name: MWV ENVIRONMENTAL SERVICES, INC.

Project Name: _____

Firm's Contact Person: LATRENIA B. WILLIAMS

Telephone Number: (586) 203-7281 OR (313) 646-2523

Fax Number: _____

E-Mail Address: mwvenv@yahoo.com

Postal Address: 18407 WEAVER ST. DETROIT MI 48228

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

City of Pontiac
47450 Woodward Ave
Pontiac, MI 48342

**REQUEST TO SUBMIT BIDS
FOR
ASBESTOS ABATEMENT (Batch 15)
FOR THE
CITY OF PONTIAC**



The City of Pontiac, Michigan (The City) is requesting bids for providing Asbestos Abatement services 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 "**Asbestos Abatement Bid Batch 15**" until **2:00 p.m. EDT, Monday, May 20, 2019**, 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 City of Pontiac reserves the right to accept or reject any or all bids, either in part or in whole to waive any formalities and to accept the bid which it believes to be in the best interest of the City.

All prospective bidders need to send an e-mail response with to 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 three 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, 2nd Floor, Pontiac, MI 48342.

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

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

Abatement must comply with OSHA standards must also adhere to the AHERA Abatement protocol and be performed by a Michigan-accredited Asbestos Abatement Contractor. All work performed by the contractor and subcontractors shall comply with the pertinent OSHA (as stated above), local, state, and federal government regulations.

The winning bidder cannot be debarred by the federal government.

All work performed under this contract must comply with the State of Michigan Department of Environmental Quality (MDEQ) regulations for asbestos containing materials, including, but not limited to NOTIFICATION OF INTENT TO RENOVATE/DEMOLISH subject to NESHAP, 40 CFR 61, SUBPART M. A copy of this document can be found at:

http://www.michigan.gov/documents/deq/deq-aqd-field-tpu-asbestos-notification-form_262676_7.pdf

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

BIDS DUE: Monday, May 20, 2019 at 2:00 PM EDT

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

I. PURPOSE

The City of Pontiac is soliciting bids from qualified individuals for the purpose of Asbestos Abatement, for sub-standard vacant residential structures, for the City of Pontiac. Each of these structures shall be demolished by qualified contractors. Individuals or firms shall have proper credentials, certifications, and licenses required by the City, County, State, and Federal Government. **(NOTE: Utilities may not be available at time of abatement)**

II. BACKGROUND

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

III. SCOPE OF WORK: Asbestos Abatement and Disposal

Contractor will provide all labor & material for Asbestos Abatement in accordance with following Scope of Work listed In Appendix "A" for those properties listed in by the City. Contractor shall remove all asbestos containing material and hazardous materials as indicated in the

Asbestos Survey Batch 14 Reports (open both folders and one file to view reports)

Copy and paste the hyperlink into your web browser search bar, for the best view.

<https://drive.google.com/drive/folders/1rYjghCruypMxUuAHwT3MRDSoomd3W9Bf?usp=sharing>
for each home per Federal and State guidelines. JAC Xpress will provide clearance reports. To view files go to website above, select files to download, click the right button on your mouse and select either open with or save file. The City reserves the right to remove properties from the lists.

IV. REQUEST

In addition to the required form "Asbestos Abatement Bid Batch 15" 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 in the past year.
- k) Provide a detailed description of any litigation resulting from use of the firm's services.
- l) Provide a statement on the notification time necessary to begin execution of the desired services
- m) Provide bid and performance bond as outlined in section "IX. BONDING REQUIREMENTS"

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

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

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

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

V. PROPOSED FEE

Provide a fee for the services requested in the Scope of Services of work in the attached "Asbestos Abatement Bid Batch 15" in Appendix A"

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

VI. AGREEMENT

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

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

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

- Vendor Registration Packet (including Ethnic Ownership report, Contractor Certification, and Prime Contractor Agreement) with Oakland County;
- 10 Day Notification to State of Michigan for each home;
- Copies of signed receipts from the approved permitted landfill operator of receipt of material at the permitted landfill;
- Supplement the Waste Shipment Record with a list of all activities that contributed to each property's specific load of waste;
- Project specific documentation which shall include, but not be limited to: a copy of the complete project design including drawings, pre and post work site photos, and other reports as needed;
- Invoice; and
- Waiver of Liens for all subcontractors.

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

VII. ADDITIONAL INFORMATION:

The funding used for this program comes from the CDBG program, pursuant to the Housing and Community Development Act of 1974, as amended (the "Act"). This federal program has stringent requirements that the City and its Contractor's must adhere to in order to receive monetary reimbursement. Please review the requirements listed below and state in your bid your ability to fulfill these requirements. If you have any questions regarding federal requirements, please contact Michelle 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 "**Asbestos Abatement Bid Batch 15**" clearly marked on the front to by **Monday, May 20, 2019 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 is required from each bidder equivalent to 5% of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond or certified check accompanying a bid as assurance that the bidder will, upon acceptance of their submitted 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)**

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

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

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

X. INCOME TAXES

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward Avenue, Pontiac, Michigan, 48342, telephone (248) 758-3092, 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

City of Pontiac CDBG/NSP-3 Demolition Program

> Asbestos Abatement Bid Batch 15 <

Bidding Contractor:

Company Name:

MWV Environmental Services, Inc.Representative: Katrenia B. WilliamsAddress: 18407 Weaver St.City: DetroitZip: 48228Office#: (313) 646-2523 or (586) 203-7281Fax #: (313) 397-8145Cell#: (586) 495-2822Email: mwvenv@yahoo.comLicense#: C48939**Job Duties Sheet / Scope of Work for Asbestos Abatement****Contractor will provide all labor & material for the following service work:**

The Contractor will be required to furnish all labor, materials, employee training, services, insurance and equipment necessary to carry out the removal of asbestos containing material (ACM) and hazardous materials as needed to complete the removal specifications as set forth by the City of Pontiac.

Contractor shall comply with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City expects that bidders will offer expertise on conformance of regulations applying to the products they sell.

Contractor must provide the City of Pontiac with copies of the landfill manifests that indicate that the debris was properly disposed of in a type II landfill.

Contractor is required to give the City and each neighbor a notice of the cleanup.

Asbestos Surveys for the properties listed below are found here: (open both folders and one file to view reports)

Copy and paste the hyperlink into your web browser search bar, for the best view.

<https://drive.google.com/drive/folders/1rYjghCruypMxUuAHwT3MRDSoomd3W9Bf?usp=sharing>

Bid Price per Residential Property:**235 W Conell Avenue** \$2,370.00**Cost in Words for 235 W Conell Avenue** Two Thousand Three Hundred Seventy and 00/100 Dollars**116/118 Edison Street** \$1,040.00**Cost in Words for 116/118 Edison St** One Thousand Forty and 00/100 Dollars**407 Elizabeth Lake Rd** \$6,585.00**Cost in Words for 407 Elizabeth Lake Rd** Six Thousand Five Hundred Eighty-Five and 00/100 Dollars**288 N Johnson** \$0.00 - No ACM**Cost in Words 288 N Johnson** Zero Dollars**63 Legrande** \$2,560.00**Cost in Words for 63 Legrande** Two Thousand Five Hundred Sixty and 00/100 Dollars

196 Liberty \$ 1,956.00
Cost in Words for 196 Liberty One Thousand Nine Hundred Fifty-Six and 00/100 Dollars

95 Mark Avenue \$ 6,500.00
Cost in Words for 95 Mark Avenue Six Thousand Five Hundred and 00/100 Dollars

117 Murphy Ave \$ 22,252.00
Cost in Words for 117 Murphy Ave Twenty-Two Thousand Two Hundred Fifty-Two and 00/100 Dollars

51 Murray St \$ 0.00 - No ACM
Cost in Words for 51 Murray St Zero Dollars

842 Orlando Ave \$ 0.00 - No ACM
Cost in Words for 842 Orlando Ave Zero Dollars

18 N Paddock \$ 0.00 - No ACM
Cost in Words for 18 N Paddock

72 N Paddock \$ 4,630.00
Cost in Words for 72 N Paddock Four Thousand Six Hundred Thirty and 00/100 Dollars

77 Prall St \$ 7,436.00
Cost in Words for 77 Prall St Seven Thousand Four Hundred Thirty-Six and 00/100 Dollars

27 Steinbaugh \$ 1,040.00
Cost in Words for 27 Steinbaugh One Thousand Forty and 00/100 Dollars

989 E Walton Blvd \$ 1,040.00
Cost in Words for 989 E Walton Blvd One Thousand Forty and 00/100 Dollars

Grand Total \$ 57,409.00

Grant Total Cost in Words Fifty-Seven Thousand Four Hundred Nine and 00/100 Dollars

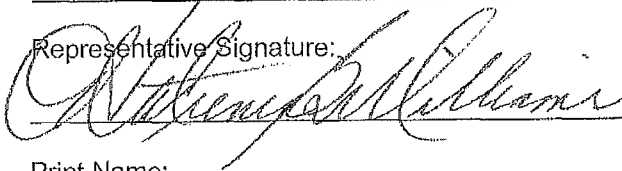
The City reserves the right to remove any of the homes listed above and have the contractor hold the price for the remaining homes listed.

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

Company Name:

MWV Environmental Services, Inc.

Representative Signature:



Print Name:

Katrenia B. Williams

Site Specifications: Batch 15

BATCH 15		City of Pontiac							
	PARCEL NUMBER	ADDRESS	STREET	Type	Sq Ft	Year Built	Stories	Basement Sq Ft	Garage Sq Ft
1	14-17-352-000	235	W. Cornell Ave	SF & Garage	784	1956	1	763	576
2	14-29-226-009	116 118	Edison Street	SF & Garage	1071/812	1930	1.5	1071/812	672
3	14-30-302-004	407	Elisabeth Lake Rd	SF & Garage	1242	1930	2	603	375
4	14-29-153-003	208	N. Johnson Ave	SF	1335	1920	2	705	0
5	14-20-329-008	63	Legrande	SF & Garage	684	1910	1	Crawl	254
6	14-30-426-030	196	Liberty	SF & Garage	1096	1917	2	542	432
7	14-30-476-023	95	Mark Avenue	SF & Garage	1402	1931	2	590	486
8	14-30-402-060	117	Murphy Avenue	SF	2916	1945	2	1459	0
9	14-29-255-007	51	Murray Street	SF	1055	1910	2	356/343	0
10	14-19-207-033	242	Orlando Avenue	SF & Garage	690	1930	1	Crawl	595
11	14-26-335-004	18	N. Paddock Street	SF	976	1920	1.75	550	0
12	14-26-332-006	72	N. Paddock	SF	1131	1920	1.75	620	0
13	14-29-309-023	77	Prall Street	SF	2026	1900	2	1014	0
14	14-10-378-009	989	E Walton Blvd	SF & Garage	1127	1950	1	Slab	1220

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 N/A

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

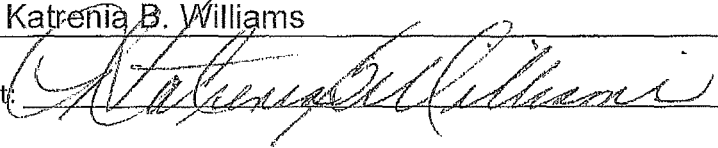
FIRM NAME, ADDRESS AND PHONE NUMBER:

MWV Environmental Services, Inc.

18407 Weaver St. Detroit, MI 48228

Dated and signed at Detroit, MI on 05/17/2019
(City) (Date)

Name of Respondent: Katrenia B. Williams

Signature of Respondent: 

Address of Respondent: 18407 Weaver St. Detroit, MI 48228

By: Katrenia B. Williams Title: Owner/President

Office # (313) 646-2523 or (586) 203-7281 Cell # (586) 495-2822

FAX# (313) 397-8145

FEDERAL TAX I.D. NUMBER (81-2397841)

EMAIL Address of Primary Contact: mwvenv@yahoo.com or kat.mwvenv@yahoo.com

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,"

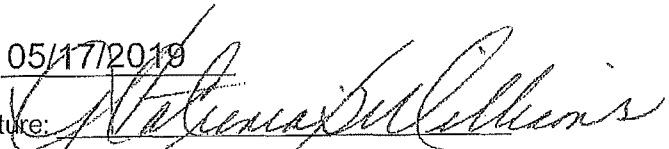
24 CFR Part 85.36 (b) (3):

(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 sub grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or 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 grantee's 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: 05/17/2019

Signature: 

Printed name: Katrenia B. Williams

APPENDIX D INSURANCE

1. INSURANCE

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

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

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

1. **Workers' Compensation Insurance** The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee
2. **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; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.
3. **Motor Vehicle Liability** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Professional Liability Insurance** in an amount not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. If this policy is claims made form, 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 Insurance, as described above, shall include an endorsement stating the following shall be Additionally Insured: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers. 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 it is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: 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 coverage expires during term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Pontiac at least ten (10) days prior to the expiration date.

3. INDEMNIFICATION CLAUSE

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-Contractor or sub-subcontractor to perform any work included in this Contract without the prior written consent of Owner.

Certified By: Katrenia B. Williams

Its: Owner/President

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, or 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).

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



33810 Gates St.
Clinton Township, MI 48035
Phone: (586) 203-7281

PROJECT REFERENCES

Listed below are eight references for which MWV Environmental Services, Inc provided similar scope and size, including date of project, contact person and phone number, and a brief description of the project.

1. Owner: Adamo Group
Project: Asbestos Abatement - City of Detroit Residential
Size: \$121,350.00
Date: 2017 - Present
Contact Person: Dan Streetman
Telephone #: (313) 892-7330
2. Owner: Arrow Demolition
Project: Asbestos Abatement - City of Detroit Commercial Buildings
Size: \$13,820.00
Date: 2017
Contact Person: Richard Bennett
Telephone #: (313) 229-9391
3. Owner: Baydoun Holdings, LLC
Project: Asbestos Abatement - Commercial Structure Dearborn
Size: \$14,680.00
Date: 2017
Contact Person: Nader Baydoun
Telephone #: (313) 231-9994
4. Owner: BBK Environmental
Project: Asbestos Abatement - Residential Structure
Size: \$14,000.00
Date: 2017
Contact Person: Kevin Woods
Telephone #: (313) 492-1854

5. Owner: City of Pontiac
 Project: Asbestos Abatement – Residential Structures
 Size: \$220,385.00
 Date: 2017- Present
 Contact Person: Dwight Belyue – DCR Services & Construction
 Telephone #: (313) 779-2612

6. Owner: Crown Contracting
 Project: Asbestos Abatement – Commercial Structure
 Size: \$32,070.00
 Date: 2017 - 2018
 Contact Person: Mitch Reastar
 Telephone #: (313) 970-9144

7. Owner: Crosspointe Christian Church
 Project: Asbestos Abatement
 Size: \$14,300.00
 Date: 2017
 Contact Person: Lisa Rance
 Telephone #: (313) 881-3343

8. Owner: Detroit Public Library
 Project: Asbestos Abatement – Libraries
 Size: \$28,500.00
 Date: 2017 - 2018
 Contact Person: Randy Gies
 Telephone #: (313) 600-5551

9. Owner: Global Green
 Project: Asbestos Abatement – Residential Structure – City of Jackson
 Size: \$14,500.00
 Date: 2018
 Contact Person: Butch Robinson
 Telephone #: (313) 291-2528

10. Owner: Jackman Properties
 Project: Asbestos Abatement – Commercial Structure
 Size: \$110,500.00
 Date: 2017
 Contact Person: John Jackman
 Telephone #: (586) 322-7222

11. Owner: International Construction
Project: Asbestos Abatement – Residential & Commercial Structure
Cities of River Rouge and Ecorse, Roseville, and Ypsilanti Schools
Size: \$220,360.00
Date: 2018 - Present
Contact Person: Frank Monaco
Telephone #: (810) 523-0625
12. Owner: Lincoln Park Public Schools
Project: Selective Demolition & Asbestos Abatement – Carr Elementary
Size: \$101,693.00
Date: 2018
Contact Person: Janet Couture
Telephone #: 313-928-8843
13. Owner: McMillan Group
Type of Project: Asbestos Abatement – Cities of Lincoln Park and Dearborn Hgts
Size: \$65,120.00
Date: 2017 – Present
Contact Person: Kiara Barker
Telephone #: (313) 565-6352
14. Owner: Paul Restoration
Type of Project: Asbestos Abatement
Size: \$11,820.00
Date: 2017
Contact Person: Mark Beydoun
Telephone #: (313) 846-5700
15. Owner: Realty Transitions
Project: Asbestos Abatement – Cities of Wyandotte & Romulus
Size: \$24,110.00
Date: 2017
Contact Person: Shady Awad
Telephone #: (248) 756-8818
16. Owner: St. Clair Construction
Project: Asbestos Abatement – Commercial Structure
Size: \$27,650.00
Date: 2017
Contact Person: Sam Kakka
Telephone #: (248) 388-5464

17. Owner: Smalley Construction
Project: Asbestos Abatement – Detroit Building Authority
Size: \$479,000.00
Date: 2018 - Present
Contact Person: Shelia Prater
Telephone #: (231) 907-2049
18. Owner: Snyder Construction
Project: Asbestos Abatement – Commercial Structure
Size: \$10,000.00
Date: 2017 - 2018
Contact Person: Justin Snyder
Telephone #: (586) 770-4985
19. Owner: Warren Consolidated Schools
Type of Project: Asbestos Abatement – Boilers
Date: 2017
Size: \$50,000.00
Contact Person: Adam Amin – Nova Environmental
Telephone #: (734) 930-0995

CERTIFIED (MBE, WBE, WOSB, AND VOB) OWNED BUSINESS

MWV Environmental Services, Inc. is excited to announce that we are **certified** as a Minority Business Enterprise (MBE) through NMSDC, Women's Business Enterprise (WBE) and Woman Owned Small Business (WOSB) through WBENC, and a Veteran Owned Business (VOB) through NVBDC.



Contractor Number
C48939

Expiration Date
6/1/2020

State of Michigan

Department of Licensing and Regulatory Affairs

MWV Environmental Services, Inc.

has satisfactorily met the requirements of Michigan Public Act 135 of 1986,
as amended, and is hereby recognized as a

LICENSED ASBESTOS ABATEMENT CONTRACTOR

Type II (5 + employees)

The issuance of this license does not ensure that asbestos indemnification insurance coverage has been acquired by the licensee. This license is nontransferable.

MIO 3003 (03/2010)
Authority: Michigan Public Act 135 of 1986, as amended

140596

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the 2018 ANNUAL REPORT

for

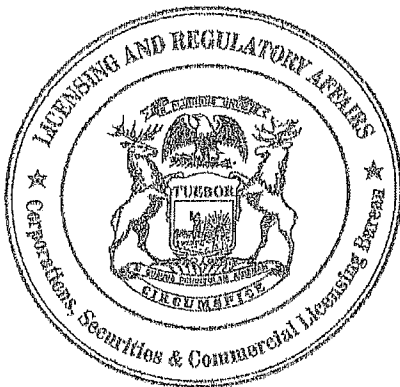
MWV ENVIRONMENTAL SERVICES, INC.

ID Number: 801980300

received by electronic transmission on April 03, 2018, is hereby endorsed.

Filed on April 11, 2018, by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 12th day of April, 2018.

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/5/2018

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

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

PRODUCER VTC Insurance Group 37000 Grand River Ste. 150 Farmington Hills MI 48335 INSURED MWV Environmental Services, Inc. 33810 Gates Clinton Twp MI 48035		CONTACT NAME: Kelly Hyland, AIAM PHONE (A/C, No, Ext): (248) 471-0970 FAX (A/C, No): (248) 471-0641 E-MAIL: Khyland@vtcins.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance Company NAIC # 17370 INSURER B: Auto Owners 18988 INSURER C: Travelers Indemnity Company 25658 INSURER D: INSURER E: INSURER F:
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COVERAGES CERTIFICATE NUMBER: 18-19 Liab REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		ECF201926212	8/30/2018	8/30/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		5148504500	8/30/2018	8/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	6KUB9F67719A	5/1/2019	5/1/2020	<input checked="" type="checkbox"/> PER STATUTE OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Contractors Pollution			ECF201926212	8/30/2018	8/30/2019	Each Pollution Condition \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Asbestos Abatement Bid Batch 8, Asbestos Removal
Where required by written contract, the City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers are additional insured on the General Liability policy with respects ongoing and completed operations performed by the named insured and additional insured for auto liability. Where required by written contract, additional insured coverage provided under the general liability and auto applies on a primary and noncontributory basis. Insurer will endeavor to mail 30 days written notice of

CERTIFICATE HOLDER City of Pontiac 47450 Woodward Avenue 1st Floor Pontiac, MI 48342	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE T Griffin, CIC, CRM/K

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Capability Statement



Executive Summary

Owner:
Katrenia B. Williams

State of MI Corp ID:
06710T

State of MI Asbestos License: C48939

Duns #: 08-042-0806

Tax ID: 81-2397841

SIC Code: 179926
Asbestos Removal Service

NAICS Code: 562910
Remediation Services

NIGP: 910-38-05

CAGE #: 7VS52

Areas of Service:
Michigan

Services:

- Asbestos Abatement
- Mold Remediation
- Universal & Hazardous Waste
- Air Monitoring
- Selective Demolition
- Boarding & Securing
- Junk Removal

Contact Us:
18407 Weaver St.
Detroit, MI 48228
Phone: (313) 646-2523
Fax: (313) 397-8145
Emerg: (586) 203-7281
Email:
mwvenv@yahoo.com

Website: www.mwvenvironmental.com

MWV Environmental Services, Inc. (MWV) is a Certified Minority, Women, and Veteran owned business established April 26th, 2016. Our leadership team has over 25 years of accumulative experience in asbestos abatement, mold remediation and selective demolition services. We are fully bonded, insured, licensed, and is knowledgeable in the latest environmental laws and regulations. Our service team has over 50 years of "Hands On" experience. They are professional, trained and licensed in the State of Michigan. Our #1 Priority is to provide our clients with exceptional service, on time and within budget. We take pride in developing close and long relationships with our clients; this has resulted in streamlining the scheduling process, which boosts our efficiency and productivity.

Differentiators

Integrity & Respect

Each member of the MWV leadership team has built a stellar personal reputation in the environmental and construction industry. Together we have a proven track record of finishing projects on schedule and on budget since we started.

Commitment

Understanding that people are our most valuable asset, we pride ourselves on our ability to hire and retain the best people. We look for those who not only have the requisite technical skills, but who have high internal standards for quality that are consistent with our expectations.

Excellence

Our corporate standards of excellence extend to all aspects of our participation in each project. This includes administration, on-site work, payments and all of the necessary follow-up required to ensure that jobs are completed to our clients' satisfaction.

Past Performance

Adamo Group, Alert Heating & Cooling, Arrow Demolition & Services, BBEK Environmental, Carmeuse Lime & Stone, City Coffee, City of Pontiac, Asbestos USA, Cross Pointe Christian Church, Crown Contracting & Industrial, Detroit Public Library, Home Advisors, International Construction (Ecorse, River Rouge, and Ypsilanti Schools), Law Office of Chisholm & Shuttie, Lincoln Park Public Schools, McMillan Group, MacLean Enterprises, NSS Construction, Paul Davis Restoration, Private Residences, Realty Transition LLC, Royal Roofing, St. Clair Construction, Smalley Construction, Snyder Construction, Warren Consolidated Schools.

Professional Associations/ Affiliations

- Michigan Minority Contractors Association (MMCA)
- American Association of Notaries (AAN)
- HomeAdvisor Pro



KATRENIA B. WILLIAMS

33810 Gates St.
Clinton Township, MI 48035
(586) 791-2852
Email: kat.mwvenv@yahoo.com

I have over 25 years of business experience in a wide range of industries including, demolition and environmental services, automotive, manufacturing, and military services.

I consider myself a well-rounded person with a strong desire to succeed and who is able to adapt my experience and knowledge to any business culture and industry.

AREAS OF EXPERTISE

<ul style="list-style-type: none">• Business Operations Management• Bookkeeping• Project Management• Labor Management	<ul style="list-style-type: none">• Business & Contract Negotiation• Vendor & Subcontractor Partnerships• Purchasing & Inventory Management• Regulatory Compliance
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PROFESSIONAL EXPERIENCE

MWV Environmental Services, Inc. Owner/President 04/2016 - Present

Providing, asbestos and hazardous material removal, environmental remediation, selective demolition and general contracting services to private and public-sector clients.

Professional Asbestos Services, Inc. General Business Manager 07/2014 - 11/2016

As General Business Manager, I am responsible for managing the day-to-day operations of the company. My duties range from handling administrative activities such as financial statements, payroll, accounts receivables, accounts payables, human resources, purchasing, and clerical staff. I am also involved in all facets of projects from bidding, estimating, scheduling, subcontractor negotiations, and proposal writing project administration and contract management to close out.

Farrow Group, Inc. Project Manager/Controller 09/2006 - 07/2014

Primary day-to-day activities include estimating, project management, client relations, marketing/sales, accounts receivables, accounts payable, purchasing, work in progress, human resources, and clerical staff

- Coordinate and monitor the progress of projects to ensure the projects are completed on time and within budget.
- Supervise the work of the office to ensure deadlines are met; procedures are followed properly, and resolve problems as they occur.
- Prepare and process employee payroll, benefits, and mediate between providers and employees.

Katrenia Williams – Continued

- Compile statistical and financial reports on a monthly basis - cash receipts, accounts receivables, accounts payable, work in process, profit loss statement and balance sheet to assist CPA quarterly and annually reporting.

Alken-Ziegler Tool Group, LLC
aka Uniflow Corporation

Office Manager

12/1993 - 09/2006

- Supervised employees performing administrative, accounts payable, accounts receivables, payroll and human resources.
- Checked figures, postings, and documents for correct entry, mathematical accuracy, and proper coding.
- Maintained records pertaining to assets, inventory, and personnel.
- Made recommendations to management concerning such issues budgets, staffing, and procedural changes.

United States Army

Telecommunications Specialist

10/1987 - 04/1993

- Responsible for handling, receiving, transmitting, storage, safekeeping and destroying classified records and documents.
- Granted access to Army personnel to classified information.
- Assigned duties to subordinates.

HONORS and AWARDS

Top Secret SCI Clearance, Honorable Discharge, National Defense Service Medal, Army Service Ribbon, Noncommissioned Officer Professional Development Ribbon, and Army Good Conduct Medal

EDUCATION

Baker College Center for Graduate Studies
Masters of General Business - Pending
GPA: 3.85

Baker College of Clinton Township, MI
Bachelor of Business Management, Minor Project Management
Graduation: President's Award Recipient - Magna Cum Laude
GPA: 3.87

Baker College of Clinton Township, MI
Associate of Business Management - Summa Cum Laude
GPA: 3.90

SKILLS PROFICIENCIES

Microsoft Office, QuickBooks, Vantage, Peachtree, Notary Public, Blue Print Reading, and
Licensed Asbestos Contractor/Supervisor – State of Michigan

David C. Bennett
35184 Tilford
Rockwood, MI 48173
Cell: (313) 790-4758
Email: dave.mwvenv@yahoo.com

SKILLS SUMMARY:

Environmental Contractor with 25 years record with overseeing all phases of environmental projects for public and private sector clients.

BUSINESS EXPERIENCE

MWV Environmental Services, Inc. – Vice President of Sales Nov 2016 – Present

Responsible for preparing comprehensive and competitive proposals/preliminary budgets and providing overall project management of assigned construction projects.

Professional Asbestos Services, Inc. – President 2014 – November 2016

- Primary day-to-day activities include estimating, project management, client relations, marketing/sales, and field supervision.
- Supervises and coordinates activities of workers engaged in removing asbestos structures.
- Reviews job specifications, inspects work site, and confers with contracting agent to evaluate removal project.
- Estimates length of time, number of workers, and equipment and supplies required to accomplish project.
- Hires new workers and instructs workers in safety and removal procedures.
- Assigns and supervises workers in specific tasks, such as setup of equipment and removal and clean-up of asbestos.
- Monitors and inspects quality of work during project.
- Examines workers' equipment, such as respirator systems, air evacuation and filtration systems, and air quality testing devices, to ensure that they meet company and government safety standards.

WORK EXPERIENCE

Professional Abatement Services – Field Supervisor 2000 - 2014

Industrial Waste Cleanup - Worker/Field Supervisor 2000 – 1989

SONYA M. JONES

14041 Greenbriar
Oak Park, Michigan 48237
Phone: (248) 967-0057 Cell (734) 634-0456
Email: sjmonique@att.net

CAREER OBJECTIVE

My goal is to obtain a position, in accounting where I can utilize my current experience, knowledge, skills, and abilities.

PROFESSIONAL EXPERIENCE

MWV Environmental Services, Inc. Vice President of Operations April 2016 - Present

I am responsible for managing the day-to-day operations of the company. My duties range from handling administrative activities such as financial statements, payroll, accounts receivables, accounts payables, human resources, purchasing, and clerical staff.

Coherent-Rofin-Sinar, Inc. Accounts Payables Specialist October 1996 - Present

- Manage over 300 vendor accounts
- Obtain required W-9s from independent contractors for properly issuing and filing 1099s
- Audit and process employee expenses
- Code documents according to company procedures
- Research and resolve invoice discrepancies
- Process vendor payments via electronic fund transfers, checks, and/or wires
- Match order forms with invoices, and vouch invoices into an automated system
- Perform general office duties, such as filing, answering telephones, and handling routine correspondence
- Calculate and record sales tax for miscellaneous purchases
- Enter month end accruals and general entries for all goods and services received during the period
- Maintain historical records by scanning and filing documents
- Perform month end accruals
- Provide supporting documentation for audits
- Maintain, disburse and reconcile petty cash

Rofin-Sinar, Inc. Payroll Specialist October 1996 - May 2017

- Entered new employee information into an automated payroll system

- Calculated and processed final pay for terminating employees
- Updated employee records by entering changes in exemptions, banking information, department transfers and job titles

Sonya Jones – Continued

- Reviewed time sheets, wage computation, and other information to detect and reconcile payroll discrepancies
- Verified hours worked, process pay adjustments, and post information onto designated records
- Processed and issued employee paychecks and statements of earnings and deductions
- Prepared and balanced period-end reports, and reconciled issued payrolls to bank statements
- Completed, verified, and processed forms and documentation for administration of unemployment benefits for new and transitioning employees.
- Processed 401-k payments to a third-party provider
- Created and provided reports for audits

United States Army Transmission Systems Operator May 1989 – April 1993

- Provided communications by operating and maintaining multichannel systems and diagnostic equipment

United States Army Accounting Specialist June 1993 – October 1995

- Processed and reconciled payments for government contracts
- Computed and disbursed payments for transitioning troops
- Processed receivables

HONORS and AWARDS

Secret Clearance, Honorable Discharge, Commendation Medal National Defense Service Medal, Army Service Ribbon, Army Service Ribbon, Overseas Service Ribbon and Army Good Conduct Medal

EDUCATION

Baker College of Allen Park, MI Graduation Date 06/2017
 Bachelor of Business-Human Resource Management
 Summa Cum Laude
 Current GPA: 3.92

Oakland Community Graduation Date: 06/2014
 Associate of Business Management
 GPA: 3.48

SKILLS PROFICIENCIES

Microsoft Office (Word, Excel, Outlook, and PowerPoint)
Automated Payroll Systems (ADP and Ceridian)
Automated Expense Report System (Concur)

THIS CERTIFIES THAT

MWV Environmental Services

dba MWV Environmental Services



NMSDC

National Minority Supplier
Development Council

* Nationally certified by the: **MICHIGAN MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 562910

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

05/18/2018

Issued Date

MI02953

Certificate Number

06/01/2019

Expiration Date

Louis Green

Michelle Sourie Robinson, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

MWV Environmental Services, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

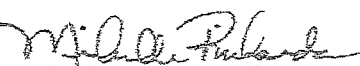
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by
Great Lakes Women's Business Council, a WBENC Regional Partner Organization.

Certification Granted: August 29, 2017

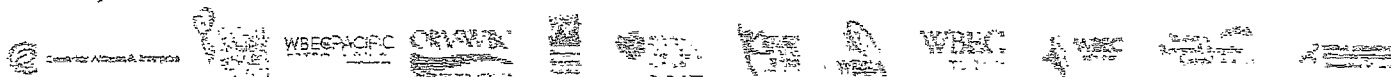
Expiration Date: August 29, 2019

WBENC National Certification Number: WBE1701678


Authorized by Michelle Richards, President
Great Lakes Women's Business Council

Great Lakes
Women's
Business
COUNCIL
Accelerating business growth

NAICS: 562910
UNSPSC: 76101602





WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

**HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO**

MWV Environmental Services, Inc.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change in the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

NAICS: 562910
UNSPSC: 75101602

Certification Number: WOSB171515

Expiration Date: August 29, 2019

Great Lakes
Women's
Business
COUNCIL
Accelerating business growth

A handwritten signature in cursive script, appearing to read "Michelle Richards".

Michelle Richards, Great Lakes Women's Business Council
President

A handwritten signature in cursive script, appearing to read "Pamela Prince-Eason".

Pamela Prince-Eason, WBENC President & CEO

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

Candace Waterman, WBENC Vice President



CERTIFICATE No. FT0907201800488

National Veteran Business Development Council

CERTIFICATION

is hereby granted to:

MWV Environmental Services, Inc.

The National Veteran Business Development Council certifies that the named entity has met all criteria established to be recognized as a Veteran Owned Business (VOB)

Given this Date: 10-27-2018

Expiration Date: 10-27-2019

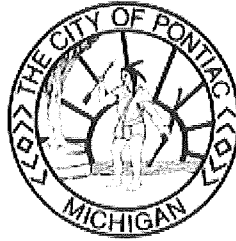
Keith King, President



AGENDA

ADD ON

Pontiac City Council Resolution



WHEREAS, a community benefits ordinance legally requires that public investors provide a community benefit that is consistent with the needs of the residents; and,

WHEREAS, currently the City of Pontiac does not have a community benefits ordinance; and,

WHEREAS, the City Council believes it is in the best interest of the City of Pontiac to implement a community benefits ordinance; and,

WHEREAS, pursuant to section 4.202 (b) of the Pontiac City Charter, the City Attorney is instructed to draft a community benefits ordinance.

NOW, THEREFORE BE IT RESOLVED the City Council hereby instructs the City Attorney to draft a community benefits ordinance by June 14, 2019.